Mariposa County

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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
JUNE 17, 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 agenda note.

Public comment was received by Daniel Wilson/Resident on CA. 9, who said he did not want to be there. He mentioned he had been waiting for a week for the meeting and then was told he owed $171, so he wanted to come and flip off the Board members for 5 minutes. He summarized that his family had done a great deal for the community, with his mother having worked for years at the Health and Human Services Agency (HHSA). He questioned the benefit of talking for five minutes to a Board that wouldn't listen. He said the problem was not with Happy Goat, but instead with due process, dogs, noise, nuisance activity, the elderly who stand at their fence line getting intimidated by shotguns, and County Codes that were not being

followed. He asked the Board members if they had, with due diligence, paid attention to the points in the appellant's brief. He mentioned many community members had told him to shoot the dogs, but he hadn't done that, nor had he taken his five minutes to flip off the Board members. He said he would not forget the Supervisors telling him it didn't matter because he was not in their district, or County Counsel telling the Supervisors not to discuss the issue with him.

In response to a question from Supervisor Poe, Corrina Miranda/Interim Building Director clarified the intent of the budget action in CA. 3, stating that the amount was what they needed to pay their vendors until the next fiscal year.

In response to a question from Chair Smallcombe, Kristina Keheley/Director of HHSA, explained that they were hoping to launch the Psychiatric Advanced Directive (PAD) program by the beginning of 2026. She mentioned a PAD allows patients to outline their preferences, in advance of an episode, the type of care that they would want and not want in a psychiatric emergency. Chair Smallcombe emphasized it was terrific that 'Little Mariposa' was spearheading such an important project.

For Chair Smallcombe's clarification, Walter Wall/County Counsel explained that CA. 9 was meant to close out the denial of the appeal against Happy Goat's Conditional Use Permit (CUP).

In response to questions from Supervisor Poe, Courtney Morrow/County Clerk-Tax Collector-Treasurer explained they would be having an online and in-person auction for the parcels because the County had been trying to sell some of the 33 parcels for almost 20 years with no success, and so that hopefully, adding the online option would entice more bidders. She mentioned that they had cut the prices down to the minimum legal amount and explained that they likely hadn't sold yet due to a lack of interest in the properties. She stated that her office would reach out to developers with property in the area, but that they had not yet brainstormed any other ways to advertise the online auction since it had not yet been approved. She mentioned that the auctioneer service could likely advise, as many other counties conduct online auctions. She said she wasn't sure the County should move entirely online, but that they would see how it worked. She stated the cost of the auction would be split between the buyers of the parcels. Supervisor Poe thanked Ms. Morrow for her and her team's work, and asked the community to be listed for each parcel so that people may have an easier time dissecting the information.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve an Agreement with Liebert Cassidy Whitmore (LCW) in an Amount Not to Exceed $500,000 for Consultation, Representation, Training Services, Legal Services Including Representation in Negotiations, Administrative, and Court Proceedings, and Other Similar Services that will Assist the Human Resources Office with Personnel-Related Issues for Fiscal Years 2025-2026 and 2026-2027; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA3. **Building**

Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Building Department Budget to Cover Significantly Higher Costs than Prior Year ($40,000) (4/5ths Vote Required)

CA4. **Clerk of the Board**

Approve Budget Action Transferring Funds from General Fund Contingency to the Clerk of the Board's Legal Services Budget ($83,000) (4/5th Vote Required)

CA5. **Health and Human Services Agency**

Approve an Agreement with Syracuse University, on Behalf of its Burton Blatt Institute, in the Amount of $25,000 to Perform Services in Support of the Psychiatric Advance Directives Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Health and Human Services Agency**

Approve First Amendment with Jackson and Coker Locum Tennens, LLC, Increasing the Hourly Rates, Leaving the Total Not To Exceed Amount of $600,000 at a Yearly Rate of $200,000, for the Purpose of Staffing for Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA7. **Health and Human Services Agency**

Approve an Agreement with Regents of the University of California Dba: University of California, Davis in the Amount of $79,050 for Training; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Library**

Approve Budget Action Transferring Funds from the Library Private Donation Fund to the Library Department in the General Fund to Cover Special Departmental Supplies Purchases ($22,000)(4/5th Vote Required)

CA9. **Planning**

Adopt a Resolution Denying Appeal-PLAN-DIS-2025-00029 with Findings and Upholding the Planning Commission’s Approval of the Happy Goat Project Conditional Use Permit Application No. 2023-078 with Findings, Conditions and Mitigation Measures, APN 012-041-002 (5030 CYA Road, Mariposa, CA) Daniel Wilson, Appellant

CA10. **Probation**

Approve Fourth Amendment to Memorandum of Understanding (MOU) with the County of Tuolumne for the Placement and Detention of Mariposa Youth at the Motherlode Regional Detention Facility (MRDF); and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. **Public Works**

Approve an Agreement with George Reed, Inc. for Ben Hur Road Emergency Repair Project in the Amount Not to Exceed $900,000; Authorize the Board of Supervisors Chair to Sign the Agreement; and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5ths Vote Required)

CA12. **Public Works**

Approve Task Order No. 9 with Mark Thomas for the Mariposa County Drought Resilience Plan in the Amount of $112,500; and Authorize the Board of Supervisors Chair to Sign the Task Order

CA13. **Sheriff's Office**

Approve a Memorandum of Understanding (MOU), with The CrisCom Company, for funding of projects identified by the Sheriff's Office; and Authorize the Board of Supervisors Chair to Sign the MOU

CA14. **Treasurer/Tax Collector/County Clerk**

Authorize the Request for Approval to Sell Tax-Defaulted Property Subject to the Power of Sales at Online Auction Scheduled for August 22, 2025

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Jacob Hawley/Visitor Center explained that the reservation system started on the 15th, so they had the next couple of months. He mentioned they would continue to track statistics and compare with prior years. He noted reservations and lodging reservations were all a little lower at that point. He noted that many tourists had been using the Visitor Center to find out information about the town. He mentioned that the important thing is to get the reservation system out earlier. He said that some people will not bother with reservations, especially on an online platform, and may choose to travel elsewhere if they are unable to access it online. Supervisor Kiser mentioned that the new Superintendent of the National Park Service (NPS) shared the same concerns and noted that he would be opening all 13 campgrounds for the 2025 season.

Kari Kisela/Chamber of Commerce highlighted the History Museum's Jessie's Corner pop-up, which would be held every Saturday until October, 2025. She mentioned they had acquired a new member, Carolyn Carter-Wise, who aids Mariposa's small businesses. She noted Ms. Carter-Wise would be hosting a women's networking event at the Grove House the following weekend at 5 PM. She said there would also be the Go Skate Event at 5 PM that coming Saturday.

Jeremy Briese/Sheriff thanked staff for running such smooth events throughout the summer. He mentioned they were expecting more staff to come on. He reminded the public that they could download the Mariposa Sheriff's Office (MSO) app to sign up for alerts. He also thanked the Fire Department for their outstanding work. He reported that the drug team was in full ramp-up, doing their regular patrols and then also hitting organized crime with their newest seizure, including guns and over 440 marijuana plants. He thanked

Supervisor Kiser for facilitating the meeting with the NPS Superintendent. He said the Southern Miwuk could still enter the National Park for their cultural purposes, but that it was a short-term solution. He didn't want them to have to worry about a new assembly member not reapproving the agreement or the somewhat complex vetting process to participate. He did acknowledge that it was a step in the right direction. He finished with a reminder to make sure there are responsible drivers on the lake. In response to questions from Chair Smallcombe, he mentioned the need to work with members of Congress on the Code of Federal Regulations (CFR). He explained that the regulatory language currently identifies tribes that have been acknowledged by the Bureau of Indian Affairs. He said they would need to work with the tribes locally, who are among the most documented, to put pressure on them to work on this. He mentioned that it seemed like a no-brainer for them to pursue federal recognition, but if that didn't happen, he hoped to find a way to avoid them being cut out due to a technicality.

G. Public Comment on Non-Agenda Items

Public comment was received by Eve Montgano/Resident who mentioned she lived in District Three. She explained that she received a copy of the Dog Ordinance, and her concern was that a permit would only be required for more than 10 dogs. She mentioned it only took one vicious dog to kill her corgi, and whether you have one dog or 30 dogs, pet owners need to be responsible. She concluded that anyone who owns a dog and is seeking licensing should take a class on responsible dog ownership.

Recess Board of Supervisors

9:41 AM Chair Smallcombe recessed the Board and the Deputy Clerk of the Board read the government code announcement.

Announcement Pursuant to Government Code 54952.3

H. LOCAL TRANSPORTATION COMMISSION

9:42 AM Chair Toso called the meeting of the Local Transportation Commission (LTC) to order.

Public Comment Period

No public comment was received.

LTC Regular Agenda

1. **Public Works**

   Adopt a Resolution Allocating the Transportation Development Act (TDA) Funds for Fiscal Year 2024-25

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

RESULT: **Adopted (UNANIMOUS)**

MOVER:	District I Supervisor Rosemarie Smallcombe
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

Adjourn LTC

9:44 AM Chair Toso adjourned the meeting of the LTC.

Reconvene as Board of Supervisors

9:44 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **Board of Supervisors**

Receive an Annual Presentation from Cara Goger, Executive Director of the Mariposa County Arts Council

9:44 AM Chair Smallcombe recessed for a brief break and reconvened at **9:48 AM**.

Cara Goger/Arts Council gave a PowerPoint presentation.

Public comment was received by Gale Dreifuss/Resident, who mentioned she received two grants for the Mariposa Ukulele ensemble, which had grown from 7 people 8 years ago to over 30 members with a multitude of instruments. She mentioned that they had met the prior week at the Grove House and sang "Happy Birthday" to two of their members: one turning 31 and the other turning 88. She mentioned that some seniors had never played an instrument before, but they learned for social engagement. She mentioned that if a member were sick, they would send out a note, and sometimes they would have dinner after playing. She reported that 20 of them would be playing as a group at Music on the Green on August 16th, 2025. She thanked Ms. Goger and expressed her appreciation for the grants.

Ms. Goger received kudos from Supervisors Kiser, Menetrey, and Smallcombe for her presentation and the work that they are accomplishing on the Arts Council.

RESULT: PRESENTATION HELD

2. **Planning**

Consider Approval or Denial of a Fee Waiver Request for Frost Shop Marketplace Project for all Permit Applications Required for the Entirety of their Project, Including a Conditional Use Permit and Design Review

Polina Pivak/Senior Planner gave the staff report. She mentioned the Design Review monetary addition is for any potential permanent signage that would need to be approved since the location is in the cultural zone. She explained the monetary amounts were determined from the current fee schedule for the Conditional Use Permit (CUP) and the added design review cost. In response to a question for clarification from

Supervisor Kiser, Ms. Pivak explained that it would be a one-time fee waiver request, and that Mr. Dubois would be using the original CUP to open as soon as possible to run an experiment for the first season, gathering information about when they would make the big amendment in the future.

Xavier (Xav) Dubois/Founder of Frost Shop Marketplace, said he had been paying all the land taxes, fees, and had already reached out to Richard Rodonovich (landowner) for potential expansion. He explained that for the future amendment they would ask for more days if the trial run for the first season proved effective.

In response to a question from Chair Smallcombe, Ms. Pivak explained that the original CUP allows for operation Friday through Sunday, but with the option to amend up to 10% of which the Planning Director can make the determination. She explained that any other amendment of more than 10% alteration would force a new CUP. She explained that the fee waiver request would be for the large amendment, which would be expected because of Mr. Dubois' original objectives not allowed with the current CUP.

In response to more questions from Supervisor Menetrey, Stever Engfer/Planning Director also explained the fee waiver was being brought because Mr. Dubois had submitted a request and the Planning Department moved forward with it. He explained that Mr. Dubois came to them with an application, and it was determined that they would like to look at scaling it down and running with the original CUP this year. He explained it would take time for staff to make the large amendment and that it would be premature for them to decide not to proceed at this time.

Supervisor Poe mentioned they might be putting the cart before the horse, but expressed his appreciation for the project from his own personal experience.

Mr. Dubois mentioned that everything on the property would have to be able to pack up and leave every day in order to operate under the current CUP, and that they have to put in decomposed gravel to make it American's with Disabilities Act (ADA)-accessible.

Public comment was received by Hanna Wackerman/Owner of 1850 Brewery, who mentioned they own a new distillery. She admitted the process of their new venture had been very confusing but that the County and Departments had been trying their best to work on this. She mentioned she would be a voice for local entrepreneurs, including those that don't have the funds to open brick and mortar stores. She said this project would be super beneficial. She reminisced back in 2013 when they would joke that they were uptown and there were no sidewalks or lights for walking, but now they have those. She explained that this was a prime spot with a dirt lot to turn into a beautiful area. She acknowledged that the Arts Park was great, but that it wasn't large enough to host everyone. She mentioned 1850's average turn table times used to be one hour, but were leaning towards two hours because people don't want to take their children to a bar or another place they have already eaten. She said for them, they could open a 5 PM to 8 PM vendor spot for 1850, which would be a huge game-changer for them because they had been working with the Mariposa Public Utility District (MPUD) on a tasting room at the distillery location, but unfortunately, they are unable to dump bio waste into the system because it is not big enough. She summarized that the Frost Shop Marketplace would be beneficial for others who are in a similar situation. She said it would be a great spot to showcase what is made in Mariposa. She expressed that she believed the Planning Department could work with the community well to help local entrepreneurs.

Jacob Hawley explained that Mr. Dubois had gone above and beyond. He expressed that opportunities like this are what the community should be looking to invest in and that it would operate well for the economy. He referenced the San Luis Obispo farmers market where a lot of people from out of town stop in. He

mentioned it gives tourists a taste of the culture and gives them something to do. He said he would waive every permit fee if it was his decision.

Colleen Rhodes/Resident mentioned that she was tremendously enthusiastic about this opportunity. She explained that the Board should do everything they can to assist in the project, and that $4,000 is nothing. She expressed she would love to see it 6 days a week and would take advantage of it whenever she planned to come to town from the Northside. She stated it would be important to help this 501(c)3.

In response to a question from Supervisor Poe, Joe Lynch/County Administrative Officer explained the actual wording 'fee waiver' was correct in the title. He explained if you don't worry about the existing CUP, Mr. Dubois still already paid ~ $4,000 for the future CUP, so should they not waive it, they would draw from that later when they submit the final proposed amendments. In response to a question from Supervisor Menetrey, Mr. Lynch confirmed that Mr. Dubois, the applicant, would get the check the same day or very soon after.

Supervisor Kiser explained that since this project would be taking place in her district, she had been pretty involved. She said she is a big advocate for businesses and noted that it will help the uptown and the economic vitality of the community. She expressed her support for Mr. Dubois' project, stating that it would be a small investment with a big impact.

Supervisor Toso expressed her support for the item, stating she thought it was a creative solution for the empty space that had been there for 18 years.

Chair Smallcombe clarified that while Mr. Dubois is operating under the old CUP, they would be working together with the Planning Department to continue to process the CUP application that Mr. Dubois had already submitted and paid ~ $3,875 for.

In response to a question of concern from Supervisor Menetrey, Ms. Pivak confirmed that it would only waive fees for the CUP and design review, and not other permits like with MPUD, contractors, or the Health Department that might be needed in the future, for example.

CLARIFICATION: The Board waived the fee for amending the existing CUP, including the design review, for the Frost Shop Marketplace project.

SPECIAL NOTE: The following points were noted for the record several times throughout this discussion by Chair Smallcombe, Supervisor Kiser, Mr. Lynch, and Ms. Pivak:

1. ***Mr. Dubois was not aware of the original CUP when he submitted his application. That was why he requested the waiver at this meeting; because he could operate under the original CUP, he did not need to pay the ~ $3,875.***
2. ***Director Engfer would hopefully be using the 10% alteration discretion to add one additional day for Mr. Dubois to operate his test period for the first season.***
3. ***Since a future, large amendment would be needed, Mr. Dubois also requested the future fees be waived for the amendments to the CUP and the design review. The Planning Department recommended $4,023 based on their current fee schedule and design review costs.***

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

3. **Fire**

Approve the Submittal of the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Application to Fund the Hiring of Permanent County Firefighters for up to $2,520,000; Authorize the Board of Supervisors Chair to Sign the Grant Application and any Supporting Documents Related to the Application (Subject to Approval as to Legal Form by County Counsel); and Discussion and Possible Direction Regarding the Staffing Level Options Funded by the SAFER Grant

Larry Pendarvis/County Fire/CAL FIRE Division Chief gave the staff report.

John Patton/County Fire explained that they were seeking approval to apply for the SAFER grant. He mentioned that if the Board approved, staff would need direction on the number of firefighters to request, and he explained the grant matching requirements. He shared that staff's specific recommendation would be to have five firefighters, allowing two stations to be staffed each day with one permanent and one reserve firefighter, and that Saturdays would have one additional permanent firefighter.

In response to questions from Supervisor Menetrey, Joe Lynch explained that the match would be around $100,000 to $105,000, and Mr. Patton explained that it was a federal grant. Mr. Patton mentioned that the grant was competitive, with $1,200,000 awarded across 300 grants the prior year, but said that Mariposa County would be very competitive as well.

Public comment was received by Johnothan Noel/Resident who agreed that it was a no-brainer to accept and submit the grant application. He mentioned that he saw helicopters flying around the day prior and stated that any help the County could provide would be greatly appreciated.

Supervisor Poe expressed that he trusts their judgment and appreciates all that County Fire does.

Chair Smallcombe noted that the document states we take on the expense of any newly created employees after three years.

Mr. Lynch said the County is a high-fire area, and a lot of the County's extra help firefighters get picked up by CAL FIRE because they are very desirable. He said he thought the County would know in one, two, or three years how much value the County gets from it. He mentioned that if the County relies on CAL FIRE, and a new administration came in with a different view, Mariposa could be left with its dwindling number of volunteer firefighters. He explained that if CAL FIRE were ever not consistent, County Fire would try building its base up. He explained that the grant would give the County a very low-risk ability to implement a new service in Mariposa County, and if it needed to be made permanent, it could be solidified while the County still had its partnership with CAL FIRE. He admitted it was unfortunate that it was through the Federal Emergency Management Agency (FEMA), but that they were the ones with grant money. He mentioned he didn't have any revenue concerns because that was where the priority should be as they try to right-size the County.

DIRECTION: The Board directed staff to submit the SAFER grant application and, if accepted, request five allocations as recommended by staff.

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

4. **Administration**

Discussion and Possible Action to Approve the 2025 Legislative Platform

Joe Lynch gave the staff report.

Chair Smallcombe and Mr. Lynch agreed that it would be essential to work with department heads to ensure they are equally represented and that the platform supports items that are a priority. They clarified that a legislative platform is not a strategic plan, but that it aims to help the lobbyists on Capitol Hill know which items are important to support and which are not.

Danielle Bondshu/Clerk of the Board asked them not to withdraw the item because the document is heavily relied on, and her department had been using the outdated 2024 version for the first part of 2025. She explained that, for example, letters of support that must be signed prior to Board approval must be in alignment with this platform. She stated that a new platform is supposed to be approved every January.

Chair Smallcombe explained that she had discussed it with staff and did not suggest pulling the platform or making it a 45-page document; instead, she would like it to become more effective.

No public comment was received.

Supervisor Menetrey agreed they could bring it back for Board approval, amended and with any additions to the document.

RESULT: **Adopted (UNANIMOUS)**
MOVER: District V Supervisor Miles Menetrey
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 Agreement with S and H Shin Trust for the Sale of 0.18 Acres, a Tract of Land Being a Portion of Yosemite Parkway as Delineated on the "Map of Yosemite West Unit 1" in the Book of Maps at Page 1511; and Authorize the Board of Supervisors Chair to Sign the Agreement and Execute Deed Conveying the Sale of Said Tract of Land

Robert Stark/Administrative Analyst and Shannon Hansen/Director of Public Works and Transportation gave the staff report. No public comment was received.

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

J. Board Information

Information received.

K. Closed Session

11:59 AM Chair Smallcombe read the closed session item and recessed the Board into closed session. No public comment was received.

1. **Administration**

   CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Kevin Packard V. County of Mariposa; WCAB No.: ADJ18933628

RESULT: CLOSED SESSION HELD

Report Out

12:18 PM Chair Smallcombe reconvened the Board meeting and reported that during closed session information was received and direction was given.

L. Adjournment

12:19 PM Chair Smallcombe adjourned in memory of Cleta Wells and Mark Boldroff.

Respectfully submitted,

Malena Palmer
Deputy Clerk

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-225

MEETING: June 17, 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

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RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and
- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

If the County desires to construct and operate an emergency homeless shelter, it is recommended that

the County Board of Supervisors first declare a “shelter crisis” in order to avail itself of the associated powers and liability protections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-226

MEETING: June 17, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve an Agreement with Liebert Cassidy Whitmore (LCW) in an Amount Not to Exceed $500,000 for Consultation, Representation, Training Services, Legal Services Including Representation in Negotiations, Administrative, and Court Proceedings, and Other Similar Services that will Assist the Human Resources Office with Personnel-Related Issues for Fiscal Years 2025-2026 and 2026-2027; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Liebert Cassidy Whitmore (LCW) in an Amount Not to Exceed $500,000 for Consultation, Representation, Training Services, Legal Services Including Representation in Negotiations, Administrative, and Court Proceedings, and Other Similar Services that will Assist the Human Resources Office with Personnel-Related Issues for Fiscal Years 2025-2026 and 2026-2027; and Authorize the Board of Supervisors Chair to Sign the Agreement.

LCW represents the County in various personnel matters, negotiations with labor unions, and periodic training services. The current contract expires June 30, 2025.

LCW is a premier labor law firm with offices throughout the State and staff has access to expert attorneys at all of their locations.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The previous Agreements with LCW were approved by the Board on August 15, 2023 by Resolution 2023-449 in the amount of $500,000, July 12, 2022 in the amount of $250,000 and July 27, 2021 for the same amount. The Board of Supervisors has been approving agreements with LCW since 1991.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the Agreement and hire another labor law firm for legal services. However, a negative action would result in an interruption of continuity since LCW is currently representing the County in existing personnel matters.

FINANCIAL IMPACT

Funding is budgeted in various affected funds.

ATTACHMENTS

1. LCW agreement FY 26 27

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

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 3rd day of June 2025, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Liebert Cassidy Whitmore, a professional corporation, 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 consultation, representation, legal services, and training 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 $500,000 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.

(5) 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:
J. Scott Tiedemann, Firm Co-Managing Partner
Liebert Cassidy Whitmore
6033 W. Century Blvd., Suite 500
Los Angeles, CA 90045

COUNTY:
Rosemarie Smallcombe, Board Chair

County of Mariposa
5100 Bullion St
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.

[OPTION 1 (BOARD APPROVAL)]

COUNTY OF MARIPOSA	CONTRACTOR
Rosemarie Smallcombe, Board Chair Board of Supervisors	J. Scott Tiedemann, Firm Co-Managing Partner Liebert Cassidy Whitmore
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____ Danielle Bondshu Clerk of the Board	_____ Walter Wall County Counsel

Exhibit A
SCOPE OF WORK

Contractor will provide consultation, representation, training services, legal services including representation in negotiations, administrative, and court proceedings, and other similar services that will assist the Human Resources Office with personnel-related issues.

Exhibit B
COST PROPOSAL

LIEBERT CASSIDY WHITMORE
FEE SCHEDULE

Partners $475.00

Senior Counsel $390.00

Associates $295.00 - $370.00

Labor Relations/Human Resources Consultant $305.00

Classification & Compensation Consultant $230.00

Paralegals $165.00

E-Discovery Specialists $185.00

Law Clerks $180.00 - $200.00

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-227

MEETING: June 17, 2025

TO: The Board of Supervisors

FROM: Corrina Miranda, Acting to Interim Building Director

RE: Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Building Department Budget to Cover Significantly Higher Costs than Prior Year ($40,000) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Building Department Budget to Cover Higher Costs than Prior Year ($40,000) (4/5ths Vote Required).

The Building Department's expenses have been higher than forecast in several areas due to needs associated with a variety of operating costs. For 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 the Building Department's 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 $40,000 making the new contingency amount $258,822.

ATTACHMENTS

1. 20250603 Budget Action BLDG

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	100	92001	Contingency Designation			40,000
1001	100	80111	Transfer Out		40,000	
6600	236	49101	Transfer In		(40,000)	
6600	236	47203	Construction Permits		(40,000)	
6600	236	60301	General ProfessionalServices		20,000	
6600	236	60621	County Vehicle Expense		11,043	
6600	236	80221	Cost Allocation Overhead Transfer		48,957	
				TOTALS	40,000	40,000

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: 24/25

DEPARTMENT HEAD SIGNATURE O Miranda DATE 6-3-2025

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 2025-228

MEETING: June 17, 2025

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Approve Budget Action Transferring Funds from General Fund Contingency to the Clerk of the Board's Legal Services Budget ($83,000) (4/5th Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Transferring Funds from General Fund Contingency to the Clerk of the Board's Legal Services Budget ($83,000) (4/5th Vote Required)

The Clerk of the Board/Board of Supervisors Budgets legal line needs further funds to cover legal expenses for the Assessment Appeals Hearings.

The Assessor's attorney has submitted $53,000 in bills that the Clerk of the Board cannot reconcile without these funds. Furthermore, due to the required briefs, an estimated additional $30,000 will be billed before July 1st.

Per Administration, if this budget action is approved, there will be a remaining $165,822 in contingency.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board routinely transfers funds to cover budget needs.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the Clerk's office will be unable to pay the legal bills for the Assessor, specifically for the assessment appeal needs.

FINANCIAL IMPACT

Reduces contingency by $83,000 for a new balance of $165,822 in contingency.

ATTACHMENTS

1. Clerk of the Board End of Year FY25

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	100	92001	Contingency Designation			83,000
1001	101	60318	Legal Services		83,000	
				TOTALS	83,000	83,000

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: 24/25

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 2025-229

MEETING: June 17, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Syracuse University, on Behalf of its Burton Blatt Institute, in the Amount of $25,000 to Perform Services in Support of the Psychiatric Advance Directives Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Syracuse University, on Behalf of its Burton Blatt Institute, in the Amount of $25,000 to Perform Services in Support of the Psychiatric Advance Directives Project; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County is one of five participating counties (Fresno, Monterey, Shasta, and Orange) actively engaged in the Multi-County Psychiatric Advance Directives (PAD) Innovations Project. Established as a key element of the Mental Health Services Oversight and Accountability Commissions (MHSOAC) Strategic Plan 2020-2023, this project is intended to advance the Mental Health Services Act (MHSA) priorities and illuminate how MHSA Innovations funds can transform services and lives.

For Mariposa County, the PAD Project will fulfill multiple objectives that include optimizing decision-making for clients through collaborative discussions regarding their mental health treatment and promoting interagency and community collaboration related to mental health treatment and crises with law enforcement, our jail, the hospital, and our homeless shelter.

In support of the PAD Project, Health and Human Services Agency (HHSA) carries out the required services of the Project through contractual agreements with a number of contractors. Syracuse University will engage with these subcontractors on the County's behalf and provide oversight of subcontractors' budgets and invoices, including approved direct and indirect costs. The administrative staff of Syracuse University will provide detailed first level of oversight for all financial transactions of the project.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved Phase 1 on November 2, 2021, through Resolution #2021-619.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve the agreement, the County will not be able to comply with the terms and conditions of the Multi-County PAD Innovations Project and potentially jeopardize receiving

future funding under MHSA.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Syracuse University 2026

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

PERSONAL SERVICES AGREEMENT BETWEEN
SYRACUSE UNIVERSITY AND MARIPOSA COUNTY

This **Agreement** is made by and between Mariposa County, a political subdivision of the State of California (hereinafter "COUNTY"), and Syracuse University, on behalf of its Burton Blatt Institute (hereinafter "UNIVERSITY"). COUNTY and UNIVERSITY being collectively referred to as the "Parties" and each individually a "Party."

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The COUNTY hereby engages UNIVERSITY to perform, and UNIVERSITY hereby agrees to perform, the services described in **Exhibit A, Statement of Work,** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

1.02 The Psychiatric Advance Directives Project, Phase 2 (PADs 2), a multi-county collaborative Behavioral Health Services Act innovation project in the State of California, will engage UNIVERSITY, whose Burton Blatt Institute has expertise in the field of project evaluation, disability rights, technology, and legislative efforts at the request of counties may assist in the development and implementation of the PADs 2 Project. Professor Peter Blanck, PhD., J.D. of the Burton Blatt Institute will lead these efforts in an advisory role as well as overseeing the PADs 2 evaluation component on behalf of the UNIVERSITY. In addition, UNIVERSITY will provide fiscal and administrative support and oversight of PADs 2 subcontractors and/or consultants.

2.0 PAYMENT PROVISIONS.

2.01 COUNTY shall pay the UNIVERSITY in accordance with the payment provisions set forth in **Exhibit A** subject to the limitations set forth in this Agreement.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from **July 1, 2025** to **June 30, 2029** unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both UNIVERSITY and COUNTY and with COUNTY signing last, and **UNIVERSITY may not commence work before COUNTY signs this Agreement.**

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibit is incorporated herein by reference and constitute a part of this Agreement: **Exhibit A, Statement of Work,** which includes the following components: 1) Scope of Services, 2) Approved Budget, including budget detail and budget narrative, and 3) Payment Terms**.**

5.0 PERFORMANCE STANDARDS.

5.01 UNIVERSITY provides reasonable assurance that UNIVERSITY and UNIVERSITY's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and, to the best of its knowledge, are not employees of the COUNTY, or immediate family of an employee of the COUNTY.

5.02 UNIVERSITY, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 UNIVERSITY shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. UNIVERSITY shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in Paragraph 6.02. In no event shall the maximum amount payable under this Agreement exceed **$25,000**.

6.02 Negotiations for rate changes shall be commenced, by UNIVERSITY, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the COUNTY and the UNIVERSITY.

6.03 UNIVERSITY shall submit such invoice not more frequently than monthly, but at least quarterly, or at the completion of services, but in any event, not later than 60 days after completion of services.

6.04 UNIVERSITY's invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by COUNTY. Payments to UNIVERSITY should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

6.05 All invoices to COUNTY shall be supported, at UNIVERSITY, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records and records of services will be provided upon request.

6.06 County may withhold or delay any payment if UNIVERSITY fails to comply with any provision of the Contract.

6.07 COUNTY shall not reimburse UNIVERSITY for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.

6.08 Payment Terms specific to the services provided by the UNIVERSITY are located in Exhibit A, Statement of Work, of this Agreement. To the extent inconsistency exists between Article 6.0, Payment Conditions, and Exhibit A Payment Terms of this Agreement, the Payment Terms of Exhibit A shall prevail in the order of precedence.

7.0 TERMINATION.

7.01 During the term of this Agreement, either Party may terminate the Agreement with cause, with 30 calendar days written prior notice to the other Party. "Cause" shall include, but is not limited to, the failure of UNIVERSITY to perform the required services in a manner materially inconsistent with this Agreement. In the event of termination for cause, the Party alleged to be in failure of performance shall have 20 calendar days from the date of notice to cure the stated failure in performance ("Cure Period"). To the extent a longer period of cure may be reasonably necessary, the Parties may agree to extend the Cure Period beyond the initial 20 calendar days. If the Party fails to cure the breach within the Cure Period, or its extension as applicable, the Agreement shall be deemed terminated as of the date the Cure Period expires.

7.02 In the event of termination for cause by COUNTY, the amount payable to UNIVERSITY under this Agreement shall be reduced in proportion to the services provided, including non-cancelable commitments, prior to the date of termination. In the event of termination for cause, the County may proceed with the work in any manner which the County deems proper. Any costs incurred by and/or owed to the County as a result of the termination for cause, including procuring a new provider to complete the Agreement, shall be deducted from any sum due the UNIVERSITY under this Agreement.

7.03 The County reserves the right to terminate this Agreement without cause upon 30 calendar days prior written notice to UNIVERSITY. In the event of such a termination, the UNIVERSITY shall be paid for all work performed, all costs incurred, and all non-cancelable commitments in place up to and including the date of termination. The UNIVERSITY may terminate this Agreement without cause in the event of the departure from employment of UNIVERSITY key personnel, such that UNIVERSITY would no longer possess the expertise to the complete the services hereunder.

7.04 The County's payments to UNIVERSITY under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to UNIVERSITY, and the obligations of the Parties under this Agreement shall terminate immediately, or on such date thereafter as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement. In the event of such a termination, County shall pay UNIVERSITY for all services provided and any non-cancelable commitments made prior to the date of termination.

8.0 INDEMNIFICATION.

8.01 UNIVERSITY shall indemnify, defend with counsel approved in writing by County, and hold harmless the County, its officers, agents, and employees from and against any and all third-party claims, liabilities and losses arising out of or related to the UNIVERSITY's negligence or more culpable conduct in connection with the UNIVERSITY's performance of work under this Agreement (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees), unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the UNIVERSITY shall provide a "Certificate of Insurance" or evidence of self-insurance certifying that all coverage and endorsements as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

UNIVERSITY agrees to keep such insurance coverage, Certificates of Insurance, evidence of self-insurance and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of UNIVERSITY pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for UNIVERSITY.

UNIVERSITY shall ensure that all subcontractors performing work on behalf of UNIVERSITY pursuant to this Contract shall be covered under UNIVERSITY's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for UNIVERSITY. UNIVERSITY shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from UNIVERSITY under this Contract. It is the obligation of UNIVERSITY to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by UNIVERSITY through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department unless otherwise directed. The UNIVERSITY shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the UNIVERSITY.

9.02 Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VIII, according to the current A.M. Best's Key Rating Guide or a company of equal financial stability.

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

9.03 Insurance Coverage Requirements: Without limiting UNIVERSITY's duty to indemnify, UNIVERSITY shall maintain in effect throughout the term of this Agreement a policy or policies of insurance or self-insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

Professional Liability Insurance, $1,000,000 per claims made with $1,000,000 aggregate.

Workers' Compensation Insurance, if UNIVERSITY employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer' s Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date UNIVERSITY completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit cancellation or intended non-renewal thereof. UNIVERSITY shall notify County in writing within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

Each policy shall provide coverage for UNIVERSITY and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements. Commercial general liability shall provide an endorsement naming

Mariposa County, its elected and appointed officials, officers, agents, and employees as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT with respect to liability arising out of the UNIVERSITY's work, including ongoing and completed operations and shall further provide that such insurance is primary. Any insurance or self-insurance maintained by the County shall be excess and non-contributing. and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the UNIVERSITY'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000) or a form at least as broad. The required endorsement for primary non-contributing is ISO form CG 20 01 04 13, or a form at least as broad.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against Mariposa County, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

All insurance policies required by this Contract shall waive all rights of subrogation against Mariposa County, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Prior to the execution of this Agreement by the County, UNIVERSITY shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the UNIVERSITY has in effect the insurance required by this Agreement. The UNIVERSITY shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

UNIVERSITY shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify UNIVERSITY and UNIVERSITY shall have five business days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by UNIVERSITY to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of UNIVERSITY's current audited financial report. If UNIVERSITY's SIR is approved, UNIVERSITY, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from UNIVERSITY's, its agents, employee's or subcontractor's performance of this Agreement, UNIVERSITY shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2) UNIVERSITY's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the UNIVERSITY's SIR provision shall be interpreted as though the Agreement was an insurer and the County was the insured.

County expressly retains the right to require UNIVERSITY to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by the Mariposa County Risk Manager as appropriate to adequately protect County.

County shall notify UNIVERSITY in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to UNIVERSITY, and County shall be entitled to all legal remedies.

If the UNIVERSITY fails to maintain insurance acceptable to the County for the full term of this Agreement, the County may terminate this Agreement for cause.

10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. UNIVERSITY and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. UNIVERSITY shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement unless County specifically permits UNIVERSITY to disclose such records or information, provided, however, that UNIVERSITY may make any disclosures required by and law and respond to a subpoena lawfully issued by a court of competent jurisdiction. UNIVERSITY shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. UNIVERSITY shall not use any confidential information gained by UNIVERSITY in the performance of this Agreement except for the sole purpose of carrying out UNIVERSITY's obligations under this Agreement.

10.02 Subcontractor Confidentiality. UNIVERSITY shall execute an agreement with its subcontractors, as appropriate, to ensure any client data collected and maintained as part of the PADs 2 Project is protected and kept confidential using safeguards and other protections that are consistent with standards set forth in applicable federal and state confidentiality laws, including HIPAA and 42 CFR Part 2.

10.03 County Records. When this Agreement expires or terminates UNIVERSITY shall

upon County's request, return to County any County records which UNIVERSITY used or received from County to perform services under this Agreement.

10.04 Maintenance of Records. UNIVERSITY shall prepare, maintain, and preserve all reports and records that may be required by federal, state and County rules and regulations related to services performed under this Agreement. UNIVERSITY shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception or other action relating to this Agreement is pending at the end of the three-year period, then UNIVERSITY shall retain said records until such action is resolved.

10.05 Access to and Audit of Records. With reasonable prior written notice, and at times during UNIVERSITY's normal business hours, the County shall have the right to examine, monitor and audit those records, documents, conditions and activities of the UNIVERSITY and its subcontractors that are directly related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the Parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.06 Royalties and Inventions. County shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced by UNIVERSITY under this Agreement. UNIVERSITY shall not publish any material containing any confidential information the County disclosed in connection with this Agreement without the prior written approval of County.

11.0 NON-DISCRIMINATION.

11.01 Non-Discrimination. In the performance of this Contract, UNIVERSITY agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. UNIVERSITY acknowledges that a violation of this provision shall subject UNIVERSITY to penalties pursuant to Section 1741 of the California Labor Code.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, UNIVERSITY will comply with all the provisions of said contract, to the extent applicable to UNIVERSITY as a subgrantee under said contract and said

provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to UNIVERSITY, at no cost to UNIVERSITY.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, UNIVERSITY is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and UNIVERSITY shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. UNIVERSITY shall be solely liable for and obligated to pay directly all applicable taxes including federal and state income taxes and social security, arising out of UNIVERSITY's performance of this Agreement. In connection therewith, UNIVERSITY shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of UNIVERSITY' s failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and UNIVERSITY' S contract administrators at the addresses listed below:

FOR COUNTY
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

FOR UNIVERSITY
Stuart Taub, Director
211 Lyman Hall
Syracuse, NY 13244
315-443-9356

15.0 MISCELLANEOUS PROVISIONS.

UNIVERSITY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to UNIVERSITY, this obligation shall apply to UNIVERSITY's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. UNIVERSITY's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

15.01 Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or

excuse for any other different or subsequent breach.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the UNIVERSITY.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the UNIVERSITY. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 UNIVERSITY. The term "UNIVERSITY" as used in this Agreement includes UNIVERSITY's officers, agents and employees acting on UNIVERSITY's behalf in the performance of this Agreement.

15.05 Dispute Resolution. Any dispute or disagreement among the Parties in relation to this Agreement (a "Dispute") shall initially be referred to senior representatives of each Party with authority to resolve such Dispute, who shall use good faith efforts to resolve such Dispute. In the event that the parties' representatives are unable to resolve a Dispute pursuant to the foregoing sentence within thirty (30) days, before resorting to any other legal remedy (other than provisional equitable remedies such as temporary injunction and/or restraining order), the parties shall attempt in good faith to resolve any such controversy or claim by mediation before and in compliance with the rules established by any mutually acceptable alternative dispute resolution organization, including, but not limited to the CPR Institute for Dispute Resolution ("CPR"). If the matter has not been resolved by mediation within sixty (60) days of the commencement of such procedure (which period may be extended by mutual agreement), either party may seek relief in a court of competent jurisdiction.

15.06 Successors and Assignment. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by UNIVERSITY without the express written consent of County. Any attempt by UNIVERSITY to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

15.07 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and UNIVERSITY expressly reserve the right to contract with other entities for the same or similar

services.

15.13 Construction of Agreement. The County and UNIVERSITY agree that each Party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County, or the UNIVERSITY represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the patty to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the UNIVERSITY with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the UNIVERSITY as of the effective date of this Agreement which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. Except for Article 6.00 Payment Provisions, where Exhibit A Payment Terms shall prevail, in the event of any conflict or inconsistency between any other provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18 Force Majeure. The UNIVERSITY will not be liable for any failure or delay in performing its obligations under this Agreement due to any cause, event or circumstance beyond its or its subcontractors' reasonable control, including without limitation, acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of public utilities or internet service providers, natural catastrophes, governmental acts or omissions or fire. County acknowledges and agrees that COVID-19 is and shall continue to be a force majeure event to the extent that any law, regulation, governmental order, quarantine requirement or health or safety concern affects the UNIVERSITY's or its subcontractors' ability to perform the services set forth in this Agreement.

15.19 Severability. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.20 Debarment. UNIVERSITY shall certify that neither UNIVERSITY nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any federal department or agency. Where UNIVERSITY as the recipient of federal funds, is unable to certify to any of the statements in the certification, UNIVERSITY must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any federal department or agency may result in the bid/proposal being deemed non-responsible.

15.21 Lobbying. On best information and belief, UNIVERSITY certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, UNIVERSITY to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

15.22 Taxes. Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the UNIVERSITY.

15.23 Patent/Copyright Materials/Proprietary Infringement. Unless otherwise expressly provided in this Contract, UNIVERSITY shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. UNIVERSITY warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. UNIVERSITY agrees that, in accordance with the more specific requirement contained in Section 8, above, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such infringement claims.

15.24 Changes. UNIVERSITY shall make no changes in the work or perform any additional work without the County's specific written approval.

15.25 Change of Ownership/Name, Litigation Status, Conflicts with County Interests. UNIVERSITY agrees that if there is a change or transfer in ownership of UNIVERSITY's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume UNIVERSITY's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

In addition, UNIVERSITY has the duty to notify the County in writing of any change in the UNIVERSITY's status with respect to name changes that do not require an assignment of the Contract. The UNIVERSITY is also obligated to notify the County in writing if the UNIVERSITY becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the UNIVERSITY's performance under the Contract, as well as any potential conflicts of interest between UNIVERSITY and County that may arise prior to or during the period of Contract performance. While UNIVERSITY will be required to provide this information without prompting from the County any time there is a change in UNIVERSITY's name, conflict of interest or litigation status, UNIVERSITY must also provide an update to the County of its status in these areas whenever requested by the County.

The UNIVERSITY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the UNIVERSITY, this obligation shall apply to the UNIVERSITY's employees, agents, and subcontractors associated with the provision of goods and services provided under this

Contract. The UNIVERSITY's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

15.26 Compliance with Laws. UNIVERSITY represents and warrants that services to be provided under this Contract shall materially comply, at UNIVERSITY's expense, with all, laws, statutes, restrictions, ordinances, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on UNIVERSITY to ensure such compliance, and pursuant to the requirements of paragraph 8.0. UNIVERSITY agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

15.27 Attorney Fees. In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.

15.28 Interpretation. This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

15.29 Employee Eligibility Verification. The UNIVERSITY warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The UNIVERSITY shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The UNIVERSITY shall retain all such documentation for all covered employees for the period prescribed by the law. The UNIVERSITY shall indemnify and hold harmless the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the UNIVERSITY or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

15.30 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.

----------*This section left blank intentionally*----------

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and UNIVERSITY have executed this Agreement as of the day and year written below.

MARIPOSA COUNTY

By: _____

Rosemary Smallcombe
Board of Supervisor Chair

Date: _____

Approved as to Form:

By: _____
County Council
Date:_____

SYRACUSE UNIVERSITY

By:_____
Stuart Taub, Director

Date: _____

Exhibit A – Mariposa County

The Psychiatric Advance Directives Project, Phase 2 (PADs 2)

I. Scope of Work (SOW)

Syracuse University (SU) will serve as the fiscal administrator for the multi-county Psychiatric Advance Directives Project, Phase 2 (PADs 2). With assistance and approval from the Project Director, Kiran Sahota of Concepts Forward Consulting, SU will engage the selected subcontractors on each county's behalf and provide oversight of subcontractors' budgets and invoices, including approved direct and indirect costs. Moreover, SU will administer and manage all applicable contracts and provide financial oversight, including financial reporting to counties, subcontractors, and project management.

To achieve these objectives, SU will provide a dedicated team to coordinate all related operational, legal, and fiscal activities within the various departments at SU, including the Offices of Sponsored Programs and Sponsored Accounting, Payroll, Purchasing, Disbursements, and the Burton Blatt Institute as the principal investigator and engaged external evaluator for the implementation of PADs 2 across all counties. Activities handled by SU will include:

- Drafting, finalizing, renewing, and updating all contracts with counties, subcontractors, and other parties as required.
- Reviewing contracts to ensure completeness, accuracy, and conformity with county policies and applicable California state and federal regulations.
- Overseeing the confidentiality requirements of vendors and subcontractors as established in Section 10.0 of this Agreement.
- Performing background vetting and checks of potential vendors and subrecipients.
- Completing financial risk analyses of potential vendors and subrecipients.
- Reviewing invoices for accuracy, compliance, and alignment with the project scope.
- Ensuring that payments to vendors and subrecipients are made accurately and promptly.
- Establishing appropriate formats and a schedule for financial updates.
- Coordinating deliverables and communications with project management and counties.
- Attending meetings with counties and project management to provide financial updates.
- Advising on various financial, accounting, or related legal issues as they arise.

II. Budget – Mariposa County

	2025-2026	2026-2027	2027-2028	2028-2029	Total
Personnel Costs					
Salaries	414	426	439	452	1,732
Fringe benefits	112	116	119	123	470
Total Personnel Costs	**526**	**542**	**558**	**575**	**2,202**
Other Direct Opertating Costs					
Travel	40	40	40	40	159
Materials and supplies	2	2	2	2	8
Total Other Direct Opertating Costs	**42**	**42**	**42**	**42**	**166**
Subcontracts and Services					
Burton Blatt Institute (Syracuse University)	987	940	884	891	3,703
Concepts Forward Consulting	1,085	1,085	1,085	1,085	4,342
Chorus Innovations	2,289	2,289	2,289	2,289	9,155
Painted Brain	472	472	472	472	1,888
Idea Engineering	472	472	472	472	1,888
Alpha Omega Translations	94	94	94	94	378
Legal Consultant (vendor)	74	74	74	74	296
Total Subcontracts and Services	**5,474**	**5,427**	**5,371**	**5,378**	**21,649**
Total Indirect Costs	**277**	**237**	**231**	**237**	**982**
Budget total	**6,319**	**6,248**	**6,202**	**6,232**	**25,000**

III. Budget Narrative – Mariposa County

A. Personnel Salary Costs

Personnel costs include salaries, wages and fringe benefits for personnel engaged at SU to accomplish the objectives as described above in the SOW, and other direct expenses necessary for these individuals to carry out the work as agreed.

Peter Blanck, Ph.D., J.D., Principal Investigator will provide 0.21 FTE (0.875 summer months of effort and 1.7 months during the academic year) in each of the four years of the project for oversight of all project activities. As PI, Dr. Blanck has responsibility for overall execution of the project, including financial management. Dr. Blanck will spend time in California, including attending meetings with the project manager and the project teams, counties and subcontractors.

Ingrid Stefano will in her capacity as Director of Research Administration at BBI, oversee the financials for the multi-county project, working closely with Dr. Blanck and the fiscal management team at SU to ensure developments in the project are translated and communicated to the team and appropriate administrative offices at SU. She will support and advise the Assistant Project Director and help resolve any challenges that may arise related to the administration of the project. She will oversee internal control related to the project, including regular control of invoices and other expenses. She will devote 0.21 FTE (1.2 calendar months) of effort in each of the four years of the project.

Heather DiBlasi, Assistant Project Director will be main person responsible for the financial management of the multi-county project devoting 1 FTE (12 calendar months) in each of the project years. She will work closely with the Director of Sponsored Programs and the BBI Director of Research Administration to manage all project-related contracts and agreements, and revise and renew these as required. Moreover, she will manage subcontracts, purchase orders, and related invoices to oversee the correct distribution of costs to each county in agreement with the contracts.

Ms. DiBlasi will have the day-to-day oversight of expenditures, budget tracking, and financial reporting, ensuring that all relevant parties are kept informed of spending and any events impacting the projected expenditures. She will be the main point of contact and coordinator between SU departments, project management, subcontractors, vendors, and counties with respect to the financial administration of the project. She will attend regular meetings with counties, project management, subcontractors, or other relevant parties and provide financial updates.

Sean Kelly, budget analyst, will support the projects with financial analysis, including costs projection models for PADs 2. He will devote 0.05 FTE (0.6 calendar month) each year of the project period.

Personnel Salary Costs: Total of $1,732 for Mariposa County.

Fringe Benefits are calculated as direct costs in accordance with Syracuse University's indirect cost rate agreement (Department of Health and Human Services: 06/04/2024 rates: 16.3% for faculty during the summer; 29.3% for faculty during the academic year and full-time staff, 12.7% for graduate students; 7.9% for temporary wages). Actual rates in place during the project period will be charged.

Fringe Benefit Costs: Total of $470 for Mariposa County.

B. Other Direct Costs

Other Direct Operating Costs include computing costs and necessary materials and supplies, and travel for the PI, assistant project director, and other SU staff as deemed necessary to participate in the annual meeting and other convenings in California.

Other Direct Costs: Total of $166 for Mariposa County.

Subcontracts and Service Providers:

The following organizations will be engaged as subcontractors or Service Providers as directed by the Project Manager:

- **Burton Blatt Institute (Syracuse University)** – $3,703 is requested for Burton Blatt Institute's project evaluation team to work in collaboration with the PADs Project Director, each county's PADs project managers, and project sub-contractors including Chorus, Idea, Painted Brain, and others to conduct a longitudinal qualitative and quantitative evaluation of the PADs Phase 2 web-based platform.
- **Concepts Forward Consulting** – $4,342 is requested for the overall full project management of PADs 2.
- **Chorus Innovations** – $9,155 is requested for software development of a secure, private and accessible technology platform for PADs.

- **Painted Brain** – $1,888 is requested for participation in stakeholder discussions, provision of county technical assistance, legal expertise, and training of peer specialists / county mental health professionals in use of PADs platform.
- **Idea Engineering** – $1,888 is requested for developing a statewide platform to for education, communications, and media support surrounding the PADs solution.
- **Alpha Omega Translations** – $378 is requested for translation services for PADs technology platform.

The following organization will be engaged as a service provider (vendor):

- Legal Consultant (TBD) - $296 is requested for legal consultant services.

Subcontracts and Service Provider Costs: Total of $21,649 for Mariposa County.

C. Indirect Operating Costs

Syracuse University applies indirect costs to modified total direct costs (MTDC), consisting of 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).

For this project, Syracuse University will apply a discounted indirect cost rate to the MTDC as agreed with the Project Manager and participating California counties.

Indirect Operating Costs: Total of $982 for Mariposa County.

D. Total Project Costs:

Cumulative Total of $25,000 for Mariposa County.

IV. Payment Terms: Cost Reimbursement

It is agreed to and understood by the Parties that the University shall be reimbursed for all costs incurred in connection with this project up to the amount of **$25,000** (the "Project Cost") as established by the Statement of Work and Approved Budget in this Exhibit A. It is estimated that the amount designated as the Project Cost is sufficient to support Project expenses. Unspent budgeted funding is automatically carried forward to the next budget year and available for project expenditure without the need for COUNTY prior approval.

Reimbursement shall be made by the COUNTY upon receipt of itemized invoices. Each invoice must reference the County account number. Invoices shall be submitted not more frequently than monthly but must be submitted at least quarterly in accordance with the Approved Budget.

The COUNTY shall not be liable for any payment in excess of the Project Cost unless this Agreement Exhibit A is modified in writing. Within sixty (60) days after the termination of this Agreement the University shall submit a final financial report setting forth costs incurred.

Checks shall be made payable to 'Syracuse University' and shall be sent to:

Syracuse University
Bursar's Office
Attn: Director, Sponsored Accounting
119 Bowne Hall
Syracuse, NY 13244
Email: contacct@syr.edu
Tel: 315-443-2089

For the purposes of identification, each payment shall include the title of the project and the name of the Principal Investigator.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-230

MEETING:	June 17, 2025
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve First Amendment with Jackson and Coker Locum Tennens, LLC, Increasing the Hourly Rates, Leaving the Total Not To Exceed Amount of $600,000 at a Yearly Rate of $200,000, for the Purpose of Staffing for Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment with Jackson and Coker Locum Tennens, LLC, Increasing the Hourly Rates, Leaving the Total Not To Exceed Amount of $600,000 at a Yearly Rate of $200,000, for the Purpose of Staffing for Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

Jackson & Coker provides specialty independent contractor healthcare providers. This allows HHSA to provide expanded services to the community through convenient video sessions at our Community Health Center. This supplements our part-time psychiatrist on staff, who is available only two days per week. Jackson & Coker can also provide additional coverage in times of unanticipated need, such as a fire or other disaster.

HHSA recommends contracting to meet client needs. Jackson & Coker will locate, screen, and present licensed in the State of California to provide required mental health services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved Resolution 2024-258 on June 18, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, HHSA will have difficulty finding another provider to fulfill the required additional services.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Jackson & Coker A01**
2. **Jackson & Coker 2025**

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

FIRST AMENDMENT TO AGREEMENT FOR PSYCHIATRIC SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR PSYCHIATRIC 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 Jackson & Coker Locum Tennens, LLC., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated June 25th, 2024, wherein Contractor agreed to provide psychiatric 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:

3. Paragraph 3, "COMPENSATION," and Exhibit B are hereby amended to provide that the original amount of $200,000 annually, making the total compensation paid to Contractor the not to exceed amount of $600,000 not change but reflect the updated rates as attached.

Except as herein amended, the Agreement dated June 25th, 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	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Matt Hale, Senior Vice President Jackson & Coker Locum Tennens, LLC.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Walter Wall County Counsel

Form Revision Date: 02-26-24

Rates for 2025-2026 FY- Jackson + Coker

Psychiatrist (Adult or Child)

Weekday Rate: $280-310/hour

Overtime Rate: $355-402/hour (hours worked over 8 hours/day plus hours worked on the weekend, including hours worked while on call)

Psychiatry Nurse Practitioner

Weekday Rate: $200-$230

Overtime Rate: $300-$345 (hours worked over 8 hours/day plus hours worked on the weekend, including hours worked while on call)

Family Practice Physician:

Weekday Rate: $220-$265 per hour

Overtime Rate: $325-403.50 per hour

Family Practice Nurse Practitioner:

Weekday Rate: $180-$210 per hour (w/ W2 CA Fee)

Overtime Rate: $265- $310 per hour (w/ W2 CA Fee)

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-258

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Interim Health and Human Services Agency Director

RE: Approve an Agreement with Jackson & Coker LocumTenens, LLC in the Amount of $600,000 for Staffing for Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Jackson & Coker LocumTenens, LLC in the Amount of $600,000 for Staffing for Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Jackson & Coker provides specialty independent contractor healthcare providers. This allows HHSA to provide expanded services to the community through convenient video sessions at our Community Health Center. This supplements our part-time psychiatrist on staff, who is available only two days per week. Jackson & Coker can also provide additional coverage in times of unanticipated need, such as a fire or other disaster.

HHSA recommends contracting to meet client needs. Jackson & Coker will locate, screen, and present licensed in the State of California to provide required mental health services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the fiscal year 2023-2024 agreement on October 17, 2023, through Resolution Number 2023-573. On December 19, 2023, the Board of Supervisors approved the First Amendment through Resolution Number 2023-656. On April 9, 2024, the Board of Supervisors approved the Second Amendment through Resolution Number 2024-131.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, HHSA will have difficulty finding another provider to fulfill the required additional services.

FINANCIAL IMPACT

There is no financial impact on the county fund.

ATTACHMENTS

1. **Jackson&Coker Contract FY24-25 - V5 Addendum & COI**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

DS

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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 IV Supervisor Forsythe, District II Supervisor Poe

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AGREEMENT FOR PSYCHIATRIC SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of June, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Jackson & Coker LocumTenens, LLC, 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 July 1, 2024, through and including June 30, 2027, unless extended as provided by this Agreement.

2. SERVICES

Contractor is in the business of sourcing, screening, and presenting for clients independent contractor healthcare providers to provide their own independent medical services for entities such as County on a locum tenens basis (hereinafter referred to as "staffing services") as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing services and materials necessary to perform the Scope of Work.

Contractor shall use its best efforts to present independent contractor healthcare providers acceptable to County. County agrees to use its own independent judgment as to a contractor's qualifications, credentials, and background. County acknowledges that the ultimate decision as to a contractor's qualifications belongs to County. Further, County agrees that it, or its assigned facility, will verify at County's facility, the identity of any and all independent contractor healthcare providers presented by Contractor.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is $600,000, for the term of the agreement. The annual payment shall not exceed $200,000 per year based on rates 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.

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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, $3,000,000 aggregate.

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.

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(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.

(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.

(10) County agrees to advise Contractor within 48 business hours of its notification of any incident or claim involving an independent contractor healthcare provider placed through Contractor so that Contractor may assist in its resolution.

5. HOLD HARMLESS/INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other from and against any and all third-party claims, losses, damages, costs and expenses (including reasonable attorneys' fees) that arise out of or result from the negligent, reckless, or intentional acts or omissions of the indemnifying party (the "Indemnitor") to the extent cause by the Indemnitor. Indemnification is subject to: (a) the indemnified party promptly providing the Indemnitor written notice of the claim, (b) the Indemnitor's right to control the defense and settlement of the claim (provided that the Indemnitor unconditionally releases the indemnified party from all liability); and (c) the indemnified party providing reasonable assistance to the Indemnitor. Contractor's obligation to indemnify does not extend to any acts or omission of Providers except as related to failing to

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screen and perform a commercially reasonable background check as outlined herein that should have been realized and disclosed at the time the Provider begins his/her assignment.

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. Further, both parties agree that the independent contractor healthcare providers placed by Contractor under this agreement are 1099-independnet contractors of the Contractor and are not employees, agents or subcontractors of either party. 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

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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:
Jackson & Coker LocumTenens, LLC
Attn: General Counsel
2655 Northwinds Parkway
Alpharetta, GA 30009

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

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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.

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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.

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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

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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

JACKSON & COKER LOCUMTENENS, LLC

DocuSigned by:
Matt Hale
59A3AA1EFCA147F...

Matt Hale, Senior Vice President

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

DocuSign Envelope ID: 3BD3861B-2999-4AB4-A0D7-1B8152EAFA35

Exhibit A
SCOPE OF WORK

Contractor will use its best effort to locate, screen, and present psychiatrist(s) and nurse practitioner(s) licensed in the State of California to provide psychiatric services ("Medical Services") on a temporary locum tenens independent contractor basis as requested by the County to meet the needs of the County. Acceptance of qualified candidates will be at the County's discretion. Hereinafter, the licensed psychiatrist(s) and nurse practitioner(s) are referred to as the Provider.

Contractor will also source, screen and present advanced practice providers (ie. Nurse practitioners and physician assistants) to provide clinical services to the County.

County will, whenever possible, provide in advance notice to Contractor of the need for a psychiatrist or nurse practitioner and the projected time frame.

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Jackson & Coker
2655 Northwinds Parkway
Alpharetta, GA 30009
Phone: 800.272.2707
Fax: 800.936.4562

CLIENT AGREEMENT ADDENDUM (CALIFORNIA CLIENTS)

This **CLIENT AGREEMENT ADDENDUM** (this "addendum") is between _County of Mariposa___ ("Client" or "you") and **JACKSON & COKER LOCUMTENENS, LLC** ("J&C"," "we" or "us").

1.0 Overview
This Addendum provides additional terms and conditions related to the provision to you of our locum tenens employees to provide services for you or your facility(ies) within the State of California (each, an "Assigned Employee").

2.0 Workplace Safety
To assist us in meeting the obligations required for the selected Assigned Employees to provide services at your facility(ies), you agree that you or your assigned facility(ies) will:
2.1 Retain exclusive control over the safety of the facility(ies) where the Assigned Employees work, and retain sole responsibility for compliance by such facility(ies) with applicable federal, state and local health and safety laws, regulations, ordinances, directives and rules relating to the workplace;
2.2 Use best efforts to identify and eliminate all known workplace threats to Assigned Employees' health or safety;
2.3 Take reasonable steps to evaluate the worksite conditions pertaining to the health and safety of the Assigned Employees, by doing periodic inspections;
2.4 Use best efforts to identify all known hazards to the Assigned Employees' health and safety, inform the applicable Assigned Employees of such heath and safety hazards, and take all reasonable measures to eliminate such health and safety hazards;
2.5 Supply the Assigned Employees, according to the required specialty, reasonably maintained usual and customary equipment, usual and customary supplies, a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriately trained support staff to enable the Assigned Employees to perform the services;
2.6 Supply the Assigned Employees with appropriate and required personal protective equipment ("PPE");
2.7 Provide legally required training to the Assigned Employees regarding the safe performance of job duties, the proper use of PPE, and the maintenance of a safe work environment;
2.8 Use best efforts to establish and maintain a written, effective Injury and Illness Prevention Program ("IIPP") that protects the Assigned Employees;
2.9 Demonstrate to us that you have implemented specific safety programs as required by and in compliance with state mandates and OSHA requirements;
2.10 Cooperate with us in accident/injury investigations initiated by our workers' compensation insurance carrier or its representative;
2.11 Comply with all applicable Federal, State and local laws, including but not limited to the Civil Rights Act of 1866, 1964 (including Title VII), and 1991; the Age Discrimination in Employment Act ("ADEA"); the Americans with Disabilities Act ("ADA"); the National Labor Relations Act ("NLRA"); the Vietnam Era Veteran's Readjustment Assistance Act ("VEVRAA"); the Fair Credit Reporting Act ("FCRA"); the Immigration Reform and Control Act ("IRCA"); the Older Workers Benefits Protection Act ("OWBPA"); the Occupational Health and Safety Act ("OSHA"); the Uniformed Services Employment and Reemployment Rights Act ("USERRA"); the Genetic Information Non-Discrimination Act ("GINA"); and all other applicable local, state (including any and all states within the United States), and federal laws governing discrimination and harassment in the workplace and the regulation of wages and hours in the workplace; and
2.12 Represent and warrant that you have maintained, and will continue to maintain throughout the term of the Client Agreement and this Addendum, your workplace(s), machinery, equipment, and environmental factors in compliance with applicable workplace safety laws.

3.0 Onboarding and Orientation
To enable us to ensure that the selected Assigned Employees are properly prepared and oriented to provide services at your facility(ies), you agree that you or your assigned facility(ies) will:
3.1 Cooperate with us to assure that each Assigned Employee has submitted all documentation required for such Assigned Employee to be properly onboarded at your facility(ies);
3.2 Provide all Assigned Employees with orientation and/or training so that they become properly oriented to and familiar with your facility(ies) and your workplace safety policies;
3.3 Provide all Assigned Employees with training on your electronic health records ("EHR") system;
3.4 Distribute to the Assigned Employees all policies and procedures with which you expect the Assigned Employees to comply; and
3.5 Provide each Assigned Employee with a designated workplace manager or supervisor and, as applicable, with a supervising physician.

4.0 General
4.1 You agree to provide J&C with prompt notice of your inability to meet any of the provisions set forth herein.
4.2 Any conflict between the terms of this Addendum and the terms of the Client Agreement shall be governed by the terms of this Addendum.

[Signatures on next page]

Initial: DS C HHSA

The effective date of this Client Agreement Addendum is June 18th, 20 24.

CLIENT:

DocuSigned by:
Miles S Menetrey
B43EC70C19BE446...

By: _____

Title: Chair, Board of Supervisors

Date:
6/26/2024 | 12:40 PM PDT

Federal Employer ID:
94-6000-880

Notice Address:

5362 Lemee Lane
Mariposa CA,
95338

Attn: Health and Human Services
Fax: N/A

JACKSON & COKER LOCUMTENENS, LLC:

DocuSigned by:
Matt Hale
59A3AA1FFCA147F...

By: _____

Title: SVP Finance

Date: 6/27/2024 | 5:20 AM PDT

Notice Address:

2655 Northwinds Parkway
Alpharetta, GA 30009
Attn: _____
Fax: (800)936-4562

Approved as to Form:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steven W. Dahlem
County Counsel

DocuSign Envelope ID: 3BD3861B-2999-4AB4-A0D7-1B8152EAFA35

Exhibit B
COST PROPOSAL

Psychiatrist (Adult or Child)
Weekday Rate: $270.00-$300.00
Overtime Rate: $345.00- $392.00 (hours worked over 8 hours/day plus hours worked on the weekend,
including hours worked while on call)

Nurse Practitioner
Weekday Rate: $200.00- $230.00
Overtime Rate: $300.00- $345.00 (hours worked over 8 hours/day plus hours worked on the weekend,
including hours worked while on call)

Family Practice Physician
Weekday Rate: $210.00-$255.00 per hour
Overtime Rate: $315.00-$383.50 per hour

Family Practice Nurse Practitioner
Weekday Rate: $170.00- $200.00 per hour (w/ W2 CA Fee)
Overtime Rate: $255.00- $300.00 per hour (w/ W2 CA Fee)

Holiday: Premium of one-half of the daily rate
Perm Fee: 30K after 60 days of locums
The hourly rates are per hour per licensed provider or pro-ration thereof.
The all-inclusive rates include the provider's hourly rate, travel and lodging expenses, and malpractice insurance.
Holiday Premium: A premium of one-half of the daily rate (4 hours x weekday rate) will be charged for Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and any other holidays recognized by COUNTY should the PROVIDER render Medical Services/work on the holiday. The premium of one- half of the daily rate will be charged in addition to the full day rate or the actual number of hours worked, whichever is greater. Should PROVIDER have call duties on the holiday, the premium of one-half of the daily rate will be charged in addition to the Weekend/Holiday on-call rate.
RECRUITMENT FEE

COUNTY may enter into a direct relationship with a PROVIDER who has worked with COUNTY or has been introduced or presented by CONTRACTOR, following completion of 60 days locum tenens coverage by that PROVIDER. The recruitment fee is $40,000.00 for a physician, and $30,000.00 for an NP. The recruitment fee is payable for any PROVIDER introduced to COUNTY by CONTRACTOR who:

A. Accepts a position with COUNTY where PROVIDER was assigned or any facility, organization or group owned or operated by, or affiliated with COUNTY, within two

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years of the date the PROVIDER was introduced or presented, or if the PROVIDER worked, two years from the last day the PROVIDER last provided Medical Services to COUNTY; or

B. Engages in locum tenens coverage for COUNTY, except through CONTRACTOR, within two years of the date the PROVIDER was introduced or presented and did not work, or if the PROVIDER worked, two years from the last day the PROVIDER last provided Medical Services to COUNTY.

C. The recruitment fee is due on the first day the PROVIDER performs any of the Medical Services listed above. Pending CONTRACTOR'S receipt of the recruitment fee, paid in full, all locum tenens fees based on the current rates structure will remain in full effect and due through the date on which the recruitment fee is paid in full. The locum tenens fees will not be credited against the separate recruitment fee. These obligations will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Agreement and whether or not either party is in breach of any term of this Agreement.

CONTRACTOR may enter into a direct relationship with a COUNTY PROVIDER who has worked with CONTRACTOR or has been introduced or presented by COUNTY. The recruitment fee IS $40,000.00 for a physician, $30,000.00 for an NP. The recruitment fee is payable for any COUNTY PROVIDER introduced to CONTRACTOR by COUNTY who:

A. Accepts a position with CONTRACTOR where COUNTY PROVIDER was assigned or any facility, organization or group owned or operated by, or affiliated with CONTRACTOR, within two years of the date the COUNTY PROVIDER was introduced or presented, or if the COUNTY PROVIDER worked, two years from the last day the COUNTY PROVIDER last provided services to CONTRACTOR; or

B. Engages in locum tenens coverage for CONTRACTOR, except through COUNTY, within two years from the last day the provider last provided Medical Services to COUNTY.

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 9/22/2023

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

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

PRODUCER DENISE D. BARNES USI HEALTHCARE – A DIVISION OF USI SOUTHWEST, INC. 9811 KATY FREEWAY, SUITE 500 HOUSTON, TX 77024	**CONTACT NAME:** SATRINA AMODEI **PHONE (A/C, No, Ext):** 713-490-4606 **FAX (A/C, No):** 713-343-5025 **E-MAIL ADDRESS:**
INSURED JACKSON & COKER LOCUM TENENS, LLC 2655 NORTHWINDS PARKWAY ALPHARETTA, GA 30009	**INSURER(S) AFFORDINGCOVERAGE** / **NAIC #** **INSURER A:** NATIONAL FIRE & MARINE INSURANCE COMPANY 20079 **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DDYY/YY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABLITY CLAIMS-MADE | X | OCCUR **GEN'L AGGREGATE LIMIT APPLIES PER:** X POLICY | PRO-JECT | LOC			HN006655	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS – COMP/OP AGG EMPLOYEE BENEFITS	$1,000,000 $1,000,000 $10,000 $1,000,000 $3,000,000 $3,000,000 $ N/A
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			N/A	N/A	N/A	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ N/A $ N/A $ N/A $ N/A
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS MADE DED | RETENTION $			N/A	N/A	N/A	EACH OCCURRENCE AGGREGATE	$ N/A $ N/A
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under **Y / N** DECRIPTION OF OPERATIONS below	N / A		N/A	N/A	N/A	WC STATU-TORY LIMITS | OTH-ER E.L. EACH ACCIDENT E.L. DISEASE – EA EMPLOYEE E.L. DISEASE – POLICY LIMIT	 $ N/A $ N/A $ N/A
				N/A	N/A	N/A	N/A	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remakrs Schedule, if more space is required)

COUNTY OF MARIPOSA HEALTH AND HUMAN SERVICES AGENCY IS INCLUDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY AS R EQUIRED BY WRITTEN CONTRACT.
CLIENT ID: 175727

CERTIFICATE HOLDER

COUNTY OF MARIPOSA HEALTH AND HUMAN SERVICES AGENCY
5362 LEMEE LANE
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 LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/22/2024

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 MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 102427800-ALL-AW-24-25	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Jackson & Coker Locum Tenens, LLC 2655 Northwinds Parkway Suite 300 Alpharetta, GA 30009	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Fire Insurance Co — 19682 **INSURER B :** Hartford Accident & Indemnity Co. — 22357 **INSURER C :** Twin City Fire Insurance Co — 29459 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** ATL-005722331-02 **REVISION NUMBER:** 2

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	
	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ $ $ $ $ $ $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			20 AB S79902	04/29/2024	04/29/2025	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 [ ]	$ $ $
B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		20 WN S79900 (AOS) 20 WBR S79901 (WI)	04/29/2024 04/29/2024	04/29/2025 04/29/2025	[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)

The County of Mariposa, its officilas, employees & volunteers is/are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

County of Mariposa
P.O. 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

Marsh USA LLC

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 3/20/2024

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 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 DENISE D. BARNES USI HEALTHCARE – A DIVISION OF USI SOUTHWEST, INC. 9811 KATY FREEWAY, SUITE 500 HOUSTON, TX 77024	**CONTACT NAME:** SATRINA AMODEI **PHONE (A/C, No, Ext):** 713-490-4606 **FAX (A/C, No):** 713-343-5025 **E-MAIL ADDRESS:**
INSURED JACKSON & COKER LOCUM TENENS, LLC 2655 NORTHWINDS PARKWAY ALPHARETTA, GA 30009	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A:** NATIONAL FIRE & MARINE INSURANCE COMPANY 20079 **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABLITY CLAIMS-MADE | X | OCCUR **GEN'L AGGREGATE LIMIT APPLIES PER:** X POLICY | PRO-JECT | LOC			HN069779	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS – COMP/OP AGG EMPLOYEE BENEFITS	$1,000,000 $1,000,000 $10,000 $1,000,000 $3,000,000 $3,000,000 $ N/A
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			N/A	N/A	N/A	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ N/A $ N/A $ N/A $ N/A
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS MADE DED | RETENTION $			N/A	N/A	N/A	EACH OCCURRENCE AGGREGATE	$ N/A $ N/A
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under **Y / N** DECRIPTION OF OPERATIONS below	N / A		N/A	N/A	N/A	WC STATU-TORY LIMITS | OTH-ER E.L. EACH ACCIDENT E.L. DISEASE – EA EMPLOYEE E.L. DISEASE – POLICY LIMIT	$ N/A $ N/A $ N/A
A	MEDICAL PROFESSIONAL LIABILITY – OCCURRENCE			HN069779	10/01/2023	10/01/2024	$1,000,000 PER EVENT $3,000,000ANNUAL AGGREGATE $10,000,000 TOTAL POLICY AGGREGATE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remakrs Schedule, if more space is required)

COUNTY OF MARIPOSA IS INCLUDED AS ADDITIONAL INSURED AS RESPECTS TO GENERAL AND PROFESSIONAL LIABILITY POLICES AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

COUNTY OF MARIPOSA
P.O. 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: 3BD3861B29994AB4A0D71B8152EAFA35 Status: Completed

Subject: Complete with Docusign: 24-258 - HHSA - 1379 - Jackson&Coker Contract FY24-25 - V5 & COI.pdf

Source Envelope:

Document Pages: 19 Signatures: 7 Envelope Originator:

Certificate Pages: 5 Initials: 2 Mariposa Clerk of the Board

AutoNav: Enabled 5100 Bullion St FL 2

EnvelopeId Stamping: Enabled Mariposa, CA 95338

Time Zone: (UTC-08:00) Pacific Time (US & Canada) COBagreements@mariposacounty.org

IP Address: 64.118.100.36

Record Tracking

Status: Original Holder: Mariposa Clerk of the Board Location: DocuSign

6/25/2024 2:34:51 PM COBagreements@mariposacounty.org

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: 6/25/2024 2:38:05 PM Viewed: 6/26/2024 9:06:01 AM Signed: 6/26/2024 9:06:32 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: 104.28.85.187 Signed using mobile	Sent: 6/26/2024 9:06:33 AM Viewed: 6/26/2024 12:40:30 PM Signed: 6/26/2024 12:40:58 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: 6/26/2024 12:41:00 PM Viewed: 6/26/2024 1:07:04 PM Signed: 6/26/2024 1:18:31 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Matt Hale mhale@jacksonandcoker.com SVP Finance Jackson & Coker Security Level: Email, Account Authentication (None)	DocuSigned by: Matt Hale 59A3AA1FFCA147F... Signature Adoption: Pre-selected Style Using IP Address: 138.43.116.75	Sent: 6/26/2024 1:18:33 PM Viewed: 6/26/2024 1:25:10 PM Signed: 6/27/2024 5:20:18 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 6/26/2024 1:25:10 PM ID: 24339c3c-cf4b-4f62-829b-34a4b172ab54		
Contracts HHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 6/27/2024 5:20:20 AM Viewed: 6/27/2024 8:25:36 AM Signed: 6/27/2024 12:31:27 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	6/25/2024 2:38:05 PM
Certified Delivered	Security Checked	6/27/2024 8:25:36 AM
Signing Complete	Security Checked	6/27/2024 12:31:27 PM
Completed	Security Checked	6/27/2024 12:31:27 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 2025-231

MEETING: June 17, 2025

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Regents of the University of California Dba: University of California, Davis in the Amount of $79,050 for Training; and Authorize the Board of Supervisors Chair to Sign the Agreement

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RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the Regents of the University of California Dba: University of California, Davis in the Amount of $79,050 for Training; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County is part of a multi-county consortium (Inter-County Training Consortium) to provide specialized training for Health and Human Services Agency staff. As part of the consortium and this agreement, UC Davis Extension customizes on-site training for our county, allows us to attend training in other counties, and offers institutes on the Davis Campus and other venues.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The most recent agreement was approved by the Board on September 17, 2024, through Resolution #2024-405.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board decide not to approve this contract, the Agency would not be able to access highly valuable training that is needed to keep employees knowledgeable in the field of Health and Human Services programs and personal development.

FINANCIAL IMPACT

None

ATTACHMENTS

1. UC Davis 2026

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

UC Davis Agreement #_____
CPE Agreement # GENT-2025-18
Control # C114640

TRAINING SERVICES AGREEMENT

(County of Mariposa, a political subdivision of the State of California, through its Mariposa County Health and Human Services Agency)

THIS AGREEMENT (**"Agreement"**) is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (**"University"**), on behalf of its Davis Campus Continuing and Professional Education (the **"CPE"**) and County of Mariposa, a political subdivision of the State of California, through its Mariposa County Health and Human Services Agency (**"User"**).

RECITALS

WHEREAS, The CPE has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a training program (**"Program"**) and;

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (**"Exhibit B"**, if applicable);

NOW, THEREFORE, University shall furnish the following services to User.

TERMS AND CONDITIONS

1. Services: University shall present the program (**"Program"**) as more fully described in "Exhibit A", attached hereto and incorporated herein (collectively, the **"Services"**). Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.

    a. Limit on attendance: No more than thirty-five (35) persons per course session may attend without the prior written approval of the University.

    b. Reschedule/cancel of class: If User reschedules or cancels any training class within ten (10) calendar days of the Program start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.

2. Term: The term of this Agreement shall be from July 1, 2025 and continue through June 30, 2026. All courses must be completed by June 30, 2026.

3. Payment: User shall pay University for Service as set forth in "Exhibit A", attached hereto and incorporated herein. CPE will provide User thirty (30) days' written notice of any proposed rate change and an option to amend or terminate the Agreement. User shall pay for Services within thirty (30) days of User's receipt of University's invoice. CPE reserves the right to suspend performance of Services if User fails to make payment in full within sixty (60) days.

4. Rules, Regulations, Policies and Guidelines: When on University property, User agrees to comply with all federal, state and local laws and University policies, as well as guidelines from the Centers for Disease Control and Prevention, state, county and other local state public health officials and University health and wellness standards, which may change from time-to-time with little or no notice. User is responsible for ensuring that its directors, officers, agents, employees, and participants who will participate in the Services at University property, comply with all applicable requirements.

5. Indemnification: The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

6. Insurance: University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:

    a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars ($1,000,000).

    b. Auto Liability including non-owned automobiles, with a minimums as follows:

        i. Bodily injury
            1. Per person $1,000,000
            2. Per accident $1,000,000
        ii. Property damage $1,000,000

    c. Workers Compensation insurance in accordance with California state law.

    d. Employer's Liability coverage in the amount of one million dollars ($1,000,000).

    e. If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

f. Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

g. Upon University's request, User shall provide University written evidence of User's insurance coverage relevant to the presence or activity of User, its officers, agents, and employees while in, on or about University property or in connection with this Agreement. In the event User's coverage is not acceptable to University, University shall have the right to immediately suspend Services. If User fails to provide acceptable insurance within ten (10) days after University's written notice, University may terminate this Agreement.

7. Non-Liability of University:

a. Consequential Damages: University shall not be liable for any loss of profits, claims against User by any third party, or consequential damages.

b. Delay/Desired Result: University shall incur no liability to User or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform Services, or failure to achieve a desired result.

c. Liability Limitation: University's liability for damages shall not exceed the total of all charges paid by User.

8. Confidential Information: During the course of this Agreement, User may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, User shall submit confirmation in writing within five (5) days of such disclosure. Notwithstanding, the foregoing, University agrees to safeguard names and addresses of individuals received through the performance of this Agreement in accordance with Welfare and Institution Code Section 10850.

a. University's Obligation: University shall treat User's Confidential Information in the same manner as University treats its own similar information. Upon User's written request, University shall use reasonable means to protect User's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by User. Should such protection occur, any related costs shall be borne by User. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.

b. Exempt Information: Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a

third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to User that Confidential Information is being sought by a third party, to afford User an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at User's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon User's request, University agrees to cease using all Confidential Information and to return it promptly to User.

c. Time Limitation: University shall not divulge User's Confidential Information for a period of three (3) years following termination of this Agreement, or earlier if User makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.

d. Disposition of Confidential Information: Upon completion of Services or termination of this Agreement, by User's written request, University shall return any Confidential Information. Absent such request, CPE shall destroy or dispose of it according to its established procedures.

9. Disclaimer of Warranty: UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. University's Right to Use Data: University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the Services described in Exhibit A.

11. Ownership of Workshop Deliverables: University shall own and retain all rights, including copyrights, in all course materials and other works prepared by University under this Agreement.

12. Use of University's Name: User shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

13. Termination: Either party may terminate this Agreement at any time by giving the other party thirty (30) calendar days' written notice of such action.

14. Force Majeure: Neither party shall be liable for delays due to causes beyond the party's control, including, but not limited to, acts of God, war, public enemy, civil disturbances, earthquakes, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, rolling

blackouts, terrorist threats or actions on University property and unusually severe weather, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

15. Federal Contract Compliance: If this Agreement is funded wholly or in part with by a grant or contract from an agency of the federal government, University shall comply with all terms and conditions applicable to recipients of such funds and their contractors.

16. Conflict of Interest: User affirms that, to the best of User's knowledge, no University employee who has participated in University's decision-making concerning this Agreement has an "economic interest" in this Agreement or User. A University employee's "economic interest" means:

    a. An investment worth $2,000 or more in User or its affiliate;

    b. A position as director, officer, partner, trustee, employee or manager of User or its affiliate;

    c. Receipt during the past 12 months of $500 in income or $440 in gifts from User or its affiliate; or

    d. A personal financial benefit from this Agreement in the amount of $250 or more.

    In the event of a change in these economic interests, User shall provide written notice to University within thirty (30) days after such change, noting such changes. User shall not be in a reporting relationship to a University employee who is a near relative, nor shall a near relative be in a decision-making position with respect to User.

17. Tobacco-free Campus: University is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all University owned or leased sites.

18. Equal Opportunity Affirmative Action: University will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, University will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This**

contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, University agrees to adhere to the California Fair Employment and Housing Act. University will provide User on request a breakdown of its labor force by groups as specified by University, and will discuss with University its policies and practices relating to its affirmative action programs. University will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

19. CANRA: University represents and warrants that it complies with the California Child Abuse and Neglect Reporting Act (**"CANRA"**). Failure to comply with CANRA will constitute a material breach of the Agreement and be grounds for termination.

20. Notices: Notices shall be directed to the appropriate parties at the following addresses:

UNIVERSITY Michell Franklin Program Director Continuing & Professional Education University of California, Davis 463 California Drive Davis, CA 95616 E-mail: mtfranklin@ucdavis.edu	USER Beth Alexander Administrative Analyst Mariposa County Health & Human Services Agency 5362 Lemee Lane PO Box 99 Mariposa, CA 95338 E-mail: balexander@mariposacounty.org
ADDITIONAL UNIVERSITY Human Services Custom Training and Services Continuing & Professional Education University of California, Davis 463 California Drive Davis, CA 95616 E-mail: UCDE-CTS@ou.ad3.ucdavis.edu	ADDITIONAL USER Kimberly Keith Staff Development Coordinator Mariposa County Health & Human Services Agency 5362 Lemee Lane PO Box 99 Mariposa, CA 95338 E-mail: kkeith@mariposacounty.org

21. Attorneys' Fees: If any action at law or equity is brought to enforce or interpret the terms of this Agreement, including collection of delinquent payment, the prevailing party shall be entitled to

reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

22. Relationship of the Parties: The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or User of the other in their relationship under this Agreement.

23. Governing Law: This Agreement shall be construed pursuant to California law.

24. Amendment: No change in any term or condition of this Agreement shall become effective unless by amendment in writing signed by both parties.

25. Severability: If a provision of this Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

26. Entire Agreement: The terms of User's addendum or purchase order shall have no effect on the terms and conditions of this Agreement. This Agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or Agreement between them, written or oral, regarding the same subject matter.

[Signatures on next page]

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AGREED AND ACCEPTED:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____

UC Davis

Date: _____

COUNTY OF MARIPOSA

By: _____
Rosemarie Smallcombe, Chair
Board of Supervisors

Date: _____

COUNTERSIGNED
(*Government Code §25103***)**

By: _____
Danielle Bondshu
Clerk of Board

Date: _____

APPROVED AS TO FORM:

By: _____
Walter Wall
County Counsel

Date: _____

EXHIBIT A

TRAINING PROGRAM

1. 20.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Continuing and Professional Education curriculum.

2. University will provide the following:

   a. Needs assessment, curriculum planning and implementation.
   b. Instructional and student services.
   c. Instructional materials.
   d. Evaluation and feedback.
   e. Continuing education credit.
   f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
   g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
   h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
   i. Per client request, 7% cost share shall be applied only to actual expenses incurred under this contract.

3. User will provide the following:

   a. Training facility and audio-visual equipment.
   b. On-site coordination of training.

Training Units	CHS Daily Rate		
20.00	$ 4,250.00	$85,000.00	Total Contract Amount
		($5,950.00)	Less CPE 7% Cost Share
		$79,050.00	**Total User Contract Share**

Exhibit B

INSERT EXHIBIT B INFORMATION HERE, IF THERE IS NO EXHIBIT B, PLEASE STATE "N/A" ON THIS EXHIBIT.

N/A

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-232

MEETING: June 17, 2025

TO: The Board of Supervisors

FROM: Matt Johnson, Librarian

RE: Approve Budget Action Transferring Funds from the Library Private Donation Fund to the Library Department in the General Fund to Cover Special Departmental Supplies Purchases ($22,000)(4/5th Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Transferring Funds from the Library Private Donation Fund to the Library Department in the General Fund to Cover Special Departmental Supplies Purchases ($22,000)(4/5th Vote Required).

The budget action form increases the Extra Help account, because that is actually where the budget shortfall exists, however, the Library intends to use the funding transferred to offset purchases already made in the Special Departmental Supplies account.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In certain instances, budget actions transferring funding from one fund to another require Board approval. The Board has typically approved these type of transfers in the past to offset unanticipated increases in operational expenses.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the budget action. Should this budget action not be approved, the library will not be able to cover the cost of the increased need for Extra Help staff coverage.

FINANCIAL IMPACT

Funding is requested to be transferred from the Library Private Donation fund to the Library operating budget. There will be no impact to the General Fund.

ATTACHMENTS

1. Library FY25 adjustment

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3430	606	60201	Miscellaneous Expenses			22,000
3430	606	80111	Transfer Out		22,000	
1001	606	49101	Transfer In		(22,000)	
1001	606	51112	Extra Help		22,000	
				TOTALS	22,000	22,000

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: 24/25

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-233

MEETING: June 17, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Adopt a Resolution Denying Appeal-PLAN-DIS-2025-00029 with Findings and Upholding the Planning Commission's Approval of the Happy Goat Project Conditional Use Permit Application No. 2023-078 with Findings, Conditions and Mitigation Measures, APN 012-041-002 (5030 CYA Road, Mariposa, CA) Daniel Wilson, Appellant

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RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Denying Appeal-PLAN-DIS-2025-00029 with Findings and Upholding the Planning Commission's Approval of the Happy Goat Project Conditional Use Permit Application No. 2023-078 with Findings, Conditions and Mitigation Measures, APN 012-041-002 (5030 CYA Road, Mariposa, CA) Daniel Wilson, Appellant.

At the June 3, 2025, Board meeting, a public hearing was held regarding the the Board took tentative action to deny Appeal PLAN-DIS-2025-00029 and upheld the Planning Commission's approval of the Happy Goat Project Conditional Use Permit (CUP) No. 2023-078 with findings, conditions and mitigation measures

A draft resolution was considered as part of the Appeal proceedings. Staff prepared the final resolution to include language in the resolution to memorialize the result of the Board of Appeal proceedings and the Board's action on the Appeal.

Staff recommends adoption of the resolution.

(Please see Attachment A- Resolution)

BACKGROUND AND HISTORY OF BOARD ACTIONS

June 3, 2025 Public Hearing Board took Tentative Action Denying Appeal-PLAN-DIS-2025-00029 whci included direction to prepare a final resolution for Board action.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board could take action to adopt an amended resolution.
No Action would delay the adoption of the resolution, which could impact the Appeal process and Conditional Use Permit approval.
Negative action would reverse the Board's action taken on June 3, 2025, and could require an additional Appeal Public Hearing and denial of the CUP. This would also require resolution and findings

be prepared for the consideration and action and at a future date.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Attachment A - Resolution

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

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No. 2025-XXX

A Resolution Denying Appeal-PLAN-DIS-2025-00029 with Findings and Upholding the Planning Commission's Approval of the Happy Goat Project Conditional Use Permit Application No. 2023-078 with Findings, Conditions and Mitigation Measures. APN 012-041-002 (5030 CYA Road, Mariposa, CA)

WHEREAS, an application for a Conditional Use Permit was received on the 27th day of June 2023 from Happy Goat, Inc. to operate a Special Event Facility at 5030 CYA Road, Mariposa, CA (APN 012-041-002); and

WHEREAS, the project site plan and proposed uses evolved to add and/or eliminate proposed uses and facilities with the final and operative site plan being the version dated July 18 2024, as amended for septic system siting locations, received by Mariposa Planning on February 13, 2025; and

WHEREAS, for each revision to the project, the Planning Department circulated the application among trustee and responsible agencies, interested public organizations, and others as appropriate; and

WHEREAS, an Initial Study and proposed Mitigated Negative Declaration were prepared for the Happy Goat Project pursuant to the California Environmental Quality Act; and

WHEREAS, the duly noticed 30-day review period for the Initial Study/proposed Mitigated Negative Declaration ran locally and through the State Clearinghouse (No. 2025020540) from February 14, 2025 through March 17, 2025.; and

WHEREAS, a Staff Report, proposed Mitigated Negative Declaration, public comments received, response to comments, findings, conditions and an environmental determination were prepared pursuant to the California Government Code, Mariposa County Code, Mariposa County General Plan, the California Environmental Quality Act, and local administrative procedures; and

WHEREAS, a duly noticed Planning Commission public hearing for the project and proposed Mitigated Negative Declaration was scheduled for the 21st day of March 2025; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered staff's recommendations, all of the information in the public record, including the Staff Report, Initial Study and proposed Mitigated Negative Declaration, project findings, mitigation measures, conditions of approval, testimony presented by the public concerning the application, and the comments of the applicant; and

WHEREAS, on the 21st day of March 2025, the Mariposa County Planning Commission adopted Resolution No. 2025-004 approving the Happy Goat Project Conditional Use Permit Application No. 2023-078 to operate a Special Event facility by:

- Adopting a Mitigated Negative Declaration for the project; and
- Approving the project application with findings, conditions, mitigation measures, and a mitigation monitoring program; and

WHEREAS, an appeal of the Planning Commission and Planning Director actions in the review and approval of Conditional Use Permit Application No. 2023-078 was submitted to County administrative offices by Daniel Wilson on the 12th day of April 2025 (Appeal-PLAN-DIS-2025-00029); and

WHEREAS, Appeal-PLAN-DIS-2025-00029 was deemed sufficient for processing and was forwarded to Mariposa Planning on the 21st day of April 2025; and

WHEREAS, the appellant filed additional information for the appeal with the County administrative offices and the Mariposa County Planning Department on May 9, 2025, and

WHEREAS, the processing of Appeal-PLAN-DIS-2025-00029 was conducted pursuant to Mariposa County Resolution No. 10-92, entitled the Mariposa County Appeals Procedure; and

WHEREAS, a duly noticed Board of Supervisors public hearing on Appeal-PLAN-DIS-2025-00029 was scheduled for the 3rd day of June 2025; and

WHEREAS, a Staff Report packet was prepared for the Board of Supervisors' public hearing pursuant to the California Government Code, Mariposa County Code, and local administrative procedures; and

WHEREAS, the Board of Supervisors did hold a public hearing on the noticed date and considered all of the information in the public record, including the Notice of Appeal, the Staff Report, the testimony presented at the public hearing by the appellant, project applicant and members of the public, and correspondence submitted for the public hearing; and

WHEREAS, the oral staff report to the Board of Supervisors presented by Mariposa Planning staff at the hearing included a reiteration of the appeal points and Mariposa Planning staff's response to those appeal points; and

WHEREAS, the Board of Supervisors provided sufficient opportunity to both the appellant and project applicant to address appeal points and invited both parties to respond to the Board's questions and requests for clarifications regarding the project and appeal points; and

WHEREAS, the Board of Supervisors took tentative action at the public hearing to deny Appeal PLAN-DIS-2025-00029 as follows:

ON MOTION BY Supervisor Menetrey, seconded by Supervisor Kiser, the Board of Supervisors takes tentative action to deny Appeal PLAN-DIS-2025-00029 this 3rd day of June 2025 by the following vote:

AYES: Menetrey, Kiser, Smallcombe, Toso, Poe
NOES: None
EXCUSED: None
ABSTAIN: None

WHEREAS, the Board of Supervisors' tentative action is finalized by this resolution that includes the Board's findings based on the public hearing and the Board's consideration of the entire public record on the appeal.

NOW, THEREFORE BE IT RESOLVED THAT, the Board of Supervisors does hereby adopt a resolution:

1) Denying Appeal-PLAN-DIS-2025-00029 based on findings; and
2) Upholding the Planning Commission's approval of Conditional Use Permit No. 2023-078 for the Happy Goat Inc. Special Events Facility.

BE IT FURTHER RESOLVED THAT, the Board of Supervisors has exercised its independent judgment and has determined that Planning Commission Resolution No. 2025-004 adopting a Mitigated Negative Declaration (SCH No. 2025020540) and approving Conditional Use Permit Application No. 2023-078, with findings, conditions, mitigation measures, and mitigation monitoring documented and established sufficient objective justification for approval of Conditional Use Permit Application No. 2023-078.

BE IT FURTHER RESOLVED THAT, the Board of Supervisors' actions, interpretations and determinations are based on the following findings:

1. The Board of Supervisors reviewed the Planning Commission's approval of Conditional Use Permit Application No. 2023-078 for the Happy Goat Project and finds that the Commission adequately reviewed the public record for the project, including the Initial Study/proposed Mitigated Negative Declaration, staff report and public testimony and arrived at an appropriate decision to adopt a Mitigated Negative Declaration and approve the project with findings, conditions of approval, mitigation measures and a mitigation monitoring program.

2. The Board of Supervisors further finds that the Planning Commission based its decision of approval, including findings, on the latest revised site plan dated July 18, 2024, as amended for septic system siting locations, received by Mariposa Planning on February 13, 2025. The Planning Department adequately addressed and processed revisions to the project, including the management of cost accounting fees billed to the applicant to process the project.

3. The Board of Supervisors further finds that the Planning Commission acted appropriately in not using prior and ongoing neighbor complaints and requests for investigations regarding by-right agricultural activities and uses on the project site as a basis for decision on the conditional use permit, but accurately assessed that existing activities and uses on the project site that have been the source of neighbor complaints, including potential air, noise, and traffic impacts, will be subject to all applicable standards for Special Event Facilities as described in Section 17.108.220 of Mariposa County Code as well as adopted conditions of approval for the project, and that the Initial Study prepared for the project adequately discussed potential environmental effects of uses and activities on the project site.

4. The Board of Supervisors further finds that the Planning Commission's adopted conditions of approval for the project, which include mitigation measures and those conditions mandating project adherence to the standards of the Special Event Facilities ordinance, are adequate to address potential impacts on neighboring properties in the future and were adopted in accordance with provisions of Section 17.112 *Conditional Use Permits* contained in Title 17, Mariposa County Zoning Code.

5. The Board of Supervisors further finds that the Planning Commission duly considered appellant's requests to establish a probationary period for the project and to expand the reporting and monitoring requirements for Special Event facility operators in determining that existing reporting and monitoring requirements mandated by Section 17.108.220(G) of Special Event Facilities standards and the adopted conditions of approval, including mitigation measures, to be adequate for monitoring Special Event activities on the project site.

6. The Board of Supervisors further finds that misidentification of supervisorial districts represented by Planning Commissioners on the Planning Commission's March 21, 2025 agenda and an incorrect reference to the supervisorial district in which the project site is located did not impact the Commission's action on the project and therefore does not warrant a disqualification of the Commission's action.

7. The Board of Supervisors further finds that the Planning Director acted with appropriate discretion in not requesting the Planning Commission to act on code compliance and

request for investigation issues associated with the property as part of the Commission's action on the conditional use permit. The Director introduced the past contentious issues between the project applicant and the appellant as background information regarding activities on the project site in recognition of the tangential relationship between past and existing activities and uses on the project site and their inclusion in the activities proposed as part of the Special Event facility. The Director appropriately determined that the Planning Commission hearing on the conditional use permit application was not the proper forum for a discussion of code compliance and request for investigation issues that were related to by-right agricultural activities and uses on the project site.

8. The Board of Supervisors further finds that the Planning Director did not "declare" a Mitigated Negative Declaration for the project and acted in compliance with County policy, administrative procedures and the California Environmental Quality Act in recommending that the Planning Commission adopt a Mitigated Negative Declaration.

9. The Board of Supervisors finally finds that appellant's request to re-evaluate the project to address potential impacts from the project on appellant's property could require a revised site plan, additional environmental review, and a remanding of the project back to the Planning Commission for further review, a process that would be unlikely to result in a more favorable decision for the appellant in light of the volume of information initially reviewed by the Commission, and would unduly delay implementation of the Special Event facility.

BE IT FURTHER RESOLVED THAT, the Board of Supervisors' actions, interpretations and determinations are based on Mariposa Planning Commission Resolution No. 2025-004, which is hereby incorporated into this resolution by reference.

BE IT FURTHER RESOLVED THAT, this action on Appeal-PLAN-DIS-2025-00029 is based upon the discussion of Appeal Issues as contained in the Staff Report to the Board of Supervisors, which is hereby incorporated into this resolution by reference.

BE IT FURTHER RESOLVED THAT, the custodian of the record of the proceedings is the Clerk of the Board of Supervisors.

BE IT FINALLY RESOLVED THAT, if any section, subsection, sentence, clause, word, phrase or finding of this resolution is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this resolution. The Board of Supervisors hereby declares each section, subsection, sentence, clause, word, phrase or finding is severable.

ON MOTION BY Supervisor Menetrey, seconded by Supervisor Kiser, this resolution is duly passed and adopted this 17th day of June 2025 by the following vote:

AYES: Menetrey, Kiser, Smallcombe, Toso, Poe
NOES: None
EXCUSED: None
ABSTAIN: None

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bondshu,
Clerk of the Board of Supervisors

Approved as to Form:

_____
Walter W. Wall
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-234

MEETING: June 17, 2025

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Approve Fourth Amendment to Memorandum of Understanding (MOU) with the County of Tuolumne for the Placement and Detention of Mariposa Youth at the Motherlode Regional Detention Facility (MRDF); and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve Fourth Amendment to Memorandum of Understanding (MOU) with the County of Tuolumne for the Placement and Detention of Mariposa Youth at the Motherlode Regional Detention Facility (MRDF); and Authorize the Board of Supervisors Chair to Sign the Amendment.

The program has received state-wide recognition for its ability to protect the community while offering services that are evidence-based and proven to successfully return youth back to their families and for them to remain law-abiding.

Mariposa County has contracted for one guarteed detention bed per day, as was done with Amendment #1, which ended 04/30/22 and Amendment #2, which ended 06/30/24 and Amendment #3, which ends 06/30/25. Amendment #4 reflects Mariposa County's need to contract for two guaranteed detention beds per day. The funding for Amendment #4 to the original MOU will allow the Probation Department to utilize Tuolumne Regional Detention Facility when needed.

Having a facility close to Mariposa with youth that have similar needs to our youth, is a benefit to Mariposa County now and in the future.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has been supportive of keeping Mariposa youth that need to be detained as close to our community and their families as possible.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this addendum is not approved, Mariposa County Probation could have difficulty finding a detention program close to Mariposa with the type of programs that Tuolumne has proved successfully for local youth. In the first Amendment, Resolution 2020-450, the second Amendment, 2022-431 and the third Amendment 24-1432, the board approved funding for a guaranteed bed for 2021 through June 30, 2025.

FINANCIAL IMPACT

There is no impact to the General Fund for the contracted beds as costs were included in the 2025-2026 associated budgets for juvenile detention. However, should the need arise for additional non-contracted juvenile hall beds, this will impact general fund 1001-223.

ATTACHMENTS

1. **Agreement 2025-2028**
2. **Resolution and Agreement 2024**
3. **Resolution and Agreement_2022-431**
4. **Resolution Tuolumne Co. Juv Hall Contract 2020**

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

AMENDMENT #4 TO

MEMORANDUM OF UNDERSTANDING

FOR

PLACEMENT OF MARIPOSA COUNTY DETAINED JUVENILES AT THE

MOTHER LODE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #4 ("Amendment #4") is entered into this _____ day of _____ , 2025, by and between the County of Tuolumne ("County") and the County of Mariposa ("Agency").

WHEREAS, on the 23rd day of August, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lode Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, on July 1, 2020, the Agency, in recognition of the Facility's role as a regional resource for high needs rural youth, provided $100,000.00 to offset the operational costs of the Facility in Fiscal Year 2020/2021 (Amendment #1); and

WHEREAS, on July 1, 2020, the County and the Agency amended the Services outlined in the MOU (Amendment #1); and

WHEREAS, on July 1, 2020, the County and the Agency amended the MOU (Amendment #1) to extend the term for the period of July 1, 2020, through April 30, 2022; and

WHEREAS, on July 19, 2022, the County and the Agency amended the MOU (Amendment #2) to extend the term for the period of May 1, 2022, through June 30, 2024; and to amend the payment terms; and

WHEREAS, on August 6, 2024, the County and the Agency amended the MOU (Amendment #3) to extend the term for the period of July 1, 2024, through June 30, 2025, and to amend the payment terms; and

WHEREAS, the County and Agency desire to amend the term of the MOU effective July 1, 2025, through June 30, 2028, and to amend the payment terms described therein. .

NOW THEREFORE, THE COUNTY AND THE CONTRACTOR AGREE as follows:

1. Section 2. TERM is amended to read as follows:

   The term of Amendment #4 to this MOU shall commence on July 1, 2025, and terminate on June 30, 2028, unless extended as provided by this MOU.

2. Section 2. TERM, A. SERVICES is amended to read as follows:

   i. County shall provide two (2) guaranteed beds per month in its Facility for Agency to utilize as needed. County shall provide additional bed(s) for Agency to utilize as needed, if beds are available. Any additional bed(s) will be provided on a space available basis as determined by the County's Chief Probation Officer in his or her sole discretion.

3. Section 2. TERM, B. PAYMENT is amended to read as follows:

   i. Board and Care July 1, 2025 – June 30, 2028: Agency shall pay County for the costs of board and care for each juvenile placed at the Facility under this MOU per each twenty-four (24) hour period or portion thereof at the following rates:

   a. $200.00 per day per bed for two (2) guaranteed bed per month.

      i. Minimum annual payment of $146,000.00, in twelve (12) equal installments of $12,166.66 invoiced monthly.

   b. $250.00 per day per bed for additional bed(s) beyond the two (2) bed per month minimum, invoiced monthly. Any additional bed(s) will be provided on a space available basis as determined by the County's Chief Probation Officer in his or her sole discretion.

   c. $500.00 per day per bed on a space available basis, invoiced monthly for youth presenting a higher level of supervision needs or requiring specialized care due to behavioral, mental health, or other identified risk factors identified by either party. Acceptance of youth requiring a higher level of supervision will be on a space available basis as determined by the County's Chief Probation Officer in his or her sole discretion.

   d. $500.00 per day per bed on a space available basis, invoiced monthly for court ordered Secure Youth Treatment Facility ("SYTF") youth. Acceptance of SYTF youth will be at the sole discretion of the County's Chief Probation Officer and is contingent upon facility staffing, needs of the SYTF youth, and associated risks. Upon acceptance of SYTF youth, guaranteed bed(s) for Agency may be applied toward that placement. In such cases, the Agency will be charged the additional rate difference of $300 per day for the upgraded SYTF bed.

   e. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU (including those in guaranteed beds) will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.

f. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

4. Except as amended herein, all other terms and conditions of the MOU and Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the date written above.

COUNTY OF TUOLUMNE _____ By: Roger Root, Acting County Administrative Officer	COUNTY OF MARIPOSA _____ By: Rosemarie Smallcombe, Chair, Board of Supervisors
_____ By: Dan Hawks, Chief Probation Officer	_____ By: Ryan Oliphant, Chief Probation Officer
APPROVED AS TO LEGAL FORM: _____ By: Sarah Carrillo, County Counsel	APPROVED AS TO LEGAL FORM: _____ By: Walter Wall, County Counsel

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-334

MEETING: August 6, 2024

TO: The Board of Supervisors

FROM: Ryan Oliphant, Chief Probation Officer

RE: Approve Third Amendment to Memorandum of Understanding (MOU) with the County of Tuolumne for the Placement and Detention of Mariposa Youth at the Motherlode Regional Detention Facility (MRDF); and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve Third Amendment to Memorandum of Understanding (MOU) with the County of Tuolumne for the Placement and Detention of Mariposa Youth at the Motherlode Regional Detention Facility (MRDF); and Authorize the Board of Supervisors Chair to Sign the Amendment.

The program has received state-wide recognition for its ability to protect the community while offering services that are evidence-based and proven to successfully return youth back to their families and for them to remain law-abiding.

Mariposa County has the need to continue contracting for one guaranteed detention bed per day, as was done with Amendment # 1, which ended 04/30/22 and Amendment #2, which ends 06/30/24. The funding for Amendment #3 to the original MOU will allow the Probation Department to utilize Tuolumne Regional Detention Facility when needed.

Having a facility close to Mariposa with youth that have similar needs to our youth, is a benefit to Mariposa County now and in the future.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has been supportive of keeping Mariposa youth that need to be detained as close to our community and their families as possible. In the first Amendment, Resolution 2020-450 and the second Amendment, 2022-431, the Board approved funding a guaranteed bed for 2021 through June 30, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this addendum is not approved, Mariposa County Probation could have difficulty finding a detention program close to Mariposa with the type of programs that Tuolumne has provided successfully for local youth.

FINANCIAL IMPACT

There is no impact to the General Fund for the contracted bed as costs were included in the 2024-2025 associated budgets for juvenile detention, however should the need arise for additional non-

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contracted juvenile hall beds, this will impact general fund 1001-223.

ATTACHMENTS

1. **Amendment 3-Mariposa Co. MLRJDF Placement**
2. **Resolution Tuolumne Co. Juv Hall Contract 2020**
3. **Resolution Tuolumne Co Juvenile Hall 2022**
4. **Agreement_2022-431**

VOTE RESULT

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

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AMENDMENT #3 TO MEMORANDUM OF UNDERSTANDING FOR PLACEMENT OF MARIPOSA COUNTY DETAINED JUVENILES AT THE MOTHER LODE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #3 ("Amendment #3") is entered into this 6th day of August, 2024 by and between the County of Tuolumne ("County") and the County of Mariposa ("Agency").

WHEREAS, on August 23, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lode Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, on July 1, 2020, the Agency, in recognition of the Facility's role as a regional resource for high needs rural youth, provided $100,000.00 to offset the operational costs of the Facility in Fiscal Year 2020/2021 (Amendment #1); and

WHEREAS, on July 1, 2020, the County and the Agency amended the Services outlined in the MOU (Amendment #1); and

WHEREAS, on July 1, 2020, the County and the Agency amended the MOU (Amendment #1) to extend the term for the period of July 1, 2020, through April 30, 2022; and

WHEREAS, on May 1, 2022, the County and the Agency amended the MOU (Amendment #2) to extend the term for the period of May 1, 2022, through June 30, 2024; and to amend the payment terms; and

WHEREAS the County and Agency desire to amend the term of the MOU effective July 1, 2024, through June 30, 2025, and to amend the payment terms described therein; and

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

   The term of Amendment #3 to this MOU shall commence on July 1, 2024, and terminate on June 30, 2025, unless extended as provided by this MOU.

2. Section 2. TERM, B. PAYMENT is amended to read as follows:
   - i. Board and Care July 1, 2024 – June 30, 2025: Agency shall pay County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
     - a. $185.00 per day per bed for one (1) guaranteed bed per month
       - i. Minimum annual payment of $67,525.00, in twelve (12) equal installments of $5,627.08 invoiced monthly.

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b. $225.00 per day per bed for additional bed(s) beyond the one (1) bed per month minimum, on a space available basis, invoiced monthly.
c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU (including those in guaranteed beds) will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
d. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

3. Except as amended herein, all other terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the date written above.

COUNTY OF TUOLUMNE Signed by: Tracy Riggs 8A09C26D0496499... By: Tracie Riggs County Administrative Officer	COUNTY OF MARIPOSA DocuSigned by: Rosemarie Smallcombe FEE9E94B55214DC... By: Rosemarie Smallcombe Board Vice- Chair
Signed by: B7202DEC30D0447... By: Dan Hawks Chief Probation Officer	Signed by: Ryan Oliphant 55970EA10430475... By: Ryan Oliphant Chief Probation Officer
APPROVED AS TO LEGAL FORM: Signed by: Maria Sullivan B2970845AC4A4E0... By: Maria Sullivan Deputy County Counsel	APPROVED AS TO LEGAL FORM: DocuSigned by: Steven W Dahlem F0A416F06B394BF... By: Steven Dahlem County Counsel

MARIPOSA COUNTY

Probation · (209) 966 3612

RESOLUTION - ACTION REQUESTED 2022-431

MEETING: July 19, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Amendment #2 to MOU with Tuolumne County and Mariposa County for Youth in Need of Detention

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RECOMMENDATION AND JUSTIFICATION:
Approve the Second Amendment to Memorandum of Understanding with the County of Tuolumne for the Placement and Detention of Mariposa Youth at the Motherlode Regional Detention Facility (MRDF); and Authorize the Board of Supervisors Chair to Sign the Amendment.

The program has received state wide recognition for its ability to protect the community while offering services that are evidenced based and proven to successfully return youth back to their families and for them to remain law abiding.

Mariposa County has the need to continue contracting for one guaranteed detention bed per day as was done with Amendment #1 that ended on April 30,2022. Approving Amendment #2 to the original MOU will allow the Probation Department to utilize Tuolumne Regional Detention Facility when needed.

Having a facility close to Mariposa with youth that have similar needs to our youth, is a benefit to Mariposa County now and in the future.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The BOS has been supportive of keeping Mariposa youth that need to be detained as close to our community and their families as possible. In Amendment #1 the Board Approved funding a guaranteed bed for 2021 until April of 2022.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this addendum is not approved Mariposa County Probation could have difficulty finding a detention program close to Mariposa with the type of programs that Tuolumne has provided successful for local youth.

FINANCIAL IMPACT:
There is no Impact to the General Fund as costs were included in the 2021-22 and 2022-23 associated budgets for juvenile detention.

ATTACHMENTS:
MLRJDF Placement MOU-Mariposa Co. 2017 (PDF)
Amendment # 2 5-1-22 to 6-30-24 (PDF)

REF ID# 13155

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

RES. NO. 22-431

AMENDMENT #2 TO MEMORANDUM OF UNDERSTANDING FOR PLACEMENT OF MARIPOSA COUNTY DETAINED JUVENILES AT THE MOTHER LODE REGIONAL JUVENILE DETENTION FACILITY

This Amendment #2 ("Amendment #2") is entered into this 19th day of July, 2022 by and between the County of Tuolumne ("County") and the County of Mariposa ("Agency").

WHEREAS, on August 23, 2017, the County and the Agency entered into a Memorandum of Understanding ("MOU") for the placement of Agency's detained juveniles at the County's Mother Lode Regional Juvenile Detention Facility ("Facility"); and

WHEREAS, on July 1, 2020, the Agency, in recognition of the Facility's role as a regional resource for high needs rural youth, provided $100,000.00 to offset the operational costs of the Facility in Fiscal Year 2020/2021 (Amendment #1); and

WHEREAS, on July 1, 2020, the County and the Agency amended the Services outlined in the MOU (Amendment #1); and

WHEREAS, on July 1, 2020, the County and the Agency amended the MOU (Amendment #1) to extend the term for the period of July 1, 2020, through April 30, 2022; and

WHEREAS, the County and Agency desire to amend the term of the MOU effective May 1, 2022, through June 30, 2024, and to amend the payment terms described therein; and

NOW THEREFORE, THE COUNTY AND THE AGENCY AGREE as follows:

1. Section 2. TERM is amended to read as follows:

   The term of Amendment #2 to this MOU shall commence on May 1, 2022 and terminate on June 30, 2024, unless extended as provided by this MOU.

2. Section 2. TERM, B. PAYMENT is amended to read as follows:
   i. Board and Care May 1, 2022 – June 30, 2022: Agency shall pay County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:
      a. $150.00 per day per bed for one (1) guaranteed bed per month
      b. $175.00 per day per bed for additional bed(s) beyond the one (1) bed per month minimum, on a space available basis, invoiced for May 2022 and June 2022.
      c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU (including those in guaranteed beds) will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice.

County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.

ii. Board and Care July 1, 2022 – June 30, 2024: Agency shall pay County for the costs of board and care for each juvenile placed at the Facility under this MOU per each 24-hour period or portion thereof at the following rates:

a. $175.00 per day per bed for one (1) guaranteed bed per month
    i. Minimum annual payment of $63,875, in twelve (12) equal installments of $5,322.91 invoiced monthly.
b. $210.00 per day per bed for additional bed(s) beyond the one (1) bed per month minimum, on a space available basis, invoiced monthly.
c. Any other unanticipated and/or extraordinary costs directly attributed to any of the Agency's juveniles placed in the County's Facility not covered by this MOU (including those in guaranteed beds) will be the responsibility of the Agency, and will be billed directly where possible, or billed on the monthly invoice. County will advise Agency as early as possible regarding any anticipated or incurred expenses to the best of their ability.
d. Rates are subject to change by the County's Chief Probation Officer upon provision of thirty (30) days advance written notice to the Agency of said change.

3. 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 April 30, 2022. The parties shall treat the Agreement as if it had been in full force and effect continuously since April 30, 2022, without there having been any interruption of the Agreement whatsoever.

(signatures on the following page)

IN WITNESS WHEREOF, the parties have executed this Amendment #2 as of the date written above.

COUNTY OF TUOLUMNE	COUNTY OF MARIPOSA
By: Eric Erhardt Assistant County Administrative Officer	By: Rosemarie Smallcombe Board Chair
By: Dan Hawks Chief Probation Officer	By: Pete Judy Chief Probation Officer
APPROVED AS TO LEGAL FORM: By: Maria Sullivan Deputy County Counsel	APPROVED AS TO LEGAL FORM: By: Steven Dahlem County Counsel

MARIPOSA COUNTY

Probation · (209) 966 3612

RESOLUTION - ACTION REQUESTED 2020-450

MEETING: July 28, 2020

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Ratify MOU with County of Tuolumne and Mariposa County for Youth in Need of Detention

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RECOMMENDATION AND JUSTIFICATION:
Ratify the Signature of the Chief Probation Officer for a Memorandum of Understanding (MOU) with the County of Tuolumne for the Placement and Detention of Youth at the Motherlode Regional Detention Facility.

Mariposa County has been operating since August 23, 2017 under an MOU signed by officials in Tuolumne County and the Chief Probation Officer for Mariposa County. A process error forwarded the document back to Tuolumne County with only the Chief Probation Officer of Mariposa County's signature. Since there is a request to make an addendum to the 2017 MOU before the Board today, it is necessary to have the Board ratify the original MOU.

Historically Mariposa County has not had MOU's with all of the counties that have provided detention services for the county. This is due to our low need for those services and were provided on availability by various counties and invoiced on a case by case basis. The Mariposa Juvenile Hall budget has a line item for detention services that is approved each year by the Board and detention services invoiced are paid to that line item.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved MOU's with other counties in California for the detention of Mariposa youth.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Tuolumne County could refuse to detain Mariposa youth. Since it is a facility with a stellar operational plan and services we would be forced to seek an alternative detention facility that might be further away from Mariposa and or have programming less sutible for the needs of our youth.

FINANCIAL IMPACT:
There is no impact to the general fund.

ATTACHMENTS:

Resolution - Action Requested 2020-450

MOU with Tuolumne (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Marshall Long, District III Supervisor
SECONDER: Merlin Jones, District II Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey

RES. NO. 20-450

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF TUOLUMNE
AND
THE COUNTY OF MARIPOSA
FOR
The Placement of Mariposa County Detained Juveniles at the Motherlode Regional Juvenile Detention Faculty.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this *23rd* day of *August, 2017*, by and between the County of Tuolumne, a Political Subdivision of the State of California, ("County"), and the County of Mariposa, ("Agency").

WITNESSETH:

WHEREAS, Tuolumne County has established a Juvenile Detention Facility designed for the reception and temporary care of minors pursuant to Title 15 of the California Code of Regulations and detailed in accordance with the provisions of the California Welfare and Institutions Code; and

WHEREAS, Agency wishes to house juveniles detained in The Motherlode Regional Juvenile Detention Facility ("Facility") and Tuolumne County wishes to provide available beds to Agency, as needed and available.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. **PURPOSE**

   The purpose of this MOU is to provide secure detention beds as available to Agency at the Motherlode Regional Juvenile Detention Facility in Tuolumne County.

2. **TERM**

   The term of this MOU shall commence on the execution date first herein written above and continue until terminated per section 3 below.

   A. SERVICES

      i. Tuolumne County shall provide beds in its Facility for Agency to utilize as needed, if beds are available. The beds will be provided on a space available basis as determined by the Tuolumne County Chief Probation Officer in his or her sole discretion.

      ii. All Agency minors accepted for placement and placed in the Facility shall receive the same accommodations and services as provided to Tuolumne

v. Education: Agency shall reimburse Tuolumne County for any and all costs of schooling or education not compensated for by the State of California. The cost of regular school expenses is included in the per diem rate.

vi. Billing and Payments: Agency shall pay Tuolumne County within thirty (30) days after receiving notice of payment due. Payment shall be made out to Tuolumne County Probation and mailed to:

Tuolumne County Probation
Attention Business Manager
465 South Washington Street
Sonora, CA 95370

C. TRANSPORTATION

i. Agency shall be responsible for providing transportation of the minors between Agency and the Facility. In the event Agency fails to provide transportation for a minor from Tuolumne County to Agency within the time frame requested by Tuolumne County, then Tuolumne County shall transport the minor to Agency and Agency shall be responsible for payment of all costs incurred by Tuolumne County for such transportation.

ii. Tuolumne County provides routine transportation for each Agency minor for the purposes of medical, mental health, dental, or other appropriate care within Tuolumne County. The costs of such transportation are included in the per diem rate.

D. REMOVAL OF MINORS.

i. Agency shall promptly remove any minors placed in the Facility upon sole determination of the Tuolumne County Chief Probation Officer, or his or her designee, that the effective operation of the Facility requires removal of the minor.

E. COURT DOCUMENTATION:

i. Agency shall be responsible for providing confirmed Court orders committing minors to the Detention Facility, dispositional reports committing minor to the Facility, and consent to medical treatment signed by a parent/legal guardian/Juvenile Court Judge to Tuolumne County staff at the at the time of booking.

3. TERMINATION

This MOU may be terminated by either party upon the giving of thirty (30) days advance written notice of an intention to terminate.

10. NO THIRD PARTY BENEFICIARIES

The County and Agency agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.

11. INDEMNIFICATION

Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

12. NOTICE

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

AGENCY:
Chief Probation Officer
County of Mariposa
P.O. Box 76
Mariposa, CA 95338
Fax: (209) 742-5961

COUNTY:
Chief Probation Officer
County of Tuolumne
2 South Green Street
Sonora, CA 95370
Fax: (209) 533-5510

13. PUBLIC RECORDS ACT

Agency is aware that this MOU 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 Agency 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.

14. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU 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 MOU and any exhibit, the terms of this MOU shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

COUNTY: Tuolumne Craig Pedro, County Administrator	**AGENCY:** Pete Judy, Chief Probation Officer
Linda Downey Linda Downey , Chief Probation Officer	County of Mariposa Kevin Cann, Chair, Board of Supervisors
APPROVED AS TO LEGAL FORM: Sarah Carrillo, County Counsel	APPROVED AS TO LEGAL FORM: Steve Dahlem, Mariposa County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-235

MEETING: June 17, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with George Reed, Inc. for Ben Hur Road Emergency Repair Project in the Amount Not to Exceed $900,000; Authorize the Board of Supervisors Chair to Sign the Agreement; and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with George Reed, Inc. for Ben Hur Road Emergency Repair Project in the Amount Not to Exceed $900,000; Authorize the Board of Supervisors Chair to Sign the Agreement; and Find the Project Meets All Emergency Requirements Pursuant to the Public Contract Code Section 22050 and that the Emergency did not Permit a Delay Resulting from a Competitive Solicitation for Bids, and that the Action was Necessary to Respond to the Emergency (4/5ths Vote Required)

Ben Hur Road in Mariposa County has experienced repeated and severe damage from a series of extreme weather events beginning in 2017. That year, California saw a historically wet winter following years of drought, with multiple atmospheric rivers delivering heavy rainfall, rapid snowmelt, and widespread flooding. These conditions caused major damage to Ben Hur Road, including washouts, slope failures, and drainage system breakdowns. As a result, portions of the road became impassable, cutting off access for rural residents and disabling a vital emergency outlet route. Following the 2017 damage, the road was included under FEMA Disaster Declaration DR-4308-CA, and repair efforts were funded through a Public Assistance (PA) project. While some repairs were completed, they did not address the long-term structural vulnerabilities of the roadway. In 2022 and 2023, additional atmospheric river events brought renewed damage. Many sections of Ben Hur Road—especially those carved into steep mountain slopes—continue to erode. The ongoing slope instability is actively eroding the roadbed and compromising the integrity of the entire corridor.

As a designated emergency access road, Ben Hur is crucial for public safety, particularly during fire season and winter storm events. Recurrent damage highlights the inadequacy of temporary fixes. Without permanent slope stabilization, drainage improvements, and full reconstruction of damaged segments, the road will continue to fail—posing increasing risks to residents and emergency personnel. Mariposa County is actively working with FEMA and Cal OES to request additional support and explore funding opportunities to address these persistent issues. A long-term, durable solution is urgently needed to protect this critical infrastructure and ensure safe, reliable access in future emergencies.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Public Contract Code Section 22050 (a)(1) states, "In case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts." Further, Public Contract Code Section 22050 (c)(1) requires staff to report on the emergency at its next regularly scheduled meeting and every 14 days thereafter until the emergency is terminated.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not review this action and determine, by four-fifths vote, that there is a need for the emergency action, the emergency contracting procedures contained in Public Contract Code Section 22050 may not be utilized.

FINANCIAL IMPACT

Funding is out of the Public Works Roads Division and the General Fund. Public Works will continue to work with FEMA and Cal OES for additional funding.

ATTACHMENTS

1. **Emergency Repair Ben Hur Road_George Reed**
2. **Resolution_2017-044**

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

COUNTY OF MARIPOSA (Owner)

Public Works
4639 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

Ben Hur Road Emergency Repair

DATE: _____

1. **IDENTIFICATION OF CONTRACTOR:**

   CONTRACTOR: George Reed Inc., P.O. Box 4760, Modesto CA 95352

   LICENSE NO: 211337

2. **SCOPE OF THE WORK**

   See Scope of Work attached as Appendix A.

3. **COMPENSATION FOR WORK.** Contractor's total compensation for the Work performed under this Agreement **(Contract Sum)** is $900,000, to be paid as **(check one)**: (1) ☐ lump sum; (2) ☐ lump sum with progress payments; (3) X per time and material rates and charges, up to a guaranteed not-to-exceed amount of $900,000. All payments **(check one)**: ☐ shall X shall not be subject to a five percent (5%) retention.

   Contractor's hourly rates are listed in Appendix A, Scope of Work and Cost Proposal. In the event payments to Contractor equal the "not to exceed" amount, and absent a written modification to this Agreement signed by the Owner, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. **SCHEDULE OF PERFORMANCE FOR THE WORK.** Contractor shall commence and complete the Work by the following dates:

   Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

   Substantial Completion Date: Within 60 working days of Commencement Date.

   Final Completion Date: Within 60 working days of Substantial Completion.

4.01 Liquidated Damage Amounts.

A. As liquidated damages for delay Contractor shall pay Owner Five Hundred Dollars ($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 Owner Five Hundred dollars ($500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

A. Contractor and Owner 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 Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be

the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner 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 Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner 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.

5. TERMS AND CONDITIONS.

5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

A. Appendix A – Scope of Work and ~~Contractor Cost Proposal~~

B. Appendix B – General Conditions

C. Appendix C – Insurance

~~D. Appendix D – Construction Performance Bond~~

~~E. Appendix E – Construction Labor and Materials Payment Bond~~

F. Federal Conditions

~~G. Federal Wage Rates~~

5.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

5.03 Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

County of Mariposa, Public Works 4639 Ben Hur Rd., Mariposa, CA 95338

COUNTY OF MARIPOSA

By: _____
Rosemarie Smallcombe, Chair
Board of Supervisors

By: _____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Walter W. Wall
County Counsel

CONTRACTOR:

Name: George Reed Inc.

By: _____
Ed Berlier, Vice President – General Manager

Appendix A

SCOPE of WORK

This project involves the emergency repairs to a segment of Ben Hur Road that were damaged during flood events in 2017 and 2023. Disaster Declarations Resolutions 2017-004 and 2023-00. The Project location is approximately 11.1 miles south of State Route 49 (MP 17.21) (Lat 37.331833°, Long 119.966904°). The damaged roadway embankment on the western side of Ben Hur Road will be replaced and hardened to protect against future storm events. Subgrade, Aggregate Base and Hot Mix Asphalt within the roadway cross section will be removed and replaced. Drainage facilities on both the eastern and western sides will be repaired.

Docusign Envelope ID: 0071A5F5-02AB-492A-8A55-5050D5B5B2A3

Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

1.01 **Construction Services Agreement (Agreement) Force and Effect.** The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed),and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.

1.02 **No Modification or Waiver.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.

1.03 **Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner, and any assignment without Owner's prior written approval shall be null and void. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

2.01 **Records and Payment Requests.** Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the

Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

2.02 **Independent Contractor.** Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other federal, state, or local taxes not specifically identified in the Contract Documents as Owner's responsibility.

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 Owner, Contractor shall indemnify, defend, and hold Owner harmless 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 Owner.

2.03 **Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (**Owner Indemnities**), 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. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. 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.

2.04 **Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion 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. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

2.05 **Compliance with Laws; Conflict of Interests.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding

discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in anyway attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. 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, sexual orientation, or sexual identity as prohibited by state or federal law.

2.06 **Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 9204, 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

2.07 **Execution; Venue; Limitations.** The Agreement shall be deemed to have been executed in County of Mariposa, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

2.08 **Employee Wages; Records; Apprentices.** Contractor shall pay prevailing wages to its employees on any contract in excess of $1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds $2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

2.09 **Mandatory Contractor and Subcontractor Registration.** 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.

2.10 **Worker's Compensation.** Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, 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.

2.11 **Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.**

A. If Contract Sum under the Agreement exceeds (or is expected to exceed) $15,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).

B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

2.12 **Earthwork and Underground Facilities.** If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or 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 Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of $25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, 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, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner 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.

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

2.14 **Claims. Contractor is hereby informed that Public Contract Code Section 9204 provides:**

A. Should any clarification, determination, action or inaction by Owner, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with County stating clearly and in detail its objection and reasons for contending

the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.

B. Owner will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Project Documents, it shall so notify Owner, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim.

C. Claim Format

1. A. Contractor shall submit the claim justification in the following format:
   (a) Cover letter and certification;
   (b) Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Project provisions supporting relief;
   (c) List of documents relating to claim including Specifications, Drawings/Plans clarifications/requests for information, schedules, notices of delay, cost calculations and any others;
   (d) Chronology of events and correspondence:
   (e) Analysis of claim merit;
   (f) Analysis of claim cost; and
   (g) Attach supporting documents referenced in paragraph 2.14,C.1(c), above..

D. Required Provisions on Contract Claim Resolution

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than $375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

2. Public Contract Code Section 9204 provides:
   (a) For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
   (b) Procedure:
      (1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
      (2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall

schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.

(3) Owner shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.

(4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner 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.

(5) For claims under $375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).

(6) The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action.

(7) Failure by the Owner 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.

(8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner 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 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 Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

(10) Nothing in this section shall impose liability upon an Owner that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(11) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

3. To the extent applicable, Public Contract Code Section 20104, et seq., provide.

(a) For the purposes of this section, "Claim" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than $375,000 do not qualify as a "separate demand of $375,000 or less," as referenced above, and are not subject to this section.

(b) Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.

(c) Procedure:

(1) The Claim must be in writing, submitted in compliance with all requirements of General Conditions including, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in the General Conditions or elsewhere in the Contract Documents.

(2) For Claims of fifty thousand dollars ($50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(3) For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond,and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will 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 remains in dispute, 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 Claimant submits its written claim as set forth herein, 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.

(6)

(End of Appendix B)

Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **[$2,000,000]** general aggregate and **[$1,000,000]** each occurrence, subject to a deductible of not more than **[$1,000]** payable by Contractor.

2. Business Automobile Liability Insurance with limits not less than **[$1,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **[$1,000]** payable by Contractor.

3. Workers' Compensation Employers' Liability limits not less than **[$1,000,000]** each accident, **[$1,000,000]** per disease and **[$1,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the County of Mariposa, its board members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

4. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnities as Additional Insureds. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

5. Insurance policies in this Appendix C shall contain an endorsement containing the following terms:

5.01 Owner Indemnities shall be named as Additional Insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

5.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

5.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to County of Mariposa thirty (30) days in advance of the effective date thereof.

5.04 Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

6. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 5.03 above. Contractor shall furnish the Owner 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 Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A-,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner,

warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

8. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.

9. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.

10. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.

11. 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.

(*End of Appendix C*)

Appendix F to Construction Services Agreement

Federal Conditions

EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

C. Prompt Progress Payment

The prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval.

Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency's written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor's request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor's request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

F. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
    - Name and business address of each 1st-tier subcontractor
    - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
    - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

G. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. **CONTRACTOR LICENSE** The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code §10164).

6. **CHANGED CONDITIONS**

A. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. [*This provision may be omitted by the Local Agency, at their option.*]

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request

shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
   - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of_____WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County_____the sum of $_____per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All steel and iron materials must be melted and manufactured in the United States except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount or $2,500, materials produced outside the United States may be used if authorized.

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
3. Glass (including optic glass)
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

The Local Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Local Agency may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[*The following 12 pages must be physically inserted into the contract without modification. Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS*]

FHWA-1273 -- Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b).The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed $10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization (45 Fed Reg 65984 (10/3/1980)) are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	 28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	 16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	 12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA	 19.1 26.1

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week of July during which work is performed under the contract, the prime contractor and each non material-supplier subcontractor with a subcontract of $10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment,

each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person

will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Federal Trainee Program Special Provisions
(to be used when applicable)

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is___.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the City/County of_____ :

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

The prime contractor shall obtain the City/County of _____approval for this submitted information before the prime contractor starts work. The City/County of_____credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

In the training program, the prime contractor shall establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet the equal employment opportunity responsibilities
   - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of_____reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
   a. Contribute to the cost of the training
   b. Provide the instruction to the apprentice or trainee
   c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/1/2025

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 Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111 License#: 0329598 REEDFAM-01	CONTACT NAME: Susan Lane PHONE (A/C, No, Ext): 415-402-6627 FAX (A/C, No): 415-989-9923 E-MAIL ADDRESS: selane@woodruffsawyer.com
INSURED George Reed, Inc. 928 12th Street Modesto CA 95354	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Fire Insurance Company — 19682 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1517479784 **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 [X] LOC [ ] OTHER:	Y	Y	51CSEQU2541	3/1/2025	3/1/2026	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 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	51CSEQU2542	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	CA Self-Insured $ Certificates $ Attached. $

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

RE: All California Operations The County of Mariposa, its board members, officers, directors, officials, agents, employees and volunteers, Owner Indemnities are included as Additional Insured on a primary and non-contributory basis with respect to General and Auto Liability per attached endorsements with Waivers of Subrogation granted, if required by written contract. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

Zoe Overbay

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STATE OF CALIFORNIA
Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
1750 Howe Avenue, Suite 215
Sacramento,CA 95825
Phone No. (916) 464-7000
FAX (916) 464-7007

CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. **2106-A** was issued by the Director of Industrial Relations to:

George Reed, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **August 1, 1988.** The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 07th of January 2025

Lyn Asio Booz, Chief

ORIG: Krissy Deleon
Risk & Claims Coordinator
Reed Family Companies
928 12th St. Suite 700
Modesto, Ca 95354

NUMBER : 2106 - A

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

George Reed, Inc.

(Name of Subsidiary)
STATE OF INCORPORATION CA

Reed Family Companies

(Master CertificateHolder)
STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No, 2106.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE : August 1, 1988

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

Lyn Asio Booz, Chief

Katrina S. Hagen, Director

*Revocation of Certificate.--"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him."(Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2017-44

MEETING: February 7, 2017

TO: The Board of Supervisors

MINUTE ORDER ATTACHED

FROM: Dallin Kimble, Interim CAO

RE: Adopt Resolution Ratifying Proclamation of the Existence of a Local Emergency Due to Flooding

---

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution ratifying the Proclamation of the Existence of a Local Emergency and requesting; (1) the Governor to proclaim a State of Emergency; and (2) requesting a Presidential Declaration of a State of Emergency proclaiming existence of a Local Emergency and requesting the Governor of the State of California and the President of the United States to proclaim a State of Emergency for the County of Mariposa.

On February 3, 2017, a winter storm struck Mariposa County and deposited significant amounts of rain in a short time. The excessive amounts of water, combined with ground that was already saturated due to previous storms, caused significant amounts of runoff leading to flash flooding and damage within the area.

On February 3, 2017, Board of Supervisors Chairman Marshall Long, acting in his capacity as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued the attached Proclamation declaring a local emergency as a result of the February 3, 2017 event. Pursuant to Government Code Section 8630, whenever a local emergency is proclaimed by an official designated by ordinance, the local emergency shall not remain in effect for a period in excess of seven days unless it has been ratified by the governing Board.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Your Board has ratified similar proclamations in the past during other emergencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If your Board does not ratify the Chairman's Proclamation, the County will not be eligible for possible State or Federal disaster assistance.

FINANCIAL IMPACT:

.

ATTACHMENTS:
Resolution Proclaiming Local Emergency due to Feb. 3, 2017 Flooding (DOC)
February 7, 2017 Proclamation of Local Emergency Due to Flooding (PDF)

CAO RECOMMENDATION

Rene LaRoche
Rene LaRoche, Clerk of the Board 2/4/2017

RESULT: **ADOPTED AS AMENDED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Menetrey, Smallcombe, Jones, Long, Cann

COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

MARSHALL LONG, CHAIR **DISTRICT III**
ROSEMARIE SMALLCOMBE, VICE-CHAIR **DISTRICT I**
MERLIN JONES **DISTRICT II**
KEVIN CANN **DISTRICT IV**
MILES MENETREY **DISTRICT V**

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO:	Dallin Kimble, Interim County Administrative Officer
FROM:	RENÉ LaROCHE, Clerk of the Board
SUBJECT:	Adopt Resolution Ratifying Proclamation of the Existence of a Local Emergency Due to Flooding
Resolution:	17-44

The following action was taken by the Mariposa County Board of Supervisors on **February 7, 2017:**

CORRECTIONS:
CA4, An Amended Local Emergency Proclamation and Resolution were supplied.

No public input.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Kevin Cann, District IV Supervisor

AYES: Menetrey, Smallcombe, Jones, Long, Cann

RESOLUTION NO. 17-44

RESOLUTION RATIFYING PROCLAMATION OF A LOCAL EMERGENCY AND REQUESTING DECLARATION PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY AND REQUESTING THE GOVERNOR TO PROCLAIM A STATE OF EMERGENCY FOR THE COUNTY OF MARIPOSA AND MAKE CALIFORNIA DISASTER ASSISTANCE ACT (CDAA) FUNDS AVAILABLE FOR MARIPOSA COUNTY

WHEREAS, Section 8630 of the Government Code mandates that a local emergency may be proclaimed by the governing body of a local agency, or, if it has been previously declared by an official designated by the governing body, such local emergency must be ratified within 7 days by the governing body of the local agency; and

WHEREAS, the Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within Mariposa County caused by a major winter storm and flooding on February 3, 2017; and

WHEREAS, the Chairman of the Board of Supervisors serving in his capacity as Director of Emergency Services of Mariposa County on February 3, 2017 proclaimed the existence of a local emergency and requested the Governor of the State of California to Proclaim a State of Emergency in the County of Mariposa and make California Disaster Assistance Act (CDAA) funds available for Mariposa County; and

WHEREAS, flooding from the February 3, 2017 storm is causing ongoing damage to County and other public and district facilities, including but not limited to roads and bridges, with the initial estimates of damage still being compiled; and

WHEREAS, the storm flooding is posing an immediate threat to numerous private homes and other structures; and

WHEREAS, local resources have been deployed to various scenes within Mariposa County, thereby depleting response resources; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of this emergency; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of a local emergency;

NOW, THEREFORE, BE IT HEREBY PROCLAIMED that a local emergency now exists throughout Mariposa County and the prior Proclamation of Emergency issued by the Emergency Services Director is hereby ratified; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of the local emergency the powers, functions, and duties of the Director of Emergency Services and the emergency services organization of the County shall be those prescribed by state law, by ordinances, and by resolutions of Mariposa County approved by the Board of Supervisors; and

IT IS FURTHER ORDERED that a copy of this Resolution be forwarded to the Governor of the State of California with the request that he proclaim that the County of Mariposa to be in a state of emergency and that CDAA funds be made available for recovery from the effects of this emergency; and

IT IS FURTHER ORDERED that a copy of this Resolution be forwarded to the State Director of the Office of Emergency Services; and

IT IS FURTHER ORDERED that the County Administrative Officer and Emergency Services Officer, or his designee, is hereby designated as the local Hazard Mitigation Coordinator of the County of Mariposa for the purpose of assessing damage within Mariposa County and consulting with federal/state survey teams about hazard mitigation actions; and

IT IS FURTHER ORDERED that the County Administrative Office, or his designee, is hereby designated as the authorized representative for public assistance, and the County Administrative Office, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Mariposa for purpose of receipt, processing and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this 7th day of February, 2017 by the following vote:

AYES: SMALLCOMBE, JONES, LONG, CANN, MENETREY
NOES: NONE
ABSENT: NONE
ABSTAINED: NONE

MARSHALL LONG, Chairman
Mariposa County Board of Supervisors

ATTEST:

RENÉ LaROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

PROCLAMATION BY THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA, STATE OF CALIFORNIA, PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY AND REQUESTING THAT THE GOVERNOR (1) PROCLAIM A STATE OF EMERGENCY AND (2) MAKE STATE FUNDING AVAILABLE FOR RECOVERY EFFORTS

WHEREAS, Section 8630 of the Government Code and Chapter 2.80 of the Mariposa County Code empower the Board of Supervisors to proclaim the existence of a local emergency within the County when said County is affected or is likely to be affected by the existence or threatened existence of conditions of emergency or of extreme peril to the safety of persons and property within the territorial limits of Mariposa County; and

WHEREAS, on February 3, 2017, a storm system caused dangerous flash flooding, erosion, and substantial debris flows in Mariposa County; and

WHEREAS, the Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within Mariposa County, including damage to critical infrastructure such as roads and bridges, as a result of the storm; and

WHEREAS, the Board of Supervisors does find that the aforesaid conditions of extreme peril warrant and necessitate the proclamation of a local emergency and that local resources are unable to cope with the effects of this extreme peril; and

WHEREAS, the full scope of the damage caused by this storm is estimated to be greater than $250,000 with evaluation still ongoing; and

WHEREAS, the Board of Supervisors requests that California Disaster Assistance Act (CDAA) funds be made available for efforts related to recovery from this storm;

NOW, THEREFORE, BE IT HEREBY PROCLAIMED by the Board of Supervisors that a local emergency exists throughout Mariposa County and that said Local Emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Supervisors; and

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of the local emergency the powers, functions, and duties of the Director of Emergency Services and the emergency services organization of the County shall be those prescribed by state law, by ordinances and by resolutions of Mariposa County approved by the Board of Supervisors; and

IT IS FURTHER PROCLAIMED AND REQUESTED that the Governor of the State of California find and proclaim Mariposa County to be in a state of emergency and make CDAA funding available for Mariposa County; and

IT IS FURTHER ORDERED that a copy of this Proclamation be forwarded to the State Director of the Office of Emergency Services; and

IT IS FURTHER ORDERED that the County Administrative Officer and Emergency Services Officer, or his/her designee, is hereby designated as the local Hazard Mitigation Coordinator and authorized representative of the County of Mariposa for the purpose of assessing damage, consulting with federal/state survey teams regarding hazard mitigation actions, processing and coordination of all

inquiries necessary to obtain available state and federal assistance.

PROCLAIMED this 7th day of February, 2017.

MARSHALL LONG, Chair
Mariposa County Board of Supervisors

ATTEST:

RENÉ LaROCHE,
Deputy Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM,
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-236

MEETING:	June 17, 2025
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve Task Order No. 9 with Mark Thomas for the Mariposa County Drought Resilience Plan in the Amount of $112,500; and Authorize the Board of Supervisors Chair to Sign the Task Order

RECOMMENDATION AND JUSTIFICATION

Approve Task Order No. 9 with Mark Thomas for the Mariposa County Drought Resilience Plan in the Amount of $112,500; and Authorize the Board of Supervisors Chair to Sign the Task Order.

The County has tasked Mark Thomas with developing a uniquely tailored Drought Resilience Plan (DRP). The DRP is designed to focus specifically on state small water systems and domestic wells. This is a requirement under the State of California Senate Bill (SB) 552. California Water Code §10609.70(b) requires a plan that evaluates risk and offers interim and long-term solutions. The plan must consider:
(1) Consolidation for existing water systems and domestic wells.
(2) Domestic well drinking water mitigation programs.
(3) Provisions of emergency and interim drinking water solutions.
(4) An analysis of the steps necessary to implement the plan.
(5) An analysis of the local, state, and federal funding sources available to implement the plan.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On May 6, 2025, the Board adopted Resolution 2025-158, approving the First Amendment to the Agreement with Mark Thomas and Company, Inc., extending the term and increasing the compensation.

On December 19, 2023, the Board adopted Resolution 2023-660, approving the Submittal of Grant Application for $125,000 in Financial Assistance to the Department of Water Resources.

On February 21, 2023, the Board adopted Resolution 2023-98, approving an On-Call Contract with Mark Thomas for Civil Engineering Services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The County must comply with SB 552 and develop a Drought Resilience Plan.

FINANCIAL IMPACT

No impact to the General Fund. Grant Funded

ATTACHMENTS

1. **Task Order No. 9_Drought Resilience Plan (DRP)**
2. **Resolution 2025-158**
3. **Resolution 2023-660**
4. **Resolution 2023-98**

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

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

Mark Thomas Task Order No. 9 Date: _____
Mariposa County Drought Resilience Plan (DRP)

Authority
This task order is issued under the authority of the 2/21/23 Professional Service Agreement (2023-98) between Mariposa ('County') and Mark Thomas ('Contractor'). All articles and terms of the Agreement shall apply to work performed under this task order.

Work to be Performed
Consultant shall prepare, in coordination with Black Water, a Drought Resilience Plan for County-Wide use. Work includes Tasks 1-4: (1) Grant Administration, (2) Information Collection, Review, and Coordination, (3) Drought Resilience Plan Preparation.

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 $112,500.00

Funding Source	3654-350-60301
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 Supervisors

CONTRACTOR

_____
Ed Noriega
Mark Thomas

APPROVED AS TO FORM:

_____
Danielle Bondshu,
Clerk of the Board

_____
Walter W. Wall
County Counsel

Exhibit A
SCOPE of Work & COST PROPOSAL

MARK THOMAS

April 15, 2025

Samuel Cerveny, PE
Department of Public Works
County of Mariposa
5100 Bullion Street, 2nd Floor
Mariposa, CA 95338

RE: Mariposa County Drought Resilience Plan (DRP) Proposal

Dear Mr. Cerveny:

Per your request, Mark Thomas & Company, Inc. (Mark Thomas) is pleased to present this proposal to create a County Drought Resilience Plan (Project) in consort with Blackwater Engineering.

Mariposa County (County) is required to prepare a Drought Resilience Plan (DRP) in accordance with the State of California Senate Bill (SB) 552. Based on the recognition of water supply challenges experienced in the 2012-2016 drought in California and potential increased frequency and severity of droughts under climate change, the Legislature passed Assembly Bill 1668 and SB 606 in 2018 to establish a new framework for long-term water use efficiency and conservation in California. Among other things, this framework included new requirements to strengthen local drought resilience for urban water suppliers and directed DWR to collaborate with stakeholders and the State Water Board to develop recommendations for improving drought planning of small water suppliers and rural communities, which vary widely in supply source reliability and organizational capacity and can be highly vulnerable to water shortages during droughts. SB 552 includes new responsibilities and requirements at both the state and local levels to help small water suppliers and rural communities reduce their risk of inadequate water supply during a water shortage event.

SB 552 adds requirements that address gaps in local and state water management for drought resiliency and water shortage preparedness in recognition that "No one should go without running water during a drought." (Water Code §10609.50, subd. (e).) These new requirements are expected to improve the ability of small water suppliers and rural communities to improve drought planning and water shortage preparedness, resulting in reduced vulnerability during droughts or other catastrophic events that impact water supply. Meeting SB 552's requirements for improving drought resilience and contingency response during water shortages will require the following:

- Drought Resilience Planning: Take actions now to avoid emergency conditions during future drought and other water shortages to the maximum extent practicable. This includes capacity building, mitigation and other preparation actions, monitoring,

forecasting, and reporting.

- Water Shortage Response Planning: Create procedures for the event of an expected or unforeseen emergency that can directly improve the ability to manage an emergency water shortage condition.
- Communication and Coordination: Improve communication and coordination between local, regional, and state governments and the many types of water users in California.

The Drought Resilience Plan is designed to focus specifically on state small water systems and domestic wells. A state small water system provides piped water to the public for human consumption for at least five, but not more than 14, service connections, and does not regularly serve drinking water to more than an average of 25 individuals daily for more than 60 days out of the year (Health and Safety Code (HSC) Section 116275(n)). A domestic well is a groundwater well used to supply water for the domestic needs of an individual residence or a water system that is not a public water system and that has no more than four service connections, as defined in HSC Section 116681(i) (with equivalent definition in California Water Code (CWC) Section 1060951(k)).

Per SB 552, the County DRP may be a stand-alone document or integrate elements of the County DRP into existing plans, such as a local hazard mitigation plan (LHMP), emergency operations plan, climate action plan, or general plan. CWC Section 10609.70, enacted by SB 552, provides a description of the minimum content to be included in a County DRP:

A county shall consider, at a minimum, all of the following in its plan:

(1) Consolidations for existing water systems and domestic wells.
(2) Domestic well drinking water mitigation programs.
(3) Provision of emergency and interim drinking water solutions.
(4) An analysis of the steps necessary to implement the plan.
(5) An analysis of local, state, and federal funding sources available to implement the plan.

This letter proposes the preparation of a Drought Resilience Plan as required by the State for small water suppliers and rural communities. Services include convening a County Drought Task Force, conducting a Drought and Water Shortage Risk Assessment, and developing a plan with short-term and long-term recommendations.

Scope of Work:

Mark Thomas and Blackwater (The project team) will prepare the Mariposa County DRP for countywide use. The Project will consider the criteria outlined in the Department of Water Resources Guidebook. Following a Notice-to-Proceed (NTP), the project team will initiate and advance the DRP utilizing the following scope of work tasks.

TASK 1 – GRANT ADMINISTRATION

The County will be responsible for all grant administration activities, including the preparation and submission of monthly invoices and progress reports in DWR's required format. The County will also prepare and submit all appropriate documentation describing the work completed and costs incurred during each billing cycle, in accordance with grant guidelines. In addition, the

County will be responsible for preparing and submitting quarterly progress reports to DWR.

TASK 2 – INFORMATION COLLECTION, REVIEW, AND COORDINATION

This task includes a review of existing background documents and information such as past studies, compliance records, planning documents, reports, maps, and other available County and non-County records as may be applicable to gain a thorough understanding of the existing water systems within the County that fall within the regulatory boundaries of SB 552. It is anticipated that a considerable amount of time will need to be spent working with County staff to obtain the required information, including inquiries to both the California Department of Water Resources and the California State Water Resources Control Board. It is also anticipated that site visits to water systems and other locations within the County may be necessary. The team will also coordinate with the County relative to its Task Force (assumably to be comprised mainly of Water Agency Advisory Board members) findings and incorporation of those findings into the DRP.

TASK 3 – DROUGHT RESILIENCE PLAN PREPARATION

Once all necessary background information has been obtained from Task 2, The team will prepare a Draft Drought Resilience Plan for the County to review and provide comments which will be incorporated into the final document. The DRP will address applicable requirements of SB 552. A Final Drought Resilience Plan will be prepared for the County to submit to the State.

DELIVERABLES

- Draft and Final Drought Resilience Plan

Exclusions:

1. Items not specifically identified in this scope of work
2. Items not specifically required for grant performance
3. Environmental services or studies
4. Engineering design
5. Post-submittal revisions requested by the State (however, such services can be provided as an additional task)
6. Well monitoring and water sampling and analysis, including distribution or collection of "well test kits", as described Exhibit A – Work Plan, Task 2: DRP Development of the grant funding agreement

April 15, 2025

Fee:

I will serve as the designated project manager to support the County for these services. Below is a listing of costs by task for the services identified in this proposal.

Fee Breakdown	Fee Amount
Task 1 – Grant Administration	N/A
Task 2 – Information Collection, Review, And Coordination	$61,188
Task 3 – Drought Resilience Plan Preparation	$50,812
Total Budget	**$112,500**

Based on written direction from the County, Mark Thomas will develop and submit monthly progress billing to the County on a time-and-materials basis for a fee not-to-exceed $112,500. If you have any questions or concerns, please do not hesitate to contact me at jhanley@markthomas.com or 209.456.6218.

Sincerely,
MARK THOMAS

James Hanley, PE, PLS, PMP, CFM, LEED AP, QSD
Project Manager

Ed Noriega, PE
Associate Principal

MARKTHO-01 SUMMANR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/18/2025

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 # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Jessica McDonald PHONE (A/C, No, Ext): (925) 918-4535 FAX (A/C, No): E-MAIL ADDRESS: Jessica.McDonald@ioausa.com
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose, CA 95134	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Continental Casualty Company — 20443 INSURER B: The Continental Insurance Company — 35289 INSURER C: Valley Forge Insurance Company — 20508 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:	X	X	7040185059	9/15/2024	9/15/2025	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	7040183912	9/15/2024	9/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB [ ] OCCUR X EXCESS LIAB [X] CLAIMS-MADE DED [ ] RETENTION $			7040283234	9/15/2024	9/15/2025	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
C	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	740274825	9/15/2024	9/15/2025	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)
22-00231
22-00231
Re: Mariposa Co- On Call A&E
County of Mariposa its officers, officials, employees, and volunteers, named as additional insureds
The Workers Compensation / Employers Liability Deductible is none.

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

Reno Caldarella

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MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-158

MEETING: May 6, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve the First Amendment to the Agreement with Mark Thomas and Company, Inc. for Architectural and Engineering (A&E) On-Call Civil Engineering Services to Extend the Term of the Agreement to June 30, 2030, and Increase Compensation by $2,000,000 for a New Amount Not to Exceed $4,000,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

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RECOMMENDATION AND JUSTIFICATION

Approve the First Amendment to the Agreement with Mark Thomas and Company, Inc. for Architectural and Engineering (A&E) On-Call Civil Engineering Services to Extend the Term of the Agreement to June 30, 2030, and Increase Compensation by $2,000,000 for a New Amount Not to Exceed $4,000,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

The County expresses its satisfaction with the On-Call Engineering firm's work and aims to extend the services provided. Mark Thomas has been pivotal in projects including the Active Transportation Program (ATP) Safe Routes to School, the State Transportation Improvement Program (STIP) Indian Peak Bridge, and the STIP Harris Road Bridge. There are multiple new task orders anticipated for the county.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On February 21, 2023, Resolution 2023-98, the Board approved an A&E Civil Engineering On-Call Agreement with Mark Thomas & Company, Inc.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and staff will be required to procure professional A&E services by other less efficient methods.

FINANCIAL IMPACT

The On-Call Contract does not impose any financial burden on the County, as the expenses for the A&E projects are fully funded by grants.

ATTACHMENTS

1. **First Amendment - Mark Thomas On-Call Agreement**
2. **Mark Thomas - On Call Eng Services (1)**

DS LG

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VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District II Supervisor Shannon Poe
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

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FIRST AMENDMENT TO AGREEMENT FOR A&E ON-CALL CIVIL ENGINEERING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR A&E ON-CALL CIVIL ENGINEERING SERVICES, is made and entered into this 6th 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 Mark Thomas & Company, Inc., hereinafter referred to as "Contractor."

WHEREAS, County and Contractor have heretofore entered into an Agreement dated February 21, 2023, wherein Contractor agreed to provide A&E on-call civil engineering services; and

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

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to Contractor;

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 June 30, 2030.

2. Paragraph 3, "COMPENSATION," and Exhibit B are hereby amended to provide that an additional Two Million Dollars (2,000,000) will be added to the original amount of Two Million Dollars (2,000,000), making the total compensation paid to Contractor the not to exceed amount of Four Million Dollars (4,000,000).

Except as herein amended, the Agreement dated February 21, 2023, shall remain in full force and effect.

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

COUNTY OF MARIPOSA

DocuSigned by:
Rosemarie Smallcombe
EEE9F94B55214DC...

Rosemarie Smallcombs, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Ed Noriega
D3204E678B6B4DF...

Ed Noriega, Associate Principal
Mark Thomas & Company, Inc.

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
7F70E7E57022409...

Walter W. Wall
County Counsel

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FIRST AMENDED EXHIBIT B
FIRST AMENDED COST PROPOSAL

Cost Proposal 2
Specific Rate of Compensation (On-Call or As-Needed Contracts)

Note: Mark-ups are Not Allowed

Consultant: Mark Thomas & Company, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project: Mariposa On-Call (A&E) Contract No. _____ Participation Amount $ _____ Date: 4/3/2025

For Combined Rate

Fringe Benefit 92.57% + General & Administrative 58.18% = Combined 150.75%

For Home Office Rate

Fringe Benefit ___% + General & Administrative ___% = Home Office ___%

For Field Office Rate

Fringe Benefit ___% + General & Administrative ___% = Field Office ___%

Fee = 13%

BILLING INFORMATION **CALCULATION INFORMATION**

Name/Classification	Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
	Straight	Overtime	From	To			
Principal	$ 405.00	N/A	7/1/2022	6/30/2023		$ 142.93	$ 140.00 - $ 190.00
	$ 417.15	N/A	7/1/2023	6/30/2024	3.00%	$ 147.22	$ 144.20 - $ 195.70
	$ 429.66	N/A	7/1/2024	6/30/2025	3.00%	$ 151.64	$ 148.53 - $ 201.57
	$ 442.55	N/A	7/1/2025	6/30/2026	3.00%	$ 156.19	$ 152.98 - $ 207.62
	$ 455.83	N/A	7/1/2026	6/30/2027	3.00%	$ 160.87	$ 157.57 - $ 213.85
	$ 469.51	N/A	7/1/2027	6/30/2028	3.00%	$ 165.70	$ 162.30 - $ 220.26
	$ 483.59	N/A	7/1/2028	6/30/2029	3.00%	$ 170.67	$ 167.17 - $ 226.87
	$ 498.10	N/A	7/1/2029	6/30/2030	3.00%	$ 175.79	$ 172.18 - $ 233.68
Sr. Engineering Manager	$ 361.00	N/A	7/1/2022	6/30/2023		$ 127.41	$ 105.00 - $ 140.00
	$ 371.83	N/A	7/1/2023	6/30/2024	3.00%	$ 131.23	$ 108.15 - $ 144.20
	$ 382.98	N/A	7/1/2024	6/30/2025	3.00%	$ 135.16	$ 111.39 - $ 148.53
	$ 394.47	N/A	7/1/2025	6/30/2026	3.00%	$ 139.22	$ 114.74 - $ 152.98
	$ 406.31	N/A	7/1/2026	6/30/2027	3.00%	$ 143.40	$ 118.18 - $ 157.57
	$ 418.50	N/A	7/1/2027	6/30/2028	3.00%	$ 147.70	$ 121.72 - $ 162.30
	$ 431.05	N/A	7/1/2028	6/30/2029	3.00%	$ 152.13	$ 125.38 - $ 167.17
	$ 443.98	N/A	7/1/2029	6/30/2030	3.00%	$ 156.69	$ 129.14 - $ 172.18
Engineering Manager	$ 305.00	N/A	7/1/2022	6/30/2023		$ 107.64	$ 96.00 - $ 112.00
	$ 314.15	N/A	7/1/2023	6/30/2024	3.00%	$ 110.87	$ 98.88 - $ 115.36
	$ 323.57	N/A	7/1/2024	6/30/2025	3.00%	$ 114.20	$ 101.85 - $ 118.82
	$ 333.28	N/A	7/1/2025	6/30/2026	3.00%	$ 117.62	$ 104.90 - $ 122.39
	$ 343.28	N/A	7/1/2026	6/30/2027	3.00%	$ 121.15	$ 108.05 - $ 126.06
	$ 353.58	N/A	7/1/2027	6/30/2028	3.00%	$ 124.79	$ 111.29 - $ 129.84
	$ 364.19	N/A	7/1/2028	6/30/2029	3.00%	$ 128.53	$ 114.63 - $ 133.73
	$ 375.11	N/A	7/1/2029	6/30/2030	3.00%	$ 132.39	$ 118.07 - $ 137.75
Design Manager	$ 305.00	N/A	7/1/2022	6/30/2023		$ 107.64	$ 96.00 - $ 112.00
	$ 314.15	N/A	7/1/2023	6/30/2024	3.00%	$ 110.87	$ 98.88 - $ 115.36
	$ 323.57	N/A	7/1/2024	6/30/2025	3.00%	$ 114.20	$ 101.85 - $ 118.82
	$ 333.28	N/A	7/1/2025	6/30/2026	3.00%	$ 117.62	$ 104.90 - $ 122.39
	$ 343.28	N/A	7/1/2026	6/30/2027	3.00%	$ 121.15	$ 108.05 - $ 126.06
	$ 353.58	N/A	7/1/2027	6/30/2028	3.00%	$ 124.79	$ 111.29 - $ 129.84
	$ 364.19	N/A	7/1/2028	6/30/2029	3.00%	$ 128.53	$ 114.63 - $ 133.73
	$ 375.11	N/A	7/1/2029	6/30/2030	3.00%	$ 132.39	$ 118.07 - $ 137.75
Sr. Project Manager	$ 252.00	N/A	7/1/2022	6/30/2023		$ 88.94	$ 74.00 - $ 98.00
	$ 259.56	N/A	7/1/2023	6/30/2024	3.00%	$ 91.60	$ 76.22 - $ 100.94
	$ 267.35	N/A	7/1/2024	6/30/2025	3.00%	$ 94.35	$ 78.51 - $ 103.97
	$ 275.37	N/A	7/1/2025	6/30/2026	3.00%	$ 97.18	$ 80.86 - $ 107.09
	$ 283.63	N/A	7/1/2026	6/30/2027	3.00%	$ 100.10	$ 83.29 - $ 110.30
	$ 292.14	N/A	7/1/2027	6/30/2028	3.00%	$ 103.10	$ 85.79 - $ 113.61
	$ 300.90	N/A	7/1/2028	6/30/2029	3.00%	$ 106.20	$ 88.36 - $ 117.02
	$ 309.93	N/A	7/1/2029	6/30/2030	3.00%	$ 109.38	$ 91.01 - $ 120.53

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Sr. Technical Lead	$ 252.00	N/A	7/1/2022	6/30/2023		$ 88.94	$ 74.00	- $ 98.00
	$ 259.56	N/A	7/1/2023	6/30/2024	3.00%	$ 91.60	$ 76.22	- $ 100.94
	$ 267.35	N/A	7/1/2024	6/30/2025	3.00%	$ 94.35	$ 78.51	- $ 103.97
	$ 275.37	N/A	7/1/2025	6/30/2026	3.00%	$ 97.18	$ 80.86	- $ 107.09
	$ 283.63	N/A	7/1/2026	6/30/2027	3.00%	$ 100.10	$ 83.29	- $ 110.30
	$ 292.14	N/A	7/1/2027	6/30/2028	3.00%	$ 103.10	$ 85.79	- $ 113.61
	$ 300.90	N/A	7/1/2028	6/30/2029	3.00%	$ 106.20	$ 88.36	- $ 117.02
	$ 309.93	N/A	7/1/2029	6/30/2030	3.00%	$ 109.38	$ 91.01	- $ 120.53
Project Manager	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 62.00	- $ 77.00
	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 63.86	- $ 79.31
	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 65.78	- $ 81.69
	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 67.75	- $ 84.14
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 69.78	- $ 86.66
	$ 236.49	N/A	7/1/2027	6/30/2028	3.00%	$ 83.46	$ 71.87	- $ 89.26
	$ 243.59	N/A	7/1/2028	6/30/2029	3.00%	$ 85.97	$ 74.03	- $ 91.94
	$ 250.89	N/A	7/1/2029	6/30/2030	3.00%	$ 88.55	$ 76.25	- $ 94.70
Technical Lead	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 62.00	- $ 77.00
	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 63.86	- $ 79.31
	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 65.78	- $ 81.69
	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 67.75	- $ 84.14
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 69.78	- $ 86.66
	$ 236.49	N/A	7/1/2027	6/30/2028	3.00%	$ 83.46	$ 71.87	- $ 89.26
	$ 243.59	N/A	7/1/2028	6/30/2029	3.00%	$ 85.97	$ 74.03	- $ 91.94
	$ 250.89	N/A	7/1/2029	6/30/2030	3.00%	$ 88.55	$ 76.25	- $ 94.70
Sr. Project Engineer	$ 177.00	N/A	7/1/2022	6/30/2023		$ 62.47	$ 54.00	- $ 67.00
	$ 182.31	N/A	7/1/2023	6/30/2024	3.00%	$ 64.34	$ 55.62	- $ 69.01
	$ 187.78	N/A	7/1/2024	6/30/2025	3.00%	$ 66.27	$ 57.29	- $ 71.08
	$ 193.41	N/A	7/1/2025	6/30/2026	3.00%	$ 68.26	$ 59.01	- $ 73.21
	$ 199.22	N/A	7/1/2026	6/30/2027	3.00%	$ 70.31	$ 60.78	- $ 75.41
	$ 205.19	N/A	7/1/2027	6/30/2028	3.00%	$ 72.42	$ 62.60	- $ 77.67
	$ 211.35	N/A	7/1/2028	6/30/2029	3.00%	$ 74.59	$ 64.48	- $ 80.00
	$ 217.69	N/A	7/1/2029	6/30/2030	3.00%	$ 76.83	$ 66.41	- $ 82.40
Sr. Technical Engineer	$ 177.00	N/A	7/1/2022	6/30/2023		$ 62.47	$ 54.00	- $ 67.00
	$ 182.31	N/A	7/1/2023	6/30/2024	3.00%	$ 64.34	$ 55.62	- $ 69.01
	$ 187.78	N/A	7/1/2024	6/30/2025	3.00%	$ 66.27	$ 57.29	- $ 71.08
	$ 193.41	N/A	7/1/2025	6/30/2026	3.00%	$ 68.26	$ 59.01	- $ 73.21
	$ 199.22	N/A	7/1/2026	6/30/2027	3.00%	$ 70.31	$ 60.78	- $ 75.41
	$ 205.19	N/A	7/1/2027	6/30/2028	3.00%	$ 72.42	$ 62.60	- $ 77.67
	$ 211.35	N/A	7/1/2028	6/30/2029	3.00%	$ 74.59	$ 64.48	- $ 80.00
	$ 217.69	N/A	7/1/2029	6/30/2030	3.00%	$ 76.83	$ 66.41	- $ 82.40
Project Engineer	$ 157.00	N/A	7/1/2022	6/30/2023		$ 55.41	$ 50.00	- $ 60.00
	$ 161.71	N/A	7/1/2023	6/30/2024	3.00%	$ 57.07	$ 51.50	- $ 61.80
	$ 166.56	N/A	7/1/2024	6/30/2025	3.00%	$ 58.78	$ 53.05	- $ 63.65
	$ 171.56	N/A	7/1/2025	6/30/2026	3.00%	$ 60.55	$ 54.64	- $ 65.56
	$ 176.70	N/A	7/1/2026	6/30/2027	3.00%	$ 62.36	$ 56.28	- $ 67.53
	$ 182.01	N/A	7/1/2027	6/30/2028	3.00%	$ 64.23	$ 57.96	- $ 69.56
	$ 187.47	N/A	7/1/2028	6/30/2029	3.00%	$ 66.16	$ 59.70	- $ 71.64
	$ 193.09	N/A	7/1/2029	6/30/2030	3.00%	$ 68.15	$ 61.49	- $ 73.79
Design Engineer II	$ 135.00	N/A	7/1/2022	6/30/2023		$ 47.64	$ 37.00	- $ 55.00
	$ 139.05	N/A	7/1/2023	6/30/2024	3.00%	$ 49.07	$ 38.11	- $ 56.65
	$ 143.22	N/A	7/1/2024	6/30/2025	3.00%	$ 50.55	$ 39.25	- $ 58.35
	$ 147.52	N/A	7/1/2025	6/30/2026	3.00%	$ 52.06	$ 40.43	- $ 60.10
	$ 151.94	N/A	7/1/2026	6/30/2027	3.00%	$ 53.62	$ 41.64	- $ 61.90
	$ 156.50	N/A	7/1/2027	6/30/2028	3.00%	$ 55.23	$ 42.89	- $ 63.76
	$ 161.20	N/A	7/1/2028	6/30/2029	3.00%	$ 56.89	$ 44.18	- $ 65.67
	$ 166.03	N/A	7/1/2029	6/30/2030	3.00%	$ 58.60	$ 45.51	- $ 67.64
Design Engineer I	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 30.00	- $ 45.00
	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 30.90	- $ 46.35
	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 31.83	- $ 47.74
	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 32.78	- $ 49.17
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 33.77	- $ 50.65
	$ 127.52	N/A	7/1/2027	6/30/2028	3.00%	$ 45.00	$ 34.78	- $ 52.17
	$ 131.35	N/A	7/1/2028	6/30/2029	3.00%	$ 46.36	$ 35.82	- $ 53.73
	$ 135.29	N/A	7/1/2029	6/30/2030	3.00%	$ 47.75	$ 36.90	- $ 55.34

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Sr. Planner	$ 135.00	N/A	7/1/2022	6/30/2023		$ 47.64	$ 41.00	- $ 55.00
	$ 139.05	N/A	7/1/2023	6/30/2024	3.00%	$ 49.07	$ 42.23	- $ 56.65
	$ 143.22	N/A	7/1/2024	6/30/2025	3.00%	$ 50.55	$ 43.50	- $ 58.35
	$ 147.52	N/A	7/1/2025	6/30/2026	3.00%	$ 52.06	$ 44.80	- $ 60.10
	$ 151.94	N/A	7/1/2026	6/30/2027	3.00%	$ 53.62	$ 46.15	- $ 61.90
	$ 156.50	N/A	7/1/2027	6/30/2028	3.00%	$ 55.23	$ 47.53	- $ 63.76
	$ 161.20	N/A	7/1/2028	6/30/2029	3.00%	$ 56.89	$ 48.96	- $ 65.67
	$ 166.03	N/A	7/1/2029	6/30/2030	3.00%	$ 58.60	$ 50.42	- $ 67.64
Planner II	$ 113.00	N/A	7/1/2022	6/30/2023		$ 39.88	$ 36.00	- $ 45.00
	$ 116.39	N/A	7/1/2023	6/30/2024	3.00%	$ 41.08	$ 37.08	- $ 46.35
	$ 119.88	N/A	7/1/2024	6/30/2025	3.00%	$ 42.31	$ 38.19	- $ 47.74
	$ 123.48	N/A	7/1/2025	6/30/2026	3.00%	$ 43.58	$ 39.34	- $ 49.17
	$ 127.18	N/A	7/1/2026	6/30/2027	3.00%	$ 44.89	$ 40.52	- $ 50.65
	$ 131.00	N/A	7/1/2027	6/30/2028	3.00%	$ 46.23	$ 41.73	- $ 52.17
	$ 134.93	N/A	7/1/2028	6/30/2029	3.00%	$ 47.62	$ 42.99	- $ 53.73
	$ 138.98	N/A	7/1/2029	6/30/2030	3.00%	$ 49.05	$ 44.28	- $ 55.34
Planner I	$ 89.00	N/A	7/1/2022	6/30/2023		$ 31.41	$ 28.00	- $ 35.00
	$ 91.67	N/A	7/1/2023	6/30/2024	3.00%	$ 32.35	$ 28.84	- $ 36.05
	$ 94.42	N/A	7/1/2024	6/30/2025	3.00%	$ 33.32	$ 29.71	- $ 37.13
	$ 97.25	N/A	7/1/2025	6/30/2026	3.00%	$ 34.32	$ 30.60	- $ 38.25
	$ 100.17	N/A	7/1/2026	6/30/2027	3.00%	$ 35.35	$ 31.51	- $ 39.39
	$ 103.18	N/A	7/1/2027	6/30/2028	3.00%	$ 36.41	$ 32.46	- $ 40.57
	$ 106.27	N/A	7/1/2028	6/30/2029	3.00%	$ 37.51	$ 33.43	- $ 41.79
	$ 109.46	N/A	7/1/2029	6/30/2030	3.00%	$ 38.63	$ 34.44	- $ 43.05
Sr. Technician	$ 138.00	N/A	7/1/2022	6/30/2023		$ 48.70	$ 39.00	- $ 55.00
	$ 142.14	N/A	7/1/2023	6/30/2024	3.00%	$ 50.16	$ 40.17	- $ 56.65
	$ 146.40	N/A	7/1/2024	6/30/2025	3.00%	$ 51.67	$ 41.38	- $ 58.35
	$ 150.80	N/A	7/1/2025	6/30/2026	3.00%	$ 53.22	$ 42.62	- $ 60.10
	$ 155.32	N/A	7/1/2026	6/30/2027	3.00%	$ 54.82	$ 43.89	- $ 61.90
	$ 159.98	N/A	7/1/2027	6/30/2028	3.00%	$ 56.46	$ 45.21	- $ 63.76
	$ 164.78	N/A	7/1/2028	6/30/2029	3.00%	$ 58.15	$ 46.57	- $ 65.67
	$ 169.72	N/A	7/1/2029	6/30/2030	3.00%	$ 59.90	$ 47.97	- $ 67.64
Technician	$ 92.00	N/A	7/1/2022	6/30/2023		$ 32.47	$ 23.00	- $ 40.00
	$ 94.76	N/A	7/1/2023	6/30/2024	3.00%	$ 33.44	$ 23.69	- $ 41.20
	$ 97.60	N/A	7/1/2024	6/30/2025	3.00%	$ 34.45	$ 24.40	- $ 42.44
	$ 100.53	N/A	7/1/2025	6/30/2026	3.00%	$ 35.48	$ 25.13	- $ 43.71
	$ 103.55	N/A	7/1/2026	6/30/2027	3.00%	$ 36.54	$ 25.89	- $ 45.02
	$ 106.65	N/A	7/1/2027	6/30/2028	3.00%	$ 37.64	$ 26.66	- $ 46.37
	$ 109.85	N/A	7/1/2028	6/30/2029	3.00%	$ 38.77	$ 27.46	- $ 47.76
	$ 113.15	N/A	7/1/2029	6/30/2030	3.00%	$ 39.93	$ 28.29	- $ 49.19
Intern	$ 63.00	N/A	7/1/2022	6/30/2023		$ 22.23	$ 16.00	- $ 27.00
	$ 64.89	N/A	7/1/2023	6/30/2024	3.00%	$ 22.90	$ 16.48	- $ 27.81
	$ 66.84	N/A	7/1/2024	6/30/2025	3.00%	$ 23.59	$ 16.97	- $ 28.64
	$ 68.84	N/A	7/1/2025	6/30/2026	3.00%	$ 24.30	$ 17.48	- $ 29.50
	$ 70.91	N/A	7/1/2026	6/30/2027	3.00%	$ 25.02	$ 18.01	- $ 30.39
	$ 73.03	N/A	7/1/2027	6/30/2028	3.00%	$ 25.78	$ 18.55	- $ 31.30
	$ 75.23	N/A	7/1/2028	6/30/2029	3.00%	$ 26.55	$ 19.10	- $ 32.24
	$ 77.48	N/A	7/1/2029	6/30/2030	3.00%	$ 27.35	$ 19.68	- $ 33.21
Survey Division Manager	$ 314.00	N/A	7/1/2022	6/30/2023		$ 110.82	$ 96.00	- $ 118.00
	$ 323.42	N/A	7/1/2023	6/30/2024	3.00%	$ 114.14	$ 98.88	- $ 121.54
	$ 333.12	N/A	7/1/2024	6/30/2025	3.00%	$ 117.57	$ 101.85	- $ 125.19
	$ 343.12	N/A	7/1/2025	6/30/2026	3.00%	$ 121.09	$ 104.90	- $ 128.94
	$ 353.41	N/A	7/1/2026	6/30/2027	3.00%	$ 124.73	$ 108.05	- $ 132.81
	$ 364.01	N/A	7/1/2027	6/30/2028	3.00%	$ 128.47	$ 111.29	- $ 136.79
	$ 374.93	N/A	7/1/2028	6/30/2029	3.00%	$ 132.32	$ 114.63	- $ 140.90
	$ 386.18	N/A	7/1/2029	6/30/2030	3.00%	$ 136.29	$ 118.07	- $ 145.13
Sr. Survey Manager	$ 238.00	N/A	7/1/2022	6/30/2023		$ 84.00	$ 74.00	- $ 90.00
	$ 245.14	N/A	7/1/2023	6/30/2024	3.00%	$ 86.52	$ 76.22	- $ 92.70
	$ 252.49	N/A	7/1/2024	6/30/2025	3.00%	$ 89.11	$ 78.51	- $ 95.48
	$ 260.07	N/A	7/1/2025	6/30/2026	3.00%	$ 91.78	$ 80.86	- $ 98.35
	$ 267.87	N/A	7/1/2026	6/30/2027	3.00%	$ 94.54	$ 83.29	- $ 101.30
	$ 275.91	N/A	7/1/2027	6/30/2028	3.00%	$ 97.37	$ 85.79	- $ 104.33
	$ 284.18	N/A	7/1/2028	6/30/2029	3.00%	$ 100.30	$ 88.36	- $ 107.46
	$ 292.71	N/A	7/1/2029	6/30/2030	3.00%	$ 103.30	$ 91.01	- $ 110.69

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Survey Manager	$ 211.00	N/A	7/1/2022	6/30/2023		$ 74.47	$ 64.00	- $ 81.00
	$ 217.33	N/A	7/1/2023	6/30/2024	3.00%	$ 76.70	$ 65.92	- $ 83.43
	$ 223.85	N/A	7/1/2024	6/30/2025	3.00%	$ 79.00	$ 67.90	- $ 85.93
	$ 230.57	N/A	7/1/2025	6/30/2026	3.00%	$ 81.37	$ 69.93	- $ 88.51
	$ 237.48	N/A	7/1/2026	6/30/2027	3.00%	$ 83.81	$ 72.03	- $ 91.17
	$ 244.61	N/A	7/1/2027	6/30/2028	3.00%	$ 86.33	$ 74.19	- $ 93.90
	$ 251.95	N/A	7/1/2028	6/30/2029	3.00%	$ 88.92	$ 76.42	- $ 96.72
	$ 259.50	N/A	7/1/2029	6/30/2030	3.00%	$ 91.58	$ 78.71	- $ 99.62
SUE Program Manager	$ 241.62	N/A	7/1/2022	6/30/2023		$ 85.28	$ 76.20	- $ 94.65
	$ 248.87	N/A	7/1/2023	6/30/2024	3.00%	$ 87.83	$ 78.49	- $ 97.49
	$ 256.34	N/A	7/1/2024	6/30/2025	3.00%	$ 90.47	$ 80.84	- $ 100.41
	$ 264.03	N/A	7/1/2025	6/30/2026	3.00%	$ 93.18	$ 83.27	- $ 103.43
	$ 271.95	N/A	7/1/2026	6/30/2027	3.00%	$ 95.98	$ 85.76	- $ 106.53
	$ 280.11	N/A	7/1/2027	6/30/2028	3.00%	$ 98.86	$ 88.34	- $ 109.73
	$ 288.51	N/A	7/1/2028	6/30/2029	3.00%	$ 101.82	$ 90.99	- $ 113.02
	$ 297.17	N/A	7/1/2029	6/30/2030	3.00%	$ 104.88	$ 93.72	- $ 116.41
Sr. Project Surveyor	$ 186.00	N/A	7/1/2022	6/30/2023		$ 65.64	$ 57.00	- $ 72.00
	$ 191.58	N/A	7/1/2023	6/30/2024	3.00%	$ 67.61	$ 58.71	- $ 74.16
	$ 197.33	N/A	7/1/2024	6/30/2025	3.00%	$ 69.64	$ 60.47	- $ 76.38
	$ 203.25	N/A	7/1/2025	6/30/2026	3.00%	$ 71.73	$ 62.29	- $ 78.68
	$ 209.34	N/A	7/1/2026	6/30/2027	3.00%	$ 73.88	$ 64.15	- $ 81.04
	$ 215.63	N/A	7/1/2027	6/30/2028	3.00%	$ 76.10	$ 66.08	- $ 83.47
	$ 222.09	N/A	7/1/2028	6/30/2029	3.00%	$ 78.38	$ 68.06	- $ 85.97
	$ 228.76	N/A	7/1/2029	6/30/2030	3.00%	$ 80.73	$ 70.10	- $ 88.55
Project Surveyor	$ 172.00	N/A	7/1/2022	6/30/2023		$ 60.70	$ 49.00	- $ 68.00
	$ 177.16	N/A	7/1/2023	6/30/2024	3.00%	$ 62.52	$ 50.47	- $ 70.04
	$ 182.47	N/A	7/1/2024	6/30/2025	3.00%	$ 64.40	$ 51.98	- $ 72.14
	$ 187.95	N/A	7/1/2025	6/30/2026	3.00%	$ 66.33	$ 53.54	- $ 74.31
	$ 193.59	N/A	7/1/2026	6/30/2027	3.00%	$ 68.32	$ 55.15	- $ 76.53
	$ 199.39	N/A	7/1/2027	6/30/2028	3.00%	$ 70.37	$ 56.80	- $ 78.83
	$ 205.38	N/A	7/1/2028	6/30/2029	3.00%	$ 72.48	$ 58.51	- $ 81.20
	$ 211.54	N/A	7/1/2029	6/30/2030	3.00%	$ 74.66	$ 60.26	- $ 83.63
Sr. Surveyor	$ 147.00	N/A	7/1/2022	6/30/2023		$ 51.88	$ 42.00	- $ 58.00
	$ 151.41	N/A	7/1/2023	6/30/2024	3.00%	$ 53.44	$ 43.26	- $ 59.74
	$ 155.95	N/A	7/1/2024	6/30/2025	3.00%	$ 55.04	$ 44.56	- $ 61.53
	$ 160.63	N/A	7/1/2025	6/30/2026	3.00%	$ 56.69	$ 45.89	- $ 63.38
	$ 165.45	N/A	7/1/2026	6/30/2027	3.00%	$ 58.39	$ 47.27	- $ 65.28
	$ 170.41	N/A	7/1/2027	6/30/2028	3.00%	$ 60.14	$ 48.69	- $ 67.24
	$ 175.53	N/A	7/1/2028	6/30/2029	3.00%	$ 61.95	$ 50.15	- $ 69.26
	$ 180.79	N/A	7/1/2029	6/30/2030	3.00%	$ 63.81	$ 51.65	- $ 71.33
Surveyor	$ 125.00	N/A	7/1/2022	6/30/2023		$ 44.12	$ 37.00	- $ 50.00
	$ 128.75	N/A	7/1/2023	6/30/2024	3.00%	$ 45.44	$ 38.11	- $ 51.50
	$ 132.61	N/A	7/1/2024	6/30/2025	3.00%	$ 46.80	$ 39.25	- $ 53.05
	$ 136.59	N/A	7/1/2025	6/30/2026	3.00%	$ 48.21	$ 40.43	- $ 54.64
	$ 140.69	N/A	7/1/2026	6/30/2027	3.00%	$ 49.65	$ 41.64	- $ 56.28
	$ 144.91	N/A	7/1/2027	6/30/2028	3.00%	$ 51.14	$ 42.89	- $ 57.96
	$ 149.26	N/A	7/1/2028	6/30/2029	3.00%	$ 52.68	$ 44.18	- $ 59.70
	$ 153.73	N/A	7/1/2029	6/30/2030	3.00%	$ 54.26	$ 45.51	- $ 61.49
Lead Survey Technician	$ 153.00	N/A	7/1/2022	6/30/2023		$ 54.00	$ 42.00	- $ 62.00
	$ 157.59	N/A	7/1/2023	6/30/2024	3.00%	$ 55.62	$ 43.26	- $ 63.86
	$ 162.32	N/A	7/1/2024	6/30/2025	3.00%	$ 57.29	$ 44.56	- $ 65.78
	$ 167.19	N/A	7/1/2025	6/30/2026	3.00%	$ 59.00	$ 45.89	- $ 67.75
	$ 172.20	N/A	7/1/2026	6/30/2027	3.00%	$ 60.77	$ 47.27	- $ 69.78
	$ 177.37	N/A	7/1/2027	6/30/2028	3.00%	$ 62.60	$ 48.69	- $ 71.87
	$ 182.69	N/A	7/1/2028	6/30/2029	3.00%	$ 64.48	$ 50.15	- $ 74.03
	$ 188.17	N/A	7/1/2029	6/30/2030	3.00%	$ 66.41	$ 51.65	- $ 76.25
Sr. Survey Technician	$ 126.00	N/A	7/1/2022	6/30/2023		$ 44.47	$ 31.00	- $ 55.00
	$ 129.78	N/A	7/1/2023	6/30/2024	3.00%	$ 45.80	$ 31.93	- $ 56.65
	$ 133.67	N/A	7/1/2024	6/30/2025	3.00%	$ 47.18	$ 32.89	- $ 58.35
	$ 137.68	N/A	7/1/2025	6/30/2026	3.00%	$ 48.59	$ 33.87	- $ 60.10
	$ 141.81	N/A	7/1/2026	6/30/2027	3.00%	$ 50.05	$ 34.89	- $ 61.90
	$ 146.07	N/A	7/1/2027	6/30/2028	3.00%	$ 51.55	$ 35.94	- $ 63.76
	$ 150.45	N/A	7/1/2028	6/30/2029	3.00%	$ 53.10	$ 37.02	- $ 65.67
	$ 154.96	N/A	7/1/2029	6/30/2030	3.00%	$ 54.69	$ 38.13	- $ 67.64

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Survey Technician	$ 94.00	N/A	7/1/2022	6/30/2023		$ 33.17	$ 27.00 - $ 39.00
	$ 96.82	N/A	7/1/2023	6/30/2024	3.00%	$ 34.17	$ 27.81 - $ 40.17
	$ 99.72	N/A	7/1/2024	6/30/2025	3.00%	$ 35.20	$ 28.64 - $ 41.38
	$ 102.72	N/A	7/1/2025	6/30/2026	3.00%	$ 36.25	$ 29.50 - $ 42.62
	$ 105.80	N/A	7/1/2026	6/30/2027	3.00%	$ 37.34	$ 30.39 - $ 43.89
	$ 108.97	N/A	7/1/2027	6/30/2028	3.00%	$ 38.46	$ 31.30 - $ 45.21
	$ 112.24	N/A	7/1/2028	6/30/2029	3.00%	$ 39.61	$ 32.24 - $ 46.57
	$ 115.61	N/A	7/1/2029	6/30/2030	3.00%	$ 40.80	$ 33.21 - $ 47.97
Survey Intern	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 21.00 - $ 33.00
	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 21.63 - $ 33.99
	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 22.28 - $ 35.01
	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 22.95 - $ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 23.64 - $ 37.14
	$ 90.42	N/A	7/1/2027	6/30/2028	3.00%	$ 31.91	$ 24.34 - $ 38.26
	$ 93.14	N/A	7/1/2028	6/30/2029	3.00%	$ 32.87	$ 25.08 - $ 39.40
	$ 95.93	N/A	7/1/2029	6/30/2030	3.00%	$ 33.86	$ 25.83 - $ 40.59
Single Chief*	$ 169.00	$ 253.50	7/1/2022	6/30/2023		$ 59.64	$ 52.00 - $ 66.00
(Prevailing wage is based on our union contract	$ 174.07	$ 261.11	7/1/2023	6/30/2024	3.00%	$ 61.43	$ 53.56 - $ 67.98
which sets the wage. For proposal purposes,	$ 179.29	$ 268.94	7/1/2024	6/30/2025	3.00%	$ 63.28	$ 55.17 - $ 70.02
we have estimated escalation date and rate)	$ 184.67	$ 277.01	7/1/2025	6/30/2026	3.00%	$ 65.17	$ 56.82 - $ 72.12
	$ 190.21	$ 285.32	7/1/2026	6/30/2027	3.00%	$ 67.13	$ 58.53 - $ 74.28
	$ 195.92	$ 293.88	7/1/2027	6/30/2028	3.00%	$ 69.14	$ 60.28 - $ 76.51
	$ 201.79	$ 302.69	7/1/2028	6/30/2029	3.00%	$ 71.22	$ 62.09 - $ 78.81
	$ 207.85	$ 311.77	7/1/2029	6/30/2030	3.00%	$ 73.35	$ 63.95 - $ 81.17
Single Instrumentman*	$ 154.00	$ 231.00	7/1/2022	6/30/2023		$ 54.35	$ 49.00 - $ 60.00
(Prevailing wage is based on our union contract	$ 158.62	$ 237.93	7/1/2023	6/30/2024	3.00%	$ 55.98	$ 50.47 - $ 61.80
which sets the wage. For proposal purposes,	$ 163.38	$ 245.07	7/1/2024	6/30/2025	3.00%	$ 57.66	$ 51.98 - $ 63.65
we have estimated escalation date and rate)	$ 168.28	$ 252.42	7/1/2025	6/30/2026	3.00%	$ 59.39	$ 53.54 - $ 65.56
	$ 173.33	$ 259.99	7/1/2026	6/30/2027	3.00%	$ 61.17	$ 55.15 - $ 67.53
	$ 178.53	$ 267.79	7/1/2027	6/30/2028	3.00%	$ 63.01	$ 56.80 - $ 69.56
	$ 183.88	$ 275.83	7/1/2028	6/30/2029	3.00%	$ 64.90	$ 58.51 - $ 71.64
	$ 189.40	$ 284.10	7/1/2029	6/30/2030	3.00%	$ 66.84	$ 60.26 - $ 73.79
Single Chainman*	$ 148.00	$ 222.00	7/1/2022	6/30/2023		$ 52.23	$ 46.00 - $ 58.00
(Prevailing wage is based on our union contract	$ 152.44	$ 228.66	7/1/2023	6/30/2024	3.00%	$ 53.80	$ 47.38 - $ 59.74
which sets the wage. For proposal purposes,	$ 157.01	$ 235.52	7/1/2024	6/30/2025	3.00%	$ 55.41	$ 48.80 - $ 61.53
we have estimated escalation date and rate)	$ 161.72	$ 242.59	7/1/2025	6/30/2026	3.00%	$ 57.08	$ 50.27 - $ 63.38
	$ 166.58	$ 249.86	7/1/2026	6/30/2027	3.00%	$ 58.79	$ 51.77 - $ 65.28
	$ 171.57	$ 257.36	7/1/2027	6/30/2028	3.00%	$ 60.55	$ 53.33 - $ 67.24
	$ 176.72	$ 265.08	7/1/2028	6/30/2029	3.00%	$ 62.37	$ 54.93 - $ 69.26
	$ 182.02	$ 273.03	7/1/2029	6/30/2030	3.00%	$ 64.24	$ 56.57 - $ 71.33
Apprentice*	$ 104.00	$ 156.00	7/1/2022	6/30/2023		$ 36.70	$ 27.00 - $ 43.00
(Prevailing wage is based on our union contract	$ 107.12	$ 160.68	7/1/2023	6/30/2024	3.00%	$ 37.81	$ 27.81 - $ 44.29
which sets the wage. For proposal purposes,	$ 110.33	$ 165.50	7/1/2024	6/30/2025	3.00%	$ 38.94	$ 28.64 - $ 45.62
we have estimated escalation date and rate)	$ 113.64	$ 170.47	7/1/2025	6/30/2026	3.00%	$ 40.11	$ 29.50 - $ 46.99
	$ 117.05	$ 175.58	7/1/2026	6/30/2027	3.00%	$ 41.31	$ 30.39 - $ 48.40
	$ 120.56	$ 180.85	7/1/2027	6/30/2028	3.00%	$ 42.55	$ 31.30 - $ 49.85
	$ 124.18	$ 186.27	7/1/2028	6/30/2029	3.00%	$ 43.83	$ 32.24 - $ 51.34
	$ 127.91	$ 191.86	7/1/2029	6/30/2030	3.00%	$ 45.14	$ 33.21 - $ 52.88
1 Person Field Crew*	$ 169.00	$ 253.50	7/1/2022	6/30/2023		$ 59.64	$ 52.00 - $ 66.00
(Prevailing wage is based on our union contract	$ 174.07	$ 261.11	7/1/2023	6/30/2024	3.00%	$ 61.43	$ 53.56 - $ 67.98
which sets the wage. For proposal purposes,	$ 179.29	$ 268.94	7/1/2024	6/30/2025	3.00%	$ 63.28	$ 55.17 - $ 70.02
we have estimated escalation date and rate)	$ 184.67	$ 277.01	7/1/2025	6/30/2026	3.00%	$ 65.17	$ 56.82 - $ 72.12
	$ 190.21	$ 285.32	7/1/2026	6/30/2027	3.00%	$ 67.13	$ 58.53 - $ 74.28
	$ 195.92	$ 293.88	7/1/2027	6/30/2028	3.00%	$ 69.14	$ 60.28 - $ 76.51
	$ 201.79	$ 302.69	7/1/2028	6/30/2029	3.00%	$ 71.22	$ 62.09 - $ 78.81
	$ 207.85	$ 311.77	7/1/2029	6/30/2030	3.00%	$ 73.35	$ 63.95 - $ 81.17
2 Person Field Crew*	$ 318.00	$ 477.00	7/1/2022	6/30/2023		$ 112.23	$ 98.00 - $ 126.00
(Prevailing wage is based on our union contract	$ 327.54	$ 491.31	7/1/2023	6/30/2024	3.00%	$ 115.60	$ 100.94 - $ 129.78
which sets the wage. For proposal purposes,	$ 337.37	$ 506.05	7/1/2024	6/30/2025	3.00%	$ 119.06	$ 103.97 - $ 133.67
we have estimated escalation date and rate)	$ 347.49	$ 521.23	7/1/2025	6/30/2026	3.00%	$ 122.64	$ 107.09 - $ 137.68
	$ 357.91	$ 536.87	7/1/2026	6/30/2027	3.00%	$ 126.32	$ 110.30 - $ 141.81
	$ 368.65	$ 552.97	7/1/2027	6/30/2028	3.00%	$ 130.10	$ 113.61 - $ 146.07
	$ 379.71	$ 569.56	7/1/2028	6/30/2029	3.00%	$ 134.01	$ 117.02 - $ 150.45
	$ 391.10	$ 586.65	7/1/2029	6/30/2030	3.00%	$ 138.03	$ 120.53 - $ 154.96

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3 Person Field Crew*	$ 422.00	$ 633.00	7/1/2022	6/30/2023		$ 148.93	$ 125.00	- $ 181.00
(Prevailing wage is based on our union contract	$ 434.66	$ 651.99	7/1/2023	6/30/2024	3.00%	$ 153.40	$ 128.75	- $ 186.43
which sets the wage. For proposal purposes,	$ 447.70	$ 671.55	7/1/2024	6/30/2025	3.00%	$ 158.00	$ 132.61	- $ 192.02
we have estimated escalation date and rate)	$ 461.13	$ 691.70	7/1/2025	6/30/2026	3.00%	$ 162.74	$ 136.59	- $ 197.78
	$ 474.96	$ 712.45	7/1/2026	6/30/2027	3.00%	$ 167.63	$ 140.69	- $ 203.72
	$ 489.21	$ 733.82	7/1/2027	6/30/2028	3.00%	$ 172.65	$ 144.91	- $ 209.83
	$ 503.89	$ 755.83	7/1/2028	6/30/2029	3.00%	$ 177.83	$ 149.26	- $ 216.12
	$ 519.01	$ 778.51	7/1/2029	6/30/2030	3.00%	$ 183.17	$ 153.73	- $ 222.61
Utility Locator (North)*	$ 188.52	$ 282.78	7/1/2022	6/30/2023		$ 66.53	$ 57.50	- $ 72.50
(Prevailing wage is based on our union contract	$ 194.18	$ 291.27	7/1/2023	6/30/2024	3.00%	$ 68.53	$ 59.23	- $ 74.68
which sets the wage. For proposal purposes,	$ 200.00	$ 300.01	7/1/2024	6/30/2025	3.00%	$ 70.59	$ 61.00	- $ 76.92
we have estimated escalation date and rate)	$ 206.00	$ 309.01	7/1/2025	6/30/2026	3.00%	$ 72.70	$ 62.83	- $ 79.22
	$ 212.18	$ 318.28	7/1/2026	6/30/2027	3.00%	$ 74.88	$ 64.72	- $ 81.60
	$ 218.55	$ 327.82	7/1/2027	6/30/2028	3.00%	$ 77.13	$ 66.66	- $ 84.05
	$ 225.11	$ 337.66	7/1/2028	6/30/2029	3.00%	$ 79.45	$ 68.66	- $ 86.57
	$ 231.86	$ 347.79	7/1/2029	6/30/2030	3.00%	$ 81.83	$ 70.72	- $ 89.17
Sr. LAUD Division Manager	$ 266.00	N/A	7/1/2022	6/30/2023		$ 93.88	$ 87.00	- $ 100.00
	$ 273.98	N/A	7/1/2023	6/30/2024	3.00%	$ 96.69	$ 89.61	- $ 103.00
	$ 282.20	N/A	7/1/2024	6/30/2025	3.00%	$ 99.59	$ 92.30	- $ 106.09
	$ 290.67	N/A	7/1/2025	6/30/2026	3.00%	$ 102.58	$ 95.07	- $ 109.27
	$ 299.39	N/A	7/1/2026	6/30/2027	3.00%	$ 105.66	$ 97.92	- $ 112.55
	$ 308.37	N/A	7/1/2027	6/30/2028	3.00%	$ 108.83	$ 100.86	- $ 115.93
	$ 317.62	N/A	7/1/2028	6/30/2029	3.00%	$ 112.09	$ 103.88	- $ 119.41
	$ 327.15	N/A	7/1/2029	6/30/2030	3.00%	$ 115.46	$ 107.00	- $ 122.99
LAUD Division Manager	$ 246.00	N/A	7/1/2022	6/30/2023		$ 86.82	$ 83.00	- $ 94.00
	$ 253.38	N/A	7/1/2023	6/30/2024	3.00%	$ 89.42	$ 85.49	- $ 96.82
	$ 260.98	N/A	7/1/2024	6/30/2025	3.00%	$ 92.11	$ 88.05	- $ 99.72
	$ 268.81	N/A	7/1/2025	6/30/2026	3.00%	$ 94.87	$ 90.70	- $ 102.72
	$ 276.88	N/A	7/1/2026	6/30/2027	3.00%	$ 97.72	$ 93.42	- $ 105.80
	$ 285.18	N/A	7/1/2027	6/30/2028	3.00%	$ 100.65	$ 96.22	- $ 108.97
	$ 293.74	N/A	7/1/2028	6/30/2029	3.00%	$ 103.67	$ 99.11	- $ 112.24
	$ 302.55	N/A	7/1/2029	6/30/2030	3.00%	$ 106.78	$ 102.08	- $ 115.61
Sr. LAUD Project Manager	$ 232.00	N/A	7/1/2022	6/30/2023		$ 81.88	$ 75.00	- $ 89.00
	$ 238.96	N/A	7/1/2023	6/30/2024	3.00%	$ 84.33	$ 77.25	- $ 91.67
	$ 246.13	N/A	7/1/2024	6/30/2025	3.00%	$ 86.86	$ 79.57	- $ 94.42
	$ 253.51	N/A	7/1/2025	6/30/2026	3.00%	$ 89.47	$ 81.95	- $ 97.25
	$ 261.12	N/A	7/1/2026	6/30/2027	3.00%	$ 92.15	$ 84.41	- $ 100.17
	$ 268.95	N/A	7/1/2027	6/30/2028	3.00%	$ 94.92	$ 86.95	- $ 103.18
	$ 277.02	N/A	7/1/2028	6/30/2029	3.00%	$ 97.77	$ 89.55	- $ 106.27
	$ 285.33	N/A	7/1/2029	6/30/2030	3.00%	$ 100.70	$ 92.24	- $ 109.46
LAUD Project Manager	$ 201.00	N/A	7/1/2022	6/30/2023		$ 70.94	$ 63.00	- $ 77.00
	$ 207.03	N/A	7/1/2023	6/30/2024	3.00%	$ 73.07	$ 64.89	- $ 79.31
	$ 213.24	N/A	7/1/2024	6/30/2025	3.00%	$ 75.26	$ 66.84	- $ 81.69
	$ 219.64	N/A	7/1/2025	6/30/2026	3.00%	$ 77.52	$ 68.84	- $ 84.14
	$ 226.23	N/A	7/1/2026	6/30/2027	3.00%	$ 79.84	$ 70.91	- $ 86.66
	$ 233.01	N/A	7/1/2027	6/30/2028	3.00%	$ 82.24	$ 73.03	- $ 89.26
	$ 240.00	N/A	7/1/2028	6/30/2029	3.00%	$ 84.70	$ 75.23	- $ 91.94
	$ 247.20	N/A	7/1/2029	6/30/2030	3.00%	$ 87.24	$ 77.48	- $ 94.70
Sr. Landscape Architect	$ 155.00	N/A	7/1/2022	6/30/2023		$ 54.70	$ 42.00	- $ 80.00
	$ 159.65	N/A	7/1/2023	6/30/2024	3.00%	$ 56.34	$ 43.26	- $ 82.40
	$ 164.44	N/A	7/1/2024	6/30/2025	3.00%	$ 58.03	$ 44.56	- $ 84.87
	$ 169.37	N/A	7/1/2025	6/30/2026	3.00%	$ 59.78	$ 45.89	- $ 87.42
	$ 174.45	N/A	7/1/2026	6/30/2027	3.00%	$ 61.57	$ 47.27	- $ 90.04
	$ 179.69	N/A	7/1/2027	6/30/2028	3.00%	$ 63.42	$ 48.69	- $ 92.74
	$ 185.08	N/A	7/1/2028	6/30/2029	3.00%	$ 65.32	$ 50.15	- $ 95.52
	$ 190.63	N/A	7/1/2029	6/30/2030	3.00%	$ 67.28	$ 51.65	- $ 98.39
Landscape Architect	$ 141.00	N/A	7/1/2022	6/30/2023		$ 49.76	$ 37.00	- $ 56.00
	$ 145.23	N/A	7/1/2023	6/30/2024	3.00%	$ 51.26	$ 38.11	- $ 57.68
	$ 149.59	N/A	7/1/2024	6/30/2025	3.00%	$ 52.79	$ 39.25	- $ 59.41
	$ 154.07	N/A	7/1/2025	6/30/2026	3.00%	$ 54.38	$ 40.43	- $ 61.19
	$ 158.70	N/A	7/1/2026	6/30/2027	3.00%	$ 56.01	$ 41.64	- $ 63.03
	$ 163.46	N/A	7/1/2027	6/30/2028	3.00%	$ 57.69	$ 42.89	- $ 64.92
	$ 168.36	N/A	7/1/2028	6/30/2029	3.00%	$ 59.42	$ 44.18	- $ 66.87
	$ 173.41	N/A	7/1/2029	6/30/2030	3.00%	$ 61.20	$ 45.51	- $ 68.87

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Landscape Designer II	$ 111.00	N/A	7/1/2022	6/30/2023		$ 39.17	$ 32.00	- $ 45.00
	$ 114.33	N/A	7/1/2023	6/30/2024	3.00%	$ 40.35	$ 32.96	- $ 46.35
	$ 117.76	N/A	7/1/2024	6/30/2025	3.00%	$ 41.56	$ 33.95	- $ 47.74
	$ 121.29	N/A	7/1/2025	6/30/2026	3.00%	$ 42.81	$ 34.97	- $ 49.17
	$ 124.93	N/A	7/1/2026	6/30/2027	3.00%	$ 44.09	$ 36.02	- $ 50.65
	$ 128.68	N/A	7/1/2027	6/30/2028	3.00%	$ 45.41	$ 37.10	- $ 52.17
	$ 132.54	N/A	7/1/2028	6/30/2029	3.00%	$ 46.78	$ 38.21	- $ 53.73
	$ 136.52	N/A	7/1/2029	6/30/2030	3.00%	$ 48.18	$ 39.36	- $ 55.34
Landscape Designer I	$ 89.00	N/A	7/1/2022	6/30/2023		$ 31.41	$ 26.00	- $ 37.00
	$ 91.67	N/A	7/1/2023	6/30/2024	3.00%	$ 32.35	$ 26.78	- $ 38.11
	$ 94.42	N/A	7/1/2024	6/30/2025	3.00%	$ 33.32	$ 27.58	- $ 39.25
	$ 97.25	N/A	7/1/2025	6/30/2026	3.00%	$ 34.32	$ 28.41	- $ 40.43
	$ 100.17	N/A	7/1/2026	6/30/2027	3.00%	$ 35.35	$ 29.26	- $ 41.64
	$ 103.18	N/A	7/1/2027	6/30/2028	3.00%	$ 36.41	$ 30.14	- $ 42.89
	$ 106.27	N/A	7/1/2028	6/30/2029	3.00%	$ 37.51	$ 31.05	- $ 44.18
	$ 109.46	N/A	7/1/2029	6/30/2030	3.00%	$ 38.63	$ 31.98	- $ 45.51
Landscape Intern	$ 63.00	N/A	7/1/2022	6/30/2023		$ 22.23	$ 16.00	- $ 27.00
	$ 64.89	N/A	7/1/2023	6/30/2024	3.00%	$ 22.90	$ 16.48	- $ 27.81
	$ 66.84	N/A	7/1/2024	6/30/2025	3.00%	$ 23.59	$ 16.97	- $ 28.64
	$ 68.84	N/A	7/1/2025	6/30/2026	3.00%	$ 24.30	$ 17.48	- $ 29.50
	$ 70.91	N/A	7/1/2026	6/30/2027	3.00%	$ 25.02	$ 18.01	- $ 30.39
	$ 73.03	N/A	7/1/2027	6/30/2028	3.00%	$ 25.78	$ 18.55	- $ 31.30
	$ 75.23	N/A	7/1/2028	6/30/2029	3.00%	$ 26.55	$ 19.10	- $ 32.24
	$ 77.48	N/A	7/1/2029	6/30/2030	3.00%	$ 27.35	$ 19.68	- $ 33.21
District Manager-Engineer	$ 320.00	N/A	7/1/2022	6/30/2023		$ 112.94	$ 104.00	- $ 121.00
	$ 329.60	N/A	7/1/2023	6/30/2024	3.00%	$ 116.32	$ 107.12	- $ 124.63
	$ 339.49	N/A	7/1/2024	6/30/2025	3.00%	$ 119.81	$ 110.33	- $ 128.37
	$ 349.67	N/A	7/1/2025	6/30/2026	3.00%	$ 123.41	$ 113.64	- $ 132.22
	$ 360.16	N/A	7/1/2026	6/30/2027	3.00%	$ 127.11	$ 117.05	- $ 136.19
	$ 370.97	N/A	7/1/2027	6/30/2028	3.00%	$ 130.92	$ 120.56	- $ 140.27
	$ 382.10	N/A	7/1/2028	6/30/2029	3.00%	$ 134.85	$ 124.18	- $ 144.48
	$ 393.56	N/A	7/1/2029	6/30/2030	3.00%	$ 138.90	$ 127.91	- $ 148.81
Deputy District Manager	$ 292.00	N/A	7/1/2022	6/30/2023		$ 103.05	$ 94.00	- $ 110.00
	$ 300.76	N/A	7/1/2023	6/30/2024	3.00%	$ 106.15	$ 96.82	- $ 113.30
	$ 309.78	N/A	7/1/2024	6/30/2025	3.00%	$ 109.33	$ 99.72	- $ 116.70
	$ 319.08	N/A	7/1/2025	6/30/2026	3.00%	$ 112.61	$ 102.72	- $ 120.20
	$ 328.65	N/A	7/1/2026	6/30/2027	3.00%	$ 115.99	$ 105.80	- $ 123.81
	$ 338.51	N/A	7/1/2027	6/30/2028	3.00%	$ 119.47	$ 108.97	- $ 127.52
	$ 348.66	N/A	7/1/2028	6/30/2029	3.00%	$ 123.05	$ 112.24	- $ 131.35
	$ 359.12	N/A	7/1/2029	6/30/2030	3.00%	$ 126.74	$ 115.61	- $ 135.29
Operations Manager	$ 254.00	N/A	7/1/2022	6/30/2023		$ 89.64	$ 76.00	- $ 97.00
	$ 261.62	N/A	7/1/2023	6/30/2024	3.00%	$ 92.33	$ 78.28	- $ 99.91
	$ 269.47	N/A	7/1/2024	6/30/2025	3.00%	$ 95.10	$ 80.63	- $ 102.91
	$ 277.55	N/A	7/1/2025	6/30/2026	3.00%	$ 97.95	$ 83.05	- $ 105.99
	$ 285.88	N/A	7/1/2026	6/30/2027	3.00%	$ 100.89	$ 85.54	- $ 109.17
	$ 294.46	N/A	7/1/2027	6/30/2028	3.00%	$ 103.92	$ 88.10	- $ 112.45
	$ 303.29	N/A	7/1/2028	6/30/2029	3.00%	$ 107.04	$ 90.75	- $ 115.82
	$ 312.39	N/A	7/1/2029	6/30/2030	3.00%	$ 110.25	$ 93.47	- $ 119.30
Sr. Sanitary Project Engineer	$ 224.00	N/A	7/1/2022	6/30/2023		$ 79.05	$ 66.00	- $ 87.00
	$ 230.72	N/A	7/1/2023	6/30/2024	3.00%	$ 81.43	$ 67.98	- $ 89.61
	$ 237.64	N/A	7/1/2024	6/30/2025	3.00%	$ 83.87	$ 70.02	- $ 92.30
	$ 244.77	N/A	7/1/2025	6/30/2026	3.00%	$ 86.39	$ 72.12	- $ 95.07
	$ 252.11	N/A	7/1/2026	6/30/2027	3.00%	$ 88.98	$ 74.28	- $ 97.92
	$ 259.68	N/A	7/1/2027	6/30/2028	3.00%	$ 91.65	$ 76.51	- $ 100.86
	$ 267.47	N/A	7/1/2028	6/30/2029	3.00%	$ 94.40	$ 78.81	- $ 103.88
	$ 275.49	N/A	7/1/2029	6/30/2030	3.00%	$ 97.23	$ 81.17	- $ 107.00
Sanitary Project Engineer	$ 198.00	N/A	7/1/2022	6/30/2023		$ 69.88	$ 55.00	- $ 80.00
	$ 203.94	N/A	7/1/2023	6/30/2024	3.00%	$ 71.98	$ 56.65	- $ 82.40
	$ 210.06	N/A	7/1/2024	6/30/2025	3.00%	$ 74.13	$ 58.35	- $ 84.87
	$ 216.36	N/A	7/1/2025	6/30/2026	3.00%	$ 76.36	$ 60.10	- $ 87.42
	$ 222.85	N/A	7/1/2026	6/30/2027	3.00%	$ 78.65	$ 61.90	- $ 90.04
	$ 229.54	N/A	7/1/2027	6/30/2028	3.00%	$ 81.01	$ 63.76	- $ 92.74
	$ 236.42	N/A	7/1/2028	6/30/2029	3.00%	$ 83.44	$ 65.67	- $ 95.52
	$ 243.52	N/A	7/1/2029	6/30/2030	3.00%	$ 85.94	$ 67.64	- $ 98.39

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Associate Sanitary Engineer	$ 170.00	N/A	7/1/2022	6/30/2023		$ 60.00	$ 52.00 - $ 66.00
	$ 175.10	N/A	7/1/2023	6/30/2024	3.00%	$ 61.80	$ 53.56 - $ 67.98
	$ 180.35	N/A	7/1/2024	6/30/2025	3.00%	$ 63.65	$ 55.17 - $ 70.02
	$ 185.76	N/A	7/1/2025	6/30/2026	3.00%	$ 65.56	$ 56.82 - $ 72.12
	$ 191.34	N/A	7/1/2026	6/30/2027	3.00%	$ 67.53	$ 58.53 - $ 74.28
	$ 197.08	N/A	7/1/2027	6/30/2028	3.00%	$ 69.55	$ 60.28 - $ 76.51
	$ 202.99	N/A	7/1/2028	6/30/2029	3.00%	$ 71.64	$ 62.09 - $ 78.81
	$ 209.08	N/A	7/1/2029	6/30/2030	3.00%	$ 73.79	$ 63.95 - $ 81.17
Assistant Sanitary Engineer	$ 150.00	N/A	7/1/2022	6/30/2023		$ 52.94	$ 47.00 - $ 59.00
	$ 154.50	N/A	7/1/2023	6/30/2024	3.00%	$ 54.53	$ 48.41 - $ 60.77
	$ 159.13	N/A	7/1/2024	6/30/2025	3.00%	$ 56.16	$ 49.86 - $ 62.59
	$ 163.91	N/A	7/1/2025	6/30/2026	3.00%	$ 57.85	$ 51.36 - $ 64.47
	$ 168.83	N/A	7/1/2026	6/30/2027	3.00%	$ 59.58	$ 52.90 - $ 66.41
	$ 173.89	N/A	7/1/2027	6/30/2028	3.00%	$ 61.37	$ 54.49 - $ 68.40
	$ 179.11	N/A	7/1/2028	6/30/2029	3.00%	$ 63.21	$ 56.12 - $ 70.45
	$ 184.48	N/A	7/1/2029	6/30/2030	3.00%	$ 65.11	$ 57.80 - $ 72.56
Sr. Inspector*	$ 132.00	N/A	7/1/2022	6/30/2023		$ 46.59	$ 41.00 - $ 52.00
(Prevailing wage is based on our union contract	$ 135.96	N/A	7/1/2023	6/30/2024	3.00%	$ 47.98	$ 42.23 - $ 53.56
which sets the wage. For proposal purposes,	$ 140.04	N/A	7/1/2024	6/30/2025	3.00%	$ 49.42	$ 43.50 - $ 55.17
we have estimated escalation date and rate)	$ 144.24	N/A	7/1/2025	6/30/2026	3.00%	$ 50.91	$ 44.80 - $ 56.82
	$ 148.57	N/A	7/1/2026	6/30/2027	3.00%	$ 52.43	$ 46.15 - $ 58.53
	$ 153.02	N/A	7/1/2027	6/30/2028	3.00%	$ 54.01	$ 47.53 - $ 60.28
	$ 157.61	N/A	7/1/2028	6/30/2029	3.00%	$ 55.63	$ 48.96 - $ 62.09
	$ 162.34	N/A	7/1/2029	6/30/2030	3.00%	$ 57.29	$ 50.42 - $ 63.95
Inspector*	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 33.00 - $ 44.00
(Prevailing wage is based on our union contract	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 33.99 - $ 45.32
which sets the wage. For proposal purposes,	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 35.01 - $ 46.68
we have estimated escalation date and rate)	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 36.06 - $ 48.08
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 37.14 - $ 49.52
	$ 127.52	N/A	7/1/2027	6/30/2028	3.00%	$ 45.00	$ 38.26 - $ 51.01
	$ 131.35	N/A	7/1/2028	6/30/2029	3.00%	$ 46.36	$ 39.40 - $ 52.54
	$ 135.29	N/A	7/1/2029	6/30/2030	3.00%	$ 47.75	$ 40.59 - $ 54.11
Inspector - Apprentice*	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 20.00 - $ 33.00
(Prevailing wage is based on our union contract	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 20.60 - $ 33.99
which sets the wage. For proposal purposes,	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 21.22 - $ 35.01
we have estimated escalation date and rate)	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 21.85 - $ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 22.51 - $ 37.14
	$ 90.42	N/A	7/1/2027	6/30/2028	3.00%	$ 31.91	$ 23.19 - $ 38.26
	$ 93.14	N/A	7/1/2028	6/30/2029	3.00%	$ 32.87	$ 23.88 - $ 39.40
	$ 95.93	N/A	7/1/2029	6/30/2030	3.00%	$ 33.86	$ 24.60 - $ 40.59
Area Manager - CM	$ 299.00	N/A	7/1/2022	6/30/2023		$ 105.52	$ 105.00 - $ 140.00
	$ 307.97	N/A	7/1/2023	6/30/2024	3.00%	$ 108.69	$ 108.15 - $ 144.20
	$ 317.21	N/A	7/1/2024	6/30/2025	3.00%	$ 111.95	$ 111.39 - $ 148.53
	$ 326.73	N/A	7/1/2025	6/30/2026	3.00%	$ 115.31	$ 114.74 - $ 152.98
	$ 336.53	N/A	7/1/2026	6/30/2027	3.00%	$ 118.77	$ 118.18 - $ 157.57
	$ 346.62	N/A	7/1/2027	6/30/2028	3.00%	$ 122.33	$ 121.72 - $ 162.30
	$ 357.02	N/A	7/1/2028	6/30/2029	3.00%	$ 126.00	$ 125.38 - $ 167.17
	$ 367.73	N/A	7/1/2029	6/30/2030	3.00%	$ 129.78	$ 129.14 - $ 172.18
Division Manager - CM	$ 359.00	N/A	7/1/2022	6/30/2023		$ 126.70	$ 97.00 - $ 113.00
	$ 369.77	N/A	7/1/2023	6/30/2024	3.00%	$ 130.50	$ 99.91 - $ 116.39
	$ 380.86	N/A	7/1/2024	6/30/2025	3.00%	$ 134.42	$ 102.91 - $ 119.88
	$ 392.29	N/A	7/1/2025	6/30/2026	3.00%	$ 138.45	$ 105.99 - $ 123.48
	$ 404.06	N/A	7/1/2026	6/30/2027	3.00%	$ 142.60	$ 109.17 - $ 127.18
	$ 416.18	N/A	7/1/2027	6/30/2028	3.00%	$ 146.88	$ 112.45 - $ 131.00
	$ 428.66	N/A	7/1/2028	6/30/2029	3.00%	$ 151.29	$ 115.82 - $ 134.93
	$ 441.52	N/A	7/1/2029	6/30/2030	3.00%	$ 155.82	$ 119.30 - $ 138.98
Sr. Project Manager - CM	$ 267.00	N/A	7/1/2022	6/30/2023		$ 94.23	$ 75.00 - $ 107.00
	$ 275.01	N/A	7/1/2023	6/30/2024	3.00%	$ 97.06	$ 77.25 - $ 110.21
	$ 283.26	N/A	7/1/2024	6/30/2025	3.00%	$ 99.97	$ 79.57 - $ 113.52
	$ 291.76	N/A	7/1/2025	6/30/2026	3.00%	$ 102.97	$ 81.95 - $ 116.92
	$ 300.51	N/A	7/1/2026	6/30/2027	3.00%	$ 106.06	$ 84.41 - $ 120.43
	$ 309.53	N/A	7/1/2027	6/30/2028	3.00%	$ 109.24	$ 86.95 - $ 124.04
	$ 318.81	N/A	7/1/2028	6/30/2029	3.00%	$ 112.52	$ 89.55 - $ 127.76
	$ 328.38	N/A	7/1/2029	6/30/2030	3.00%	$ 115.89	$ 92.24 - $ 131.60

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Project Manager - CM	$ 244.00	N/A	7/1/2022	6/30/2023		$ 86.11	$ 70.00 -	$ 96.00
	$ 251.32	N/A	7/1/2023	6/30/2024	3.00%	$ 88.70	$ 72.10 -	$ 98.88
	$ 258.86	N/A	7/1/2024	6/30/2025	3.00%	$ 91.36	$ 74.26 -	$ 101.85
	$ 266.63	N/A	7/1/2025	6/30/2026	3.00%	$ 94.10	$ 76.49 -	$ 104.90
	$ 274.62	N/A	7/1/2026	6/30/2027	3.00%	$ 96.92	$ 78.79 -	$ 108.05
	$ 282.86	N/A	7/1/2027	6/30/2028	3.00%	$ 99.83	$ 81.15 -	$ 111.29
	$ 291.35	N/A	7/1/2028	6/30/2029	3.00%	$ 102.82	$ 83.58 -	$ 114.63
	$ 300.09	N/A	7/1/2029	6/30/2030	3.00%	$ 105.91	$ 86.09 -	$ 118.07
RE/Structural Representative	$ 224.00	N/A	7/1/2022	6/30/2023		$ 79.05	$ 70.00 -	$ 107.00
	$ 230.72	N/A	7/1/2023	6/30/2024	3.00%	$ 81.43	$ 72.10 -	$ 110.21
	$ 237.64	N/A	7/1/2024	6/30/2025	3.00%	$ 83.87	$ 74.26 -	$ 113.52
	$ 244.77	N/A	7/1/2025	6/30/2026	3.00%	$ 86.39	$ 76.49 -	$ 116.92
	$ 252.11	N/A	7/1/2026	6/30/2027	3.00%	$ 88.98	$ 78.79 -	$ 120.43
	$ 259.68	N/A	7/1/2027	6/30/2028	3.00%	$ 91.65	$ 81.15 -	$ 124.04
	$ 267.47	N/A	7/1/2028	6/30/2029	3.00%	$ 94.40	$ 83.58 -	$ 127.76
	$ 275.49	N/A	7/1/2029	6/30/2030	3.00%	$ 97.23	$ 86.09 -	$ 131.60
Asst. Resident Engineer*	$ 207.00	N/A	7/1/2022	6/30/2023		$ 73.06	$ 53.00 -	$ 88.00
(Prevailing wage is based on our union contract	$ 213.21	N/A	7/1/2023	6/30/2024	3.00%	$ 75.25	$ 54.59 -	$ 90.64
which sets the wage. For proposal purposes,	$ 219.61	N/A	7/1/2024	6/30/2025	3.00%	$ 77.50	$ 56.23 -	$ 93.36
we have estimated escalation date and rate)	$ 226.19	N/A	7/1/2025	6/30/2026	3.00%	$ 79.83	$ 57.91 -	$ 96.16
	$ 232.98	N/A	7/1/2026	6/30/2027	3.00%	$ 82.22	$ 59.65 -	$ 99.04
	$ 239.97	N/A	7/1/2027	6/30/2028	3.00%	$ 84.69	$ 61.44 -	$ 102.02
	$ 247.17	N/A	7/1/2028	6/30/2029	3.00%	$ 87.23	$ 63.28 -	$ 105.08
	$ 254.58	N/A	7/1/2029	6/30/2030	3.00%	$ 89.85	$ 65.18 -	$ 108.23
Inspector - CM*	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 51.00 -	$ 88.00
(Prevailing wage is based on our union contract	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 52.53 -	$ 90.64
which sets the wage. For proposal purposes,	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 54.11 -	$ 93.36
we have estimated escalation date and rate)	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 55.73 -	$ 96.16
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 57.40 -	$ 99.04
	$ 236.49	N/A	7/1/2027	6/30/2028	3.00%	$ 83.46	$ 59.12 -	$ 102.02
	$ 243.59	N/A	7/1/2028	6/30/2029	3.00%	$ 85.97	$ 60.90 -	$ 105.08
	$ 250.89	N/A	7/1/2029	6/30/2030	3.00%	$ 88.55	$ 62.72 -	$ 108.23
Office Engineer	$ 148.00	N/A	7/1/2022	6/30/2023		$ 52.23	$ 37.00 -	$ 64.00
	$ 152.44	N/A	7/1/2023	6/30/2024	3.00%	$ 53.80	$ 38.11 -	$ 65.92
	$ 157.01	N/A	7/1/2024	6/30/2025	3.00%	$ 55.41	$ 39.25 -	$ 67.90
	$ 161.72	N/A	7/1/2025	6/30/2026	3.00%	$ 57.08	$ 40.43 -	$ 69.93
	$ 166.58	N/A	7/1/2026	6/30/2027	3.00%	$ 58.79	$ 41.64 -	$ 72.03
	$ 171.57	N/A	7/1/2027	6/30/2028	3.00%	$ 60.55	$ 42.89 -	$ 74.19
	$ 176.72	N/A	7/1/2028	6/30/2029	3.00%	$ 62.37	$ 44.18 -	$ 76.42
	$ 182.02	N/A	7/1/2029	6/30/2030	3.00%	$ 64.24	$ 45.51 -	$ 78.71
Office Technician	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 21.00 -	$ 33.00
	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 21.63 -	$ 33.99
	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 22.28 -	$ 35.01
	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 22.95 -	$ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 23.64 -	$ 37.14
	$ 90.42	N/A	7/1/2027	6/30/2028	3.00%	$ 31.91	$ 24.34 -	$ 38.26
	$ 93.14	N/A	7/1/2028	6/30/2029	3.00%	$ 32.87	$ 25.08 -	$ 39.40
	$ 95.93	N/A	7/1/2029	6/30/2030	3.00%	$ 33.86	$ 25.83 -	$ 40.59
Expert Witness	$ 470.00	N/A	7/1/2022	6/30/2023		$ 165.87	$ 170.00 -	$ 180.00
	$ 484.10	N/A	7/1/2023	6/30/2024	3.00%	$ 170.85	$ 175.10 -	$ 185.40
	$ 498.62	N/A	7/1/2024	6/30/2025	3.00%	$ 175.98	$ 180.35 -	$ 190.96
	$ 513.58	N/A	7/1/2025	6/30/2026	3.00%	$ 181.26	$ 185.76 -	$ 196.69
	$ 528.99	N/A	7/1/2026	6/30/2027	3.00%	$ 186.69	$ 191.34 -	$ 202.59
	$ 544.86	N/A	7/1/2027	6/30/2028	3.00%	$ 192.29	$ 197.08 -	$ 208.67
	$ 561.20	N/A	7/1/2028	6/30/2029	3.00%	$ 198.06	$ 202.99 -	$ 214.93
	$ 578.04	N/A	7/1/2029	6/30/2030	3.00%	$ 204.00	$ 209.08 -	$ 221.38
Strategic Consulting	$ 470.00	N/A	7/1/2022	6/30/2023		$ 165.87	$ 170.00 -	$ 180.00
	$ 484.10	N/A	7/1/2023	6/30/2024	3.00%	$ 170.85	$ 175.10 -	$ 185.40
	$ 498.62	N/A	7/1/2024	6/30/2025	3.00%	$ 175.98	$ 180.35 -	$ 190.96
	$ 513.58	N/A	7/1/2025	6/30/2026	3.00%	$ 181.26	$ 185.76 -	$ 196.69
	$ 528.99	N/A	7/1/2026	6/30/2027	3.00%	$ 186.69	$ 191.34 -	$ 202.59
	$ 544.86	N/A	7/1/2027	6/30/2028	3.00%	$ 192.29	$ 197.08 -	$ 208.67
	$ 561.20	N/A	7/1/2028	6/30/2029	3.00%	$ 198.06	$ 202.99 -	$ 214.93
	$ 578.04	N/A	7/1/2029	6/30/2030	3.00%	$ 204.00	$ 209.08 -	$ 221.38

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Funding Manager	$ 273.00	N/A	7/1/2022	6/30/2023		$ 96.35	$ 85.00 -	$ 103.00
	$ 281.19	N/A	7/1/2023	6/30/2024	3.00%	$ 99.24	$ 87.55 -	$ 106.09
	$ 289.63	N/A	7/1/2024	6/30/2025	3.00%	$ 102.22	$ 90.18 -	$ 109.27
	$ 298.31	N/A	7/1/2025	6/30/2026	3.00%	$ 105.28	$ 92.88 -	$ 112.55
	$ 307.26	N/A	7/1/2026	6/30/2027	3.00%	$ 108.44	$ 95.67 -	$ 115.93
	$ 316.48	N/A	7/1/2027	6/30/2028	3.00%	$ 111.69	$ 98.54 -	$ 119.41
	$ 325.98	N/A	7/1/2028	6/30/2029	3.00%	$ 115.04	$ 101.49 -	$ 122.99
	$ 335.76	N/A	7/1/2029	6/30/2030	3.00%	$ 118.50	$ 104.54 -	$ 126.68
Sr. Funding Specialist	$ 176.00	N/A	7/1/2022	6/30/2023		$ 62.11	$ 50.00 -	$ 70.00
	$ 181.28	N/A	7/1/2023	6/30/2024	3.00%	$ 63.98	$ 51.50 -	$ 72.10
	$ 186.72	N/A	7/1/2024	6/30/2025	3.00%	$ 65.90	$ 53.05 -	$ 74.26
	$ 192.32	N/A	7/1/2025	6/30/2026	3.00%	$ 67.87	$ 54.64 -	$ 76.49
	$ 198.09	N/A	7/1/2026	6/30/2027	3.00%	$ 69.91	$ 56.28 -	$ 78.79
	$ 204.03	N/A	7/1/2027	6/30/2028	3.00%	$ 72.01	$ 57.96 -	$ 81.15
	$ 210.15	N/A	7/1/2028	6/30/2029	3.00%	$ 74.17	$ 59.70 -	$ 83.58
	$ 216.46	N/A	7/1/2029	6/30/2030	3.00%	$ 76.39	$ 61.49 -	$ 86.09
Funding Specialist	$ 150.00	N/A	7/1/2022	6/30/2023		$ 52.94	$ 37.00 -	$ 65.00
	$ 154.50	N/A	7/1/2023	6/30/2024	3.00%	$ 54.53	$ 38.11 -	$ 66.95
	$ 159.13	N/A	7/1/2024	6/30/2025	3.00%	$ 56.16	$ 39.25 -	$ 68.96
	$ 163.91	N/A	7/1/2025	6/30/2026	3.00%	$ 57.85	$ 40.43 -	$ 71.03
	$ 168.83	N/A	7/1/2026	6/30/2027	3.00%	$ 59.58	$ 41.64 -	$ 73.16
	$ 173.89	N/A	7/1/2027	6/30/2028	3.00%	$ 61.37	$ 42.89 -	$ 75.35
	$ 179.11	N/A	7/1/2028	6/30/2029	3.00%	$ 63.21	$ 44.18 -	$ 77.61
	$ 184.48	N/A	7/1/2029	6/30/2030	3.00%	$ 65.11	$ 45.51 -	$ 79.94
Sr. Project Accountant	$ 176.00	N/A	7/1/2022	6/30/2023		$ 62.11	$ 53.00 -	$ 68.00
	$ 181.28	N/A	7/1/2023	6/30/2024	3.00%	$ 63.98	$ 54.59 -	$ 70.04
	$ 186.72	N/A	7/1/2024	6/30/2025	3.00%	$ 65.90	$ 56.23 -	$ 72.14
	$ 192.32	N/A	7/1/2025	6/30/2026	3.00%	$ 67.87	$ 57.91 -	$ 74.31
	$ 198.09	N/A	7/1/2026	6/30/2027	3.00%	$ 69.91	$ 59.65 -	$ 76.53
	$ 204.03	N/A	7/1/2027	6/30/2028	3.00%	$ 72.01	$ 61.44 -	$ 78.83
	$ 210.15	N/A	7/1/2028	6/30/2029	3.00%	$ 74.17	$ 63.28 -	$ 81.20
	$ 216.46	N/A	7/1/2029	6/30/2030	3.00%	$ 76.39	$ 65.18 -	$ 83.63
Project Accountant	$ 123.00	N/A	7/1/2022	6/30/2023		$ 43.41	$ 35.00 -	$ 49.00
	$ 126.69	N/A	7/1/2023	6/30/2024	3.00%	$ 44.71	$ 36.05 -	$ 50.47
	$ 130.49	N/A	7/1/2024	6/30/2025	3.00%	$ 46.05	$ 37.13 -	$ 51.98
	$ 134.41	N/A	7/1/2025	6/30/2026	3.00%	$ 47.43	$ 38.25 -	$ 53.54
	$ 138.44	N/A	7/1/2026	6/30/2027	3.00%	$ 48.86	$ 39.39 -	$ 55.15
	$ 142.59	N/A	7/1/2027	6/30/2028	3.00%	$ 50.32	$ 40.57 -	$ 56.80
	$ 146.87	N/A	7/1/2028	6/30/2029	3.00%	$ 51.83	$ 41.79 -	$ 58.51
	$ 151.27	N/A	7/1/2029	6/30/2030	3.00%	$ 53.39	$ 43.05 -	$ 60.26
Sr. Project Coordinator	$ 138.00	N/A	7/1/2022	6/30/2023		$ 48.70	$ 42.00 -	$ 55.00
	$ 142.14	N/A	7/1/2023	6/30/2024	3.00%	$ 50.16	$ 43.26 -	$ 56.65
	$ 146.40	N/A	7/1/2024	6/30/2025	3.00%	$ 51.67	$ 44.56 -	$ 58.35
	$ 150.80	N/A	7/1/2025	6/30/2026	3.00%	$ 53.22	$ 45.89 -	$ 60.10
	$ 155.32	N/A	7/1/2026	6/30/2027	3.00%	$ 54.82	$ 47.27 -	$ 61.90
	$ 159.98	N/A	7/1/2027	6/30/2028	3.00%	$ 56.46	$ 48.69 -	$ 63.76
	$ 164.78	N/A	7/1/2028	6/30/2029	3.00%	$ 58.15	$ 50.15 -	$ 65.67
	$ 169.72	N/A	7/1/2029	6/30/2030	3.00%	$ 59.90	$ 51.65 -	$ 67.64
Project Coordinator	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 32.00 -	$ 44.00
	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 32.96 -	$ 45.32
	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 33.95 -	$ 46.68
	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 34.97 -	$ 48.08
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 36.02 -	$ 49.52
	$ 127.52	N/A	7/1/2027	6/30/2028	3.00%	$ 45.00	$ 37.10 -	$ 51.01
	$ 131.35	N/A	7/1/2028	6/30/2029	3.00%	$ 46.36	$ 38.21 -	$ 52.54
	$ 135.29	N/A	7/1/2029	6/30/2030	3.00%	$ 47.75	$ 39.36 -	$ 54.11
Sr. Project Assistant	$ 109.00	N/A	7/1/2022	6/30/2023		$ 38.47	$ 33.00 -	$ 44.00
	$ 112.27	N/A	7/1/2023	6/30/2024	3.00%	$ 39.62	$ 33.99 -	$ 45.32
	$ 115.64	N/A	7/1/2024	6/30/2025	3.00%	$ 40.81	$ 35.01 -	$ 46.68
	$ 119.11	N/A	7/1/2025	6/30/2026	3.00%	$ 42.04	$ 36.06 -	$ 48.08
	$ 122.68	N/A	7/1/2026	6/30/2027	3.00%	$ 43.30	$ 37.14 -	$ 49.52
	$ 126.36	N/A	7/1/2027	6/30/2028	3.00%	$ 44.60	$ 38.26 -	$ 51.01
	$ 130.15	N/A	7/1/2028	6/30/2029	3.00%	$ 45.93	$ 39.40 -	$ 52.54
	$ 134.06	N/A	7/1/2029	6/30/2030	3.00%	$ 47.31	$ 40.59 -	$ 54.11

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Project Assistant	$ 84.00	N/A	7/1/2022	6/30/2023		$ 29.65	$ 24.00 -	$ 35.00
	$ 86.52	N/A	7/1/2023	6/30/2024	3.00%	$ 30.53	$ 24.72 -	$ 36.05
	$ 89.12	N/A	7/1/2024	6/30/2025	3.00%	$ 31.45	$ 25.46 -	$ 37.13
	$ 91.79	N/A	7/1/2025	6/30/2026	3.00%	$ 32.39	$ 26.23 -	$ 38.25
	$ 94.54	N/A	7/1/2026	6/30/2027	3.00%	$ 33.37	$ 27.01 -	$ 39.39
	$ 97.38	N/A	7/1/2027	6/30/2028	3.00%	$ 34.37	$ 27.82 -	$ 40.57
	$ 100.30	N/A	7/1/2028	6/30/2029	3.00%	$ 35.40	$ 28.66 -	$ 41.79
	$ 103.31	N/A	7/1/2029	6/30/2030	3.00%	$ 36.46	$ 29.52 -	$ 43.05
Sr. Technical Writer	$ 128.00	N/A	7/1/2022	6/30/2023		$ 45.17	$ 34.00 -	$ 53.00
	$ 131.84	N/A	7/1/2023	6/30/2024	3.00%	$ 46.53	$ 35.02 -	$ 54.59
	$ 135.80	N/A	7/1/2024	6/30/2025	3.00%	$ 47.93	$ 36.07 -	$ 56.23
	$ 139.87	N/A	7/1/2025	6/30/2026	3.00%	$ 49.36	$ 37.15 -	$ 57.91
	$ 144.07	N/A	7/1/2026	6/30/2027	3.00%	$ 50.84	$ 38.27 -	$ 59.65
	$ 148.39	N/A	7/1/2027	6/30/2028	3.00%	$ 52.37	$ 39.42 -	$ 61.44
	$ 152.84	N/A	7/1/2028	6/30/2029	3.00%	$ 53.94	$ 40.60 -	$ 63.28
	$ 157.42	N/A	7/1/2029	6/30/2030	3.00%	$ 55.56	$ 41.82 -	$ 65.18
Technical Writer	$ 84.00	N/A	7/1/2022	6/30/2023		$ 29.65	$ 20.00 -	$ 37.00
	$ 86.52	N/A	7/1/2023	6/30/2024	3.00%	$ 30.53	$ 20.60 -	$ 38.11
	$ 89.12	N/A	7/1/2024	6/30/2025	3.00%	$ 31.45	$ 21.22 -	$ 39.25
	$ 91.79	N/A	7/1/2025	6/30/2026	3.00%	$ 32.39	$ 21.85 -	$ 40.43
	$ 94.54	N/A	7/1/2026	6/30/2027	3.00%	$ 33.37	$ 22.51 -	$ 41.64
	$ 97.38	N/A	7/1/2027	6/30/2028	3.00%	$ 34.37	$ 23.19 -	$ 42.89
	$ 100.30	N/A	7/1/2028	6/30/2029	3.00%	$ 35.40	$ 23.88 -	$ 44.18
	$ 103.31	N/A	7/1/2029	6/30/2030	3.00%	$ 36.46	$ 24.60 -	$ 45.51
Sr. Graphic Manager	$ 164.00	N/A	7/1/2022	6/30/2023		$ 57.88	$ 48.00 -	$ 64.00
	$ 168.92	N/A	7/1/2023	6/30/2024	3.00%	$ 59.62	$ 49.44 -	$ 65.92
	$ 173.99	N/A	7/1/2024	6/30/2025	3.00%	$ 61.40	$ 50.92 -	$ 67.90
	$ 179.21	N/A	7/1/2025	6/30/2026	3.00%	$ 63.25	$ 52.45 -	$ 69.93
	$ 184.58	N/A	7/1/2026	6/30/2027	3.00%	$ 65.14	$ 54.02 -	$ 72.03
	$ 190.12	N/A	7/1/2027	6/30/2028	3.00%	$ 67.10	$ 55.65 -	$ 74.19
	$ 195.82	N/A	7/1/2028	6/30/2029	3.00%	$ 69.11	$ 57.31 -	$ 76.42
	$ 201.70	N/A	7/1/2029	6/30/2030	3.00%	$ 71.18	$ 59.03 -	$ 78.71
Sr. Graphic Designer	$ 141.00	N/A	7/1/2022	6/30/2023		$ 49.76	$ 38.00 -	$ 58.00
	$ 145.23	N/A	7/1/2023	6/30/2024	3.00%	$ 51.26	$ 39.14 -	$ 59.74
	$ 149.59	N/A	7/1/2024	6/30/2025	3.00%	$ 52.79	$ 40.31 -	$ 61.53
	$ 154.07	N/A	7/1/2025	6/30/2026	3.00%	$ 54.38	$ 41.52 -	$ 63.38
	$ 158.70	N/A	7/1/2026	6/30/2027	3.00%	$ 56.01	$ 42.77 -	$ 65.28
	$ 163.46	N/A	7/1/2027	6/30/2028	3.00%	$ 57.69	$ 44.05 -	$ 67.24
	$ 168.36	N/A	7/1/2028	6/30/2029	3.00%	$ 59.42	$ 45.37 -	$ 69.26
	$ 173.41	N/A	7/1/2029	6/30/2030	3.00%	$ 61.20	$ 46.74 -	$ 71.33
Graphic Designer	$ 120.00	N/A	7/1/2022	6/30/2023		$ 42.35	$ 34.00 -	$ 48.00
	$ 123.60	N/A	7/1/2023	6/30/2024	3.00%	$ 43.62	$ 35.02 -	$ 49.44
	$ 127.31	N/A	7/1/2024	6/30/2025	3.00%	$ 44.93	$ 36.07 -	$ 50.92
	$ 131.13	N/A	7/1/2025	6/30/2026	3.00%	$ 46.28	$ 37.15 -	$ 52.45
	$ 135.06	N/A	7/1/2027	6/30/2028	3.00%	$ 47.67	$ 38.27 -	$ 54.02
	$ 139.11	N/A	7/1/2028	6/30/2029	3.00%	$ 49.10	$ 39.42 -	$ 55.65
	$ 143.29	N/A	7/1/2029	6/30/2030	3.00%	$ 50.57	$ 40.60 -	$ 57.31

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the average hourly rate for that classification.

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Consultant: Mark Thomas & Company, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Project: Mariposa On-Call (A&E) Contract No. _____ Date: 4/3/2025

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs		Miles	IRS Rate	$ -
Reproductions (half sheet)		Sheet	Cost	$ -
Reproductions (whole sheet)		Sheet	Cost	$ -
Postage/Delivery/Overnight		Each	Cost	$ -
Per Diem		Each	Cost	$ -
Lodging		Each	Cost	$ -
Traffic Control		Cost	Cost	$ -
Potholing		Cost	Cost	$ -
Misc. Surveys (Maps, PTR's etc.)		LS	Cost	$ -
Record of Survey Fee		LS	Cost	$ -
MTLS Mobile Scanner		Day	Cost	$ -
Survey Equipment		HR	Cost	$ -
Subconsultant 1: Crawford & Associates				$ -
Subconsultant 2: FirstCarbon Solutions				$ -
Subconsultant 3: NorthStar Engineering Group				$ -

NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice)
5. Items listed above that would be considered "tools of the trade" are not reimburseable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

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Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

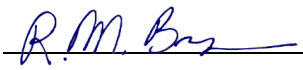
1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Matt Brogan

Title *: Vice President

Signature: 

Date of Certification: 4/3/2025

Email: mbrogan@markthomas.com

Phone number: (916) 381-9100

Address: 701 University Avenue, Suite 200, Sacramento, CA 95825

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

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MARKTHO-01 SUMMANR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/18/2025

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 # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Jessica McDonald PHONE (A/C, No, Ext): (925) 918-4535 FAX (A/C, No): E-MAIL ADDRESS: Jessica.McDonald@ioausa.com
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose, CA 95134	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : The Continental Insurance Company — 35289 INSURER C : Valley Forge Insurance Company — 20508 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:	X	X	7040185059	9/15/2024	9/15/2025	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	7040183912	9/15/2024	9/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	UMBRELLA LIAB OCCUR X EXCESS LIAB X CLAIMS-MADE DED RETENTION $			7040283234	9/15/2024	9/15/2025	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
C	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	740274825	9/15/2024	9/15/2025	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)
22-00231
22-00231
Re: Mariposa Co- On Call A&E
County of Mariposa its officers, officials, employees, and volunteers, named as additional insureds
The Workers Compensation / Employers Liability Deductible is none.

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
Reno Caldwell

ACORD 25 (2016/03)

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MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-98

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement with Mark Thomas for On-Call Civil Engineering Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Agreement with Mark Thomas for On-Call Civil Engineering Services; Approve Task Order No. 1 for the ATP MES Connectivity Project in the Amount Not to Exceed $423,658; Approve Budget Action Transferring Funds from Roads to 5501 Capital Improvements; 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 four responses for Civil Engineering Services from Consur, Dewberry, MGE and Mark Thomas. Each proposal was evaluated on a comparative qualification basis based upon the RFQ's submittal requirements. Staff recommends award be made to Mark Thomas. This firm will be used for Capital Improvement and work performed by the Roads Division. Future task orders may include the Harris and Indian Peak bridge designs.

Task Order No. 1 is the final design of the ATP MES Connectivity Project. Sidewalks will be constructed on Bullion Street, 6th Street, 7th Street and Jones Street.

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. Task Order No. 1 is budgeted in Fund 5501.

DS MR

REF ID# 13818

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ATTACHMENTS:
Mark Thomas Master Contract (PDF)
Mark Thomas Task Order No. 1 (PDF)
Budget Action - FY22-23 Fund 3300 Xfr to 5501 (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 Mark Thomas ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or 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:
Mark Thomas
7571 North Remington Avenue, Suite 102
Fresno, CA 93711

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
B43EC70C19BE448...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Ed Noriega
D3204E678B6B4DF...

Ed Noriega, Division Manager
Mark Thomas

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
F6A416E06B304B5...

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 Civil Engineering design and construction support. Work to include:

- Bridge/Structures Design
- Roadway Improvements
- Right of Way Engineering and Survey
- Bicycle/Pedestrian/Trail Improvements
- Traffic and Electrical Engineering
- Landscape Architecture
- Hydrology & Hydraulics
- Surveying
- Environmental Engineering
- Appraisals & Acquisitions

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EXHIBIT B
COST PROPOSAL

Cost Proposal 2
Specific Rate of Compensation (On-Call or As-Needed Contracts)

any, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Contract No. _____ Participation Amount $ _____ Date: 11/3/2022

Fringe Benefit 92.57% + General & Administrative 58.18%	=	Combined	150.75%
Fringe Benefit ___% + General & Administrative ___%	=	Home Office	___%
Fringe Benefit ___% + General & Administrative ___%	=	Field Office	___%
Fee	=	13%	

CALCULATION INFORMATION

Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
Straight	Overtime	From	To			
$ 405.00	N/A	7/1/2022	6/30/2023		$ 142.93	$ 140.00 - $ 190.00
$ 417.15	N/A	7/1/2023	6/30/2024	3.00%	$ 147.22	$ 144.20 - $ 195.70
$ 429.66	N/A	7/1/2024	6/30/2025	3.00%	$ 151.64	$ 148.53 - $ 201.57
$ 442.55	N/A	7/1/2025	6/30/2026	3.00%	$ 156.19	$ 152.98 - $ 207.62
$ 455.83	N/A	7/1/2026	6/30/2027	3.00%	$ 160.87	$ 157.57 - $ 213.85
$ 361.00	N/A	7/1/2022	6/30/2023		$ 127.41	$ 105.00 - $ 140.00
$ 371.83	N/A	7/1/2023	6/30/2024	3.00%	$ 131.23	$ 108.15 - $ 144.20
$ 382.98	N/A	7/1/2024	6/30/2025	3.00%	$ 135.16	$ 111.39 - $ 148.53
$ 394.47	N/A	7/1/2025	6/30/2026	3.00%	$ 139.22	$ 114.74 - $ 152.98
$ 406.31	N/A	7/1/2026	6/30/2027	3.00%	$ 143.40	$ 118.18 - $ 157.57

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	$ 305.00	N/A	7/1/2022	6/30/2023		$ 107.64	$ 96.00 -	$ 112.00
	$ 314.15	N/A	7/1/2023	6/30/2024	3.00%	$ 110.87	$ 98.88 -	$ 115.36
	$ 323.57	N/A	7/1/2024	6/30/2025	3.00%	$ 114.20	$ 101.85 -	$ 118.82
	$ 333.28	N/A	7/1/2025	6/30/2026	3.00%	$ 117.62	$ 104.90 -	$ 122.39
	$ 343.28	N/A	7/1/2026	6/30/2027	3.00%	$ 121.15	$ 108.05 -	$ 126.06
	$ 305.00	N/A	7/1/2022	6/30/2023		$ 107.64	$ 96.00 -	$ 112.00
	$ 314.15	N/A	7/1/2023	6/30/2024	3.00%	$ 110.87	$ 98.88 -	$ 115.36
	$ 323.57	N/A	7/1/2024	6/30/2025	3.00%	$ 114.20	$ 101.85 -	$ 118.82
	$ 333.28	N/A	7/1/2025	6/30/2026	3.00%	$ 117.62	$ 104.90 -	$ 122.39
	$ 343.28	N/A	7/1/2026	6/30/2027	3.00%	$ 121.15	$ 108.05 -	$ 126.06
	$ 252.00	N/A	7/1/2022	6/30/2023		$ 88.94	$ 74.00 -	$ 98.00
	$ 259.56	N/A	7/1/2023	6/30/2024	3.00%	$ 91.60	$ 76.22 -	$ 100.94
	$ 267.35	N/A	7/1/2024	6/30/2025	3.00%	$ 94.35	$ 78.51 -	$ 103.97
	$ 275.37	N/A	7/1/2025	6/30/2026	3.00%	$ 97.18	$ 80.86 -	$ 107.09
	$ 283.63	N/A	7/1/2026	6/30/2027	3.00%	$ 100.10	$ 83.29 -	$ 110.30
	$ 252.00	N/A	7/1/2022	6/30/2023		$ 88.94	$ 74.00 -	$ 98.00
	$ 259.56	N/A	7/1/2023	6/30/2024	3.00%	$ 91.60	$ 76.22 -	$ 100.94
	$ 267.35	N/A	7/1/2024	6/30/2025	3.00%	$ 94.35	$ 78.51 -	$ 103.97
	$ 275.37	N/A	7/1/2025	6/30/2026	3.00%	$ 97.18	$ 80.86 -	$ 107.09
	$ 283.63	N/A	7/1/2026	6/30/2027	3.00%	$ 100.10	$ 83.29 -	$ 110.30
	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 62.00 -	$ 77.00
	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 63.86 -	$ 79.31
	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 65.78 -	$ 81.69
	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 67.75 -	$ 84.14
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 69.78 -	$ 86.66
	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 62.00 -	$ 77.00
	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 63.86 -	$ 79.31
	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 65.78 -	$ 81.69
	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 67.75 -	$ 84.14
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 69.78 -	$ 86.66
	$ 177.00	N/A	7/1/2022	6/30/2023		$ 62.47	$ 54.00 -	$ 67.00
	$ 182.31	N/A	7/1/2023	6/30/2024	3.00%	$ 64.34	$ 55.62 -	$ 69.01
	$ 187.78	N/A	7/1/2024	6/30/2025	3.00%	$ 66.27	$ 57.29 -	$ 71.08
	$ 193.41	N/A	7/1/2025	6/30/2026	3.00%	$ 68.26	$ 59.01 -	$ 73.21
	$ 199.22	N/A	7/1/2026	6/30/2027	3.00%	$ 70.31	$ 60.78 -	$ 75.41

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	$ 177.00	N/A	7/1/2022	6/30/2023		$ 62.47	$ 54.00 - $ 67.00
	$ 182.31	N/A	7/1/2023	6/30/2024	3.00%	$ 64.34	$ 55.62 - $ 69.01
	$ 187.78	N/A	7/1/2024	6/30/2025	3.00%	$ 66.27	$ 57.29 - $ 71.08
	$ 193.41	N/A	7/1/2025	6/30/2026	3.00%	$ 68.26	$ 59.01 - $ 73.21
	$ 199.22	N/A	7/1/2026	6/30/2027	3.00%	$ 70.31	$ 60.78 - $ 75.41
	$ 157.00	N/A	7/1/2022	6/30/2023		$ 55.41	$ 50.00 - $ 60.00
	$ 161.71	N/A	7/1/2023	6/30/2024	3.00%	$ 57.07	$ 51.50 - $ 61.80
	$ 166.56	N/A	7/1/2024	6/30/2025	3.00%	$ 58.78	$ 53.05 - $ 63.65
	$ 171.56	N/A	7/1/2025	6/30/2026	3.00%	$ 60.55	$ 54.64 - $ 65.56
	$ 176.70	N/A	7/1/2026	6/30/2027	3.00%	$ 62.36	$ 56.28 - $ 67.53
	$ 135.00	N/A	7/1/2022	6/30/2023		$ 47.64	$ 37.00 - $ 55.00
	$ 139.05	N/A	7/1/2023	6/30/2024	3.00%	$ 49.07	$ 38.11 - $ 56.65
	$ 143.22	N/A	7/1/2024	6/30/2025	3.00%	$ 50.55	$ 39.25 - $ 58.35
	$ 147.52	N/A	7/1/2025	6/30/2026	3.00%	$ 52.06	$ 40.43 - $ 60.10
	$ 151.94	N/A	7/1/2026	6/30/2027	3.00%	$ 53.62	$ 41.64 - $ 61.90
	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 30.00 - $ 45.00
	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 30.90 - $ 46.35
	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 31.83 - $ 47.74
	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 32.78 - $ 49.17
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 33.77 - $ 50.65
	$ 135.00	N/A	7/1/2022	6/30/2023		$ 47.64	$ 41.00 - $ 55.00
	$ 139.05	N/A	7/1/2023	6/30/2024	3.00%	$ 49.07	$ 42.23 - $ 56.65
	$ 143.22	N/A	7/1/2024	6/30/2025	3.00%	$ 50.55	$ 43.50 - $ 58.35
	$ 147.52	N/A	7/1/2025	6/30/2026	3.00%	$ 52.06	$ 44.80 - $ 60.10
	$ 151.94	N/A	7/1/2026	6/30/2027	3.00%	$ 53.62	$ 46.15 - $ 61.90
	$ 113.00	N/A	7/1/2022	6/30/2023		$ 39.88	$ 36.00 - $ 45.00
	$ 116.39	N/A	7/1/2023	6/30/2024	3.00%	$ 41.08	$ 37.08 - $ 46.35
	$ 119.88	N/A	7/1/2024	6/30/2025	3.00%	$ 42.31	$ 38.19 - $ 47.74
	$ 123.48	N/A	7/1/2025	6/30/2026	3.00%	$ 43.58	$ 39.34 - $ 49.17
	$ 127.18	N/A	7/1/2026	6/30/2027	3.00%	$ 44.89	$ 40.52 - $ 50.65
	$ 89.00	N/A	7/1/2022	6/30/2023		$ 31.41	$ 28.00 - $ 35.00
	$ 91.67	N/A	7/1/2023	6/30/2024	3.00%	$ 32.35	$ 28.84 - $ 36.05
	$ 94.42	N/A	7/1/2024	6/30/2025	3.00%	$ 33.32	$ 29.71 - $ 37.13
	$ 97.25	N/A	7/1/2025	6/30/2026	3.00%	$ 34.32	$ 30.60 - $ 38.25
	$ 100.17	N/A	7/1/2026	6/30/2027	3.00%	$ 35.35	$ 31.51 - $ 39.39

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	$ 138.00	N/A	7/1/2022	6/30/2023		$ 48.70	$ 39.00 -	$ 55.00
	$ 142.14	N/A	7/1/2023	6/30/2024	3.00%	$ 50.16	$ 40.17 -	$ 56.65
	$ 146.40	N/A	7/1/2024	6/30/2025	3.00%	$ 51.67	$ 41.38 -	$ 58.35
	$ 150.80	N/A	7/1/2025	6/30/2026	3.00%	$ 53.22	$ 42.62 -	$ 60.10
	$ 155.32	N/A	7/1/2026	6/30/2027	3.00%	$ 54.82	$ 43.89 -	$ 61.90
	$ 92.00	N/A	7/1/2022	6/30/2023		$ 32.47	$ 23.00 -	$ 40.00
	$ 94.76	N/A	7/1/2023	6/30/2024	3.00%	$ 33.44	$ 23.69 -	$ 41.20
	$ 97.60	N/A	7/1/2024	6/30/2025	3.00%	$ 34.45	$ 24.40 -	$ 42.44
	$ 100.53	N/A	7/1/2025	6/30/2026	3.00%	$ 35.48	$ 25.13 -	$ 43.71
	$ 103.55	N/A	7/1/2026	6/30/2027	3.00%	$ 36.54	$ 25.89 -	$ 45.02
	$ 63.00	N/A	7/1/2022	6/30/2023		$ 22.23	$ 16.00 -	$ 27.00
	$ 64.89	N/A	7/1/2023	6/30/2024	3.00%	$ 22.90	$ 16.48 -	$ 27.81
	$ 66.84	N/A	7/1/2024	6/30/2025	3.00%	$ 23.59	$ 16.97 -	$ 28.64
	$ 68.84	N/A	7/1/2025	6/30/2026	3.00%	$ 24.30	$ 17.48 -	$ 29.50
	$ 70.91	N/A	7/1/2026	6/30/2027	3.00%	$ 25.02	$ 18.01 -	$ 30.39
	$ 314.00	N/A	7/1/2022	6/30/2023		$ 110.82	$ 96.00 -	$ 118.00
	$ 323.42	N/A	7/1/2023	6/30/2024	3.00%	$ 114.14	$ 98.88 -	$ 121.54
	$ 333.12	N/A	7/1/2024	6/30/2025	3.00%	$ 117.57	$ 101.85 -	$ 125.19
	$ 343.12	N/A	7/1/2025	6/30/2026	3.00%	$ 121.09	$ 104.90 -	$ 128.94
	$ 353.41	N/A	7/1/2026	6/30/2027	3.00%	$ 124.73	$ 108.05 -	$ 132.81
	$ 238.00	N/A	7/1/2022	6/30/2023		$ 84.00	$ 74.00 -	$ 90.00
	$ 245.14	N/A	7/1/2023	6/30/2024	3.00%	$ 86.52	$ 76.22 -	$ 92.70
	$ 252.49	N/A	7/1/2024	6/30/2025	3.00%	$ 89.11	$ 78.51 -	$ 95.48
	$ 260.07	N/A	7/1/2025	6/30/2026	3.00%	$ 91.78	$ 80.86 -	$ 98.35
	$ 267.87	N/A	7/1/2026	6/30/2027	3.00%	$ 94.54	$ 83.29 -	$ 101.30
	$ 211.00	N/A	7/1/2022	6/30/2023		$ 74.47	$ 64.00 -	$ 81.00
	$ 217.33	N/A	7/1/2023	6/30/2024	3.00%	$ 76.70	$ 65.92 -	$ 83.43
	$ 223.85	N/A	7/1/2024	6/30/2025	3.00%	$ 79.00	$ 67.90 -	$ 85.93
	$ 230.57	N/A	7/1/2025	6/30/2026	3.00%	$ 81.37	$ 69.93 -	$ 88.51
	$ 237.48	N/A	7/1/2026	6/30/2027	3.00%	$ 83.81	$ 72.03 -	$ 91.17
	$ 186.00	N/A	7/1/2022	6/30/2023		$ 65.64	$ 57.00 -	$ 72.00
	$ 191.58	N/A	7/1/2023	6/30/2024	3.00%	$ 67.61	$ 58.71 -	$ 74.16
	$ 197.33	N/A	7/1/2024	6/30/2025	3.00%	$ 69.64	$ 60.47 -	$ 76.38
	$ 203.25	N/A	7/1/2025	6/30/2026	3.00%	$ 71.73	$ 62.29 -	$ 78.68
	$ 209.34	N/A	7/1/2026	6/30/2027	3.00%	$ 73.88	$ 64.15 -	$ 81.04

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	$ 172.00	N/A	7/1/2022	6/30/2023		$ 60.70	$ 49.00 -	$ 68.00
	$ 177.16	N/A	7/1/2023	6/30/2024	3.00%	$ 62.52	$ 50.47 -	$ 70.04
	$ 182.47	N/A	7/1/2024	6/30/2025	3.00%	$ 64.40	$ 51.98 -	$ 72.14
	$ 187.95	N/A	7/1/2025	6/30/2026	3.00%	$ 66.33	$ 53.54 -	$ 74.31
	$ 193.59	N/A	7/1/2026	6/30/2027	3.00%	$ 68.32	$ 55.15 -	$ 76.53
	$ 147.00	N/A	7/1/2022	6/30/2023		$ 51.88	$ 42.00 -	$ 58.00
	$ 151.41	N/A	7/1/2023	6/30/2024	3.00%	$ 53.44	$ 43.26 -	$ 59.74
	$ 155.95	N/A	7/1/2024	6/30/2025	3.00%	$ 55.04	$ 44.56 -	$ 61.53
	$ 160.63	N/A	7/1/2025	6/30/2026	3.00%	$ 56.69	$ 45.89 -	$ 63.38
	$ 165.45	N/A	7/1/2026	6/30/2027	3.00%	$ 58.39	$ 47.27 -	$ 65.28
	$ 125.00	N/A	7/1/2022	6/30/2023		$ 44.12	$ 37.00 -	$ 50.00
	$ 128.75	N/A	7/1/2023	6/30/2024	3.00%	$ 45.44	$ 38.11 -	$ 51.50
	$ 132.61	N/A	7/1/2024	6/30/2025	3.00%	$ 46.80	$ 39.25 -	$ 53.05
	$ 136.59	N/A	7/1/2025	6/30/2026	3.00%	$ 48.21	$ 40.43 -	$ 54.64
	$ 140.69	N/A	7/1/2026	6/30/2027	3.00%	$ 49.65	$ 41.64 -	$ 56.28
	$ 153.00	N/A	7/1/2022	6/30/2023		$ 54.00	$ 42.00 -	$ 62.00
	$ 157.59	N/A	7/1/2023	6/30/2024	3.00%	$ 55.62	$ 43.26 -	$ 63.86
	$ 162.32	N/A	7/1/2024	6/30/2025	3.00%	$ 57.29	$ 44.56 -	$ 65.78
	$ 167.19	N/A	7/1/2025	6/30/2026	3.00%	$ 59.00	$ 45.89 -	$ 67.75
	$ 172.20	N/A	7/1/2026	6/30/2027	3.00%	$ 60.77	$ 47.27 -	$ 69.78
	$ 126.00	N/A	7/1/2022	6/30/2023		$ 44.47	$ 31.00 -	$ 55.00
	$ 129.78	N/A	7/1/2023	6/30/2024	3.00%	$ 45.80	$ 31.93 -	$ 56.65
	$ 133.67	N/A	7/1/2024	6/30/2025	3.00%	$ 47.18	$ 32.89 -	$ 58.35
	$ 137.68	N/A	7/1/2025	6/30/2026	3.00%	$ 48.59	$ 33.87 -	$ 60.10
	$ 141.81	N/A	7/1/2026	6/30/2027	3.00%	$ 50.05	$ 34.89 -	$ 61.90
	$ 94.00	N/A	7/1/2022	6/30/2023		$ 33.17	$ 27.00 -	$ 39.00
	$ 96.82	N/A	7/1/2023	6/30/2024	3.00%	$ 34.17	$ 27.81 -	$ 40.17
	$ 99.72	N/A	7/1/2024	6/30/2025	3.00%	$ 35.20	$ 28.64 -	$ 41.38
	$ 102.72	N/A	7/1/2025	6/30/2026	3.00%	$ 36.25	$ 29.50 -	$ 42.62
	$ 105.80	N/A	7/1/2026	6/30/2027	3.00%	$ 37.34	$ 30.39 -	$ 43.89
	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 21.00 -	$ 33.00
	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 21.63 -	$ 33.99
	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 22.28 -	$ 35.01
	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 22.95 -	$ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 23.64 -	$ 37.14

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	$ 169.00	$ 253.50	7/1/2022	6/30/2023		$ 59.64	$ 52.00 - $ 66.00
:ontract	$ 174.07	$ 261.11	7/1/2023	6/30/2024	3.00%	$ 61.43	$ 53.56 - $ 67.98
oses,	$ 179.29	$ 268.94	7/1/2024	6/30/2025	3.00%	$ 63.28	$ 55.17 - $ 70.02
:ate)	$ 184.67	$ 277.01	7/1/2025	6/30/2026	3.00%	$ 65.17	$ 56.82 - $ 72.12
	$ 190.21	$ 285.32	7/1/2026	6/30/2027	3.00%	$ 67.13	$ 58.53 - $ 74.28
	$ 154.00	$ 231.00	7/1/2022	6/30/2023		$ 54.35	$ 49.00 - $ 60.00
:ontract	$ 158.62	$ 237.93	7/1/2023	6/30/2024	3.00%	$ 55.98	$ 50.47 - $ 61.80
oses,	$ 163.38	$ 245.07	7/1/2024	6/30/2025	3.00%	$ 57.66	$ 51.98 - $ 63.65
:ate)	$ 168.28	$ 252.42	7/1/2025	6/30/2026	3.00%	$ 59.39	$ 53.54 - $ 65.56
	$ 173.33	$ 259.99	7/1/2026	6/30/2027	3.00%	$ 61.17	$ 55.15 - $ 67.53
	$ 148.00	$ 222.00	7/1/2022	6/30/2023		$ 52.23	$ 46.00 - $ 58.00
:ontract	$ 152.44	$ 228.66	7/1/2023	6/30/2024	3.00%	$ 53.80	$ 47.38 - $ 59.74
oses,	$ 157.01	$ 235.52	7/1/2024	6/30/2025	3.00%	$ 55.41	$ 48.80 - $ 61.53
:ate)	$ 161.72	$ 242.59	7/1/2025	6/30/2026	3.00%	$ 57.08	$ 50.27 - $ 63.38
	$ 166.58	$ 249.86	7/1/2026	6/30/2027	3.00%	$ 58.79	$ 51.77 - $ 65.28
	$ 104.00	$ 156.00	7/1/2022	6/30/2023		$ 36.70	$ 27.00 - $ 43.00
:ontract	$ 107.12	$ 160.68	7/1/2023	6/30/2024	3.00%	$ 37.81	$ 27.81 - $ 44.29
oses,	$ 110.33	$ 165.50	7/1/2024	6/30/2025	3.00%	$ 38.94	$ 28.64 - $ 45.62
:ate)	$ 113.64	$ 170.47	7/1/2025	6/30/2026	3.00%	$ 40.11	$ 29.50 - $ 46.99
	$ 117.05	$ 175.58	7/1/2026	6/30/2027	3.00%	$ 41.31	$ 30.39 - $ 48.40
	$ 169.00	$ 253.50	7/1/2022	6/30/2023		$ 59.64	$ 52.00 - $ 66.00
:ontract	$ 174.07	$ 261.11	7/1/2023	6/30/2024	3.00%	$ 61.43	$ 53.56 - $ 67.98
oses,	$ 179.29	$ 268.94	7/1/2024	6/30/2025	3.00%	$ 63.28	$ 55.17 - $ 70.02
:ate)	$ 184.67	$ 277.01	7/1/2025	6/30/2026	3.00%	$ 65.17	$ 56.82 - $ 72.12
	$ 190.21	$ 285.32	7/1/2026	6/30/2027	3.00%	$ 67.13	$ 58.53 - $ 74.28
	$ 318.00	$ 477.00	7/1/2022	6/30/2023		$ 112.23	$ 98.00 - $ 126.00
:ontract	$ 327.54	$ 491.31	7/1/2023	6/30/2024	3.00%	$ 115.60	$ 100.94 - $ 129.78
oses,	$ 337.37	$ 506.05	7/1/2024	6/30/2025	3.00%	$ 119.06	$ 103.97 - $ 133.67
:ate)	$ 347.49	$ 521.23	7/1/2025	6/30/2026	3.00%	$ 122.64	$ 107.09 - $ 137.68
	$ 357.91	$ 536.87	7/1/2026	6/30/2027	3.00%	$ 126.32	$ 110.30 - $ 141.81
	$ 422.00	$ 633.00	7/1/2022	6/30/2023		$ 148.93	$ 125.00 - $ 181.00
:ontract	$ 434.66	$ 651.99	7/1/2023	6/30/2024	3.00%	$ 153.40	$ 128.75 - $ 186.43
oses,	$ 447.70	$ 671.55	7/1/2024	6/30/2025	3.00%	$ 158.00	$ 132.61 - $ 192.02
:ate)	$ 461.13	$ 691.70	7/1/2025	6/30/2026	3.00%	$ 162.74	$ 136.59 - $ 197.78
	$ 474.96	$ 712.45	7/1/2026	6/30/2027	3.00%	$ 167.63	$ 140.69 - $ 203.72

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	$ 266.00	N/A	7/1/2022	6/30/2023		$ 93.88	$ 87.00 -	$ 100.00
	$ 273.98	N/A	7/1/2023	6/30/2024	3.00%	$ 96.69	$ 89.61 -	$ 103.00
	$ 282.20	N/A	7/1/2024	6/30/2025	3.00%	$ 99.59	$ 92.30 -	$ 106.09
	$ 290.67	N/A	7/1/2025	6/30/2026	3.00%	$ 102.58	$ 95.07 -	$ 109.27
	$ 299.39	N/A	7/1/2026	6/30/2027	3.00%	$ 105.66	$ 97.92 -	$ 112.55
	$ 246.00	N/A	7/1/2022	6/30/2023		$ 86.82	$ 83.00 -	$ 94.00
	$ 253.38	N/A	7/1/2023	6/30/2024	3.00%	$ 89.42	$ 85.49 -	$ 96.82
	$ 260.98	N/A	7/1/2024	6/30/2025	3.00%	$ 92.11	$ 88.05 -	$ 99.72
	$ 268.81	N/A	7/1/2025	6/30/2026	3.00%	$ 94.87	$ 90.70 -	$ 102.72
	$ 276.88	N/A	7/1/2026	6/30/2027	3.00%	$ 97.72	$ 93.42 -	$ 105.80
	$ 232.00	N/A	7/1/2022	6/30/2023		$ 81.88	$ 75.00 -	$ 89.00
	$ 238.96	N/A	7/1/2023	6/30/2024	3.00%	$ 84.33	$ 77.25 -	$ 91.67
	$ 246.13	N/A	7/1/2024	6/30/2025	3.00%	$ 86.86	$ 79.57 -	$ 94.42
	$ 253.51	N/A	7/1/2025	6/30/2026	3.00%	$ 89.47	$ 81.95 -	$ 97.25
	$ 261.12	N/A	7/1/2026	6/30/2027	3.00%	$ 92.15	$ 84.41 -	$ 100.17
	$ 201.00	N/A	7/1/2022	6/30/2023		$ 70.94	$ 63.00 -	$ 77.00
	$ 207.03	N/A	7/1/2023	6/30/2024	3.00%	$ 73.07	$ 64.89 -	$ 79.31
	$ 213.24	N/A	7/1/2024	6/30/2025	3.00%	$ 75.26	$ 66.84 -	$ 81.69
	$ 219.64	N/A	7/1/2025	6/30/2026	3.00%	$ 77.52	$ 68.84 -	$ 84.14
	$ 226.23	N/A	7/1/2026	6/30/2027	3.00%	$ 79.84	$ 70.91 -	$ 86.66
	$ 155.00	N/A	7/1/2022	6/30/2023		$ 54.70	$ 42.00 -	$ 80.00
	$ 159.65	N/A	7/1/2023	6/30/2024	3.00%	$ 56.34	$ 43.26 -	$ 82.40
	$ 164.44	N/A	7/1/2024	6/30/2025	3.00%	$ 58.03	$ 44.56 -	$ 84.87
	$ 169.37	N/A	7/1/2025	6/30/2026	3.00%	$ 59.78	$ 45.89 -	$ 87.42
	$ 174.45	N/A	7/1/2026	6/30/2027	3.00%	$ 61.57	$ 47.27 -	$ 90.04
	$ 141.00	N/A	7/1/2022	6/30/2023		$ 49.76	$ 37.00 -	$ 56.00
	$ 145.23	N/A	7/1/2023	6/30/2024	3.00%	$ 51.26	$ 38.11 -	$ 57.68
	$ 149.59	N/A	7/1/2024	6/30/2025	3.00%	$ 52.79	$ 39.25 -	$ 59.41
	$ 154.07	N/A	7/1/2025	6/30/2026	3.00%	$ 54.38	$ 40.43 -	$ 61.19
	$ 158.70	N/A	7/1/2026	6/30/2027	3.00%	$ 56.01	$ 41.64 -	$ 63.03
	$ 111.00	N/A	7/1/2022	6/30/2023		$ 39.17	$ 32.00 -	$ 45.00
	$ 114.33	N/A	7/1/2023	6/30/2024	3.00%	$ 40.35	$ 32.96 -	$ 46.35
	$ 117.76	N/A	7/1/2024	6/30/2025	3.00%	$ 41.56	$ 33.95 -	$ 47.74
	$ 121.29	N/A	7/1/2025	6/30/2026	3.00%	$ 42.81	$ 34.97 -	$ 49.17
	$ 124.93	N/A	7/1/2026	6/30/2027	3.00%	$ 44.09	$ 36.02 -	$ 50.65

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	$ 89.00	N/A	7/1/2022	6/30/2023		$ 31.41	$ 26.00 - $ 37.00
	$ 91.67	N/A	7/1/2023	6/30/2024	3.00%	$ 32.35	$ 26.78 - $ 38.11
	$ 94.42	N/A	7/1/2024	6/30/2025	3.00%	$ 33.32	$ 27.58 - $ 39.25
	$ 97.25	N/A	7/1/2025	6/30/2026	3.00%	$ 34.32	$ 28.41 - $ 40.43
	$ 100.17	N/A	7/1/2026	6/30/2027	3.00%	$ 35.35	$ 29.26 - $ 41.64
	$ 63.00	N/A	7/1/2022	6/30/2023		$ 22.23	$ 16.00 - $ 27.00
	$ 64.89	N/A	7/1/2023	6/30/2024	3.00%	$ 22.90	$ 16.48 - $ 27.81
	$ 66.84	N/A	7/1/2024	6/30/2025	3.00%	$ 23.59	$ 16.97 - $ 28.64
	$ 68.84	N/A	7/1/2025	6/30/2026	3.00%	$ 24.30	$ 17.48 - $ 29.50
	$ 70.91	N/A	7/1/2026	6/30/2027	3.00%	$ 25.02	$ 18.01 - $ 30.39
	$ 320.00	N/A	7/1/2022	6/30/2023		$ 112.94	$ 104.00 - $ 121.00
	$ 329.60	N/A	7/1/2023	6/30/2024	3.00%	$ 116.32	$ 107.12 - $ 124.63
	$ 339.49	N/A	7/1/2024	6/30/2025	3.00%	$ 119.81	$ 110.33 - $ 128.37
	$ 349.67	N/A	7/1/2025	6/30/2026	3.00%	$ 123.41	$ 113.64 - $ 132.22
	$ 360.16	N/A	7/1/2026	6/30/2027	3.00%	$ 127.11	$ 117.05 - $ 136.19
	$ 292.00	N/A	7/1/2022	6/30/2023		$ 103.05	$ 94.00 - $ 110.00
	$ 300.76	N/A	7/1/2023	6/30/2024	3.00%	$ 106.15	$ 96.82 - $ 113.30
	$ 309.78	N/A	7/1/2024	6/30/2025	3.00%	$ 109.33	$ 99.72 - $ 116.70
	$ 319.08	N/A	7/1/2025	6/30/2026	3.00%	$ 112.61	$ 102.72 - $ 120.20
	$ 328.65	N/A	7/1/2026	6/30/2027	3.00%	$ 115.99	$ 105.80 - $ 123.81
	$ 254.00	N/A	7/1/2022	6/30/2023		$ 89.64	$ 76.00 - $ 97.00
	$ 261.62	N/A	7/1/2023	6/30/2024	3.00%	$ 92.33	$ 78.28 - $ 99.91
	$ 269.47	N/A	7/1/2024	6/30/2025	3.00%	$ 95.10	$ 80.63 - $ 102.91
	$ 277.55	N/A	7/1/2025	6/30/2026	3.00%	$ 97.95	$ 83.05 - $ 105.99
	$ 285.88	N/A	7/1/2026	6/30/2027	3.00%	$ 100.89	$ 85.54 - $ 109.17
	$ 224.00	N/A	7/1/2022	6/30/2023		$ 79.05	$ 66.00 - $ 87.00
	$ 230.72	N/A	7/1/2023	6/30/2024	3.00%	$ 81.43	$ 67.98 - $ 89.61
	$ 237.64	N/A	7/1/2024	6/30/2025	3.00%	$ 83.87	$ 70.02 - $ 92.30
	$ 244.77	N/A	7/1/2025	6/30/2026	3.00%	$ 86.39	$ 72.12 - $ 95.07
	$ 252.11	N/A	7/1/2026	6/30/2027	3.00%	$ 88.98	$ 74.28 - $ 97.92
	$ 198.00	N/A	7/1/2022	6/30/2023		$ 69.88	$ 55.00 - $ 80.00
	$ 203.94	N/A	7/1/2023	6/30/2024	3.00%	$ 71.98	$ 56.65 - $ 82.40
	$ 210.06	N/A	7/1/2024	6/30/2025	3.00%	$ 74.13	$ 58.35 - $ 84.87
	$ 216.36	N/A	7/1/2025	6/30/2026	3.00%	$ 76.36	$ 60.10 - $ 87.42
	$ 222.85	N/A	7/1/2026	6/30/2027	3.00%	$ 78.65	$ 61.90 - $ 90.04

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	$ 170.00	N/A	7/1/2022	6/30/2023		$ 60.00	$ 52.00 - $ 66.00
	$ 175.10	N/A	7/1/2023	6/30/2024	3.00%	$ 61.80	$ 53.56 - $ 67.98
	$ 180.35	N/A	7/1/2024	6/30/2025	3.00%	$ 63.65	$ 55.17 - $ 70.02
	$ 185.76	N/A	7/1/2025	6/30/2026	3.00%	$ 65.56	$ 56.82 - $ 72.12
	$ 191.34	N/A	7/1/2026	6/30/2027	3.00%	$ 67.53	$ 58.53 - $ 74.28
	$ 150.00	N/A	7/1/2022	6/30/2023		$ 52.94	$ 47.00 - $ 59.00
	$ 154.50	N/A	7/1/2023	6/30/2024	3.00%	$ 54.53	$ 48.41 - $ 60.77
	$ 159.13	N/A	7/1/2024	6/30/2025	3.00%	$ 56.16	$ 49.86 - $ 62.59
	$ 163.91	N/A	7/1/2025	6/30/2026	3.00%	$ 57.85	$ 51.36 - $ 64.47
	$ 168.83	N/A	7/1/2026	6/30/2027	3.00%	$ 59.58	$ 52.90 - $ 66.41
	$ 132.00	N/A	7/1/2022	6/30/2023		$ 46.59	$ 41.00 - $ 52.00
*contract	$ 135.96	N/A	7/1/2023	6/30/2024	3.00%	$ 47.98	$ 42.23 - $ 53.56
*oses,	$ 140.04	N/A	7/1/2024	6/30/2025	3.00%	$ 49.42	$ 43.50 - $ 55.17
*ate)	$ 144.24	N/A	7/1/2025	6/30/2026	3.00%	$ 50.91	$ 44.80 - $ 56.82
	$ 148.57	N/A	7/1/2026	6/30/2027	3.00%	$ 52.43	$ 46.15 - $ 58.53
	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 33.00 - $ 44.00
*contract	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 33.99 - $ 45.32
*oses,	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 35.01 - $ 46.68
*ate)	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 36.06 - $ 48.08
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 37.14 - $ 49.52
	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 20.00 - $ 33.00
*contract	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 20.60 - $ 33.99
*oses,	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 21.22 - $ 35.01
*ate)	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 21.85 - $ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 22.51 - $ 37.14
	$ 299.00	N/A	7/1/2022	6/30/2023		$ 105.52	$ 105.00 - $ 140.00
	$ 307.97	N/A	7/1/2023	6/30/2024	3.00%	$ 108.69	$ 108.15 - $ 144.20
	$ 317.21	N/A	7/1/2024	6/30/2025	3.00%	$ 111.95	$ 111.39 - $ 148.53
	$ 326.73	N/A	7/1/2025	6/30/2026	3.00%	$ 115.31	$ 114.74 - $ 152.98
	$ 336.53	N/A	7/1/2026	6/30/2027	3.00%	$ 118.77	$ 118.18 - $ 157.57
	$ 359.00	N/A	7/1/2022	6/30/2023		$ 126.70	$ 97.00 - $ 113.00
	$ 369.77	N/A	7/1/2023	6/30/2024	3.00%	$ 130.50	$ 99.91 - $ 116.39
	$ 380.86	N/A	7/1/2024	6/30/2025	3.00%	$ 134.42	$ 102.91 - $ 119.88
	$ 392.29	N/A	7/1/2025	6/30/2026	3.00%	$ 138.45	$ 105.99 - $ 123.48
	$ 404.06	N/A	7/1/2026	6/30/2027	3.00%	$ 142.60	$ 109.17 - $ 127.18

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	$ 267.00	N/A	7/1/2022	6/30/2023		$ 94.23	$ 75.00 - $ 107.00
	$ 275.01	N/A	7/1/2023	6/30/2024	3.00%	$ 97.06	$ 77.25 - $ 110.21
	$ 283.26	N/A	7/1/2024	6/30/2025	3.00%	$ 99.97	$ 79.57 - $ 113.52
	$ 291.76	N/A	7/1/2025	6/30/2026	3.00%	$ 102.97	$ 81.95 - $ 116.92
	$ 300.51	N/A	7/1/2026	6/30/2027	3.00%	$ 106.06	$ 84.41 - $ 120.43
	$ 244.00	N/A	7/1/2022	6/30/2023		$ 86.11	$ 70.00 - $ 96.00
	$ 251.32	N/A	7/1/2023	6/30/2024	3.00%	$ 88.70	$ 72.10 - $ 98.88
	$ 258.86	N/A	7/1/2024	6/30/2025	3.00%	$ 91.36	$ 74.26 - $ 101.85
	$ 266.63	N/A	7/1/2025	6/30/2026	3.00%	$ 94.10	$ 76.49 - $ 104.90
	$ 274.62	N/A	7/1/2026	6/30/2027	3.00%	$ 96.92	$ 78.79 - $ 108.05
	$ 224.00	N/A	7/1/2022	6/30/2023		$ 79.05	$ 70.00 - $ 107.00
	$ 230.72	N/A	7/1/2023	6/30/2024	3.00%	$ 81.43	$ 72.10 - $ 110.21
	$ 237.64	N/A	7/1/2024	6/30/2025	3.00%	$ 83.87	$ 74.26 - $ 113.52
	$ 244.77	N/A	7/1/2025	6/30/2026	3.00%	$ 86.39	$ 76.49 - $ 116.92
	$ 252.11	N/A	7/1/2026	6/30/2027	3.00%	$ 88.98	$ 78.79 - $ 120.43
	$ 207.00	N/A	7/1/2022	6/30/2023		$ 73.06	$ 53.00 - $ 88.00
*:ontract	$ 213.21	N/A	7/1/2023	6/30/2024	3.00%	$ 75.25	$ 54.59 - $ 90.64
*oses,	$ 219.61	N/A	7/1/2024	6/30/2025	3.00%	$ 77.50	$ 56.23 - $ 93.36
*ate)	$ 226.19	N/A	7/1/2025	6/30/2026	3.00%	$ 79.83	$ 57.91 - $ 96.16
	$ 232.98	N/A	7/1/2026	6/30/2027	3.00%	$ 82.22	$ 59.65 - $ 99.04
	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 51.00 - $ 88.00
*:ontract	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 52.53 - $ 90.64
*oses,	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 54.11 - $ 93.36
*ate)	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 55.73 - $ 96.16
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 57.40 - $ 99.04
	$ 148.00	N/A	7/1/2022	6/30/2023		$ 52.23	$ 37.00 - $ 64.00
	$ 152.44	N/A	7/1/2023	6/30/2024	3.00%	$ 53.80	$ 38.11 - $ 65.92
	$ 157.01	N/A	7/1/2024	6/30/2025	3.00%	$ 55.41	$ 39.25 - $ 67.90
	$ 161.72	N/A	7/1/2025	6/30/2026	3.00%	$ 57.08	$ 40.43 - $ 69.93
	$ 166.58	N/A	7/1/2026	6/30/2027	3.00%	$ 58.79	$ 41.64 - $ 72.03
	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 21.00 - $ 33.00
	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 21.63 - $ 33.99
	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 22.28 - $ 35.01
	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 22.95 - $ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 23.64 - $ 37.14

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	$ 470.00	N/A	7/1/2022	6/30/2023		$ 165.87	$ 170.00 - $ 180.00
	$ 484.10	N/A	7/1/2023	6/30/2024	3.00%	$ 170.85	$ 175.10 - $ 185.40
	$ 498.62	N/A	7/1/2024	6/30/2025	3.00%	$ 175.98	$ 180.35 - $ 190.96
	$ 513.58	N/A	7/1/2025	6/30/2026	3.00%	$ 181.26	$ 185.76 - $ 196.69
	$ 528.99	N/A	7/1/2026	6/30/2027	3.00%	$ 186.69	$ 191.34 - $ 202.59
	$ 470.00	N/A	7/1/2022	6/30/2023		$ 165.87	$ 170.00 - $ 180.00
	$ 484.10	N/A	7/1/2023	6/30/2024	3.00%	$ 170.85	$ 175.10 - $ 185.40
	$ 498.62	N/A	7/1/2024	6/30/2025	3.00%	$ 175.98	$ 180.35 - $ 190.96
	$ 513.58	N/A	7/1/2025	6/30/2026	3.00%	$ 181.26	$ 185.76 - $ 196.69
	$ 528.99	N/A	7/1/2026	6/30/2027	3.00%	$ 186.69	$ 191.34 - $ 202.59
	$ 273.00	N/A	7/1/2022	6/30/2023		$ 96.35	$ 85.00 - $ 103.00
	$ 281.19	N/A	7/1/2023	6/30/2024	3.00%	$ 99.24	$ 87.55 - $ 106.09
	$ 289.63	N/A	7/1/2024	6/30/2025	3.00%	$ 102.22	$ 90.18 - $ 109.27
	$ 298.31	N/A	7/1/2025	6/30/2026	3.00%	$ 105.28	$ 92.88 - $ 112.55
	$ 307.26	N/A	7/1/2026	6/30/2027	3.00%	$ 108.44	$ 95.67 - $ 115.93
	$ 176.00	N/A	7/1/2022	6/30/2023		$ 62.11	$ 50.00 - $ 70.00
	$ 181.28	N/A	7/1/2023	6/30/2024	3.00%	$ 63.98	$ 51.50 - $ 72.10
	$ 186.72	N/A	7/1/2024	6/30/2025	3.00%	$ 65.90	$ 53.05 - $ 74.26
	$ 192.32	N/A	7/1/2025	6/30/2026	3.00%	$ 67.87	$ 54.64 - $ 76.49
	$ 198.09	N/A	7/1/2026	6/30/2027	3.00%	$ 69.91	$ 56.28 - $ 78.79
	$ 150.00	N/A	7/1/2022	6/30/2023		$ 52.94	$ 37.00 - $ 65.00
	$ 154.50	N/A	7/1/2023	6/30/2024	3.00%	$ 54.53	$ 38.11 - $ 66.95
	$ 159.13	N/A	7/1/2024	6/30/2025	3.00%	$ 56.16	$ 39.25 - $ 68.96
	$ 163.91	N/A	7/1/2025	6/30/2026	3.00%	$ 57.85	$ 40.43 - $ 71.03
	$ 168.83	N/A	7/1/2026	6/30/2027	3.00%	$ 59.58	$ 41.64 - $ 73.16
	$ 176.00	N/A	7/1/2022	6/30/2023		$ 62.11	$ 53.00 - $ 68.00
	$ 181.28	N/A	7/1/2023	6/30/2024	3.00%	$ 63.98	$ 54.59 - $ 70.04
	$ 186.72	N/A	7/1/2024	6/30/2025	3.00%	$ 65.90	$ 56.23 - $ 72.14
	$ 192.32	N/A	7/1/2025	6/30/2026	3.00%	$ 67.87	$ 57.91 - $ 74.31
	$ 198.09	N/A	7/1/2026	6/30/2027	3.00%	$ 69.91	$ 59.65 - $ 76.53
	$ 123.00	N/A	7/1/2022	6/30/2023		$ 43.41	$ 35.00 - $ 49.00
	$ 126.69	N/A	7/1/2023	6/30/2024	3.00%	$ 44.71	$ 36.05 - $ 50.47
	$ 130.49	N/A	7/1/2024	6/30/2025	3.00%	$ 46.05	$ 37.13 - $ 51.98
	$ 134.41	N/A	7/1/2025	6/30/2026	3.00%	$ 47.43	$ 38.25 - $ 53.54
	$ 138.44	N/A	7/1/2026	6/30/2027	3.00%	$ 48.86	$ 39.39 - $ 55.15

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	$ 138.00	N/A	7/1/2022	6/30/2023		$ 48.70	$ 42.00 -	$ 55.00
	$ 142.14	N/A	7/1/2023	6/30/2024	3.00%	$ 50.16	$ 43.26 -	$ 56.65
	$ 146.40	N/A	7/1/2024	6/30/2025	3.00%	$ 51.67	$ 44.56 -	$ 58.35
	$ 150.80	N/A	7/1/2025	6/30/2026	3.00%	$ 53.22	$ 45.89 -	$ 60.10
	$ 155.32	N/A	7/1/2026	6/30/2027	3.00%	$ 54.82	$ 47.27 -	$ 61.90
	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 32.00 -	$ 44.00
	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 32.96 -	$ 45.32
	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 33.95 -	$ 46.68
	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 34.97 -	$ 48.08
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 36.02 -	$ 49.52
	$ 109.00	N/A	7/1/2022	6/30/2023		$ 38.47	$ 33.00 -	$ 44.00
	$ 112.27	N/A	7/1/2023	6/30/2024	3.00%	$ 39.62	$ 33.99 -	$ 45.32
	$ 115.64	N/A	7/1/2024	6/30/2025	3.00%	$ 40.81	$ 35.01 -	$ 46.68
	$ 119.11	N/A	7/1/2025	6/30/2026	3.00%	$ 42.04	$ 36.06 -	$ 48.08
	$ 122.68	N/A	7/1/2026	6/30/2027	3.00%	$ 43.30	$ 37.14 -	$ 49.52
	$ 84.00	N/A	7/1/2022	6/30/2023		$ 29.65	$ 24.00 -	$ 35.00
	$ 86.52	N/A	7/1/2023	6/30/2024	3.00%	$ 30.53	$ 24.72 -	$ 36.05
	$ 89.12	N/A	7/1/2024	6/30/2025	3.00%	$ 31.45	$ 25.46 -	$ 37.13
	$ 91.79	N/A	7/1/2025	6/30/2026	3.00%	$ 32.39	$ 26.23 -	$ 38.25
	$ 94.54	N/A	7/1/2026	6/30/2027	3.00%	$ 33.37	$ 27.01 -	$ 39.39
	$ 128.00	N/A	7/1/2022	6/30/2023		$ 45.17	$ 34.00 -	$ 53.00
	$ 131.84	N/A	7/1/2023	6/30/2024	3.00%	$ 46.53	$ 35.02 -	$ 54.59
	$ 135.80	N/A	7/1/2024	6/30/2025	3.00%	$ 47.93	$ 36.07 -	$ 56.23
	$ 139.87	N/A	7/1/2025	6/30/2026	3.00%	$ 49.36	$ 37.15 -	$ 57.91
	$ 144.07	N/A	7/1/2026	6/30/2027	3.00%	$ 50.84	$ 38.27 -	$ 59.65
	$ 84.00	N/A	7/1/2022	6/30/2023		$ 29.65	$ 20.00 -	$ 37.00
	$ 86.52	N/A	7/1/2023	6/30/2024	3.00%	$ 30.53	$ 20.60 -	$ 38.11
	$ 89.12	N/A	7/1/2024	6/30/2025	3.00%	$ 31.45	$ 21.22 -	$ 39.25
	$ 91.79	N/A	7/1/2025	6/30/2026	3.00%	$ 32.39	$ 21.85 -	$ 40.43
	$ 94.54	N/A	7/1/2026	6/30/2027	3.00%	$ 33.37	$ 22.51 -	$ 41.64
	$ 164.00	N/A	7/1/2022	6/30/2023		$ 57.88	$ 48.00 -	$ 64.00
	$ 168.92	N/A	7/1/2023	6/30/2024	3.00%	$ 59.62	$ 49.44 -	$ 65.92
	$ 173.99	N/A	7/1/2024	6/30/2025	3.00%	$ 61.40	$ 50.92 -	$ 67.90
	$ 179.21	N/A	7/1/2025	6/30/2026	3.00%	$ 63.25	$ 52.45 -	$ 69.93
	$ 184.58	N/A	7/1/2026	6/30/2027	3.00%	$ 65.14	$ 54.02 -	$ 72.03

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	$ 141.00	N/A	7/1/2022	6/30/2023		$ 49.76	$ 38.00 -	$ 58.00
	$ 145.23	N/A	7/1/2023	6/30/2024	3.00%	$ 51.26	$ 39.14 -	$ 59.74
	$ 149.59	N/A	7/1/2024	6/30/2025	3.00%	$ 52.79	$ 40.31 -	$ 61.53
	$ 154.07	N/A	7/1/2025	6/30/2026	3.00%	$ 54.38	$ 41.52 -	$ 63.38
	$ 158.70	N/A	7/1/2026	6/30/2027	3.00%	$ 56.01	$ 42.77 -	$ 65.28
	$ 120.00	N/A	7/1/2022	6/30/2023		$ 42.35	$ 34.00 -	$ 48.00
	$ 123.60	N/A	7/1/2023	6/30/2024	3.00%	$ 43.62	$ 35.02 -	$ 49.44
	$ 127.31	N/A	7/1/2024	6/30/2025	3.00%	$ 44.93	$ 36.07 -	$ 50.92
	$ 131.13	N/A	7/1/2025	6/30/2026	3.00%	$ 46.28	$ 37.15 -	$ 52.45
	$ 135.06	N/A	7/1/2026	6/30/2027	3.00%	$ 47.67	$ 38.27 -	$ 54.02

ɔy staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

(1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

ırly rate. For classifications only, enter the average hourly rate for that classification.

vage with an asterisks (*)

f this Exhibit

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Cost Proposal 2
Specific Rate of Compensation (On-Call or As-Needed Contracts)

, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Contract No. _____ Date: 11/3/2022

)THER DIRECT COST ITEMS (Add additional pages as necessary)

em	Quantity	Unit	Unit Cost	Total
		Miles	IRS Rate	$ -
		Sheet	Cost	$ -
		Sheet	Cost	$ -
		Each	Cost	$ -
		Each	Cost	$ -
		Each	Cost	$ -
		Cost	Cost	$ -
		Cost	Cost	$ -
:iates				$ -
ions				$ -
ering Group				$ -

s. These costs should be competitive in their respective industries and supported with appropriate documentations.
ntly billed regardless of client and contract type.
se, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
nbursed at actual cost with supporting documentation (invoice)
red "tools of the trade" are not reimburseable as other direct cost.
ved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

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Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name:	R. Matt Brogan	Title *:	Vice President
Signature:		Date of Certification:	11/3/2022
Email:	mbrogan@markthomas.com	Phone number:	(916) 381-9100
Address:	701 University Avenue, Suite 200, Sacramento, CA 95825		

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

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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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2023

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: Asero Insurance Services 200 N. Almaden Blvd. 3rd Floor San Jose, CA 95110 www.aseroins.com License No. 0A91339	CONTACT NAME: Asero Insurance Services PHONE (A/C, No, Ext): 866-966-8928 FAX (A/C, No): 408-271-1802 E-MAIL ADDRESS: certs@aseroins.com
INSURED: Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose CA 95134	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Valley Forge Insurance Company — 20508 INSURER B: Continental Casualty Company — 20443 INSURER C: Continental Insurance Company — 35289 INSURER D: National Fire Insurance Co of Hartford — 20478 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 73290792 **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	✓	✓	6078951385	9/15/2022	9/15/2023	EACH OCCURRENCE	$1,000,000
	☐ CLAIMS-MADE ☑ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	Deductible - None						MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	☐ POLICY ☑ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	✓	✓	6078951371	9/15/2022	9/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Ded: $1,000	$
C	✓ UMBRELLA LIAB ✓ OCCUR			6078951399	9/15/2022	9/15/2023	EACH OCCURRENCE	$9,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$9,000,000
	☐ DED ☐ RETENTION $0						Deductible - None	$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	✓	6078951418	9/15/2022	9/15/2023	✓ 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
A	Leased,Borrowed Or Rented Equipment			6078951385	9/15/2022	9/15/2023	Per Item Limit: $200,000 Per Occurrence Limit: $200,000	
A	Restoration of Media Coverage (Valuable Papers)			6078951385	9/15/2022	9/15/2023	Limit/ Deductible: $1,000,000/$5,000	

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

22-00231
Re: Mariposa Co- On Call A&E
County of Mariposa its officers, officials, employees, and volunteers, named as additional insureds

The Workers Compensation / Employers Liability Deductible is none.

CERTIFICATE HOLDER

22-00231

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

Joe Longwello

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AGENCY CUSTOMER ID: MARKT-1

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Asero Insurance Services	Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose CA 95134
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: County of Mariposa

ADDRESS: 4639 Ben Hur Road Mariposa, CA 95338

Commercial General Liability Blanket Additional Insured - Owners, Lessees Or Contractors - With Products-Completed Operations Coverage Endorsement and Primary and Noncontributory Insurance as required by written contract per attached form CNA75079XX (10-16).

Commercial General Liability Waiver Of Transfer Of Rights Of Recovery Against Others To The Insurer Endorsement as required by written contract per attached form CNA75008XX (10-16).

Commercial Auto Liability Additional Insured - Primary And Non-Contributory as required by written contract per attached form CNA71527XX (Ed. 10/12).

Commercial Auto Liability Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) as required by written contract per attached form CA 04 44 10 13.

Workers' Compensation Blanket Waiver Of Our Right To Recover From Others as required by written contract per attached form G-19160-B (Ed. 11/97).

*Subject To Policies Terms, Conditions, and Exclusions

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ATTACHMENT

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CNA

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and
2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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CNA

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6078951385
Endorsement No:
Effective Date: 09/15/2022

Insured Name: MARK THOMAS & COMPANY, INC.

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Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organizations with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement: 1. Is in effect or becomes effective during the term of this policy; and 2. Was executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard.**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6078951385
Effective Date: 09/15/2022

Insured Name: MARK THOMAS & COMPANY, INC.

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ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
"Any person or organization that you are required by written contract to make an additional insured under this insurance is an "insured", but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an "insured" for Liability Coverage under Section II – Who Is An Insured of this Coverage Form."

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

Policy No: 6078951371
Endorsement No:
Effective Date: 09/15/2022

Insured Name: MARK THOMAS & COMPANY, INC.

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POLICY NUMBER: 6078951371

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MARK THOMAS & COMPANY, INC.

Endorsement Effective Date: 09/15/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement: 1. Is in effect or becomes effective during the term of this policy; and 2. Was executed prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One – Workers' Compensation Insurance G. Recovery From Others** and **Part Two – Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

DocuSign

Certificate Of Completion

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Document Pages: 49
Signatures: 4
Certificate Pages: 5
Initials: 1
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EnvelopeId Stamping: Enabled
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Mariposa, CA 95338
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

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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: 3/6/2023 2:49:54 PM Viewed: 3/6/2023 3:36:27 PM Signed: 3/6/2023 3:36:39 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 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 3:36:42 PM Viewed: 3/6/2023 3:39:36 PM Signed: 3/6/2023 3:40:01 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: 3/6/2023 3:40:04 PM Viewed: 3/6/2023 5:05:42 PM Signed: 3/6/2023 5:06:08 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Ed Noriega enoriega@markthomas.com Division Manager - Associate Principal Mark Thomas and Company, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Ed Noriega D3204E678B6B4DF... Signature Adoption: Pre-selected Style Using IP Address: 98.238.211.55	Sent: 3/6/2023 5:06:11 PM Resent: 3/7/2023 7:38:10 AM Viewed: 3/7/2023 12:58:41 PM Signed: 3/7/2023 1:00:04 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/7/2023 12:58:41 PM ID: 3c5ec909-296a-4387-baba-05465a41897f		
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 1:00:08 PM Viewed: 3/7/2023 1:01:17 PM Signed: 3/7/2023 1:01:24 PM
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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	3/6/2023 2:49:55 PM
Certified Delivered	Security Checked	3/7/2023 1:01:17 PM
Signing Complete	Security Checked	3/7/2023 1:01:24 PM
Completed	Security Checked	3/7/2023 1:01:24 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

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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.

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:

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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..

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.

Certificate Of Completion

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Source Envelope:
Document Pages: 72
Signatures: 4
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
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Mariposa, CA 95338
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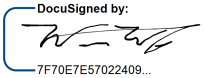
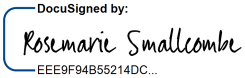
Walter Wall wwall@mariposacounty.org District Attorney Security Level: Email, Account Authentication (None)	DocuSigned by:  7F70E7E57022409... Signature Adoption: Drawn on Device Using IP Address: 64.118.100.36	Sent: 5/7/2025 2:35:31 PM Viewed: 5/7/2025 2:48:36 PM Signed: 5/7/2025 2:48:44 PM
Electronic Record and Signature Disclosure: Accepted: 5/7/2025 2:48:36 PM ID: ceda2d84-b56e-4d3c-b8b6-7708bbf0a9e4		
Rosemarie Smallcombe rsmallcombe@mariposacounty.org Chair Board of Supervisors Security Level: Email, Account Authentication (None)	DocuSigned by:  EEE9F94B55214DC... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/7/2025 2:48:46 PM Viewed: 5/7/2025 4:00:49 PM Signed: 5/7/2025 4:00:59 PM
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Danielle Bondshu dbondshu@mariposacounty.org Clerk of the Board Security Level: Email, Account Authentication (None)	DocuSigned by: 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/7/2025 4:01:03 PM Viewed: 5/9/2025 9:59:08 AM Signed: 5/9/2025 9:59:16 AM
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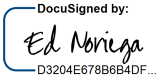
Ed Noriega enoriega@markthomas.com Division Manager - Associate Principal Mark Thomas and Company, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by:  D3204E678B6B4DF... Signature Adoption: Pre-selected Style Using IP Address: 97.191.36.71	Sent: 5/9/2025 9:59:18 AM Viewed: 5/20/2025 10:09:14 AM Signed: 5/20/2025 10:13:44 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 5/20/2025 10:09:14 AM ID: 33800bc2-e58d-47a2-a51a-a27f5aeeaec4		
Claudia Gonzales CGonzales@mariposacounty.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 5/20/2025 10:13:47 AM Viewed: 5/20/2025 10:14:50 AM Signed: 5/20/2025 10:14:55 AM

Electronic Record and Signature Disclosure:
Accepted: 5/20/2025 10:14:50 AM
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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 2:35:31 PM
Certified Delivered	Security Checked	5/20/2025 10:14:50 AM
Signing Complete	Security Checked	5/20/2025 10:14:55 AM
Completed	Security Checked	5/20/2025 10:14:55 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 2023-660

MEETING:	December 19, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Adopt a Resolution Approving the Submittal of a Grant Application for $125,000 in Financial Assistance to the Department of Water Resources for the Mariposa County Drought Resilience Plan

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Approving the Submittal of a Grant Application for $125,000 in Financial Assistance to the Department of Water Resources for the Mariposa County Drought Resilience Plan.

Water systems with 14 or fewer connections and domestic wells owners often lack the organizational capacity to complete their own drought plans. The responsibility of drought planning for these smallest systems and domestic wells suppliers has been assigned to the County. A Drought Resilience Plan (DRP) is required to be developed to facilitate drought and water shortage preparedness for these connections.

California Water Code §10609.70(b) requires a plan that evaluates risk and offers interim and long-term solutions. The plan must consider:

(1) Consolidations for existing water systems and domestic wells.
(2) Domestic well drinking water mitigation programs.
(3) Provision of emergency and interim drinking water solutions.
(4) An analysis of the steps necessary to implement the plan.
(5) An analysis of local, state, and federal funding sources available to implement the plan.

The Department of Water Resources (DWR) has made either $125,000 available in financial assistance through a non-competitive grant or direct technical assistance to assist in this effort. The Drought and Water Shortage Task Force recommends the Board request the $125,000 in financial assistance to develop a uniquely tailored plan to Mariposa County. The Task Force intends to create a stand-alone plan that will fit neatly with other County planning documents and help guide future efforts such as the Local Hazard Mitigation Plan, Integrated Regional Water Management Plan (IRWMP), and General Plan Updates. Staff will return at a later date to execute a consultant contract for the plan once a commitment letter is issued by DWR and costs become eligible for reimbursement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On October 10, 2023, the Board of Supervisors appointed the Water Agency Advisory Board as the Drought and Water Shortage Task Force, which satisfies the requirement for a "a standing county

drought and water shortage task force or alternative process." The Task Force is establishing a group of stakeholders including Sheriff's OES and the Resource Conservation District, as well as a number of community-based organizations have also played a key role in the County's drought response in the past including Sierra Foothill Conservancy and Self-Help Enterprises.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The County must comply with SB 552 and develop a Drought Resilience Plan. Do not approve, and an alternative funding source must be identified for the work.

FINANCIAL IMPACT

None. There is no local match required for the $125,000 in financial assistance.

ATTACHMENTS

1. **Authorizing Resolution**

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 IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY
RESOLUTION NO. 2023-660

A RESOLUTION AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE DROUGHT RESILIENCE PLAN

WHEREAS, Mariposa County proposes to implement a Drought Resilience Plan; and

WHEREAS, the Drought Resilience Plan is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies; and

WHEREAS, Mariposa County has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, Mariposa County intends to apply for grant funding from the California Department of Water Resources for the Drought Resilience Plan.

THEREFORE, BE IT RESOLVED by the Mariposa County Board of Supervisors:

That pursuant and subject to all of the terms and provisions of Budget Act of 2021, as amended (Stats. 2022, Ch. 44, § 25), the Director of Public Works & Transportation, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources and take such other actions as necessary or appropriate to obtain grant funding.

1. The Director of Public Works & Transportation, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
2. The Director of Public Works & Transportation, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

PASSED AND ADOPTED by the Board of Supervisors this 19th day of December 2023 by the following vote:

AYES: SMALLCOMBE, POE, TOSO, FORSYTHE, MENETREY
NOES: NONE
EXCUSED: NONE
ABSTAIN: NONE

COUNTY OF MARIPOSA

Miles Menetrey, Board Chair

COUNTERSIGNED:
(Government Code §25103)

Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

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MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2023-98

MEETING: February 21, 2023

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement with Mark Thomas for On-Call Civil Engineering Services

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RECOMMENDATION AND JUSTIFICATION:
Approve a Five-Year Agreement with Mark Thomas for On-Call Civil Engineering Services; Approve Task Order No. 1 for the ATP MES Connectivity Project in the Amount Not to Exceed $423,658; Approve Budget Action Transferring Funds from Roads to 5501 Capital Improvements; 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 four responses for Civil Engineering Services from Consur, Dewberry, MGE and Mark Thomas. Each proposal was evaluated on a comparative qualification basis based upon the RFQ's submittal requirements. Staff recommends award be made to Mark Thomas. This firm will be used for Capital Improvement and work performed by the Roads Division. Future task orders may include the Harris and Indian Peak bridge designs.

Task Order No. 1 is the final design of the ATP MES Connectivity Project. Sidewalks will be constructed on Bullion Street, 6th Street, 7th Street and Jones Street.

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. Task Order No. 1 is budgeted in Fund 5501.

DS MR

REF ID# 13818

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ATTACHMENTS:
Mark Thomas Master Contract (PDF)
Mark Thomas Task Order No. 1 (PDF)
Budget Action - FY22-23 Fund 3300 Xfr to 5501 (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 Mark Thomas ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or 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:
Mark Thomas
7571 North Remington Avenue, Suite 102
Fresno, CA 93711

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
B43EC70C19BE448...

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

DocuSigned by:
Ed Noriega
D3204E678B6B4DF...

Ed Noriega, Division Manager
Mark Thomas

COUNTERSIGNED:
(Government Code §25103)

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu,
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steve Dahlem
<F6A416E06B304B5...

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 Civil Engineering design and construction support. Work to include:

- Bridge/Structures Design
- Roadway Improvements
- Right of Way Engineering and Survey
- Bicycle/Pedestrian/Trail Improvements
- Traffic and Electrical Engineering
- Landscape Architecture
- Hydrology & Hydraulics
- Surveying
- Environmental Engineering
- Appraisals & Acquisitions

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EXHIBIT B
COST PROPOSAL

Cost Proposal 2
Specific Rate of Compensation (On-Call or As-Needed Contracts)

any, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Contract No. _____ Participation Amount $ _____ Date: 11/3/2022

Fringe Benefit 92.57% + General & Administrative 58.18%	=	Combined	150.75%
Fringe Benefit ___% + General & Administrative ___%	=	Home Office	___%
Fringe Benefit ___% + General & Administrative ___%	=	Field Office	___%
Fee	=	13%	

CALCULATION INFORMATION

Loaded Hourly Billing Rates		Effective Date of Hourly Rate		% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
Straight	Overtime	From	To			
$ 405.00	N/A	7/1/2022	6/30/2023		$ 142.93	$ 140.00 - $ 190.00
$ 417.15	N/A	7/1/2023	6/30/2024	3.00%	$ 147.22	$ 144.20 - $ 195.70
$ 429.66	N/A	7/1/2024	6/30/2025	3.00%	$ 151.64	$ 148.53 - $ 201.57
$ 442.55	N/A	7/1/2025	6/30/2026	3.00%	$ 156.19	$ 152.98 - $ 207.62
$ 455.83	N/A	7/1/2026	6/30/2027	3.00%	$ 160.87	$ 157.57 - $ 213.85
$ 361.00	N/A	7/1/2022	6/30/2023		$ 127.41	$ 105.00 - $ 140.00
$ 371.83	N/A	7/1/2023	6/30/2024	3.00%	$ 131.23	$ 108.15 - $ 144.20
$ 382.98	N/A	7/1/2024	6/30/2025	3.00%	$ 135.16	$ 111.39 - $ 148.53
$ 394.47	N/A	7/1/2025	6/30/2026	3.00%	$ 139.22	$ 114.74 - $ 152.98
$ 406.31	N/A	7/1/2026	6/30/2027	3.00%	$ 143.40	$ 118.18 - $ 157.57

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	$ 305.00	N/A	7/1/2022	6/30/2023		$ 107.64	$ 96.00 -	$ 112.00
	$ 314.15	N/A	7/1/2023	6/30/2024	3.00%	$ 110.87	$ 98.88 -	$ 115.36
	$ 323.57	N/A	7/1/2024	6/30/2025	3.00%	$ 114.20	$ 101.85 -	$ 118.82
	$ 333.28	N/A	7/1/2025	6/30/2026	3.00%	$ 117.62	$ 104.90 -	$ 122.39
	$ 343.28	N/A	7/1/2026	6/30/2027	3.00%	$ 121.15	$ 108.05 -	$ 126.06
	$ 305.00	N/A	7/1/2022	6/30/2023		$ 107.64	$ 96.00 -	$ 112.00
	$ 314.15	N/A	7/1/2023	6/30/2024	3.00%	$ 110.87	$ 98.88 -	$ 115.36
	$ 323.57	N/A	7/1/2024	6/30/2025	3.00%	$ 114.20	$ 101.85 -	$ 118.82
	$ 333.28	N/A	7/1/2025	6/30/2026	3.00%	$ 117.62	$ 104.90 -	$ 122.39
	$ 343.28	N/A	7/1/2026	6/30/2027	3.00%	$ 121.15	$ 108.05 -	$ 126.06
	$ 252.00	N/A	7/1/2022	6/30/2023		$ 88.94	$ 74.00 -	$ 98.00
	$ 259.56	N/A	7/1/2023	6/30/2024	3.00%	$ 91.60	$ 76.22 -	$ 100.94
	$ 267.35	N/A	7/1/2024	6/30/2025	3.00%	$ 94.35	$ 78.51 -	$ 103.97
	$ 275.37	N/A	7/1/2025	6/30/2026	3.00%	$ 97.18	$ 80.86 -	$ 107.09
	$ 283.63	N/A	7/1/2026	6/30/2027	3.00%	$ 100.10	$ 83.29 -	$ 110.30
	$ 252.00	N/A	7/1/2022	6/30/2023		$ 88.94	$ 74.00 -	$ 98.00
	$ 259.56	N/A	7/1/2023	6/30/2024	3.00%	$ 91.60	$ 76.22 -	$ 100.94
	$ 267.35	N/A	7/1/2024	6/30/2025	3.00%	$ 94.35	$ 78.51 -	$ 103.97
	$ 275.37	N/A	7/1/2025	6/30/2026	3.00%	$ 97.18	$ 80.86 -	$ 107.09
	$ 283.63	N/A	7/1/2026	6/30/2027	3.00%	$ 100.10	$ 83.29 -	$ 110.30
	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 62.00 -	$ 77.00
	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 63.86 -	$ 79.31
	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 65.78 -	$ 81.69
	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 67.75 -	$ 84.14
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 69.78 -	$ 86.66
	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 62.00 -	$ 77.00
	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 63.86 -	$ 79.31
	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 65.78 -	$ 81.69
	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 67.75 -	$ 84.14
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 69.78 -	$ 86.66
	$ 177.00	N/A	7/1/2022	6/30/2023		$ 62.47	$ 54.00 -	$ 67.00
	$ 182.31	N/A	7/1/2023	6/30/2024	3.00%	$ 64.34	$ 55.62 -	$ 69.01
	$ 187.78	N/A	7/1/2024	6/30/2025	3.00%	$ 66.27	$ 57.29 -	$ 71.08
	$ 193.41	N/A	7/1/2025	6/30/2026	3.00%	$ 68.26	$ 59.01 -	$ 73.21
	$ 199.22	N/A	7/1/2026	6/30/2027	3.00%	$ 70.31	$ 60.78 -	$ 75.41

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	$ 177.00	N/A	7/1/2022	6/30/2023		$ 62.47	$ 54.00 -	$ 67.00
	$ 182.31	N/A	7/1/2023	6/30/2024	3.00%	$ 64.34	$ 55.62 -	$ 69.01
	$ 187.78	N/A	7/1/2024	6/30/2025	3.00%	$ 66.27	$ 57.29 -	$ 71.08
	$ 193.41	N/A	7/1/2025	6/30/2026	3.00%	$ 68.26	$ 59.01 -	$ 73.21
	$ 199.22	N/A	7/1/2026	6/30/2027	3.00%	$ 70.31	$ 60.78 -	$ 75.41
	$ 157.00	N/A	7/1/2022	6/30/2023		$ 55.41	$ 50.00 -	$ 60.00
	$ 161.71	N/A	7/1/2023	6/30/2024	3.00%	$ 57.07	$ 51.50 -	$ 61.80
	$ 166.56	N/A	7/1/2024	6/30/2025	3.00%	$ 58.78	$ 53.05 -	$ 63.65
	$ 171.56	N/A	7/1/2025	6/30/2026	3.00%	$ 60.55	$ 54.64 -	$ 65.56
	$ 176.70	N/A	7/1/2026	6/30/2027	3.00%	$ 62.36	$ 56.28 -	$ 67.53
	$ 135.00	N/A	7/1/2022	6/30/2023		$ 47.64	$ 37.00 -	$ 55.00
	$ 139.05	N/A	7/1/2023	6/30/2024	3.00%	$ 49.07	$ 38.11 -	$ 56.65
	$ 143.22	N/A	7/1/2024	6/30/2025	3.00%	$ 50.55	$ 39.25 -	$ 58.35
	$ 147.52	N/A	7/1/2025	6/30/2026	3.00%	$ 52.06	$ 40.43 -	$ 60.10
	$ 151.94	N/A	7/1/2026	6/30/2027	3.00%	$ 53.62	$ 41.64 -	$ 61.90
	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 30.00 -	$ 45.00
	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 30.90 -	$ 46.35
	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 31.83 -	$ 47.74
	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 32.78 -	$ 49.17
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 33.77 -	$ 50.65
	$ 135.00	N/A	7/1/2022	6/30/2023		$ 47.64	$ 41.00 -	$ 55.00
	$ 139.05	N/A	7/1/2023	6/30/2024	3.00%	$ 49.07	$ 42.23 -	$ 56.65
	$ 143.22	N/A	7/1/2024	6/30/2025	3.00%	$ 50.55	$ 43.50 -	$ 58.35
	$ 147.52	N/A	7/1/2025	6/30/2026	3.00%	$ 52.06	$ 44.80 -	$ 60.10
	$ 151.94	N/A	7/1/2026	6/30/2027	3.00%	$ 53.62	$ 46.15 -	$ 61.90
	$ 113.00	N/A	7/1/2022	6/30/2023		$ 39.88	$ 36.00 -	$ 45.00
	$ 116.39	N/A	7/1/2023	6/30/2024	3.00%	$ 41.08	$ 37.08 -	$ 46.35
	$ 119.88	N/A	7/1/2024	6/30/2025	3.00%	$ 42.31	$ 38.19 -	$ 47.74
	$ 123.48	N/A	7/1/2025	6/30/2026	3.00%	$ 43.58	$ 39.34 -	$ 49.17
	$ 127.18	N/A	7/1/2026	6/30/2027	3.00%	$ 44.89	$ 40.52 -	$ 50.65
	$ 89.00	N/A	7/1/2022	6/30/2023		$ 31.41	$ 28.00 -	$ 35.00
	$ 91.67	N/A	7/1/2023	6/30/2024	3.00%	$ 32.35	$ 28.84 -	$ 36.05
	$ 94.42	N/A	7/1/2024	6/30/2025	3.00%	$ 33.32	$ 29.71 -	$ 37.13
	$ 97.25	N/A	7/1/2025	6/30/2026	3.00%	$ 34.32	$ 30.60 -	$ 38.25
	$ 100.17	N/A	7/1/2026	6/30/2027	3.00%	$ 35.35	$ 31.51 -	$ 39.39

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	$ 138.00	N/A	7/1/2022	6/30/2023		$ 48.70	$ 39.00 -	$ 55.00
	$ 142.14	N/A	7/1/2023	6/30/2024	3.00%	$ 50.16	$ 40.17 -	$ 56.65
	$ 146.40	N/A	7/1/2024	6/30/2025	3.00%	$ 51.67	$ 41.38 -	$ 58.35
	$ 150.80	N/A	7/1/2025	6/30/2026	3.00%	$ 53.22	$ 42.62 -	$ 60.10
	$ 155.32	N/A	7/1/2026	6/30/2027	3.00%	$ 54.82	$ 43.89 -	$ 61.90
	$ 92.00	N/A	7/1/2022	6/30/2023		$ 32.47	$ 23.00 -	$ 40.00
	$ 94.76	N/A	7/1/2023	6/30/2024	3.00%	$ 33.44	$ 23.69 -	$ 41.20
	$ 97.60	N/A	7/1/2024	6/30/2025	3.00%	$ 34.45	$ 24.40 -	$ 42.44
	$ 100.53	N/A	7/1/2025	6/30/2026	3.00%	$ 35.48	$ 25.13 -	$ 43.71
	$ 103.55	N/A	7/1/2026	6/30/2027	3.00%	$ 36.54	$ 25.89 -	$ 45.02
	$ 63.00	N/A	7/1/2022	6/30/2023		$ 22.23	$ 16.00 -	$ 27.00
	$ 64.89	N/A	7/1/2023	6/30/2024	3.00%	$ 22.90	$ 16.48 -	$ 27.81
	$ 66.84	N/A	7/1/2024	6/30/2025	3.00%	$ 23.59	$ 16.97 -	$ 28.64
	$ 68.84	N/A	7/1/2025	6/30/2026	3.00%	$ 24.30	$ 17.48 -	$ 29.50
	$ 70.91	N/A	7/1/2026	6/30/2027	3.00%	$ 25.02	$ 18.01 -	$ 30.39
	$ 314.00	N/A	7/1/2022	6/30/2023		$ 110.82	$ 96.00 -	$ 118.00
	$ 323.42	N/A	7/1/2023	6/30/2024	3.00%	$ 114.14	$ 98.88 -	$ 121.54
	$ 333.12	N/A	7/1/2024	6/30/2025	3.00%	$ 117.57	$ 101.85 -	$ 125.19
	$ 343.12	N/A	7/1/2025	6/30/2026	3.00%	$ 121.09	$ 104.90 -	$ 128.94
	$ 353.41	N/A	7/1/2026	6/30/2027	3.00%	$ 124.73	$ 108.05 -	$ 132.81
	$ 238.00	N/A	7/1/2022	6/30/2023		$ 84.00	$ 74.00 -	$ 90.00
	$ 245.14	N/A	7/1/2023	6/30/2024	3.00%	$ 86.52	$ 76.22 -	$ 92.70
	$ 252.49	N/A	7/1/2024	6/30/2025	3.00%	$ 89.11	$ 78.51 -	$ 95.48
	$ 260.07	N/A	7/1/2025	6/30/2026	3.00%	$ 91.78	$ 80.86 -	$ 98.35
	$ 267.87	N/A	7/1/2026	6/30/2027	3.00%	$ 94.54	$ 83.29 -	$ 101.30
	$ 211.00	N/A	7/1/2022	6/30/2023		$ 74.47	$ 64.00 -	$ 81.00
	$ 217.33	N/A	7/1/2023	6/30/2024	3.00%	$ 76.70	$ 65.92 -	$ 83.43
	$ 223.85	N/A	7/1/2024	6/30/2025	3.00%	$ 79.00	$ 67.90 -	$ 85.93
	$ 230.57	N/A	7/1/2025	6/30/2026	3.00%	$ 81.37	$ 69.93 -	$ 88.51
	$ 237.48	N/A	7/1/2026	6/30/2027	3.00%	$ 83.81	$ 72.03 -	$ 91.17
	$ 186.00	N/A	7/1/2022	6/30/2023		$ 65.64	$ 57.00 -	$ 72.00
	$ 191.58	N/A	7/1/2023	6/30/2024	3.00%	$ 67.61	$ 58.71 -	$ 74.16
	$ 197.33	N/A	7/1/2024	6/30/2025	3.00%	$ 69.64	$ 60.47 -	$ 76.38
	$ 203.25	N/A	7/1/2025	6/30/2026	3.00%	$ 71.73	$ 62.29 -	$ 78.68
	$ 209.34	N/A	7/1/2026	6/30/2027	3.00%	$ 73.88	$ 64.15 -	$ 81.04

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	$ 172.00	N/A	7/1/2022	6/30/2023		$ 60.70	$ 49.00 -	$ 68.00
	$ 177.16	N/A	7/1/2023	6/30/2024	3.00%	$ 62.52	$ 50.47 -	$ 70.04
	$ 182.47	N/A	7/1/2024	6/30/2025	3.00%	$ 64.40	$ 51.98 -	$ 72.14
	$ 187.95	N/A	7/1/2025	6/30/2026	3.00%	$ 66.33	$ 53.54 -	$ 74.31
	$ 193.59	N/A	7/1/2026	6/30/2027	3.00%	$ 68.32	$ 55.15 -	$ 76.53
	$ 147.00	N/A	7/1/2022	6/30/2023		$ 51.88	$ 42.00 -	$ 58.00
	$ 151.41	N/A	7/1/2023	6/30/2024	3.00%	$ 53.44	$ 43.26 -	$ 59.74
	$ 155.95	N/A	7/1/2024	6/30/2025	3.00%	$ 55.04	$ 44.56 -	$ 61.53
	$ 160.63	N/A	7/1/2025	6/30/2026	3.00%	$ 56.69	$ 45.89 -	$ 63.38
	$ 165.45	N/A	7/1/2026	6/30/2027	3.00%	$ 58.39	$ 47.27 -	$ 65.28
	$ 125.00	N/A	7/1/2022	6/30/2023		$ 44.12	$ 37.00 -	$ 50.00
	$ 128.75	N/A	7/1/2023	6/30/2024	3.00%	$ 45.44	$ 38.11 -	$ 51.50
	$ 132.61	N/A	7/1/2024	6/30/2025	3.00%	$ 46.80	$ 39.25 -	$ 53.05
	$ 136.59	N/A	7/1/2025	6/30/2026	3.00%	$ 48.21	$ 40.43 -	$ 54.64
	$ 140.69	N/A	7/1/2026	6/30/2027	3.00%	$ 49.65	$ 41.64 -	$ 56.28
	$ 153.00	N/A	7/1/2022	6/30/2023		$ 54.00	$ 42.00 -	$ 62.00
	$ 157.59	N/A	7/1/2023	6/30/2024	3.00%	$ 55.62	$ 43.26 -	$ 63.86
	$ 162.32	N/A	7/1/2024	6/30/2025	3.00%	$ 57.29	$ 44.56 -	$ 65.78
	$ 167.19	N/A	7/1/2025	6/30/2026	3.00%	$ 59.00	$ 45.89 -	$ 67.75
	$ 172.20	N/A	7/1/2026	6/30/2027	3.00%	$ 60.77	$ 47.27 -	$ 69.78
	$ 126.00	N/A	7/1/2022	6/30/2023		$ 44.47	$ 31.00 -	$ 55.00
	$ 129.78	N/A	7/1/2023	6/30/2024	3.00%	$ 45.80	$ 31.93 -	$ 56.65
	$ 133.67	N/A	7/1/2024	6/30/2025	3.00%	$ 47.18	$ 32.89 -	$ 58.35
	$ 137.68	N/A	7/1/2025	6/30/2026	3.00%	$ 48.59	$ 33.87 -	$ 60.10
	$ 141.81	N/A	7/1/2026	6/30/2027	3.00%	$ 50.05	$ 34.89 -	$ 61.90
	$ 94.00	N/A	7/1/2022	6/30/2023		$ 33.17	$ 27.00 -	$ 39.00
	$ 96.82	N/A	7/1/2023	6/30/2024	3.00%	$ 34.17	$ 27.81 -	$ 40.17
	$ 99.72	N/A	7/1/2024	6/30/2025	3.00%	$ 35.20	$ 28.64 -	$ 41.38
	$ 102.72	N/A	7/1/2025	6/30/2026	3.00%	$ 36.25	$ 29.50 -	$ 42.62
	$ 105.80	N/A	7/1/2026	6/30/2027	3.00%	$ 37.34	$ 30.39 -	$ 43.89
	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 21.00 -	$ 33.00
	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 21.63 -	$ 33.99
	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 22.28 -	$ 35.01
	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 22.95 -	$ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 23.64 -	$ 37.14

	$ 169.00	$ 253.50	7/1/2022	6/30/2023		$ 59.64	$ 52.00 - $ 66.00
ontract	$ 174.07	$ 261.11	7/1/2023	6/30/2024	3.00%	$ 61.43	$ 53.56 - $ 67.98
oses,	$ 179.29	$ 268.94	7/1/2024	6/30/2025	3.00%	$ 63.28	$ 55.17 - $ 70.02
ate)	$ 184.67	$ 277.01	7/1/2025	6/30/2026	3.00%	$ 65.17	$ 56.82 - $ 72.12
	$ 190.21	$ 285.32	7/1/2026	6/30/2027	3.00%	$ 67.13	$ 58.53 - $ 74.28
	$ 154.00	$ 231.00	7/1/2022	6/30/2023		$ 54.35	$ 49.00 - $ 60.00
ontract	$ 158.62	$ 237.93	7/1/2023	6/30/2024	3.00%	$ 55.98	$ 50.47 - $ 61.80
oses,	$ 163.38	$ 245.07	7/1/2024	6/30/2025	3.00%	$ 57.66	$ 51.98 - $ 63.65
ate)	$ 168.28	$ 252.42	7/1/2025	6/30/2026	3.00%	$ 59.39	$ 53.54 - $ 65.56
	$ 173.33	$ 259.99	7/1/2026	6/30/2027	3.00%	$ 61.17	$ 55.15 - $ 67.53
	$ 148.00	$ 222.00	7/1/2022	6/30/2023		$ 52.23	$ 46.00 - $ 58.00
ontract	$ 152.44	$ 228.66	7/1/2023	6/30/2024	3.00%	$ 53.80	$ 47.38 - $ 59.74
oses,	$ 157.01	$ 235.52	7/1/2024	6/30/2025	3.00%	$ 55.41	$ 48.80 - $ 61.53
ate)	$ 161.72	$ 242.59	7/1/2025	6/30/2026	3.00%	$ 57.08	$ 50.27 - $ 63.38
	$ 166.58	$ 249.86	7/1/2026	6/30/2027	3.00%	$ 58.79	$ 51.77 - $ 65.28
	$ 104.00	$ 156.00	7/1/2022	6/30/2023		$ 36.70	$ 27.00 - $ 43.00
ontract	$ 107.12	$ 160.68	7/1/2023	6/30/2024	3.00%	$ 37.81	$ 27.81 - $ 44.29
oses,	$ 110.33	$ 165.50	7/1/2024	6/30/2025	3.00%	$ 38.94	$ 28.64 - $ 45.62
ate)	$ 113.64	$ 170.47	7/1/2025	6/30/2026	3.00%	$ 40.11	$ 29.50 - $ 46.99
	$ 117.05	$ 175.58	7/1/2026	6/30/2027	3.00%	$ 41.31	$ 30.39 - $ 48.40
	$ 169.00	$ 253.50	7/1/2022	6/30/2023		$ 59.64	$ 52.00 - $ 66.00
ontract	$ 174.07	$ 261.11	7/1/2023	6/30/2024	3.00%	$ 61.43	$ 53.56 - $ 67.98
oses,	$ 179.29	$ 268.94	7/1/2024	6/30/2025	3.00%	$ 63.28	$ 55.17 - $ 70.02
ate)	$ 184.67	$ 277.01	7/1/2025	6/30/2026	3.00%	$ 65.17	$ 56.82 - $ 72.12
	$ 190.21	$ 285.32	7/1/2026	6/30/2027	3.00%	$ 67.13	$ 58.53 - $ 74.28
	$ 318.00	$ 477.00	7/1/2022	6/30/2023		$ 112.23	$ 98.00 - $ 126.00
ontract	$ 327.54	$ 491.31	7/1/2023	6/30/2024	3.00%	$ 115.60	$ 100.94 - $ 129.78
oses,	$ 337.37	$ 506.05	7/1/2024	6/30/2025	3.00%	$ 119.06	$ 103.97 - $ 133.67
ate)	$ 347.49	$ 521.23	7/1/2025	6/30/2026	3.00%	$ 122.64	$ 107.09 - $ 137.68
	$ 357.91	$ 536.87	7/1/2026	6/30/2027	3.00%	$ 126.32	$ 110.30 - $ 141.81
	$ 422.00	$ 633.00	7/1/2022	6/30/2023		$ 148.93	$ 125.00 - $ 181.00
ontract	$ 434.66	$ 651.99	7/1/2023	6/30/2024	3.00%	$ 153.40	$ 128.75 - $ 186.43
oses,	$ 447.70	$ 671.55	7/1/2024	6/30/2025	3.00%	$ 158.00	$ 132.61 - $ 192.02
ate)	$ 461.13	$ 691.70	7/1/2025	6/30/2026	3.00%	$ 162.74	$ 136.59 - $ 197.78
	$ 474.96	$ 712.45	7/1/2026	6/30/2027	3.00%	$ 167.63	$ 140.69 - $ 203.72

	$ 266.00	N/A	7/1/2022	6/30/2023		$ 93.88	$ 87.00 - $ 100.00
	$ 273.98	N/A	7/1/2023	6/30/2024	3.00%	$ 96.69	$ 89.61 - $ 103.00
	$ 282.20	N/A	7/1/2024	6/30/2025	3.00%	$ 99.59	$ 92.30 - $ 106.09
	$ 290.67	N/A	7/1/2025	6/30/2026	3.00%	$ 102.58	$ 95.07 - $ 109.27
	$ 299.39	N/A	7/1/2026	6/30/2027	3.00%	$ 105.66	$ 97.92 - $ 112.55
	$ 246.00	N/A	7/1/2022	6/30/2023		$ 86.82	$ 83.00 - $ 94.00
	$ 253.38	N/A	7/1/2023	6/30/2024	3.00%	$ 89.42	$ 85.49 - $ 96.82
	$ 260.98	N/A	7/1/2024	6/30/2025	3.00%	$ 92.11	$ 88.05 - $ 99.72
	$ 268.81	N/A	7/1/2025	6/30/2026	3.00%	$ 94.87	$ 90.70 - $ 102.72
	$ 276.88	N/A	7/1/2026	6/30/2027	3.00%	$ 97.72	$ 93.42 - $ 105.80
	$ 232.00	N/A	7/1/2022	6/30/2023		$ 81.88	$ 75.00 - $ 89.00
	$ 238.96	N/A	7/1/2023	6/30/2024	3.00%	$ 84.33	$ 77.25 - $ 91.67
	$ 246.13	N/A	7/1/2024	6/30/2025	3.00%	$ 86.86	$ 79.57 - $ 94.42
	$ 253.51	N/A	7/1/2025	6/30/2026	3.00%	$ 89.47	$ 81.95 - $ 97.25
	$ 261.12	N/A	7/1/2026	6/30/2027	3.00%	$ 92.15	$ 84.41 - $ 100.17
	$ 201.00	N/A	7/1/2022	6/30/2023		$ 70.94	$ 63.00 - $ 77.00
	$ 207.03	N/A	7/1/2023	6/30/2024	3.00%	$ 73.07	$ 64.89 - $ 79.31
	$ 213.24	N/A	7/1/2024	6/30/2025	3.00%	$ 75.26	$ 66.84 - $ 81.69
	$ 219.64	N/A	7/1/2025	6/30/2026	3.00%	$ 77.52	$ 68.84 - $ 84.14
	$ 226.23	N/A	7/1/2026	6/30/2027	3.00%	$ 79.84	$ 70.91 - $ 86.66
	$ 155.00	N/A	7/1/2022	6/30/2023		$ 54.70	$ 42.00 - $ 80.00
	$ 159.65	N/A	7/1/2023	6/30/2024	3.00%	$ 56.34	$ 43.26 - $ 82.40
	$ 164.44	N/A	7/1/2024	6/30/2025	3.00%	$ 58.03	$ 44.56 - $ 84.87
	$ 169.37	N/A	7/1/2025	6/30/2026	3.00%	$ 59.78	$ 45.89 - $ 87.42
	$ 174.45	N/A	7/1/2026	6/30/2027	3.00%	$ 61.57	$ 47.27 - $ 90.04
	$ 141.00	N/A	7/1/2022	6/30/2023		$ 49.76	$ 37.00 - $ 56.00
	$ 145.23	N/A	7/1/2023	6/30/2024	3.00%	$ 51.26	$ 38.11 - $ 57.68
	$ 149.59	N/A	7/1/2024	6/30/2025	3.00%	$ 52.79	$ 39.25 - $ 59.41
	$ 154.07	N/A	7/1/2025	6/30/2026	3.00%	$ 54.38	$ 40.43 - $ 61.19
	$ 158.70	N/A	7/1/2026	6/30/2027	3.00%	$ 56.01	$ 41.64 - $ 63.03
	$ 111.00	N/A	7/1/2022	6/30/2023		$ 39.17	$ 32.00 - $ 45.00
	$ 114.33	N/A	7/1/2023	6/30/2024	3.00%	$ 40.35	$ 32.96 - $ 46.35
	$ 117.76	N/A	7/1/2024	6/30/2025	3.00%	$ 41.56	$ 33.95 - $ 47.74
	$ 121.29	N/A	7/1/2025	6/30/2026	3.00%	$ 42.81	$ 34.97 - $ 49.17
	$ 124.93	N/A	7/1/2026	6/30/2027	3.00%	$ 44.09	$ 36.02 - $ 50.65

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	$ 89.00	N/A	7/1/2022	6/30/2023		$ 31.41	$ 26.00 -	$ 37.00
	$ 91.67	N/A	7/1/2023	6/30/2024	3.00%	$ 32.35	$ 26.78 -	$ 38.11
	$ 94.42	N/A	7/1/2024	6/30/2025	3.00%	$ 33.32	$ 27.58 -	$ 39.25
	$ 97.25	N/A	7/1/2025	6/30/2026	3.00%	$ 34.32	$ 28.41 -	$ 40.43
	$ 100.17	N/A	7/1/2026	6/30/2027	3.00%	$ 35.35	$ 29.26 -	$ 41.64
	$ 63.00	N/A	7/1/2022	6/30/2023		$ 22.23	$ 16.00 -	$ 27.00
	$ 64.89	N/A	7/1/2023	6/30/2024	3.00%	$ 22.90	$ 16.48 -	$ 27.81
	$ 66.84	N/A	7/1/2024	6/30/2025	3.00%	$ 23.59	$ 16.97 -	$ 28.64
	$ 68.84	N/A	7/1/2025	6/30/2026	3.00%	$ 24.30	$ 17.48 -	$ 29.50
	$ 70.91	N/A	7/1/2026	6/30/2027	3.00%	$ 25.02	$ 18.01 -	$ 30.39
	$ 320.00	N/A	7/1/2022	6/30/2023		$ 112.94	$ 104.00 -	$ 121.00
	$ 329.60	N/A	7/1/2023	6/30/2024	3.00%	$ 116.32	$ 107.12 -	$ 124.63
	$ 339.49	N/A	7/1/2024	6/30/2025	3.00%	$ 119.81	$ 110.33 -	$ 128.37
	$ 349.67	N/A	7/1/2025	6/30/2026	3.00%	$ 123.41	$ 113.64 -	$ 132.22
	$ 360.16	N/A	7/1/2026	6/30/2027	3.00%	$ 127.11	$ 117.05 -	$ 136.19
	$ 292.00	N/A	7/1/2022	6/30/2023		$ 103.05	$ 94.00 -	$ 110.00
	$ 300.76	N/A	7/1/2023	6/30/2024	3.00%	$ 106.15	$ 96.82 -	$ 113.30
	$ 309.78	N/A	7/1/2024	6/30/2025	3.00%	$ 109.33	$ 99.72 -	$ 116.70
	$ 319.08	N/A	7/1/2025	6/30/2026	3.00%	$ 112.61	$ 102.72 -	$ 120.20
	$ 328.65	N/A	7/1/2026	6/30/2027	3.00%	$ 115.99	$ 105.80 -	$ 123.81
	$ 254.00	N/A	7/1/2022	6/30/2023		$ 89.64	$ 76.00 -	$ 97.00
	$ 261.62	N/A	7/1/2023	6/30/2024	3.00%	$ 92.33	$ 78.28 -	$ 99.91
	$ 269.47	N/A	7/1/2024	6/30/2025	3.00%	$ 95.10	$ 80.63 -	$ 102.91
	$ 277.55	N/A	7/1/2025	6/30/2026	3.00%	$ 97.95	$ 83.05 -	$ 105.99
	$ 285.88	N/A	7/1/2026	6/30/2027	3.00%	$ 100.89	$ 85.54 -	$ 109.17
	$ 224.00	N/A	7/1/2022	6/30/2023		$ 79.05	$ 66.00 -	$ 87.00
	$ 230.72	N/A	7/1/2023	6/30/2024	3.00%	$ 81.43	$ 67.98 -	$ 89.61
	$ 237.64	N/A	7/1/2024	6/30/2025	3.00%	$ 83.87	$ 70.02 -	$ 92.30
	$ 244.77	N/A	7/1/2025	6/30/2026	3.00%	$ 86.39	$ 72.12 -	$ 95.07
	$ 252.11	N/A	7/1/2026	6/30/2027	3.00%	$ 88.98	$ 74.28 -	$ 97.92
	$ 198.00	N/A	7/1/2022	6/30/2023		$ 69.88	$ 55.00 -	$ 80.00
	$ 203.94	N/A	7/1/2023	6/30/2024	3.00%	$ 71.98	$ 56.65 -	$ 82.40
	$ 210.06	N/A	7/1/2024	6/30/2025	3.00%	$ 74.13	$ 58.35 -	$ 84.87
	$ 216.36	N/A	7/1/2025	6/30/2026	3.00%	$ 76.36	$ 60.10 -	$ 87.42
	$ 222.85	N/A	7/1/2026	6/30/2027	3.00%	$ 78.65	$ 61.90 -	$ 90.04

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	$ 170.00	N/A	7/1/2022	6/30/2023		$ 60.00	$ 52.00 - $ 66.00
	$ 175.10	N/A	7/1/2023	6/30/2024	3.00%	$ 61.80	$ 53.56 - $ 67.98
	$ 180.35	N/A	7/1/2024	6/30/2025	3.00%	$ 63.65	$ 55.17 - $ 70.02
	$ 185.76	N/A	7/1/2025	6/30/2026	3.00%	$ 65.56	$ 56.82 - $ 72.12
	$ 191.34	N/A	7/1/2026	6/30/2027	3.00%	$ 67.53	$ 58.53 - $ 74.28
	$ 150.00	N/A	7/1/2022	6/30/2023		$ 52.94	$ 47.00 - $ 59.00
	$ 154.50	N/A	7/1/2023	6/30/2024	3.00%	$ 54.53	$ 48.41 - $ 60.77
	$ 159.13	N/A	7/1/2024	6/30/2025	3.00%	$ 56.16	$ 49.86 - $ 62.59
	$ 163.91	N/A	7/1/2025	6/30/2026	3.00%	$ 57.85	$ 51.36 - $ 64.47
	$ 168.83	N/A	7/1/2026	6/30/2027	3.00%	$ 59.58	$ 52.90 - $ 66.41
	$ 132.00	N/A	7/1/2022	6/30/2023		$ 46.59	$ 41.00 - $ 52.00
*contract	$ 135.96	N/A	7/1/2023	6/30/2024	3.00%	$ 47.98	$ 42.23 - $ 53.56
*oses,	$ 140.04	N/A	7/1/2024	6/30/2025	3.00%	$ 49.42	$ 43.50 - $ 55.17
*ate)	$ 144.24	N/A	7/1/2025	6/30/2026	3.00%	$ 50.91	$ 44.80 - $ 56.82
	$ 148.57	N/A	7/1/2026	6/30/2027	3.00%	$ 52.43	$ 46.15 - $ 58.53
	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 33.00 - $ 44.00
*contract	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 33.99 - $ 45.32
*oses,	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 35.01 - $ 46.68
*ate)	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 36.06 - $ 48.08
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 37.14 - $ 49.52
	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 20.00 - $ 33.00
*contract	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 20.60 - $ 33.99
*oses,	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 21.22 - $ 35.01
*ate)	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 21.85 - $ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 22.51 - $ 37.14
	$ 299.00	N/A	7/1/2022	6/30/2023		$ 105.52	$ 105.00 - $ 140.00
	$ 307.97	N/A	7/1/2023	6/30/2024	3.00%	$ 108.69	$ 108.15 - $ 144.20
	$ 317.21	N/A	7/1/2024	6/30/2025	3.00%	$ 111.95	$ 111.39 - $ 148.53
	$ 326.73	N/A	7/1/2025	6/30/2026	3.00%	$ 115.31	$ 114.74 - $ 152.98
	$ 336.53	N/A	7/1/2026	6/30/2027	3.00%	$ 118.77	$ 118.18 - $ 157.57
	$ 359.00	N/A	7/1/2022	6/30/2023		$ 126.70	$ 97.00 - $ 113.00
	$ 369.77	N/A	7/1/2023	6/30/2024	3.00%	$ 130.50	$ 99.91 - $ 116.39
	$ 380.86	N/A	7/1/2024	6/30/2025	3.00%	$ 134.42	$ 102.91 - $ 119.88
	$ 392.29	N/A	7/1/2025	6/30/2026	3.00%	$ 138.45	$ 105.99 - $ 123.48
	$ 404.06	N/A	7/1/2026	6/30/2027	3.00%	$ 142.60	$ 109.17 - $ 127.18

	$ 267.00	N/A	7/1/2022	6/30/2023		$ 94.23	$ 75.00 - $ 107.00
	$ 275.01	N/A	7/1/2023	6/30/2024	3.00%	$ 97.06	$ 77.25 - $ 110.21
	$ 283.26	N/A	7/1/2024	6/30/2025	3.00%	$ 99.97	$ 79.57 - $ 113.52
	$ 291.76	N/A	7/1/2025	6/30/2026	3.00%	$ 102.97	$ 81.95 - $ 116.92
	$ 300.51	N/A	7/1/2026	6/30/2027	3.00%	$ 106.06	$ 84.41 - $ 120.43
	$ 244.00	N/A	7/1/2022	6/30/2023		$ 86.11	$ 70.00 - $ 96.00
	$ 251.32	N/A	7/1/2023	6/30/2024	3.00%	$ 88.70	$ 72.10 - $ 98.88
	$ 258.86	N/A	7/1/2024	6/30/2025	3.00%	$ 91.36	$ 74.26 - $ 101.85
	$ 266.63	N/A	7/1/2025	6/30/2026	3.00%	$ 94.10	$ 76.49 - $ 104.90
	$ 274.62	N/A	7/1/2026	6/30/2027	3.00%	$ 96.92	$ 78.79 - $ 108.05
	$ 224.00	N/A	7/1/2022	6/30/2023		$ 79.05	$ 70.00 - $ 107.00
	$ 230.72	N/A	7/1/2023	6/30/2024	3.00%	$ 81.43	$ 72.10 - $ 110.21
	$ 237.64	N/A	7/1/2024	6/30/2025	3.00%	$ 83.87	$ 74.26 - $ 113.52
	$ 244.77	N/A	7/1/2025	6/30/2026	3.00%	$ 86.39	$ 76.49 - $ 116.92
	$ 252.11	N/A	7/1/2026	6/30/2027	3.00%	$ 88.98	$ 78.79 - $ 120.43
	$ 207.00	N/A	7/1/2022	6/30/2023		$ 73.06	$ 53.00 - $ 88.00
*:ontract	$ 213.21	N/A	7/1/2023	6/30/2024	3.00%	$ 75.25	$ 54.59 - $ 90.64
oses,	$ 219.61	N/A	7/1/2024	6/30/2025	3.00%	$ 77.50	$ 56.23 - $ 93.36
:ate)	$ 226.19	N/A	7/1/2025	6/30/2026	3.00%	$ 79.83	$ 57.91 - $ 96.16
	$ 232.98	N/A	7/1/2026	6/30/2027	3.00%	$ 82.22	$ 59.65 - $ 99.04
	$ 204.00	N/A	7/1/2022	6/30/2023		$ 72.00	$ 51.00 - $ 88.00
*:ontract	$ 210.12	N/A	7/1/2023	6/30/2024	3.00%	$ 74.16	$ 52.53 - $ 90.64
oses,	$ 216.42	N/A	7/1/2024	6/30/2025	3.00%	$ 76.38	$ 54.11 - $ 93.36
:ate)	$ 222.92	N/A	7/1/2025	6/30/2026	3.00%	$ 78.67	$ 55.73 - $ 96.16
	$ 229.60	N/A	7/1/2026	6/30/2027	3.00%	$ 81.03	$ 57.40 - $ 99.04
	$ 148.00	N/A	7/1/2022	6/30/2023		$ 52.23	$ 37.00 - $ 64.00
	$ 152.44	N/A	7/1/2023	6/30/2024	3.00%	$ 53.80	$ 38.11 - $ 65.92
	$ 157.01	N/A	7/1/2024	6/30/2025	3.00%	$ 55.41	$ 39.25 - $ 67.90
	$ 161.72	N/A	7/1/2025	6/30/2026	3.00%	$ 57.08	$ 40.43 - $ 69.93
	$ 166.58	N/A	7/1/2026	6/30/2027	3.00%	$ 58.79	$ 41.64 - $ 72.03
	$ 78.00	N/A	7/1/2022	6/30/2023		$ 27.53	$ 21.00 - $ 33.00
	$ 80.34	N/A	7/1/2023	6/30/2024	3.00%	$ 28.35	$ 21.63 - $ 33.99
	$ 82.75	N/A	7/1/2024	6/30/2025	3.00%	$ 29.20	$ 22.28 - $ 35.01
	$ 85.23	N/A	7/1/2025	6/30/2026	3.00%	$ 30.08	$ 22.95 - $ 36.06
	$ 87.79	N/A	7/1/2026	6/30/2027	3.00%	$ 30.98	$ 23.64 - $ 37.14

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	$ 470.00	N/A	7/1/2022	6/30/2023		$ 165.87	$ 170.00 -	$ 180.00
	$ 484.10	N/A	7/1/2023	6/30/2024	3.00%	$ 170.85	$ 175.10 -	$ 185.40
	$ 498.62	N/A	7/1/2024	6/30/2025	3.00%	$ 175.98	$ 180.35 -	$ 190.96
	$ 513.58	N/A	7/1/2025	6/30/2026	3.00%	$ 181.26	$ 185.76 -	$ 196.69
	$ 528.99	N/A	7/1/2026	6/30/2027	3.00%	$ 186.69	$ 191.34 -	$ 202.59
	$ 470.00	N/A	7/1/2022	6/30/2023		$ 165.87	$ 170.00 -	$ 180.00
	$ 484.10	N/A	7/1/2023	6/30/2024	3.00%	$ 170.85	$ 175.10 -	$ 185.40
	$ 498.62	N/A	7/1/2024	6/30/2025	3.00%	$ 175.98	$ 180.35 -	$ 190.96
	$ 513.58	N/A	7/1/2025	6/30/2026	3.00%	$ 181.26	$ 185.76 -	$ 196.69
	$ 528.99	N/A	7/1/2026	6/30/2027	3.00%	$ 186.69	$ 191.34 -	$ 202.59
	$ 273.00	N/A	7/1/2022	6/30/2023		$ 96.35	$ 85.00 -	$ 103.00
	$ 281.19	N/A	7/1/2023	6/30/2024	3.00%	$ 99.24	$ 87.55 -	$ 106.09
	$ 289.63	N/A	7/1/2024	6/30/2025	3.00%	$ 102.22	$ 90.18 -	$ 109.27
	$ 298.31	N/A	7/1/2025	6/30/2026	3.00%	$ 105.28	$ 92.88 -	$ 112.55
	$ 307.26	N/A	7/1/2026	6/30/2027	3.00%	$ 108.44	$ 95.67 -	$ 115.93
	$ 176.00	N/A	7/1/2022	6/30/2023		$ 62.11	$ 50.00 -	$ 70.00
	$ 181.28	N/A	7/1/2023	6/30/2024	3.00%	$ 63.98	$ 51.50 -	$ 72.10
	$ 186.72	N/A	7/1/2024	6/30/2025	3.00%	$ 65.90	$ 53.05 -	$ 74.26
	$ 192.32	N/A	7/1/2025	6/30/2026	3.00%	$ 67.87	$ 54.64 -	$ 76.49
	$ 198.09	N/A	7/1/2026	6/30/2027	3.00%	$ 69.91	$ 56.28 -	$ 78.79
	$ 150.00	N/A	7/1/2022	6/30/2023		$ 52.94	$ 37.00 -	$ 65.00
	$ 154.50	N/A	7/1/2023	6/30/2024	3.00%	$ 54.53	$ 38.11 -	$ 66.95
	$ 159.13	N/A	7/1/2024	6/30/2025	3.00%	$ 56.16	$ 39.25 -	$ 68.96
	$ 163.91	N/A	7/1/2025	6/30/2026	3.00%	$ 57.85	$ 40.43 -	$ 71.03
	$ 168.83	N/A	7/1/2026	6/30/2027	3.00%	$ 59.58	$ 41.64 -	$ 73.16
	$ 176.00	N/A	7/1/2022	6/30/2023		$ 62.11	$ 53.00 -	$ 68.00
	$ 181.28	N/A	7/1/2023	6/30/2024	3.00%	$ 63.98	$ 54.59 -	$ 70.04
	$ 186.72	N/A	7/1/2024	6/30/2025	3.00%	$ 65.90	$ 56.23 -	$ 72.14
	$ 192.32	N/A	7/1/2025	6/30/2026	3.00%	$ 67.87	$ 57.91 -	$ 74.31
	$ 198.09	N/A	7/1/2026	6/30/2027	3.00%	$ 69.91	$ 59.65 -	$ 76.53
	$ 123.00	N/A	7/1/2022	6/30/2023		$ 43.41	$ 35.00 -	$ 49.00
	$ 126.69	N/A	7/1/2023	6/30/2024	3.00%	$ 44.71	$ 36.05 -	$ 50.47
	$ 130.49	N/A	7/1/2024	6/30/2025	3.00%	$ 46.05	$ 37.13 -	$ 51.98
	$ 134.41	N/A	7/1/2025	6/30/2026	3.00%	$ 47.43	$ 38.25 -	$ 53.54
	$ 138.44	N/A	7/1/2026	6/30/2027	3.00%	$ 48.86	$ 39.39 -	$ 55.15

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	$ 138.00	N/A	7/1/2022	6/30/2023		$ 48.70	$ 42.00 -	$ 55.00
	$ 142.14	N/A	7/1/2023	6/30/2024	3.00%	$ 50.16	$ 43.26 -	$ 56.65
	$ 146.40	N/A	7/1/2024	6/30/2025	3.00%	$ 51.67	$ 44.56 -	$ 58.35
	$ 150.80	N/A	7/1/2025	6/30/2026	3.00%	$ 53.22	$ 45.89 -	$ 60.10
	$ 155.32	N/A	7/1/2026	6/30/2027	3.00%	$ 54.82	$ 47.27 -	$ 61.90
	$ 110.00	N/A	7/1/2022	6/30/2023		$ 38.82	$ 32.00 -	$ 44.00
	$ 113.30	N/A	7/1/2023	6/30/2024	3.00%	$ 39.99	$ 32.96 -	$ 45.32
	$ 116.70	N/A	7/1/2024	6/30/2025	3.00%	$ 41.19	$ 33.95 -	$ 46.68
	$ 120.20	N/A	7/1/2025	6/30/2026	3.00%	$ 42.42	$ 34.97 -	$ 48.08
	$ 123.81	N/A	7/1/2026	6/30/2027	3.00%	$ 43.69	$ 36.02 -	$ 49.52
	$ 109.00	N/A	7/1/2022	6/30/2023		$ 38.47	$ 33.00 -	$ 44.00
	$ 112.27	N/A	7/1/2023	6/30/2024	3.00%	$ 39.62	$ 33.99 -	$ 45.32
	$ 115.64	N/A	7/1/2024	6/30/2025	3.00%	$ 40.81	$ 35.01 -	$ 46.68
	$ 119.11	N/A	7/1/2025	6/30/2026	3.00%	$ 42.04	$ 36.06 -	$ 48.08
	$ 122.68	N/A	7/1/2026	6/30/2027	3.00%	$ 43.30	$ 37.14 -	$ 49.52
	$ 84.00	N/A	7/1/2022	6/30/2023		$ 29.65	$ 24.00 -	$ 35.00
	$ 86.52	N/A	7/1/2023	6/30/2024	3.00%	$ 30.53	$ 24.72 -	$ 36.05
	$ 89.12	N/A	7/1/2024	6/30/2025	3.00%	$ 31.45	$ 25.46 -	$ 37.13
	$ 91.79	N/A	7/1/2025	6/30/2026	3.00%	$ 32.39	$ 26.23 -	$ 38.25
	$ 94.54	N/A	7/1/2026	6/30/2027	3.00%	$ 33.37	$ 27.01 -	$ 39.39
	$ 128.00	N/A	7/1/2022	6/30/2023		$ 45.17	$ 34.00 -	$ 53.00
	$ 131.84	N/A	7/1/2023	6/30/2024	3.00%	$ 46.53	$ 35.02 -	$ 54.59
	$ 135.80	N/A	7/1/2024	6/30/2025	3.00%	$ 47.93	$ 36.07 -	$ 56.23
	$ 139.87	N/A	7/1/2025	6/30/2026	3.00%	$ 49.36	$ 37.15 -	$ 57.91
	$ 144.07	N/A	7/1/2026	6/30/2027	3.00%	$ 50.84	$ 38.27 -	$ 59.65
	$ 84.00	N/A	7/1/2022	6/30/2023		$ 29.65	$ 20.00 -	$ 37.00
	$ 86.52	N/A	7/1/2023	6/30/2024	3.00%	$ 30.53	$ 20.60 -	$ 38.11
	$ 89.12	N/A	7/1/2024	6/30/2025	3.00%	$ 31.45	$ 21.22 -	$ 39.25
	$ 91.79	N/A	7/1/2025	6/30/2026	3.00%	$ 32.39	$ 21.85 -	$ 40.43
	$ 94.54	N/A	7/1/2026	6/30/2027	3.00%	$ 33.37	$ 22.51 -	$ 41.64
	$ 164.00	N/A	7/1/2022	6/30/2023		$ 57.88	$ 48.00 -	$ 64.00
	$ 168.92	N/A	7/1/2023	6/30/2024	3.00%	$ 59.62	$ 49.44 -	$ 65.92
	$ 173.99	N/A	7/1/2024	6/30/2025	3.00%	$ 61.40	$ 50.92 -	$ 67.90
	$ 179.21	N/A	7/1/2025	6/30/2026	3.00%	$ 63.25	$ 52.45 -	$ 69.93
	$ 184.58	N/A	7/1/2026	6/30/2027	3.00%	$ 65.14	$ 54.02 -	$ 72.03

	$ 141.00	N/A	7/1/2022	6/30/2023		$ 49.76	$ 38.00 -	$ 58.00
	$ 145.23	N/A	7/1/2023	6/30/2024	3.00%	$ 51.26	$ 39.14 -	$ 59.74
	$ 149.59	N/A	7/1/2024	6/30/2025	3.00%	$ 52.79	$ 40.31 -	$ 61.53
	$ 154.07	N/A	7/1/2025	6/30/2026	3.00%	$ 54.38	$ 41.52 -	$ 63.38
	$ 158.70	N/A	7/1/2026	6/30/2027	3.00%	$ 56.01	$ 42.77 -	$ 65.28
	$ 120.00	N/A	7/1/2022	6/30/2023		$ 42.35	$ 34.00 -	$ 48.00
	$ 123.60	N/A	7/1/2023	6/30/2024	3.00%	$ 43.62	$ 35.02 -	$ 49.44
	$ 127.31	N/A	7/1/2024	6/30/2025	3.00%	$ 44.93	$ 36.07 -	$ 50.92
	$ 131.13	N/A	7/1/2025	6/30/2026	3.00%	$ 46.28	$ 37.15 -	$ 52.45
	$ 135.06	N/A	7/1/2026	6/30/2027	3.00%	$ 47.67	$ 38.27 -	$ 54.02

ɔy staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

(1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

ırly rate. For classifications only, enter the average hourly rate for that classification.

vage with an asterisks (*)

f this Exhibit

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Cost Proposal 2
Specific Rate of Compensation (On-Call or As-Needed Contracts)

, Inc. ■ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Contract No. _____ Date: 11/3/2022

)THER DIRECT COST ITEMS (Add additional pages as necessary)

em	Quantity	Unit	Unit Cost	Total
		Miles	IRS Rate	$ -
		Sheet	Cost	$ -
		Sheet	Cost	$ -
		Each	Cost	$ -
		Each	Cost	$ -
		Each	Cost	$ -
		Cost	Cost	$ -
		Cost	Cost	$ -
:iates				$ -
ions				$ -
ering Group				$ -

s. These costs should be competitive in their respective industries and supported with appropriate documentations.
ntly billed regardless of client and contract type.
se, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
nbursed at actual cost with supporting documentation (invoice)
red "tools of the trade" are not reimburseable as other direct cost.
ved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

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Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Proceedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management and Administration of Engineering and Design Related Service
6. 48 Ccode of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: R. Matt Brogan

Title *: Vice President

Signature: R.M. Brogan

Date of Certification: 11/3/2022

Email: mbrogan@markthomas.com

Phone number: (916) 381-9100

Address: 701 University Avenue, Suite 200, Sacramento, CA 95825

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

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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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/3/2023

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 Asero Insurance Services 200 N. Almaden Blvd. 3rd Floor San Jose, CA 95110 www.aseroins.com License No. 0A91339	CONTACT NAME: Asero Insurance Services PHONE (A/C, No, Ext): 866-966-8928 FAX (A/C, No): 408-271-1802 E-MAIL ADDRESS: certs@aseroins.com
INSURED Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose CA 95134	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Valley Forge Insurance Company — 20508 INSURER B: Continental Casualty Company — 20443 INSURER C: Continental Insurance Company — 35289 INSURER D: National Fire Insurance Co of Hartford — 20478 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 73290792 **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	✓	✓	6078951385	9/15/2022	9/15/2023	EACH OCCURRENCE	$1,000,000
	☐ CLAIMS-MADE ☑ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	Deductible - None						MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	☐ POLICY ☑ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	✓	✓	6078951371	9/15/2022	9/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Ded: $1,000	$
C	✓ UMBRELLA LIAB ✓ OCCUR			6078951399	9/15/2022	9/15/2023	EACH OCCURRENCE	$9,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$9,000,000
	☐ DED ☐ RETENTION $0						Deductible - None	$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	✓	6078951418	9/15/2022	9/15/2023	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (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
A	Leased,Borrowed Or Rented Equipment			6078951385	9/15/2022	9/15/2023	Per Item Limit: $200,000 Per Occurrence Limit: $200,000	
A	Restoration of Media Coverage (Valuable Papers)			6078951385	9/15/2022	9/15/2023	Limit/ Deductible: $1,000,000/$5,000	

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

22-00231
Re: Mariposa Co- On Call A&E
County of Mariposa its officers, officials, employees, and volunteers, named as additional insureds

The Workers Compensation / Employers Liability Deductible is none.

CERTIFICATE HOLDER

22-00231

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

Joe Longwello

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AGENCY CUSTOMER ID: MARKT-1

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Asero Insurance Services	Mark Thomas & Company, Inc. 2833 Junction Avenue, Ste 110 San Jose CA 95134
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: County of Mariposa

ADDRESS: 4639 Ben Hur Road Mariposa, CA 95338

Commercial General Liability Blanket Additional Insured - Owners, Lessees Or Contractors - With Products-Completed Operations Coverage Endorsement and Primary and Noncontributory Insurance as required by written contract per attached form CNA75079XX (10-16).

Commercial General Liability Waiver Of Transfer Of Rights Of Recovery Against Others To The Insurer Endorsement as required by written contract per attached form CNA75008XX (10-16).

Commercial Auto Liability Additional Insured - Primary And Non-Contributory as required by written contract per attached form CNA71527XX (Ed. 10/12).

Commercial Auto Liability Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) as required by written contract per attached form CA 04 44 10 13.

Workers' Compensation Blanket Waiver Of Our Right To Recover From Others as required by written contract per attached form G-19160-B (Ed. 11/97).

*Subject To Policies Terms, Conditions, and Exclusions

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ATTACHMENT

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CNA

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

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

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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CNA

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6078951385
Endorsement No:
Effective Date: 09/15/2022

Insured Name: MARK THOMAS & COMPANY, INC.

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CNA

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organizations with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement: 1. Is in effect or becomes effective during the term of this policy; and 2. Was executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard.**

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6078951385
Effective Date: 09/15/2022

Insured Name: MARK THOMAS & COMPANY, INC.

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ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
"Any person or organization that you are required by written contract to make an additional insured under this insurance is an "insured", but only with respect to that person or organization's legal liability for acts or omissions of a person who qualifies as an "insured" for Liability Coverage under Section II – Who Is An Insured of this Coverage Form."

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

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POLICY NUMBER: 6078951371

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MARK THOMAS & COMPANY, INC.

Endorsement Effective Date: 09/15/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization with whom you have agreed in writing in a contract or agreement to waive any right of recovery against such person or organization, but only if the contract or agreement: 1. Is in effect or becomes effective during the term of this policy; and 2. Was executed prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One – Workers' Compensation Insurance G. Recovery From Others** and **Part Two – Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

DocuSign

Certificate Of Completion

Envelope Id: FF78E8F9B104496CBD059F7AFC6C611E
Status: Completed
Subject: Complete with DocuSign: PW- Agreement -Mark Thomas - On Call Eng Services 3-6-23.pdf
Source Envelope:
Document Pages: 49
Signatures: 4
Envelope Originator:
Certificate Pages: 5
Initials: 1
Mariposa Clerk of the Board
AutoNav: Enabled
5100 Bullion St FL 2
EnvelopeId Stamping: Enabled
Mariposa, CA 95338
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
Clerk-bos@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
3/6/2023 2:47:47 PM
Holder: Mariposa Clerk of the Board
Clerk-bos@mariposacounty.org
Location: DocuSign
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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: 3/6/2023 2:49:54 PM Viewed: 3/6/2023 3:36:27 PM Signed: 3/6/2023 3:36:39 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 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 3:36:42 PM Viewed: 3/6/2023 3:39:36 PM Signed: 3/6/2023 3:40:01 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: 3/6/2023 3:40:04 PM Viewed: 3/6/2023 5:05:42 PM Signed: 3/6/2023 5:06:08 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Ed Noriega enoriega@markthomas.com Division Manager - Associate Principal Mark Thomas and Company, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by: Ed Noriega D3204E678B6B4DF... Signature Adoption: Pre-selected Style Using IP Address: 98.238.211.55	Sent: 3/6/2023 5:06:11 PM Resent: 3/7/2023 7:38:10 AM Viewed: 3/7/2023 12:58:41 PM Signed: 3/7/2023 1:00:04 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 3/7/2023 12:58:41 PM ID: 3c5ec909-296a-4387-baba-05465a41897f		
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 1:00:08 PM Viewed: 3/7/2023 1:01:17 PM Signed: 3/7/2023 1:01:24 PM

Electronic Record and Signature Disclosure:
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	3/6/2023 2:49:55 PM
Certified Delivered	Security Checked	3/7/2023 1:01:17 PM
Signing Complete	Security Checked	3/7/2023 1:01:24 PM
Completed	Security Checked	3/7/2023 1:01:24 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 2025-237

MEETING: June 17, 2025

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve a Memorandum of Understanding (MOU), with The CrisCom Company, for funding of projects identified by the Sheriff's Office; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU), with The CrisCom Company, for funding of projects identified by the Sheriff's Office; and Authorize the Board of Supervisors Chair to Sign the MOU.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved MOU's similar to this in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, the Sheriff's Office can miss out on funding opportunities.

FINANCIAL IMPACT

None, this has been requested from the FY26 budget.

ATTACHMENTS

1. **Updated MOU Sheriff's Office 25-26**

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

MEMORANDUM OF UNDERSTANDING
April 10, 2025
Prepared for
Mariposa County Sheriff's Department
Honorable Jeremy Briese
jbriese@mariposacounty.org

SCOPE OF WORK

The CrisCom Company will continue to use our best efforts with comprehensive government advocacy services for the Mariposa County Sheriff's Office as their state and federal advocates. The CrisCom Company will continue to position the Mariposa County Sheriff's Office with elected officials, staff and agencies in Sacramento and Washington, DC as needed, to obtain funding for projects identified by the Mariposa County Sheriff's Office, namely expanding their headquarters. In addition to our advocacy services, The CrisCom Company will continue to notify the Mariposa County Sheriff's Office of potential grant funding opportunities for their consideration. Lastly, The CrisCom Company will continue to update the Mariposa County Board of Supervisors and County Executive Officer on our efforts and progress on a regular basis.

COMPENSATION AND COST

The CrisCom Company will agree that the fee for our services shall be $6,000 per month. This fee will be in advance of services to be rendered. All reimbursable expenses over $50 (including travel costs) shall be pre-approved by the Mariposa County Sheriff's Office. CrisCom will not ask for reimbursement of ordinary business expenses, such as parking and delivery charges.

The CrisCom Company's Federal Tax ID Number is: 95-4628989.

TERM

This agreement will continue to commence on July 1, 2025 through June 30, 2026. Either party may terminate this relationship with or without cause on a 30-day written notice.

_____

Rosemarie Smallcombe Date
Board of Supervisors

_____

Mr. Charles H. Jelloian Date
President & Chief Executive Officer
The CrisCom Company

COUNTERSIGNED:

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Walter W. Wall
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-238

MEETING:	June 17, 2025
TO:	The Board of Supervisors
FROM:	Courtney Morrow, Treasurer/Tax Collector/County Clerk
RE:	Authorize the Request for Approval to Sell Tax-Defaulted Property Subject to the Power of Sales at Online Auction Scheduled for August 22, 2025

RECOMMENDATION AND JUSTIFICATION

Authorize the Request for Approval to Sell Tax-Defaulted Property Subject to the Power of Sales at Online Auction Scheduled for August 22, 2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved the sale of tax-defaulted properties in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action will result in no sale of tax defaulted parcels.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Request for Approval to Sell 2025 ONLINE**
2. **Sale List August 22, 2025 REVISED**

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

REQUEST FOR APPROVAL TO SELL TAX-DEFAULTED PROPERTY SUBJECT TO THE POWER OF SALE AT ONLINE TAX AUCTION August 22, 2025

June 17, 2025

To the Honorable Board of Supervisors

MARIPOSA County, State of California

Your approval to sell AT ONLINE AUCTION, for the stated minimum price,

the tax-defaulted property that is subject to the power of sale and described on the attached schedule, in accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, is respectfully requested. County has been unable to sell these parcels at the annual auctions and are re-selling these at the lowest minimum bid price to stimulate offers.

COURTNEY PROGNER MORROW
Tax Collector

_____

APPROVAL BY BOARD OF SUPERVISORS

Pursuant to the above notice and request, approval for said sale is hereby granted. The tax collector is directed to sell the property described in said Notice as provided for by law, pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code.

The foregoing was approved by the Board of Supervisors of MARIPOSA County,

the 17th day of JUNE 2025.

ATTEST:

_____ (seal)
Clerk of the Board of Supervisors

By _____
Deputy

Date: _____

SCO 8-02 (1-01)

2025 Re-SALE LIST

For 5-Year Tax Defaulted Properties
Auction Scheduled for August 22, 2025
ON-LINE @ www.govease.com

ITEM No.	APN LAST ASSESSEE MINIMUM BID	TAX ID/DEFAULT # Property Status	DOCUMENT # YEAR DEFAULTED
1	021-130-038-000 AMPER, ARNEL/ELMA V 9784 TORITO WAY $4,485.09	DEF-090-000-005 LAND ONLY SPECIAL ASSESSMENTS	2055088 2008/2009
2	021-230-009-000 AMERICAN REAL ESTATE, INC 9682 FACHADA WAY $14,251.81	DEF-130-000-009 LAND ONLY	2060522 2012/2013
3	021-230-019-000 VELAZQUEZ, VERONICA 9676 FACHADA WAY $14,714.83	DEF-140-000-004 LAND ONLY SPECIAL ASSESSMENTS	20130847 2013/2014
4	021-240-008-000 TRUJILLO, MICHAEL B 9640 FACHADA WAY $9,923.02	DEF-170-000-006 LAND ONLY SPECIAL ASSESSMENTS	20173356 2016/2017
5	021-240-011-000 DELA CUADRA, ROBERTO Z. 9652 FACHADA WAY $19,168.76	DEF-090-000-004 LAND ONLY SPECIAL ASSESSMENTS	2035381 2008/2009
6	021-240-017-000 NGUYEN, DZUNG A/THU L 9669 FACHADA WAY $19,172.07	DEF-090-000-003 LAND ONLY SPECIAL ASSESSMENTS	2055083 2008/2009
7	021-240-021-000 NVISION CAPITAL ADVISORS 9657 FACHADA WAY $11,468.94	DEF-150-000-002 LAND ONLY SPECIAL ASSESSMENTS	20151792 2014/2015
8	021-250-013-000 REINHARDT, ROBERT/SHARON 9120 CAPULLO CIR $14,119.84	DEF-130-000-008 LAND ONLY SPECIAL ASSESSMENTS	2011843 2012/2013
9	021-250-016-000 KULCSAR, TERESITA PAYUMO LOT 1563 *UNASSIGNED* $12,079.54	DEF-140-000-003 LAND ONLY SPECIAL ASSESSMENTS	2033518/19 2013/2014
10	021-250-017-000 VILORIA, FLORENTINO Q/LILIA A LOT 1564 *UNASSIGNED* $22,538.68	DEF-070-000-003 LAND ONLY SPECIAL ASSESSMENTS	2036633 2006/2007
11	021-250-022-000 CONSOLIDATED RELIANCE INC 9109 CAPULLO CIR $12,534.50	DEF-140-000-002 LAND ONLY SPECIAL ASSESSMENTS	20134289 2013/2014
12	021-260-006-000 BUTLER, SHAVONE 9158 BANDERILLA DR $14,017.03	DEF-130-000-007 LAND ONLY SPECIAL ASSESSMENTS	20212026 2012/2013
13	021-270-001-000 MARTINEZ, TITO 9169 BANDERILLA DR	DEF-100-000-057 LAND ONLY SPECIAL ASSESSMENTS	2056616 2009/2010

	$17,741.90		
14	021-290-020-000 SCHUHMANN, J DAN/MELANIE 2270 GOLFITO WAY $18,999.77	DEF-070-000-002 LAND ONLY SPECIAL ASSESSMENTS	2082607 2006/2007
15	021-310-011-000 CORIA, SERGIO/SAN JUANITA 9763 CARACOL CIR $14,548.94	DEF-090-000-002 LAND ONLY SPECIAL ASSESSMENTS	2073772 2008/2009
16	021-310-014-000 SANTANA, MOSES 9757 CARACOL CIR $6,950.33	DEF-160-000-001 LAND ONLY SPECIAL ASSESSMENTS	20160134 2015/2016
17	021-310-017-000 CARRILLO, RAFAEL/ANA M 9766 CARACOL CIR $15,315.10	DEF-110-000-033 LAND ONLY SPECIAL ASSESSMENTS	2104700 2010/2011
18	021-310-022-000 VELAZQUEZ, VERONICA 9788 CARACOL CIR $12,612.99	DEF-140-000-001 LAND ONLY SPECIAL ASSESSMENTS	20130849 2013/2014
19	021-310-024-000 CRUZ, MELNORA TAN 9794 CARACOL CIR $8,132.51	DEF-180-000-001 LAND ONLY SPECIAL ASSESSMENTS	20204057 2017/2018
20	021-360-010-000 ROSEVILLE ORTHOPEDIC GROUP SURGERY & SPORTS MEDICINE PENSION PLAN, THOMAS H BURTON M.D., TRUSTEE LOT 10 *UNASSIGNED* $20,928.81	DEF-070-000-001 LAND ONLY SPECIAL ASSESSMENTS	973409 2006/2007
21	021-360-021-000 DE LEON, AZUCENA LOT 78 *UNASSIGNED* $17,540.63	DEF-100-000-038 LAND ONLY SPECIAL ASSESSMENTS	2092321 2009/2010
22	021-370-021-000 ALCANTARA, GLORIA LOT 61 *UNASSIGNED* $15,620.06	DEF-100-000-019 LAND ONLY SPECIAL ASSESSMENTS	2084702 2009/2010
23	021-370-028-000 BERCILLA, ALFREDO A/VESTA N LOT 68 *UNASSIGNED* $16,439.11	DEF-110-000-027 LAND ONLY SPECIAL ASSESSMENTS	2093091 2010/2011
24	021-370-038-000 SHERIDAN, JAMES M LOT 85 *UNASSIGNED* $15,154.10	DEF-120-000-006 LAND ONLY SPECIAL ASSESSMENTS	2084155 2011/2012
25	021-370-039-000 SHERIDAN, JAMES M LOT 86 *UNASSIGNED* $15,154.10	DEF-120-000-005 LAND ONLY SPECIAL ASSESSMENTS	2084155 2011/2012
26	021-370-040-000 SHERIDAN, JAMES M LOT 87 *UNASSIGNED* $15,154.10	DEF-120-000-004 LAND ONLY SPECIAL ASSESSMENTS	2084155 2011/2012
27	021-370-041-000 SHERIDAN, JAMES M LOT 88 *UNASSIGNED* $15,154.10	DEF-120-000-003 LAND ONLY SPECIAL ASSESSMENTS	2084155 2011/2012
28	021-380-015-000 REAL ESTATE FUNDING LLC LOT 54 *UNASSIGNED*	DEF-130-000-006 LAND ONLY SPECIAL ASSESSMENTS	2083908 2012/2013

	$14,155.12		
29	021-380-016-000 REAL ESTATE FUNDING LLC LOT 55 *UNASSIGNED* $14,155.12	DEF-130-000-005 LAND ONLY SPECIAL ASSESSMENTS	2083908 2012/2013
30	021-380-017-000 REAL ESTATE FUNDING LLC LOT 56 *UNASSIGNED* $14,216.44	DEF-130-000-004 LAND ONLY SPECIAL ASSESSMENTS	2083908 2012/2013
31	021-380-018-000 REAL ESTATE FUNDING LLC LOT 57 *UNASSIGNED* $14,155.12	DEF-130-000-003 LAND ONLY SPECIAL ASSESSMENTS	2083908 2012/2013
32	021-380-019-000 REAL ESTATE FUNDING LLC LOT 58 *UNASSIGNED* $14,155.12	DEF-130-000-002 LAND ONLY SPECIAL ASSESSMENTS	2083908 2012/2013
33	021-380-020-000 REAL ESTATE FUNDING LLC LOT 59 *UNASSIGNED* $14,155.12	DEF-130-000-001 LAND ONLY SPECIAL ASSESSMENTS	2083908 2012/2013

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission

MEETING: June 17, 2025

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution Allocating the Transportation Development Act (TDA) Funds for Fiscal Year 2024-25

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Allocating the Transportation Development Act (TDA) Funds for Fiscal Year 2024-25.

The Local Transportation Commission (LTC) annually allocates Transportation Development Act (TDA) revenues from the Local Transportation Fund to the eligible departments. This Resolution formally approves the transfer of funds that were approved in the adoption of the Fiscal Year 2024-25 Budget.

Revenue for the Local Transportation Fund (Fund #3031) is provided by 1/4 percent of the State sales tax and must be used for transit-related purposes.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Commission has recognized and approved similar resolutions each fiscal year. The Fiscal Year 2023-24 allocation was approved on June 18, 2024 (Resolution #LTC-24-009 #24-009).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the TDA funds are not formally allocated by the LTC, the revenue would not be available in several County Divisions to cover budgeted expenditures.

FINANCIAL IMPACT

Funding will be transferred out of the Local Transportation Fund #3031 to the following Funds: Pedestrian/Bikeway Fund #3034 ($8,000): Transit Fund #6605 ($24,000): Regional Transit Services Fund #1011 ($191,000): Unmet Needs Fund #3033 ($13,200): Roads Fund #3300 ($280,146).

ATTACHMENTS

1. LTC Annual TDA Resolution FY 24-25

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
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
LOCAL TRANSPORTATION COMMISSION

RESOLUTION NO. LTC _____

A RESOLUTION ALLOCATING TRANSPORTATION DEVELOPMENT ACT FUND REVENUES FOR THE 2024-2025 FISCAL YEAR

WHEREAS, the Mariposa County Local Transportation Commission is the Regional Transportation Planning Agency; and,

WHEREAS, the Commission is authorized to accept claims against and make allocations from the Local Transportation Fund; and,

WHEREAS, the County budgeted for administrative, planning and transit activities for the 2024-2025 Fiscal Year; and,

WHEREAS, the Commission made findings in accordance with Public Utilities Code Section 99401-5 at the time of the June 10th, 2025, Unmet Needs Hearing.

NOW THEREFORE, BE IT RESOLVED by the Mariposa County Local Transportation Commission that the Transportation Development Act Funds for the 2024-2025 Fiscal Year in the amount of $516,346 be allocated within Mariposa County as follows:

1. Administration $ 0
   Article 3, Section 99233.1 & 99233.2, Public Utilities Code, Div. 10, Part II, Chapter 4

2. Transportation Planning $ 0
   Article 3, Section 99233.2 Public Utilities Code, Div. 10, Part II, Chapter 4

3. Pedestrian/Bikeway $ 8,000
   Article 3, Section 99233.3 Public Utilities Code, Div. 10, Part II, Chapter 4

4. Mariposa County Transit System including Meditrans $ 24,000
   Article 4.5, Section 99275 Public Utilities Code, Div. 10, Part II, Chapter 4

5. Regional Transit Services including contracts for YARTS $ 191,000
   Article 8, Section 99400c Public Utilities Code, Div. 10, Part II, Chapter 4

6. Unmet Needs $ 13,200
   Article 8, Section 99401.5 Public Utilities Code, Div. 10, Part II, Chapter 4

7. Mariposa County Streets and Roads $ 280,146
   Article 8, Section 99402 Public Utilities Code, Div. 10, Part II, Chapter 4

PASSED AND ADOPTED by the Mariposa County Local Transportation Commission this 17th day of June, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Danette Toso, Chair
Mariposa County Local Transportation Commission

ATTEST:

_____
Danielle Bondshu, Clerk of Board

APPROVED AS TO FORM:

_____
Walter W. Wall, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Information Item

MEETING:	June 17, 2025
TO:	The Board of Supervisors
FROM:	Rosemarie Smallcombe, District I Supervisor
RE:	Receive an Annual Presentation from Cara Goger, Executive Director of the Mariposa County Arts Council

---

RECOMMENDATION AND JUSTIFICATION

Receive an Annual Presentation from Cara Goger, Executive Director of the Mariposa County Arts Council.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a presentation from the Arts Council Annually as they receive grant funds from the County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not hear an update from an important County partner.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Arts Council_BoS Presentation 2025**

Mariposa Arts Council

Presentation for the
Mariposa County Board of Supervisors

June 17, 2025

OUR MISSION

The Mariposa County Arts Council, Inc. (MCACI) is an incorporated non-profit organization and our mission is to promote and support all forms of the cultural arts, for all ages, throughout Mariposa County.

WHAT IS AN ARTS COUNCIL?

A liaison between county government and the California Arts Council (CAC).

- Ensure state grants programs are designed to serve the needs of all Californians and state funding is distributed in a geographically equitable manner
- Engage in community development through the arts and contribute to creative placemaking activities
- Conduct cultural assessment, planning and policy development as informed by community stakeholders
- Foster local, regional and statewide partnerships and collaborations
- Engage in programs that promote arts advocacy efforts at the local, state, or national level
- Provide and/or support rigorous and relevant arts learning (preK-12, adult education, creative aging, etc.)
- Facilitate economic development efforts that support the creative economy through arts industries and creative placemaking
- Provide technical assistance and capacity building for other arts organizations and cultural activities in the county
- If applicable, provide regranting, financial support, and/or fiscal sponsorship to cultural organizations or artists
- If applicable, provide stewardship of a community's art collection(s)
- If applicable, manage a public art program
- If applicable, manage one of more cultural facilities in the county
- If applicable, produce or present cultural programming

IN SCHOOL PROGRAMMING

Artists in the Schools

A multi-month residency program in which trained teaching artists deliver arts learning experiences in concert with, at least, one other academic subject. Offered in every Mariposa County Unified 5th grade classroom.

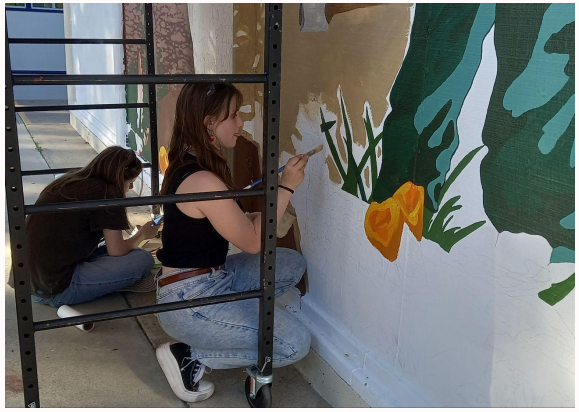
SITE+VISION

A visual literacy program for all Mariposa County Unified School District high schoolers that provides field trips for students to major visual art exhibitions in Sacramento, Central Valley and the Bay Area. This is a partnership program with Mariposa County Office of Education.

Poetry Out Loud

A national poetry recitation contest that challenges high school students to learn poetry through recitation and performance. This is a partnership program with participating high schools throughout the County.

CREATIVE YOUTH DEVELOPMENT



Art + Environmental Day Camps

Free, place-based, outdoor + arts education programming during spring and summer breaks for Mariposa County Unified School District and Sierra Foothill Charters School students (TK-6 grade) led by teaching artists, scientists, outdoor educators and culture keepers. This is a partnership program with Sierra Foothill Conservancy.

JumpStArts

Weekly artist-in-residency program, running year round, for at-risk youth prioritizing pro-social mentorship and healthy physical, social and mental health outcomes. This is a partnership program with the Alliance for Community Transformations.

.

Youth Workforce Development/

Student Mural Program and Music on the Green Youth Artists

A program offering employment, authentic learning experiences, and artist mentorship opportunities to high school aged students looking to build their professional portfolio and work experience.

ADULT PROGRAMMING

> *The poetry class is a great way to give inmates the opportunity to express themselves. I am severely mentally ill and for me art therapy is a God-send. Most of us don't want to talk about what's in our heads and some don't even know what's in there. Art is a way to get it out without talking.*" - Arts in Corrections program participant

I am from the Cosmos
Where Light and Time converge
And space and plasma merge
I carry the Universe
In my eternal womb
I have seen a trillion sparks
And spoke the Holy Word
While dreaming of a place
No one has ever heard
I remember Earth
Where human life emerged
I stand with the explorers
And walk toward the endless moon
This is my poem
A story of my tomb

\- *Participant Poetry*

Arts in Corrections

Poetry writing and literacy program for incarcerated individuals at the Mariposa County Corrections Facility. This is a partnership program with the Mariposa County Sheriff's Office.

Arts & Aging

Series of six artist residences with the Mariposa Senior Center and the Mariposa Arts Council. Each 6-week workshop focused on a different media of art, including watercolor, photography, music, and more.

CREATIVE PLACEMAKING

These projects are informed and driven by community input, supported by partnerships and in direct alignment community goals and County priorities identified in:

- The County's General Plan,
- The Economic Vitality Strategy,
- Creative Placemaking Strategy,
- Mariposa Town Plan,
- Community Health Assessment,
- Mariposa Creek Parkway Master Plan
- The Mariposa County Office of Education Strategic Arts Education Plan
- The forthcoming Agricultural and Working Landscape Conservation Plan

Cultural Week of Action

A cultural event series spanning one week welcoming community members to participate and learn about contemporary tribal practices and Federal Acknowledgement.

***Wakaaləttiʼ* Our Creek - Restoring Land, Healing Community**

New documentary film produced by Amanda Law of Lovely Films that documents, over time, the restoration efforts on the Mariposa Creek Parkway, showcasing the ecological and cultural revitalization of this critical riparian landscape and the collaborative work of the local community.

CREATIVE PLACEMAKING

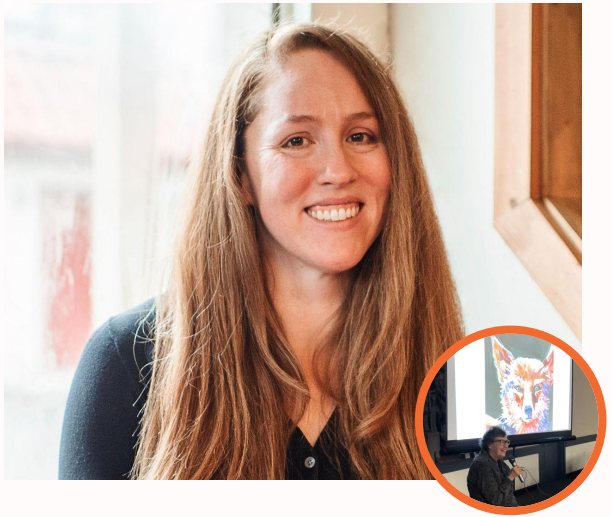
COMMUNITY PROGRAMMING

Music on the Green

Free, summer music concerts series every Friday and Saturday night at the Mariposa County Art Park. This series features folk, bluegrass, rock, jazz, reggae, county, world, electronic musicians and bands hailing from the Sierra Nevada, Central Valley and Bay Area, bringing together both local and visiting concert goers of all ages.

> *“I believe music is a lifeblood — as important as friends, family and nature — feeding our souls, bringing joy and evoking so many emotions and memories. Music is deeply personal, universally communal and serves as a great convener, as evidenced by the Music on the Green program.”*
>
> - Music on the Green Sponsor, 2022

GRANT PROGRAM



The Mariposa County Arts Council's Art + Community grant program, funded by the County of Mariposa, supports artists and grassroots organizations using art projects and cultural programming to achieve community goals or to serve, uplift and represent underserved populations in Mariposa County.

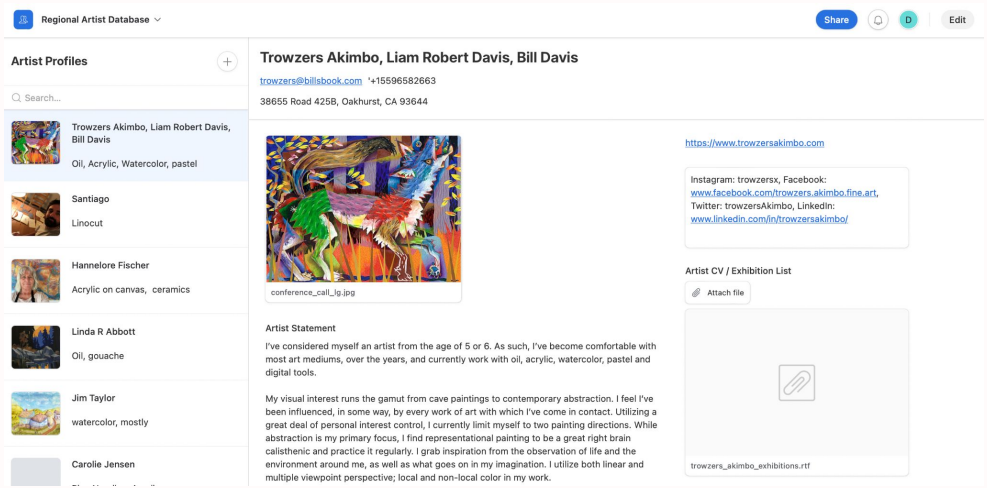
2025 Awarded Projects

- Gail Dreifus | The Mariposa Ukulele Ensemble
- Anna Friedland | Foothill Arts + Lecture Series
- James Rhodes | Art Therapy for Veterans

TECHNICAL ASSISTANCE

Supporting Local Artists and Arts Organizations

The Mariposa County Arts Council provides resources and technical assistance for local artists and grassroots organizations such as: a regional artist database; help developing grant applications and proposals; information about financial resources for artists, and, a grant program for local organizations and artists doing good work in the community.



SMITHSONIAN RURAL INITIATIVE

“Working with local leaders to identify specific needs, the Smithsonian is expand programming and resources in regions where the need is greatest. Through our Rural Initiative, the Smithsonian is provide space and resources to strategically collaborate with rural organizations around the country. As much as we seek to share, we aim to learn even more from communities.”

Smithsonian Identified Priorities

+ Cultural Preservation
+ Access to Arts & Culture
+ Access to Education and Resources
+ Career Readiness & Internships
+ America 250

POLICY, PLANNING & ADVOCACY

South Arts Creative Placemaking Leadership Summit
Atlanta

CA Arts Education Summit: Small Places and Rural Spaces
Sacramento

Arts Leadership and Advocacy Seminar
Washington DC

California Arts & Cultural Summit & Arts Advocacy Day
Sacramento

Smithsonian Rural Leaders Summit
Washington DC

I deeply appreciate the Arts Council's ability to thoughtfully see the big community picture and understand how ***arts and culture can be in service*** *to the serious issues facing Mariposa, the larger Central Sierra region and the state. For rural and urban communities struggling with chronic capacity shortages, the Mariposa County Arts Council provides a great example of how scrappy innovation and warm, meaningful collaboration with nontraditional partners can have a big impact.*

Excerpt from letter of support,
Pamela Flick (2023)

CONTACT US

goger@mariposaartscouncil.org
www.mariposaartscouncil.org
(209) 966 - 3155

Instagram: MariposaArts
Facebook: Mariposa Arts Council

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-239

MEETING: June 17, 2025

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Consider Approval or Denial of a Fee Waiver Request for Frost Shop Marketplace Project for all Permit Applications Required for the Entirety of their Project, Including a Conditional Use Permit and Design Review

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RECOMMENDATION AND JUSTIFICATION

Consider Approval or Denial of a Fee Waiver Request for Frost Shop Marketplace Project for all Permit Applications Required for the Entirety of their Project, Including a Conditional Use Permit and Design Review.

The fees for the above processes are established to cover all direct and indirect County costs associated with processing an application or permit. The fee schedule, adopted by Board of Supervisors resolution, does not contain any provisions for requested fee waivers.

Staff have not made a recommendation for approval or denial of the request, as there is no adopted Board policy to guide staff. Staff recommends that the Board make findings regarding the public benefit of the project, including economic development and tourism, if a fee waiver is desired.

On April 30th, 2025, the Planning Department received an email from Xaver Dubois, Founder of the Frost Shop Marketplace, requesting that development fees be waived for all related project actions due to the project's public benefit and its status as a non-profit.

The Frost Shop Marketplace proposes an open-air marketplace located at 5087 Highway 140, between 9th and 10th Streets in Mariposa and would operate between about April and November every year. The Frost Shop Marketplace application proposes no permanent structures and would include a variety of food trucks, vendors, farm stands, and a dining area. The project also proposes entertainment, such as live music and art exhibitions, in addition to workshops and demonstrations. Overall, the project proposes to be a resource to both the local community and tourists to stimulate local business growth, enhance the local economy, foster community engagement, and celebrate Mariposa's heritage and cultural diversity.

*Please see attachments.

BACKGROUND AND HISTORY OF BOARD ACTIONS

No previous Board actions have occurred on this request.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatives: The Board can approve, deny, or modify the requested waiver.

Negative action or denying the fee waiver would mean that the project proponents of the Frost Shop Marketplace would need to pay the full costs of processing the Conditional Use Permit and Design Review for their proposed project, which requires an application amount of approximately $4,023.

FINANCIAL IMPACT

The Conditional Use Permit and Design Review applications are a combination of flat fees and cost accounting. Cost accounting means that the applicant pays a deposit towards the time and materials to process their application and would need to pay additional amounts should staff time exceed the deposit. Should staff time to process the project be less, the County would provide a refund to the applicant of the unused amount.

Should a fee waiver be granted, this would mean that all relevant County staff, including the Planning Department, Public Works, County Fire, and Environmental Health, would work on this project at no charge to the applicant. The costs of processing this application would essentially be a cost to the General Fund.

The project would require a Conditional Use Permit, which costs a total of $3,839. Additionally, the Design Review application would cost a total of $184. The total cost of all applications would total at least $4,023. It is important to note that, dependent on the time it requires for processing, the cost accounting fees could be more than the initial application cost total.

ATTACHMENTS

1. **Attachment A - Frost Shop Marketplace Fee Waiver Request**
2. **Attachment B - Frost Shop Marketplace Project Description**
3. **Attachment C - Frost Shop Marketplace Site Plan**
4. **Frost Shop Overview - Handout Received During Board Meeting**

VOTE RESULT

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

Effective 12/9/24 all Mariposa County Building Permits, Environmental Health Well & Septic Permits, Planning Applications will be processed using the new Mariposa Development Services Permit Center System.

You can submit applications online from wherever you are! OR You can submit at Development Services front counter and we will help you submit your permit applications with the new system. We are here to help! If you have questions, just give us a call or e-mail using the contact information below.

We encourage appointments to assist you better so just let us know if you would like to set an appointment. Applicants may experience processing delays in the first few weeks after initial implementation.

Thank you for your patience during this time.

CLICK HERE TO GET STARTED!

If you need assistance using the system, please contact:
Building Department 209-966-3934 building@mariposacounty.org
Environmental Health Department 209-966-2220 eh@mariposacounty.org
Planning Department 209-966-5151 planningdept@mariposacounty.org

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From: Xav Dubois <xav@kenwoodsolutions.com>
Sent: Wednesday, April 30, 2025 4:42 PM
To: Steve Engfer <sengfer@mariposacounty.org>
Cc: Danielle Bondshu <dbondshu@mariposacounty.org>
Subject: Fueling Our Community: Support Requested for Frost Shop Marketplace

Hi Steve,

I hope you're doing well. I'm writing to ask for your support—and the Planning Department's—to waive the development fees for the Frost Shop Marketplace.

Over the past year, you, Sarah, Polina, and I have mapped out the details of this project. As you know, we're in the final stages of securing our 501(c)(3) status. This is not a personal venture; it's a community-driven nonprofit. By waiving these fees:

- **Local vendors** gain an affordable, stable venue to grow their businesses
- **Mariposa's residents** benefit from fresh local produce, artisan goods, and gathering space
- **Our County** sees expanded economic activity and increased tourism revenues
- **Visitors** experience the very best of Mariposa hospitality

I can say with certainty that Frost Shop Marketplace will ignite new opportunities across our county—some we haven't even imagined yet. We've already invested thousands of dollars and rallied support from the Chamber of Commerce (who has contributed $3,000), the Economic Development Corporation, the Arts Council, the Public Library, and dozens of local businesses and individuals who share our vision.

In addition to the fee waiver, I respectfully request an expedited review process. Because our plan closely mirrors the 2012 Conditional Use Permit—and there's no expiration on those approvals—I believe we can avoid a full reapplication. Streamlining this final step will allow us to open our doors and start delivering benefits immediately.

Steve, I ask for this favor humbly but firmly, knowing that together we can create a lasting, positive impact for Mariposa County. Thank you for considering this request and for all the guidance you've provided so far.

I look forward to your “yes” and to bringing Frost Shop Marketplace to life.

With gratitude and determination,

Xav Dubois
Founder, Frost Shop Marketplace
CEO, Kenwood Solutions Group
Ignite Space Coworking

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Xavier Dubois
CEO Kenwood Solutions Group
SaaS for Entertainment, Transportation, Hospital, Government

p: 415.848.9161 x706 m: 209.813.0403
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Frost Shop Marketplace Project Highlights

Project Overview:

The Frost Shop Marketplace is set to become a vibrant hub in Mariposa County, enhancing economic growth, community engagement, and creative placemaking. Located on Highway 140, it serves as a strategic stop for tourists heading to Yosemite National Park and local residents, providing a platform for local businesses and artisans.

Stakeholders:

- **Mariposa County Officials**
- **Local Vendors and Artisans**
- **Tourists and Residents**
- **Community Organizations**
- **Environmental and Cultural Groups**

Key Metrics:

- **Visitor Engagement:** Targeting engagement from 3.5 million annual visitors to Mariposa County.
- **Vendor Participation:** Hosting 20 vendors, including 5 food trucks.
- **Revenue Projections:**
  - **Daily Revenue:** $8,000
  - **Weekly Revenue:** $48,000
  - **Seasonal Revenue (30 weeks):** $1,440,000
- **Economic Impact:** Projected to generate over $3.7 million in the surrounding economy through multiplier effects.

Timelines:

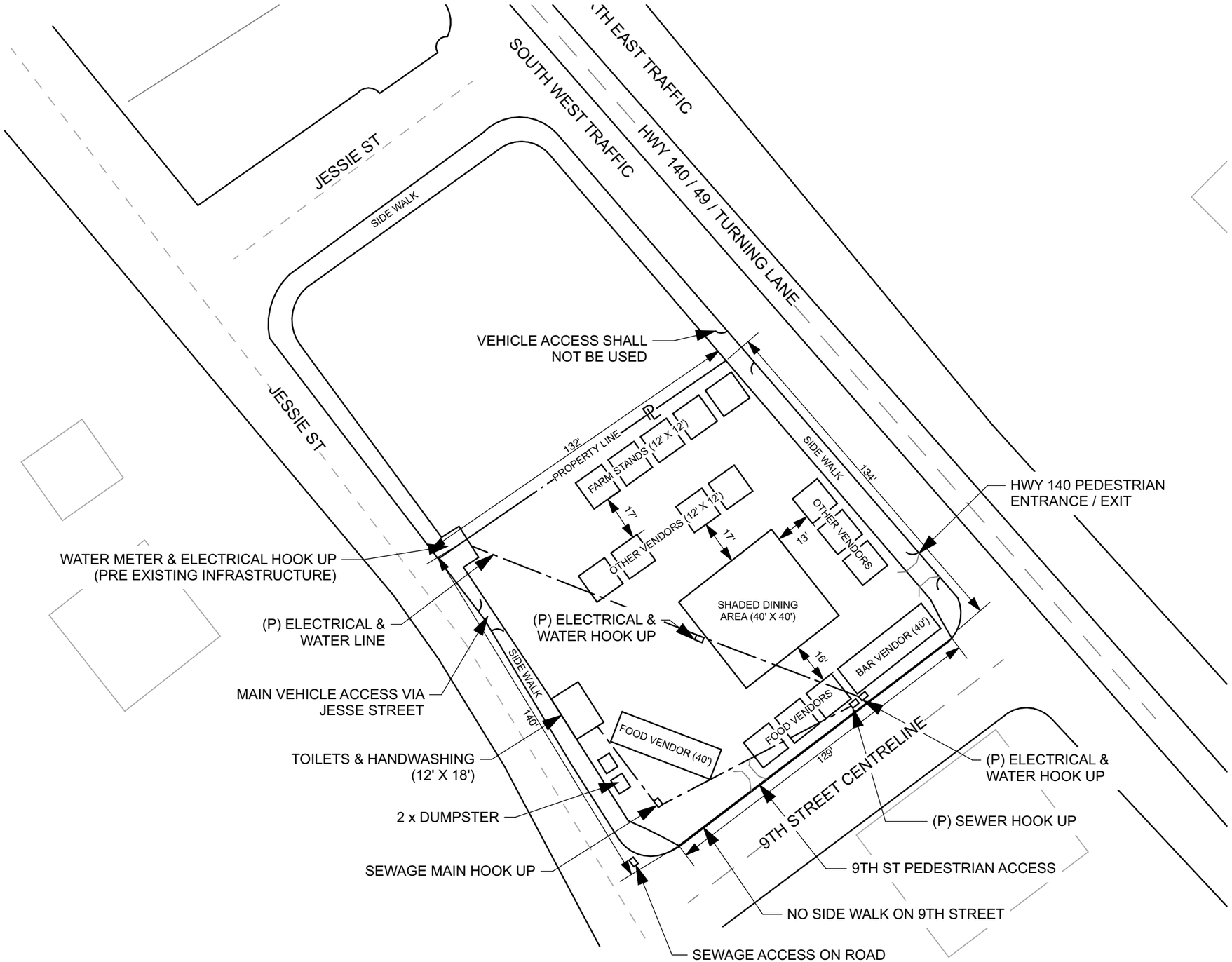
- **Operational Season:** Mid-April to Mid-November
- **Weekly Operations:** Tuesday to Sunday
- **Key Events and Activities:**
  - **Educational Workshops:** Sustainable farming, cooking classes, and artisan demonstrations.
  - **Entertainment:** Live music, art exhibitions, and cultural showcases.
  - **Health Programs:** Yoga, wellness workshops, and health screenings.

Project Goals:

- **Economic Vitality:** Stimulate local business growth and enhance Mariposa's economy.
- **Community Hub:** Foster social interactions and community engagement.

- **Cultural Enrichment:** Celebrate Mariposa's heritage and cultural diversity.
- **Sustainability:** Promote environmentally friendly practices and sustainable living.

Through strategic planning and robust community partnerships, the Frost Shop Marketplace will serve as a catalyst for economic development and social cohesion in Mariposa County.



1 SITE PLAN 1" = 40'

ADDITIONAL SCOPE NOTES:

1. VENDORS ON NORTH AND EAST SIDE OF LOT WILL NOT REQUIRE ELECTRICITY, WATER, OR SEWAGE CONNECTIONS.

2. VENDORS ON SOUTH AND WEST WILL REQUIRE WATER, ELECTRICITY AND SEWAGE CONNECTIONS.

3. PEDESTRIAN ONLY ACCESS FROM HWY 140.

4. VEHICULAR ACCESS FOR VENDORS ONLY VIA JESSE STREET.

5. TRENCHING REQUIRED FOR UTILITIES ON SITE AS SHOWN.

IMAGINE THIS DRAFTING + DESIGN

These plans are provided to the client or their agent, for fair use in the construction of said project. All designs contained herewith remain the property of Imagine This Drafting & Design and cannot be used or reused without express permission.

PROJECT

FROST SHOP DEVELOPMENT

DEVELOPMENT TYPE:

NON PROFIT COMMERCIAL DEVELOPMENT

APN: 013-008-003

PROJECT ADDRESS:

5087 State Hwy 140
MARIPOSA CA 95338
USA

CONTACT / OWNER:

Xavier Dubois

415 517 3290

CONSTRUCTION

N/A

TELEPHONE:

N/A

DESIGN

DESIGN CONTACT:
Christian Zagorski
TELEPHONE:
209-206-8532
EMAIL:
christianz@hey.com

DRAFTSPERSON:
Christian Zagorski

SIGNED:

DATE OF DRAWINGS:

MODEL FILE:
Frost Shop.pln

SHEET

SITE PLAN

The Frost Shop Marketplace: A Mariposa Community Project

Location: 5087 Highway 140, Mariposa, CA 95338
APN: 013-128-003
Organized As: 501(c)(3) Nonprofit

The Frost Shop Marketplace is a seasonal outdoor market and cultural gathering space operated by a registered 501(c)(3) nonprofit, committed to serving the people of Mariposa County. It is being promoted as a Mariposa Community Project—a space built by and for locals, with open invitations to collaborate with local organizations, businesses, service clubs, schools, and county agencies to bring this shared vision to life.

Located directly on Highway 140—the gateway to Yosemite National Park—the site sees more than 3.5 million visitors pass by annually. It represents a rare opportunity to create a vibrant, visible destination that uplifts our economy, celebrates our culture, and brings our community together.

Strategic and Aligned with County Vision

The site is explicitly highlighted in the Mariposa County Creative Placemaking Strategy as a high-impact opportunity for public activation and aligns directly with the Mariposa County General Plan's goals of:

- ✅ Small business development
- ✅ Cultural vitality
- ✅ Infrastructure-ready infill development
- ✅ Community engagement
- ✅ Sustainable tourism

With existing public utilities, sewer, water, and PG&E electrical access, the site is ready for responsible, minimal-impact activation.

2025 Pilot Season: Thursday–Sunday Operations

From July 1 to November 15, 2025 (19 weeks), the Frost Shop Marketplace will operate Thursday through Sunday, with:

- 3 food trucks or prepared food vendors
- 12 local vendors and artisans

Estimated Weekly Revenue:
- Food Vendors: ~$700/day × 3 × 4 days = $8,400
- Other Vendors: ~$300/day × 12 × 4 days = $14,400
- Total Weekly Vendor Revenue: $22,800

Seasonal Revenue (19 Weeks): $433,200
Local Economic Impact (2.6x Multiplier): $1,126,320

Community & Cultural Benefits

More than a market, the Frost Shop Marketplace will be a civic commons where neighbors gather and where visitors are welcomed into the heart of our community. It will offer:

- Hands-on educational workshops (gardening, cooking, arts)
- Live performances, music, and rotating exhibits
- Family games, youth zones, and community art spaces
- Wellness activities and fresh, local food options
- ADA-compliant paths and shaded gathering areas

Evening events will feature soft bistro lighting, bringing warmth, beauty, and extended hours for locals and tourists alike.

Tourism & Local Revenue Alignment

In 2022, Mariposa County welcomed over 3.5 million visitors, who spent $350.6 million—the cornerstone of our economy. With Highway 140 traffic passing directly in front of the Marketplace, this project will encourage visitors to stop, engage, and invest in Mariposa, increasing their length of stay and overall impact.

A Call to Action for Community Partners

As a Mariposa Community Project, the Frost Shop Marketplace is being built through local leadership and collaboration. We are actively seeking partnerships with community organizations, nonprofits, government agencies, service clubs, and local businesses to co-create something extraordinary.

This is an opportunity to transform a vacant lot into a destination that uplifts our economy, our spirit, and our people.

We respectfully request the support of the Mariposa County Board of Supervisors to help make this project a reality for 2025.

Together, let's bring this vision to life.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-240

MEETING: June 17, 2025

TO: The Board of Supervisors

FROM: Larry Pendarvis, Division Chief

RE: Approve the Submittal of the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Application to Fund the Hiring of Permanent County Firefighters for up to $2,520,000; Authorize the Board of Supervisors Chair to Sign the Grant Application and any Supporting Documents Related to the Application (Subject to Approval as to Legal Form by County Counsel); and Discussion and Possible Direction Regarding the Staffing Level Options Funded by the SAFER Grant

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RECOMMENDATION AND JUSTIFICATION

Approve the Submittal of the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Application to Fund the Hiring of Permanent County Firefighters for up to $2,520,000; Authorize the Board of Supervisors Chair to Sign the Grant Application and any Supporting Documents Related to the Application (Subject to Approval as to Legal Form by County Counsel); and Discussion and Possible Direction Regarding the Staffing Level Options Funded by the SAFER Grant.

The FY 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant - Hiring Activity presents an opportunity for fire departments, like Mariposa County Fire, to strengthen fire protection services by creating and hiring permanent, full-time firefighter positions. If awarded, the grant will provide federal funding to cover a majority of the salary and benefits of newly-hired permanent, full-time firefighters during the 3-year grant (75% of funding in years 1 and 2, and 35% of funding in year 3). This funding will allow Mariposa County to establish baseline staffing levels that improve emergency response times, enhance firefighter safety, and ensure greater consistency in service delivery to our communities.

Mariposa County Fire Department, since it began command and control by CAL FIRE in 2017, has operated as a majority volunteer fire department, with the addition of extra-help positions in 2021. While the services of our volunteers and extra help staff have been crucial to the protection of our communities, it has been recommended by current and previous Fire Chiefs that Mariposa County Fire adopt a more permanent and stable solution of firefighter staffing. Permanent, full-time firefighters will provide stability in emergency response, lowering response times on incidents by ensuring firefighters are on-site and ready to act as emergencies arise. Efforts of recruitment and retention of volunteer staff will continue unchanged. Extra help employees will continue to be utilized to support emergency response.

The FY24 SAFER Grant - Hiring Activity acts as a catalyst to bridge the gap between our current service capabilities and our long-term staffing needs, enabling Mariposa County to build a stronger, more

resilient fire service. By reducing our reliance on temporary or volunteer coverage and transitioning toward a more stable staffing model, the County can better protect life, property, and resources across our rural and high-risk areas.

Pending application submittal approval by the Board of Supervisors, Mariposa County Fire requests discussion and possible direction regarding staffing levels. Mariposa County Fire recommends focusing on between 4-6 permanent, full-time firefighters funded by this position, with a specific recommendation of 5 permanent full-time firefighters.

For more information regarding the SAFER grant, please review sections 1-3 (pg 1-15) of the attached "FY24 SAFER NOFO" document.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County applied for and was awarded the SAFER grant in 2008 (Res# 2008-213) to fund recruitment, retention and coordination of volunteer firefighters. Mariposa County applied for and was awarded the SAFER grant in 2013 (Res# 2013-54) for the purposes of hiring extra-help volunteer coordinators, funding stipends for firefighter response and training, and purchasing computer stations for online trainings.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County Fire will not seek funding for permanent, full-time firefighters through the SAFER Grant and will continue to search for other opportunities to achieve a sustainable full-time firefighter staffing model.

FINANCIAL IMPACT

Applying for the SAFER grant has no financial impact to Mariposa County.

If awarded, the SAFER grant requires a match from the County in the following percentages: 25% County match year 1; 25% County match year 2; 65% County match year 3. Depending on the direction of the Board of Supervisors regarding the recommended staffing numbers and salary range options, there is a range of total County match costs of $368,000 - $966,000 over the 3-year term of the grant. (See "SAFER 24 Cost Calculation 1" document). After the 3-year term of the grant expires, Mariposa County will be responsible for the full expense of any created positions retained.

ATTACHMENTS

1. **FY24 SAFER Fact Sheet**
2. **FY24 SAFER FAQ**
3. **SAFER 24 Cost Calculation 1**
4. **FY24 SAFER NOFO**

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

FY 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Program

The Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Program will make available $324 million to fire departments and volunteer firefighter interest organizations to assist fire departments in increasing the number of frontline firefighters.

Overview

The FY 2024 SAFER Program is one of three grant programs that constitute the Department of Homeland Security (DHS) and the Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and related hazards. Since FY 2005, the SAFER Program has awarded approximately $5.8 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters). The FY 2024 SAFER Program will award another $324 million to an estimated 300 eligible fire departments and volunteer firefighter interest organizations to assist fire departments in increasing the number of firefighters to meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards. For more information, see pages 6 - 14 of the FY 2024 SAFER Program Notice of Funding Opportunity (NOFO).

Purpose

The purpose of the SAFER Program is to award grants directly to eligible fire departments and volunteer firefighter interest organizations to assist local fire departments with staffing and deployment capabilities to respond to emergencies. Using a competitive process that is informed by fire service subject-matter experts, grants are awarded to applicants whose requests best address the priorities of the SAFER Program.

Funding

The DHS Appropriations Act, 2024 (Pub. L. No. 118-47) appropriated $324 million to carry out the activities of the SAFER Program. The statute, 15 U.S.C. § 2229a, authorizes the SAFER Program to make competitive grants to fire departments and national, state, local, federally recognized tribal, and non-profit interest organizations representing the interests of volunteer firefighters. No less than 10% of the funding must be awarded to projects under the Recruitment and Retention (R&R) Activity, and 10% of the funding is set aside for awards to volunteer or mostly

volunteer fire departments under the Hiring of Firefighters (Hiring) Activity. For more information, see page 56 - 57 of the FY 2024 SAFER Program NOFO.

Eligibility

Eligible applicants for the FY 2024 SAFER Program include fire departments and national, regional, state, local, federally recognized tribal, and non-profit interest organizations representing the interests of volunteer firefighters operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico[1], or any federally recognized Indian tribe or tribal organization. For more information, see page 9 of the FY 2024 SAFER Program NOFO.

Definitions

- A fire department is an agency or organization that has a formally recognized arrangement with a state, territory, local government, or tribal authority (city, county, parish, fire district, township, town, village or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area.

- A national, state, local, federally recognized tribal, and non-profit interest organization is an organization that supports or represents the interests of firefighters in front of legislative bodies at the local, state, tribal and/or federal level. Such organizations include state or local firefighter and/or fire chiefs' associations, and volunteer firefighter relief organizations and associations.

- A career fire department is a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters (fire departments that provide reimbursement on a paid-on-call basis are considered to be a “combination fire department” for the purposes of the FY 2024 SAFER Program).

- A combination fire department is a fire department that has paid firefighting personnel and volunteer firefighting personnel. A combination fire department must have at least one active firefighter who receives financial compensation for their services (including paid-on-call) and at least one active firefighter who does not receive financial compensation for services, other than life, health, and workers’ compensation insurance.

    - FEMA considers a department to be majority volunteer if more than 50% of its membership is made up of personnel who do not receive financial compensation for their services.

    - FEMA considers a department to be majority career if more than 50% of the active firefighting membership is salaried staff.

- A volunteer fire department is a fire department that has an all-volunteer force of firefighting personnel. To be an all-volunteer force, no member may receive financial compensation (in the form of salary or wages) for their services other than life and health insurance, workers’ compensation insurance, and/or a nominal stipend per call.

[1] The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as “States” in the Federal Fire Prevention and Control Act of 1974.

Program Highlights

Under the FY 2024 SAFER Program, eligible organizations may apply for grants for the following activities:

R&R Activity

- Assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response.

Hiring Activity

- Hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters).

Application Process and Evaluation Criteria

SAFER Program applications are reviewed through a multi-phase process. All complete and eligible applications are electronically pre-scored and ranked based on the substance of the application relative to the established funding priorities. Applications will then undergo further evaluation by a peer review panel, composed of individuals from the fire service and volunteer firefighter interest organizations.

A minimum of three peer review panelists evaluate the applications using the narrative statement, answers to general questions, and answers to activity-specific questions. Each application is judged on its own merits against established criteria and is not compared to other applications.

Applications most consistent with the established SAFER Program funding priorities that score the highest and are determined to be in the "competitive range" will undergo a Technical Review by the FEMA Program Office, which will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility. For more information, see pages 24 - 32 of the FY 2024 SAFER Program NOFO.

Program Coordination

The following entities were involved in developing the FY 2024 SAFER Program guidance:

DHS

- FEMA
- U.S. Fire Administration

Major Fire Service Organizations

- International Association of Fire Chiefs
- International Association of Fire Fighters

- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Services Institute

SAFER Program Resources

For additional information on the FY 2024 SAFER Program, please visit our website at: https://www.fema.gov/grants/preparedness/firefighters/safer.

You may also contact the SAFER Program Help Desk at (866) 274-0960 or firegrants@fema.dhs.gov. The SAFER Program Help Desk is open Monday through Friday, 8 a.m. – 4:30 p.m. E.T.

FY 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Program Frequently Asked Questions

This document addresses Frequently Asked Questions related to the Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Program. Applicants should refer to the FY 2024 SAFER Program Notice of Funding Opportunity (NOFO) for full details and application requirements.

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1. General Program Questions

What is the purpose of the SAFER Program?

The purpose of the SAFER Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist with increasing the number of firefighters to help communities meet industry minimum standards, to attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. The SAFER Program is separated into two activities: Hiring of Firefighters (Hiring) Activity and Recruitment and Retention (R&R) Activity. Using a competitive process that is informed by fire service subject-matter experts, grants in both activities are awarded to applicants whose requests best address the priorities of the FY 2024 SAFER Program.

What changes were made to the SAFER Program since last year?

The FY 2024 SAFER Program NOFO contains changes to definitions, descriptions, and priority categories, including:

- Under Eligibility – Allowable Project Types
    - The Hiring Activity offers grants to support applications to hire new, additional firefighters.
- Under Eligibility – Unallowable Project Types
    - FEMA will not fund any projects, activities, or line items that are covered under a department's normal operating budget.
- Under Eligibility – Cost Sharing Requirement
    - Hiring Activity grant recipients are required to contribute non-federal funds as a cost share.
- Under Eligibility – Cost Share Description, Type and Restrictions
    - In the first and second years of the grant, the amount of federal funding may not exceed 75 percent of the usual annual cost of a first-year firefighter and in the third year of the grant, the amount of federal funding may not exceed 35 percent of the usual annual cost of a first-year firefighter.
- Under Eligibility – Required Information for Verifying Cost Share
    - Applicants are required to certify that their annual budget for fire-related programs and emergency response has not been reduced below 80 percent of the applicant's average funding level in the three years prior to the application date.
- Under Register in FEMA GO: FEMA GO will no longer support Internet Explorer,
- Under Additional Information: Inclusion of Hazard-Resistant Building Codes.
- Under R&R Activity – Eligible Costs:
    - New Member Costs: Eligible physical exam costs for new members now includes initial medial exams; annual physicals; job-related immunizations; behavioral health; and Cancer Screening Programs to meet NFPA 1582.
    - Wellness and Fitness for Existing Members: Eligible subcategories of physical exams for existing members.
    - Employee Assistance Program (EAP) to provide behavioral health training for coping with fire service duties.
- Under Other Information: Extensions to the period of performance are allowed for R&R Activity grants only.

What do I need to know about Environmental Planning and Historic Preservation (EHP)?

SAFER Program projects that involve the installation of supplies/equipment not specifically excluded from a FEMA EHP Review, per the Grant Programs Directorate Programmatic Environmental Assessment, such as ground-disturbing

activities, or modification/renovation of existing buildings or structures, will require an EHP review. Some equipment activities will require an EHP review, as well. Such activities include but are not limited to:

- Building renovations, such as removal of wall or installation of electrical or waterlines;
- Training/exercises in natural settings, such as rope or swift water;
- Installation of LED signs; and
- Any scope of work that involves ground disturbances.

Please see FEMA's EHP Screening form and instructions at EHP Screening Form. EHP policy guidance can be found at Preparedness Grants EHP Compliance webpage. Recipients will be notified of their EHP responsibilities in the grant award package.

It is FEMA policy that actions initiated and/or completed without fulfilling the specific EHP requirements will not be considered for funding.

Who is eligible to apply under the SAFER Program?

Eligible applicants for the SAFER Program include fire departments; any federally recognized Indian tribe or tribal organization; and national, regional, state, local, tribal, and nonprofit interest organizations representing the interests of volunteer firefighters.

How do I determine whether I represent a volunteer, combination, or career fire department or a national, regional, state, local, tribal, and nonprofit volunteer firefighter interest organization?

A volunteer fire department, as defined in 15 U.S.C. § 2229, has an all-volunteer force of firefighting personnel. For a fire department to have an all-volunteer force, no member may receive financial compensation (in the form of salary or wages) for their services other than life and health insurance, workers' compensation insurance, and/or a nominal stipend per call. For the purposes of this SAFER Program, a department whose membership is comprised of all volunteer firefighters, including any paid-on-call firefighters who receive only a nominal stipend, will be considered a volunteer fire department.

A career department, as defined in 15 U.S.C. § 2229, has an all-paid force of firefighting personnel other than paid on-call firefighters. Fire departments that provide reimbursement on a paid-on-call basis are considered a combination fire department for the purposes of this program.

A combination department, as defined in 15 U.S.C. § 2229, has paid firefighting personnel and volunteer firefighting personnel. At a minimum, a combination fire department must have at least one active firefighter who receives financial compensation for services (including paid-on-call) and at least one active firefighter who does not receive financial compensation for services other than life, health, and workers' compensation insurance.

For the purposes of this SAFER Program, a department whose membership is composed of any paid-on-call firefighters who receive more than a nominal stipend will be considered a combination fire department.

FEMA considers a department to be combination majority volunteer if more than 50 percent of its membership is made up of personnel who do not receive financial compensation for services. Departments are considered combination majority career if more than 50% of the active firefighting membership is salaried staff.

A national, regional, state, local, tribal, and nonprofit volunteer firefighter interest organization is defined as an organization that supports or represents the interests of firefighters in front of legislative bodies at the local, state, tribal, and federal level. Such organizations include but are not limited to state or local firefighter and/or fire chiefs' associations, volunteer firefighter relief organizations, and associations. FEMA shall make the final determination as to whether an applicant is an appropriate volunteer firefighter interest group.

Fire departments applying for a regional grant on behalf of itself and other participating fire departments are not considered an interest organization.

What activities may I apply for under the SAFER Program?

The SAFER Program is separated into two activities:

Hiring Activity: Provides federal financial assistance to help fire departments hire new, additional firefighters (or change the status of part-time or paid-on-call firefighters to full-time firefighters). National, regional, state, local, tribal, and nonprofit interest organizations are not eligible to apply for funding under the Hiring Activity.

R&R Activity: Assists volunteer and combination fire departments and national, regional, state, local, federally recognized tribal, and nonprofit interest organizations with the recruitment and/or retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. Career fire departments are not eligible to apply for funding under the R&R Activity.

How many applications may I submit?

Eligible applicants may submit only one application for each eligible activity under the SAFER Program (one under the Hiring Activity and/or one under the R&R Activity). Applicants interested in applying under both the Hiring Activity and the R&R Activity must submit two separate applications, one for each activity. All submissions of duplicate applications may be disqualified.

Applications differ based on the applicant type. For example, the Hiring Activity application will be different from the fire department application for the R&R Activity; the R&R Activity application will be different for a fire department than an interest organization. Be sure to select the appropriate applicant type when applying. Applications submitted under the wrong type (e.g., regional fire department R&R Activity application applied through the interest organization application) will be deemed ineligible.

I have an open SAFER Program award(s). May I still apply under the FY 2024 SAFER Program?

Yes. However, because the possibility exists that the period of performance on the open grant award(s) and the FY 2024 grant period of performance will overlap, you need to ensure that the start of your FY 2024 grant does not depend on the completion of your open grant(s), or that receipt of a FY 2024 SAFER Program award will not impact your ability to continue with and/or complete your open grant award(s). The grant activities requested in the FY 2024 SAFER Program must supplement the current award(s) and cannot be for the same activities, expenditures, or personnel funded under the open grant award(s). Applicants with an active SAFER Program award who wish to apply

under the FY 2024 SAFER Program are subject to the guidelines and requirements outlined in the FY 2024 SAFER Program NOFO.

How much funding is available under the FY 2024 SAFER Program?

There is a total $324 million available under the FY 2024 SAFER Program, which includes funds appropriated as part of the FY 2024 Department of Homeland Security (DHS) Appropriations Act (Pub. L. No. 118-47). However, the following specific funding parameters are either required by law or are the outcome of recommendations from the Assistance to Firefighters Grant Program Criteria Development Panel:

10% of the funding is set aside for grants awarded to all volunteer or majority volunteer departments for hiring of firefighters.

If FEMA awards less than 10% of the funds available for the hiring of firefighters to volunteer and majority volunteer fire departments, it will transfer the remaining funds to provide grants for the recruitment and retention of volunteer firefighters.

10% of the funding is set aside for the recruitment and retention of volunteer firefighters.

No more than 33% of the total amount allocated for the recruitment and retention of volunteer firefighters can be awarded to national, regional, state, local, territorial, or federally recognized tribal organizations that represent the interests of volunteer firefighters.

What is the maximum amount of funding a recipient may be awarded?

There is no maximum award amount for FY 2024 SAFER Program awards. However, it is important to note that all awarded SAFER Program costs and activities must be incurred, received, and completed within the period of performance; therefore, applicants should carefully consider what costs and activities they can reasonably accomplish within the period of performance.

Is there a cost share for all applicants?

For Hiring Activity grants, recipients are required to contribute 25 percent of the actual costs incurred in each of the first and second years of the grant; and 65 percent of the actual costs incurred in the third year of the grant.

In the first and second years of the grant, the amount of federal funding may not exceed 75 percent of the usual annual cost of a first-year firefighter in that department at the time the grant application was submitted; and in the third year of the grant the amount of federal funding may not exceed 35 percent of the usual annual cost of a first-year firefighter in that department.

The “usual annual cost” includes a firefighter’s base salary (excluding non-FLSA overtime) and standard benefits package (including the average annual cost of health, dental, and vision insurance; FICA; life insurance; retirement and/or pension contributions; etc.) offered by the fire department to first-year firefighters. For R&R Activity grants, there is no cost share requirement.

When will the awards be announced?

Award announcements will be made at the beginning on approximately Aug 18, 2025, and on a continuous basis thereafter until all available funds have been awarded, but no later than September 30, 2025.

Recipients are notified via email and through the FEMA GO system of the award offer and must accept their awards no later than 30 calendar days from the award date. The recipient must notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system. Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied, or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

Recipients may request additional time to accept the award if needed.

When a SAFER Program award is accepted, when does the period of performance start?

The period of performance under the Hiring Activity is 36 months for all grants awarded. A default 180-day recruitment period, which allows grant recipients to begin hiring SAFER Program-funded firefighters, begins when FEMA approves the application for an award under this activity. The 36-month period of performance automatically starts after the 180-day recruitment period, regardless of whether the recipient has successfully hired the requested firefighters.

The period of performance under the R&R Activity is 12, 24, 36 or 48 months for all grants awarded. A default 90-day recruitment period, which allows recipients time to gather resources, initiate processes, and finalize contracts needed to implement SAFER Program grant activities, begins when FEMA approves the application for award. The period of performance automatically starts after the 90-day recruitment period ends, regardless of whether the recipient is ready to begin implementing its grant award.

2. Application Questions

What are some important reminders for FY 2024?

The online FY 2024 SAFER Program application is only available in the FEMA GO (FEMA Grants Outcomes) application portal at https://go.fema.gov.

Applicants must complete the following to start, complete, and submit a SAFER Program application:

- The applicant organization must be currently registered and active in the System for Award Management (SAM) to apply. Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. SAM is available from Grants.gov at https://www.grants.gov/web/grants/applicants/organization-registration/step-2register-with-sam.html.
- Effective April 4, 2022, the federal government transitioned from using the Data Universal Number System or DUNS number to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that have an active registration in the System for Award Management (SAM) prior to this date, the UEI has

automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration.

FEMA GO has also been updated to use the UEI as the Primary Entity Identifier for registered organizations.

New registrations in both SAM and FEMA GO will require the use of the UEI.

For more information about the transition, go to GSAFSD Service Portal Landing - GSA Federal Service Desk Service Portal and select the green "Help" on UEI Transition button.

Additional information about UEI and FEMA GO is provided in the FEMA GO Startup Guide located at: https://www.fema.gov/media-library/assets/documents/181607.

What is program income?

Although not common, recipients may generate income while carrying out grant-supported activities during the period of performance under the SAFER Program award. This is referred to as program income. This income can be used to defray program costs, where appropriate, consistent with 2 CFR § 200.307. The Budget Summary section of the grant application contains a field for program income. The response should be $0 unless the recipient anticipates generating program income during the period of performance. If the recipient plans to generate program income, it should be explained in the narrative. The FEMA GO application will not include program income estimates in the total budget. FEMA will review the program income submitted and adjust the budget as appropriate, prior to award. Any program income must be used and managed in accordance with 2 C.F.R. § 200.307.

What is Management and Administration (M&A)?

M&A costs are administrative expenses that are incurred during the administration of a SAFER Program award. Applicants may apply for M&A costs if the costs are directly related to the implementation of the program for which they are applying. M&A costs are identifiable costs directly associated with the implementation and management of the grant and cannot exceed 3% of the federal share of SAFER Program funds awarded. If you are requesting M&A expenses, you must list the costs under the "Other" category in the budget and explain the purpose for the administrative costs in your Project Narrative. All M&A costs must be in accordance with 2 C.F.R. Part 225, Cost Principles for state, local and Indian Tribal Governments (OMB Circular A-87) or 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), as applicable and should be based on actual expenses only, not a percentage of the overall grant.

M&A costs are not eligible under the Hiring Activity.

Where do I submit the federally approved Indirect Cost Rate Agreement?

Applicants required to have a negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Copies of the indirect cost rate agreements or proposals, along with the SAFER Program application number, must be submitted electronically to FireGrants@fema.dhs.gov. Please ensure that the request details budget portion of your application includes information pertaining to your indirect cost rate agreement or proposal. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an

agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

Indirect costs are not allowable under the Hiring Activity.

What standards does the SAFER Program focus on?

The SAFER Program focuses on the Deployment or Staffing and Deployment compliance standards of the National Fire Protection Association (NFPA):

- NFPA 1710 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Department (Section 5.2.4.1 – Single-Family Dwelling Initial Full Alarm Assignment Capability): This standard applies primarily to career fire departments and combination departments if the combination department chooses it.

- NFPA 1720 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments (Section 4.3 – Staffing and Deployment): This standard applies primarily to all-volunteer fire departments, but it may also apply to combination departments if the combination department does not choose to comply with the NFPA 1710 standard.

FEMA prioritizes bringing non-compliant (NFPA 1710 or 1720) departments into compliance in the most cost-effective manner.

Do applicants have to report to the National Fire Incident Reporting System?

No. FEMA does not require FY 2024 SAFER Program applicants to report to the National Fire Incident Reporting System.

Do applicants have to comply with the National Incident Management System?

SAFER Program applicants are not required to comply with the National Incident Management System (NIMS) to apply for federal assistance under the SAFER Program. However, any applicant who receives a FY 2024 SAFER Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.

Information about NIMS can be found at https://www.fema.gov/national-incident-management-system.

3. SAFER Hiring

What type of firefighter positions will be funded under the Hiring Activity?

Grants awarded under the Hiring Activity enable all volunteer, combination, and career fire departments to restore staffing levels to attain a more effective level of response and a safer incident scene. FEMA awards Hiring Activity grants directly to volunteer, combination, and career fire departments to help fire departments increase their cadre of frontline firefighters by providing financial assistance to hire new, additional firefighters.

What are the eligible expenses under the Hiring Activity?

The only eligible expenses are the salary and associated benefits (actual payroll expenses) for the positions funded under the SAFER Program grant. Costs are reimbursable if they are included as part of the standard package, available to all operational firefighter positions, contractually obligated, and reimbursed via payroll. Compensation for a firefighter's normal, contracted work schedule is reimbursable, but overtime costs are not eligible for reimbursement by the SAFER Program grant award (including overtime for holdovers, extra shifts, to attend training, etc.). Only costs for overtime that the fire department routinely pays as a part of the base salary or a firefighter's regularly scheduled and contracted shift hours, in order to comply with the Fair Labor Standards Act, are eligible.

4. SAFER Recruitment and Retention

What are the eligible expenses under the R&R Activity?

Applicants must correlate the activities for which funding is being requested with the identified recruitment and/or retention problems/issues being addressed. SAFER Program grant funds may only be used for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response. FEMA will not provide funding for a budgeted line item if an applicant does not provide enough information detailing how the item and/or activity will enhance the recruitment and retention of volunteer firefighters. Allowable costs may be limited to reasonable amounts, as determined by FEMA.

All grant-related purchases and activities must be incurred, received, and completed within the period of performance. Additionally, all funded activities under the R&R Activity must be governed by formally adopted Standard Operating Procedures (SOPs). Minimally, these SOPs should specify who qualifies for each of the incentives, specific requirements for earning the incentives, and the disposition of the awarded incentives if an individual fails to fulfill the stipulations. FEMA may ask for copies of SOPs prior to, or after a grant is awarded.

Examples of eligible expenses include but are not limited to the following:

- Marketing Program (e.g., media and print advertising) to recruit new volunteer firefighters;
- New recruit basic training;
- Leadership/career development training; and
- Personal Protective Equipment for new recruits.

For the full list of eligible and ineligible costs, please refer to Appendix B – Programmatic Information and Priorities, in the FY 2024 SAFER Program NOFO.

How is "new recruit" defined according to the SAFER Program?

The SAFER Program defines a "new recruit" as a volunteer that joins the department with the intent to serve as a firefighter after the recipient is notified of the grant award (e.g., the date of the award notification email in FEMA GO).

Does the SAFER Program allow regional applications?

Yes. Eligible applicants may apply for a regional R&R Activity grant if the request will have a direct regional or local benefit beyond the immediate boundaries of the applicant's first-due response area. Direct regional or local benefit means that other eligible organizations will receive a portion of the grant awarded funds, or the department will receive items purchased with the grant funds.

An eligible applicant will serve as the "host applicant" and can apply for funding on behalf of itself and any number of other participating R&R Activity eligible organizations. The application must include a list of all the participating organizations, including the point of contact information and EIN for each organization benefitting from a proposed regional project.

If awarded, the host applicant must agree to be responsible for all aspects of the grant. This includes but is not limited to accountability for all assets and all reporting requirements. Regional host applicants and participating partner agencies must execute a Memorandum of Understanding or equivalent document, signed by all parties participating in the award, before applying under the Regional Program activities.

The Hiring Activity is not eligible as a regional project.

5. Application Process

How do I apply for a SAFER Program grant?

The online FY 2024 SAFER Program application is available through the FEMA GO application portal at https://go.fema.gov. The application will also be linked with the U.S. Fire Administration's website https://www.usfa.fema.gov/grants and the Grants.gov website https://www.grants.gov.

Which internet browsers are compatible with FEMA GO?

FEMA GO is compatible with the most recent major release of Google Chrome, Mozilla Firefox, Apple Safari, and Microsoft Edge. Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

When can I apply?

Applications will only be accepted between 8 a.m. Eastern Time (ET) on Friday, May 23, 2025, and 5 p.m. ET on Thursday, July 3, 2025. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applications not received by the application submission deadline will not be accepted. Applicants using unreliable internet connections, such as dial-up connections, should be aware that submission can take some time before FEMA GO receives your application.

Applicants who experience system-related issues will be addressed until 3 p.m. ET on Thursday July 3, 2025. No new system-related issues will be addressed after this deadline.

Do I need to register with the System for Award Management (SAM)?

Yes. Per 2 C.F.R. § 25.205, SAM registration is required to both begin and submit a SAFER Program application in the FEMA GO system. Organizational SAM.gov registrations are only active for one year and must be renewed annually. Therefore, applicants must ensure the applicant entity has a valid and active registration in SAM.gov before starting an application.

Step-by-step instructions for registering with SAM can be found at

http://www.grants.gov/web/grants/applicants/organization-registration/step-2-register- with-sam.html. Applicants should contact SAM.gov with questions or concerns about their SAM registration.

DHS may not make a federal award to an applicant until the applicant has complied with all applicable DUNS/UEI and SAM requirements. An applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. If an applicant has not fully complied with the requirements by the time DHS is ready to make a federal award, DHS may determine that the applicant is not qualified to receive a federal award and may make a federal award to another applicant.

The submission of payment requests and amendments are also contingent on the information provided in the entity's SAM.gov registration. It is imperative that all information in the application is correct, current, and matches the information in the SAM.gov registration. Please ensure that your organization's name, address, DUNS number, and Employer Identification Number (EIN) are up to date in SAM.gov and that the DUNS number used in SAM.gov is the same number used to apply for all other FEMA grant program awards.

More information on SAM.gov may be located in the FY 2024 SAFER Program NOFO and on the Assistance to Firefighters Grant Progams Website. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at https://www.fsd.gov/ or call (866) 606-8220, Monday – Friday between the hours of 8 a.m. and 8 p.m. ET.

May I change or edit my application after it has been submitted?

You will be able to review or edit the entire application prior to submission. However, if you would like to edit or change your application after submission, you will need to withdraw the application from consideration of award. The application must then be resubmitted to FEMA prior to the application submission deadline of 5 p.m. ET on Thursday, July 3, 2025 to be considered for an award.

How are the applications reviewed and selected for funding?

SAFER Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in the FY 2024 SAFER Program NOFO.

Applications are then scored competitively by no less than three members of a Peer Review Panel.

Applications with the highest score rankings per activity will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, costs/quantities, and anticipated effectiveness of the proposed project(s).

How important is it to address all Narrative Statements in the application?

The Narrative Statements of the application must provide unique and specific details about the activity for which applicants seek funding, including budget details. Peer Review Panelists will evaluate and score each activity based on the narrative elements within each activity. The weighted evaluation criteria used by the peer reviewers in determining the grant award, as described in the NOFO, make up the elements of the Narrative Statements' score.

Under the Hiring Activity, the peer review panel score is 50% of the total application score. Under the R&R Activity applications, the peer review panel score is 70% of the total application score.

Note: FEMA conducts reviews of a random sampling of applications to compare them for duplication including the narrative statements and statistical data. Therefore, all elements of the narrative statements must be specific and unique to the applying entity, and all statistical data must be accurate.

Applications with narrative statements that have substantial duplication of statements, sentences, or paragraphs to other submitted applications, and/or inaccurate data that may mislead reviewers may be disqualified. Discovery of falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

What are the character limitations for text boxes in FEMA GO?

The Narrative Statements blocks do not allow for formatting. Do not type the Narrative Statements using only capital letters. Additionally, do not include tables, special characters or fonts (e.g., quotation marks, bullets), or graphs. Space for the Narrative Statements is limited. Although each element must have a minimum of 200 characters, the maximum number of total characters is 3,000 per each narrative element, except Financial Need, which is 4,000 characters.

6. FEMA Contacts

How can I help FEMA prevent fraud, waste and abuse?

If you have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, you should contact the Department of Homeland Security Office of Inspector General Hotline at 1-800-323-8603; by fax at 202-254-4297; or online at https://www.oig.dhs.gov/hotline.

How can I obtain help with the application?

The SAFER Program Help Desk at 866-274-0960 will be available to provide technical assistance with completing your SAFER Program application(s).

During the application period, the Help Desk will be staffed between the hours of 8 a.m. and 4:30 p.m. ET, Monday through Friday; and until 5 p.m. ET on the last day of the application period. However, these hours may change as the application period progresses. The toll-free number also accepts voicemail messages after hours or if the line is busy.

Questions may also be e-mailed to FireGrants@fema.dhs.gov.

Where can I find SAFER Program documents and other information?

You can find SAFER Program documents and additional information on the Staffing for Adequate Fire and Emergency Response Program webpage.

How do I sign-up for e-mail notifications about the SAFER Program?

To register for automatic e-mail notices of NOFO availability and other important program information go to: https://public.govdelivery.com/accounts/USDHSFEMA/subscriber/new?topic_id=USDHSFEMA_409.

Potential Permanent Firefighter Staffing Options for the SAFER Grant

3 Permanents	3								
Salary & Benefits	Year 1 Match each	Year 1 match total	Year 2 Match	Year 2 Match total	Year 3 Match each	Year 3 Match Total	Total Cost	Total Match	Total Federal Contribution
$ 80,000.00	$ 20,000.00	$ 60,000.00	$ 20,000.00	$ 60,000.00	$ 52,000.00	$ 156,000.00	$ 720,000.00	$ 276,000.00	$ 444,000.00
$ 100,000.00	$ 25,000.00	$ 75,000.00	$ 25,000.00	$ 75,000.00	$ 65,000.00	$ 195,000.00	$ 900,000.00	$ 345,000.00	$ 555,000.00
$ 120,000.00	$ 30,000.00	$ 90,000.00	$ 30,000.00	$ 90,000.00	$ 78,000.00	$ 234,000.00	$ 1,080,000.00	$ 414,000.00	$ 666,000.00
$ 140,000.00	$ 35,000.00	$ 105,000.00	$ 35,000.00	$ 105,000.00	$ 91,000.00	$ 273,000.00	$ 1,260,000.00	$ 483,000.00	$ 777,000.00

4 Permanents	4								
Salary & Benefits	Year 1 Match each	Year 1 match total	Year 2 Match	Year 2 Match total	Year 3 Match each	Year 3 Match Total	Total Cost	Total Match	Total Federal Contribution
$ 80,000.00	$ 20,000.00	$ 80,000.00	$ 20,000.00	$ 80,000.00	$ 52,000.00	$ 208,000.00	$ 960,000.00	$ 368,000.00	$ 592,000.00
$ 100,000.00	$ 25,000.00	$ 100,000.00	$ 25,000.00	$ 100,000.00	$ 65,000.00	$ 260,000.00	$ 1,200,000.00	$ 460,000.00	$ 740,000.00
$ 120,000.00	$ 30,000.00	$ 120,000.00	$ 30,000.00	$ 120,000.00	$ 78,000.00	$ 312,000.00	$ 1,440,000.00	$ 552,000.00	$ 888,000.00
$ 140,000.00	$ 35,000.00	$ 140,000.00	$ 35,000.00	$ 140,000.00	$ 91,000.00	$ 364,000.00	$ 1,680,000.00	$ 644,000.00	$ 1,036,000.00

5 Permanents	5								
Salary & Benefits	Year 1 Match each	Year 1 match total	Year 2 Match	Year 2 Match total	Year 3 Match each	Year 3 Match Total	Total Cost	Total Match	Total Federal Contribution
$ 80,000.00	$ 20,000.00	$ 100,000.00	$ 20,000.00	$ 100,000.00	$ 52,000.00	$ 260,000.00	$ 1,200,000.00	$ 460,000.00	$ 740,000.00
$ 100,000.00	$ 25,000.00	$ 125,000.00	$ 25,000.00	$ 125,000.00	$ 65,000.00	$ 325,000.00	$ 1,500,000.00	$ 575,000.00	$ 925,000.00
$ 120,000.00	$ 30,000.00	$ 150,000.00	$ 30,000.00	$ 150,000.00	$ 78,000.00	$ 390,000.00	$ 1,800,000.00	$ 690,000.00	$ 1,110,000.00
$ 140,000.00	$ 35,000.00	$ 175,000.00	$ 35,000.00	$ 175,000.00	$ 91,000.00	$ 455,000.00	$ 2,100,000.00	$ 805,000.00	$ 1,295,000.00

6 Permanents	6								
Salary & Benefits	Year 1 Match each	Year 1 match total	Year 2 Match	Year 2 Match total	Year 3 Match each	Year 3 Match Total	Total Cost	Total Match	Total Federal Contribution
$ 80,000.00	$ 20,000.00	$ 120,000.00	$ 20,000.00	$ 120,000.00	$ 52,000.00	$ 312,000.00	$ 1,440,000.00	$ 552,000.00	$ 888,000.00
$ 100,000.00	$ 25,000.00	$ 150,000.00	$ 25,000.00	$ 150,000.00	$ 65,000.00	$ 390,000.00	$ 1,800,000.00	$ 690,000.00	$ 1,110,000.00
$ 120,000.00	$ 30,000.00	$ 180,000.00	$ 30,000.00	$ 180,000.00	$ 78,000.00	$ 468,000.00	$ 2,160,000.00	$ 828,000.00	$ 1,332,000.00
$ 140,000.00	$ 35,000.00	$ 210,000.00	$ 35,000.00	$ 210,000.00	$ 91,000.00	$ 546,000.00	$ 2,520,000.00	$ 966,000.00	$ 1,554,000.00

8 Permanents	8								
Salary & Benefits	Year 1 Match		Year 2 Match		Year 3 Match	Year 3 Match Total	Total Cost	Total Match	Total Federal Contribution
$ 80,000.00	$ 20,000.00	$ 160,000.00	$ 20,000.00	$ 160,000.00	$ 52,000.00	$ 416,000.00	$ 1,920,000.00	$ 736,000.00	$ 1,184,000.00
$ 100,000.00	$ 25,000.00	$ 200,000.00	$ 25,000.00	$ 200,000.00	$ 65,000.00	$ 520,000.00	$ 2,400,000.00	$ 920,000.00	$ 1,480,000.00
$ 120,000.00	$ 30,000.00	$ 240,000.00	$ 30,000.00	$ 240,000.00	$ 78,000.00	$ 624,000.00	$ 2,880,000.00	$ 1,104,000.00	$ 1,776,000.00
$ 140,000.00	$ 35,000.00	$ 280,000.00	$ 35,000.00	$ 280,000.00	$ 91,000.00	$ 728,000.00	$ 3,360,000.00	$ 1,288,000.00	$ 2,072,000.00

10 Permanents	10							
Salary & Benefits	Year 1 Match		Year 2 Match		Year 3 Match	Year 3 Match Total	Total Cost	Total Match	
$ 80,000.00	$ 20,000.00	$ 200,000.00	$ 20,000.00	$ 200,000.00	$ 52,000.00	$ 520,000.00	$ 2,400,000.00	$ 920,000.00	$ 1,480,000.00
$ 100,000.00	$ 25,000.00	$ 250,000.00	$ 25,000.00	$ 250,000.00	$ 65,000.00	$ 650,000.00	$ 3,000,000.00	$ 1,150,000.00	$ 1,850,000.00
$ 120,000.00	$ 30,000.00	$ 300,000.00	$ 30,000.00	$ 300,000.00	$ 78,000.00	$ 780,000.00	$ 3,600,000.00	$ 1,380,000.00	$ 2,220,000.00
$ 140,000.00	$ 35,000.00	$ 350,000.00	$ 35,000.00	$ 350,000.00	$ 91,000.00	$ 910,000.00	$ 4,200,000.00	$ 1,610,000.00	$ 2,590,000.00

12 Permanents	12								
Salary & Benefits	Year 1 Match		Year 2 Match		Year 3 Match	Year 3 Match Total	Total Cost	Total Match	Total Federal Contribution
$ 80,000.00	$ 20,000.00	$ 240,000.00	$ 20,000.00	$ 240,000.00	$ 52,000.00	$ 624,000.00	$ 2,880,000.00	$ 1,104,000.00	$ 1,776,000.00
$ 100,000.00	$ 25,000.00	$ 300,000.00	$ 25,000.00	$ 300,000.00	$ 65,000.00	$ 780,000.00	$ 3,600,000.00	$ 1,380,000.00	$ 2,220,000.00
$ 120,000.00	$ 30,000.00	$ 360,000.00	$ 30,000.00	$ 360,000.00	$ 78,000.00	$ 936,000.00	$ 4,320,000.00	$ 1,656,000.00	$ 2,664,000.00
$ 140,000.00	$ 35,000.00	$ 420,000.00	$ 35,000.00	$ 420,000.00	$ 91,000.00	$ 1,092,000.00	$ 5,040,000.00	$ 1,932,000.00	$ 3,108,000.00

The Department of Homeland Security (DHS)

Notice of Funding Opportunity (NOFO)

Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program

Fraud, waste, abuse, mismanagement, and other criminal or noncriminal misconduct related to this program may be reported to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603 and TTY 1 (844) 889-4357.

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1. Basic Information

A. Agency Name	Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Resilience/Grant Programs Directorate (GPD)
B. NOFO Title	Staffing for Adequate Fire and Emergency Response (SAFER) Grant
C. Announcement Type	Initial
D. Funding Opportunity Number	DHS-24-GPD-083-00-99
E. Assistance Listing Number	97.083
F. Expected Total Funding	$324,000,000
G. Anticipated Number of Awards	300 awards
H. Expected Award Range	N/A
I. Projected Application Start Date	05/23/2025 9:00 a.m. Eastern Time (ET)
J. Projected Application End Date	07/03/2025 5:00 p.m. ET
K. Anticipated Funding Selection Date	No later than 08/18/2025
L. Anticipated Award Date	Beginning on approximately Aug 18, 2025, and continuing thereafter until all FY 2024 SAFER Program grant awards are issued (but no later than September 30, 2025).
M. Projected Period of Performance Start Date	N/A[1]
N. Projected Period of Performance End Date	N/A

[1] FEMA funds SAFER Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

O. Executive Summary	The Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program (hereafter referred to as the SAFER Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER Program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. Since 2005, the SAFER Program has awarded approximately $5.8 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), as well as recruitment and retention of volunteer firefighters. Information about success stories for this program can be found at Assistance to Firefighters Grants Program | FEMA.gov.
P. Agency Contact	**a.** ***SAFER Program Office Contact*** The SAFER Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA Grants Outcomes (FEMA GO), answers questions concerning applicant eligibility, recipient responsibilities, and helps in the programmatic administration of awards. The SAFER Program Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are Monday through Friday, 8:00 a.m. – 4:30 p.m. ET. Guidance documents such as application tutorials, Self-Evaluation Guides, and Frequently Asked Questions (FAQs) are also provided to further explain the current SAFER Program, assist with the online grant application, and highlight lessons learned and changes for FY 2024. For more details, please visit the SAFER Program website. **b.** ***FEMA Grants News*** This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. FEMA Grants News Team is reachable at fema-grants-news@fema.dhs.gov or (800) 368-6498, Monday through Friday, 9:00 a.m. – 5:00 p.m. ET. **c.** ***Grant Programs Directorate (GPD) Award Administration Division***

	GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. AAD can be contacted at ASK-GMD@fema.dhs.gov. **d.** ***FEMA Regional Offices*** Assistance to Firefighters Grants Regional Contacts also may provide fiscal support, including pre- and post-award administration and technical assistance. Assistance to Firefighters Grants Regional Office contacts are available at Assistance to Firefighters Grants Regional Contacts | FEMA.gov. **e.** ***Civil Rights*** The FEMA Office of Civil Rights is responsible for ensuring compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA. They are reachable at FEMA-CivilRightsOffice@fema.dhs.gov. **f.** ***Environmental Planning and Historic Preservation*** The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the EHP review process to FEMA programs and recipients and subrecipients. Send any inquiries regarding compliance for FEMA grant projects under this NOFO to FEMA-OEHP-NOFOQuestions@fema.dhs.gov. **g.** ***Payment and Reporting System*** Payments are requested through FEMA GO. The Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment is used for recipients. For any questions about the system, contact the Customer Service Center at (866) 927-5646 or ask-GMD@fema.dhs.gov. **h.** ***FEMA GO*** For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 a.m. – 6:00 p.m. ET.

2. Eligibility

A. Eligible Entities/Entity Types	Only the following entities or entity types are eligible to apply. **a.** ***Applicants*** • Fire departments; and • National, regional, state, local, tribal, and nonprofit interest organizations representing the interests of volunteer

	firefighters are eligible to receive a SAFER Program award under the R&R Activity. See Section A of Appendix B – Programmatic Information and Priorities for additional information on ineligible applications and organizations. **b. *Subapplicants*** Subapplicants and subawards are not allowed.
B. Project Type Eligibility	**Applicants and recipients should actively coordinate and collaborate with their local and state authorities to help ensure and prioritize the commitment of future non-federal investments in order to sustain staffing capabilities once an award's period of performance ends.** **a. *Allowable Project Types*** 1. Hiring Activity The Hiring Activity offers grants to support applications to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters). National, regional, state, local, Tribal Nation, and nonprofit interest organizations representing the interests of volunteer firefighters are not eligible to receive a SAFER Program award under the Hiring Activity. 2. R&R Activity The R&R Activity offers grants to support applications to assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. Career fire departments are not eligible to apply for funding under the R&R Activity. Each activity has its own application and eligibility requirements, as further outlined in Appendix B – Programmatic Information and Priorities of this NOFO. **b. *Unallowable Project Types*** • Under the R&R Activity, applications that request a Staffing Needs Assessment or Risk Assessment project are precluded from applying for additional R&R- related activities. • FEMA will not fund any projects, activities, or line items that are covered under a department's normal operating budget. Federal funding may not be used to supplant (i.e., replace) an existing activity or program.

	• Applicants may not use award funds for matching funds for any other federal grants or cooperative agreements, for lobbying, or for intervention in federal regulatory or adjudicatory proceedings. • Applicants may not use federal funds to sue the Federal Government or any other government entity.
C. Requirements for Personnel, Partners, and Other Parties	An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: **1) a current employee, personnel, official, staff, or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application**. Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff, or leadership of the recipient and **provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.** Information on ineligible applications and organizations is in Appendix B of this NOFO.
D. Maximum Number of Applications	The maximum number of applications that can be submitted is one application per activity.
E. Additional Restrictions	**a.** ***Period of Performance Restrictions*** 1. Hiring Activity The period of performance for applications funded under the Hiring Activity will be 36 months. A default 180-day recruitment period begins when FEMA approves an application for an award under this activity. The 36-month period of performance automatically starts after the 180-day recruitment period, regardless of whether the recipient has successfully hired the requested firefighters. The period of performance cannot start later than 180 days after the award date. If a recipient can hire all SAFER Program-funded firefighters during the 180-day recruitment period, the period of performance may begin at that time. In these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 180-day recruitment period if they wish to begin the period early.

	2. R&R Activity The period of performance for applications funded under the R&R Activity will be 12, 24, 36, or 48 months. A default 90-day recruitment period begins when FEMA approves the application for award. This period allows each recipient time to gather resources, initiate processes, and finalize contracts needed to implement SAFER Program activities before the start of the period of performance to maximize the funding's availability. However, the recipient can only expend funds within the period of performance. The period of performance automatically starts after the 90-day recruitment period ends, regardless of whether the recipient has begun implementing its grant award. The period of performance cannot start later than 90 days after the award date. If a recipient can begin its recruitment or retention activities during the 90-day recruitment period, the period of performance may begin at that time. In these instances, recipients must submit an amendment requesting that the period of performance start before the end of the 90-day recruitment period if they wish to begin the period early. Extensions to the period of performance are allowed for R&R Activity grants only. For additional information on period of performance extensions, please refer to Section 10.A. **b.** ***National Incident Management System (NIMS) Implementation*** SAFER Program applicants are not required to comply with NIMS to apply for SAFER Program funding or to receive a SAFER Program award. Any applicant who receives an FY 2024 SAFER Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.
F. References for Eligibility Factors within the NOFO	Please see the following references provided below: 1. Subsection 7.A. Threshold Criteria 2. Subsection 7.B. Application Criteria 3. Subsection 7.C. Financial Integrity Criteria 4. Subsection 7.D. Supplemental Financial Integrity Criteria and Review 5. Appendix B – Programmatic Information and Priorities

G. Cost Sharing Requirement	For Hiring Activity grants, recipients are required to contribute non-federal funds as a cost share. For R&R Activity grants, there is no cost share requirement.
H. Cost Share Description, Type and Restrictions	For Hiring Activity grants, recipients are required to contribute 25 percent of the actual costs incurred in each of the first and second years of the grant; and 65 percent of the actual costs incurred in the third year of the grant. In the first and second years of the grant, the amount of federal funding may not exceed 75 percent of the usual annual cost of a first-year firefighter in that department at the time the grant application was submitted; and in the third year of the grant the amount of federal funding may not exceed 35 percent of the usual annual cost of a first-year firefighter in that department. The "usual annual cost" includes a firefighter's base salary (excluding non-FLSA overtime) and standard benefits package (including the average annual cost of health, dental, and vision insurance; FICA; life insurance; retirement and/or pension contributions; etc.) offered by the fire department to first-year firefighters. FEMA does not require recipients to demonstrate availability of cost share funds at the time of application. However, before FEMA issues an award it may contact potential awardees to determine whether the recipient possesses the necessary non-federal funding. For R&R Activity grants, there is no cost share requirement.
I. Cost Sharing Calculation Example	Assuming that the usual annual cost of a first-year firefighter in a department at the time of the grant application is $120,000 per year and the department actually incurred $100,000 per year in each year of the grant, the following cost share requirements and position cost limits would apply: 1. Cost Share Requirement: The grant recipient is required to contribute $25,000 in Year 1; $25,000 in Year 2; and $65,000 in Year 3. 2. Position Cost Limit: The amount of federal funding cannot exceed $90,000 in Year 1; $90,000 in Year 2; and $42,000 in Year 3.
J. Required information for verifying Cost Share	**a.** ***Minimum Budget Requirement***

	In accordance with 15 U.S.C. § 2229a(c)(2), in order to be eligible for SAFER Program funding, applicants are required to certify that their annual budget for fire-related programs and emergency response has not been reduced below 80 percent of the applicant's average funding level in the three years prior to the application date.

3. Program Description

A. Background, Program Purpose, and Program History

The Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program (hereafter referred to as the SAFER Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER Program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. Since 2005, the SAFER Program has awarded approximately $5.8 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), as well as recruitment and retention of volunteer firefighters. Information about success stories for this program can be found at Assistance to Firefighters Grants Program | FEMA.gov.

The SAFER Program is part of a comprehensive set of measures authorized by Congress and implemented by DHS. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel;
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire-related and other hazards;
- The extent of an applicant's need for a SAFER Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

B. Goals, Objectives, and Priorities

Goal: To enhance local fire departments' abilities to comply with staffing, response and operational standards established by the National Fire Protection Association (NFPA 1710 or NFPA 1720[2]).

[2] NFPA 1710 and 1720 are lapsing in 2026 and will be consolidated under the proposed NFPA 1750. FEMA is working with the NFPA Standards Council to evaluate deployment of fire suppression operations. No decisions have been made and FEMA will issue additional guidance when more information becomes available. While the goal of the grant is to increase compliance with NFPA 1710 or 1720, 24-hour staffing is not a requirement of the SAFER Program.

Objectives: The objectives of the SAFER Program are to are to provide funding to communities so they may:

- Increase the number of firefighters to meet industry minimum standards;
- Increase the number of trained personnel assembled at the incident scene;
- Attain 24-hour staffing to improve deployment capabilities; and
- Fulfill traditional missions of fire departments (respond to emergencies and provide adequate fire protection from fire and fire-related hazards).

Priorities: Information on program priorities and objectives for the FY 2024 SAFER Program can be found in Appendix B – Programmatic Information and Priorities of this NOFO.

C. Program Rationale
The SAFER Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the six DHS Missions noted in the Department of Homeland Security's Strategic Plan, the SAFER Program supports Mission Five: Build a Resilient Nation and Respond to Incidents. By increasing the number of trained firefighters, the SAFER Program improves deployment capabilities to respond to emergencies and provide adequate protection from fire and fire-related hazards. The SAFER Program also aims to support objectives outlined under Mission Five in the Strategic Plan including:

- Objective 5.1: Coordinate Federal Response to Incidents
- Objective 5.2: Strengthen National Resilience
- Objective 5.4: Enhance Training and Readiness of First Responders

Through these objectives, FEMA creates a vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

D. Federal Assistance Type
Grant

E. Performance Measures and Targets
The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the SAFER Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of "majority career" SAFER Program recipients who reported and provided evidence that the grant funding increased compliance with structural fire responses that complied with NFPA 1710 structural response standards;
- Percentage of "majority volunteer" SAFER Program recipients who reported and provided evidence that the grant funding increased compliance with structural fire responses that complied with NFPA 1720 structural response standards; and
- Percentage of SAFER Program recipients who reported and provided evidence that the grant funding increased compliance with NFPA 1710 or 1720 assembly and deployment standards.

The target for these measures is the number of firefighters hired and the structural fire responses that complied with NFPA 1710 structural response standards. The measure will be assessed by how the addition of new firefighters has resulted in a percentage increase in compliance with the relevant section of the NFPA standards.

F. Program-Specific Unallowable Costs
Construction costs are not allowable under the SAFER Program. Construction includes major alterations to a building that changes the profile or footprint of the structure.

Modifications to facilities described in Appendix B – Programmatic Information and Priorities are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered "construction" for purposes of procurement or environmental protection and historic preservation purposes.

G. General Funding Requirements
Costs charged to federal awards (including federal and non-federal cost share funds) must comply with applicable statutes, rules and regulations, policies, this NOFO, and the terms and conditions of the federal award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered within the budget period. 2 C.F.R. § 200.403(h).

Recipients may not use federal funds or any cost share funds for the following activities:

1. Matching or cost sharing requirements for other federal grants and cooperative agreements (see 2 C.F.R. § 200.306).
2. Lobbying or other prohibited activities under 18 U.S.C. § 1913 or 2 C.F.R. § 200.450.
3. Prosecuting claims against the federal government or any other government entity (see 2 C.F.R. § 200.435).

H. Indirect Costs (Facilities and Administrative Costs)
Indirect costs are allowed for recipients and subrecipients.

Indirect costs (IDC) are costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to specific cost objectives without disproportionate effort. Indirect costs are allowable only under R&R Activity for this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated IDC rate agreement who desire to charge indirect costs to a federal award must provide a copy of their

IDC rate agreement with their applications. Not all applicants are required to have a current negotiated IDC rate agreement. Applicants that are not required to have a negotiated IDC rate agreement, but are required to develop an IDC rate proposal, must provide a copy of their proposal with their applications. Applicants without a current negotiated IDC rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out via email to FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an IDC rate proposal must also reach out via email to FireGrants@fema.dhs.gov for further instructions. As it relates to the IDC for subrecipients, a recipient must follow the requirements of 2 C.F.R. §§ 200.332 and 200.414 in approving the IDC rate for subawards.

I. Management and Administration (M&A) Costs
M&A costs are allowed under the R&R Activity only. M&A costs are not eligible under the Hiring Activity.

No more than 3% of the federal share of SAFER Program funds awarded may be expended by the recipient for M&A for purposes associated with the SAFER Program award. M&A activities are those directly related to the management and administration of the SAFER award funds, such as financial management and monitoring. M&A expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award or estimates, without supporting justification or adequate documentation will not be allowed or considered for reimbursement. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item.

M&A are not overhead costs but are necessary direct costs incurred in direct support of the federal award or as a consequence of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports.

J. Pre-Award Costs
The following pre-award costs are allowable:

1. Fees for grant writers.

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award.

See Appendix C – Award Administration Information for further information regarding grant writer fees and Section 10.B. Other Information for general procurement under grants requirements.

K. Beneficiary Eligibility
To be an eligible beneficiary, there are no program requirements. This NOFO and any subsequent federal awards create no rights or causes of action for any beneficiary.

L. Participant Eligibility
To be an eligible participant, there are no program requirements. This NOFO and any subsequent federal awards create no rights or causes of action for any participant.

M. Authorizing Authority
Section 34 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C. § 2229a).

N. Appropriation Authority
Department of Homeland Security Appropriations Act, 2024, Pub. L. No. 118-47, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Financial Assistance (2024 DHS Appropriations Act).

O. Budget Period
There will be only a single budget period with the same start and end dates as the period of performance.

P. Prohibition on Covered Equipment or Services
Recipients, subrecipients, and their contractors or subcontractors must comply with the prohibitions set forth in Section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019*, which restricts the purchase of covered telecommunications and surveillance equipment and services. Please see 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200, and FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services for more information.

4. Application Contents and Format

A. Pre-Application, Letter of Intent, and Whitepapers
Pre-applications, letters of intent, and whitepapers are not required to be eligible to apply.

B. Application Content and Format
Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/. Additional application and program guidance documents are available at the SAFER Program website. Applicants will be prompted to submit the standard application information and any program-specific information required as described in Sections 4.C. Application Components and 4.D. Program-Specific Required Documents and Information of this NOFO. The Standard Forms (SF) may be accessed in the Forms tab at Forms | Grants.gov. Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the Section 4.C. Application Components of this NOFO.

C. Application Components

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at Forms | Grants.gov.

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying
- SF-424A, Budget Information (Non-Construction)
- SF-424B, Standard Assurances (Non-Construction)
- SF-LLL, Disclosure of Lobbying Activities

D. Program-Specific Required Documents and Information
For program-specific updates and information, please see the Appendix A – FY 2024 SAFER Program Updates, Appendix B – Programmatic Information and Priorities, and Appendix C – Award Administration Information.

E. Post-Application Requirements for Successful Applicants
Applicants likely to be funded may receive a request for additional information by email prior to award. Applicants must respond to the request to move forward with the grant review process.

5. Submission Requirements and Deadlines

A. Address to Request Application Package
Applications are processed through the FEMA GO system. To access the system, go to FEMA GO.

Steps Required to Apply for An Award Under This Program and Submit an Application:

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
b. In the application, provide an UEI number;
c. Have an account with login.gov;
d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see the FEMA GO Startup Guide;
f. Submit the complete application in FEMA GO; and
g. Always maintain an active SAM registration with current information when the applicant has an active federal award or an application under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Per 2 C.F.R. § 25.110, if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible. Contact fema-grants-news@fema.dhs.gov and provide the details of the exigent circumstances.

How to Register to Apply:

General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Below are instructions for registering to apply for FEMA funds. Read the instructions carefully and prepare the requested information before beginning the registration process. Gathering the required information before starting the process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a Unique Entity Identifier (UEI) number, Employer Identification Number (EIN), and an active System for Award Management (SAM) registration.

Obtain a UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form. For more detailed instructions for obtaining a UEI number, refer to SAM.gov.

Obtain Employer Identification Number:

In addition to having a UEI number, all entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

Create a login.gov account:

Applicants must have a login.gov account to register with SAM or update their SAM registration. Applicants can create a login.gov account at: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd.

Applicants only must create a login.gov account once. For existing SAM users, use the same email address for both login.gov and SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

Register with SAM:

In addition to having a UEI number, all organizations must register with SAM. Failure to register with SAM will prevent your organization from applying through FEMA GO. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle.[3]

For more detailed instructions for registering with SAM, refer to: Register with SAM.

Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see FEMA GO Startup Guide.

Note: FEMA GO will support only the most recent major release of the following browsers: Google Chrome; Mozilla Firefox; Apple Safari; and Microsoft Edge.

Applicants using tablet type devices or other browsers may encounter issues with using FEMA GO.

Submitting the Final Application:

Applicants will be prompted to submit the standard application information and any program-specific information required. Standard Forms (SF) may be accessed at Forms | Grants.gov. Applicants should review these forms before applying to ensure they are providing all required information.

After submitting the final application, FEMA GO will provide either an error message, or an email to the submitting AOR confirming the transmission was successfully received.

B. Application Deadline
07/03/2025 5:00 p.m. Eastern Time

C. Pre-Application Requirements Deadline
Not applicable.

D. Post-Application Requirements Deadline
Not applicable.

E. Effects of Missing the Deadline
All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and generates an electronic date/time stamp when FEMA GO successfully receives an application. The submitting AOR will receive via email the official date and time stamp and a FEMA GO tracking number to serve as proof of timely submission prior to the application deadline.

[3] Per 2 C.F.R. § 25.200, , applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

Applicants experiencing system-related issues have until 3:00 p.m. ET on the date applications are due to notify FEMA. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

6. Intergovernmental Review

A. Requirement Description and State Single Point of Contact
An intergovernmental review is not required.

7. Application Review Information

A. Threshold Criteria
FEMA conducts reviews of a random sampling of applications to compare them for duplication including the narrative statements and statistical data. Therefore, all elements of the narrative statements must be specific and unique to the applying entity, and all statistical data must be accurate. Applications with narrative statements that have substantial duplication of statements, sentences, or paragraphs to other submitted applications, or inaccurate data that may mislead reviewers may be disqualified. Discovery of falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

Note: FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant's and their community's uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of the SAFER program to assist local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant's needs assessment report, survey, or any documented other efforts undertaken to identify the applicant's unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant's unique needs in alignment with their mission and SAFER Program grant purpose;
- Additional information or evidence detailing the applicant's particular risks; and
- Any other information deemed necessary to adequately weigh the applicant's assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

B. Application Criteria
Funding priorities and programmatic criteria for evaluating SAFER Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the SAFER Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs

- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they align with the program priorities for the activity. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

The Narrative Statements of the application must provide specific details about the activity for which applicants seek funding, including budget details. The weighted evaluation criteria used by the peer reviewers in the determination of the grant award, as described below, make up the elements of the narrative statement score.

C. Financial Integrity Criteria

Before making an award, FEMA is required to review OMB-designated databases for applicants' eligibility and financial integrity information. This is required by the *Payment Integrity Information Act of 2019* (Pub. L. No. 116-117, § 2 (2020)), 41 U.S.C. § 2313, and the "Do Not Pay Initiative" (31 U.S.C. 3354). For more details, please see 2 C.F.R. § 200.206.

Thus, the Financial Integrity Criteria may include the following risk-based considerations of the applicant:

1. Financial stability.
2. Quality of management systems and ability to meet management standards.
3. History of performance in managing federal award.
4. Reports and findings from audits.
5. Ability to effectively implement statutory, regulatory, or other requirements.

D. Supplemental Financial Integrity Criteria and Review

Before making an award expected to exceed the simplified acquisition threshold (currently a total federal share of $250,000) over the period of performance:

1. FEMA is required by 41 U.S.C. § 2313 to review or consider certain information found in SAM.gov. For details, please see 2 C.F.R. § 200.206(a)(2).
2. An applicant may review and comment on any information in the responsibility/qualification records available in SAM.gov.

3. Before making decisions in the risk review required by 2 C.F.R. § 200.206, FEMA will consider any comments by the applicant.

E. Reviewers and Reviewer Selection

A panel of peer reviewers is comprised of fire service representatives recommended by the Criteria Development Panel. Peer reviewers are subject matter experts recommended by the nine major fire service organizations. In their role as Special Government Employees, peer reviewers must certify and observe Federal Conflict of Interests rules.

F. Merit Review Process

SAFER Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this NOFO.

Applications with the highest pre-score rankings per activity are then scored competitively by no less than three members of a Peer Review Panel.

Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, costs/quantities, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

1. Pre-Scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B – Programmatic Information and Priorities and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. "Request Details" and "Budget" information should comply with program guidance and statutory funding limitations. The pre-score is 50% of the total application score under the Hiring Activity, and 30% of the total application score under the R&R Activity.

2. Peer Review Panel Process

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is comprised of fire service representatives recommended by the CDP. Peer reviewers will assess the merits of each application based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and shortcomings of the application with their peers, and document the findings. A consensus is not required. The panel score is 50% of the total application score under the Hiring Activity, and 70% of the total application score under the R&R Activity.

Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

a. ***Hiring Activity***
The panel score is 50% of the total application score.

1. Project Description (30%):

   - Why does the department need the positions requested in this application?
   - How will the positions requested in this application be used within the department (e.g., fourth firefighter on engine, open a new station, eliminate browned out stations, reduce overtime)?
   - What unique and specific services will the requested positions provide to the fire department and community?
   - How will funds awarded through this grant enhance the department's ability to protect critical infrastructure within the primary response area?

2. Impact on Daily Operations (30%):

   - How are the community and the current firefighters employed by the department at risk without the positions requested in this application?
   - How will that risk be unequivocally reduced if awarded?

3. Financial Need (30%):

   - Provide an income versus expenses breakdown of the department's current annual budget.
   - Describe the department's precise budget shortfalls and inability to address financial needs without federal assistance.
   - Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs).
   - Discuss how the critical functions of the department are uniquely affected without this funding.

4. Cost Benefit (10%):

   - Describe the unique and specific benefits (e.g., quantifying the anticipated savings and efficiencies) the department and community will realize if awarded the positions requested in this application.

b. ***R&R Activity (Fire Departments)***
The panel score is 70% of the total application score.

1. Project Description (30%):

   - Describe the unique problems and issues the department is experiencing in recruiting new volunteer firefighters.

- Describe the problems and issues the department is experiencing in retaining current members.
- Describe the precise implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the identified problems or issues.
- Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
- Describe how the program will be uniquely evaluated for its impact on identified recruitment and retention problems and issues. Describe how the overall effectiveness of the grant will be measured.
- Describe the unique and specific services the new volunteer firefighters, retention of current volunteer firefighters, or both, will provide for the fire department(s) and community.
- If the grant request will have a regional impact, discuss how the regional partners will benefit and which activities they will benefit from.
- If the grant request includes executive or management positions, define the purpose of all requested positions and personnel expenditures.

2. Impact on Daily Operations (30%):

- Describe with particularity and discreteness how the community and current volunteer firefighters in the department are at risk without the items or activities requested in this application.
- Describe how that risk will be unequivocally reduced if awarded funding.
- Explain the definitive impact the recruitment of new volunteer firefighters, the retention of current volunteer firefighters, or both, will have on the department's NFPA compliance.

3. Financial Need (30%):

- Provide an income versus expenses breakdown of the department's current annual budget.
- Describe the department's precise budget shortfalls and its inability to address financial needs without federal assistance.
- Describe what other actions the department has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the department are uniquely affected without this funding.

4. Cost Benefit (10%):

- Describe the unique and specific benefits (e.g., quantifying the anticipated savings and efficiencies) the department and community will realize if awarded the items or activities requested in this application.

c. *R&R Activity (National, state, local, or federally recognized tribal volunteer firefighters interest organizations)*

The panel score is 70% of the total application score.

1. Project Description (30%):

- Describe the problems and issues the fire departments that the organization will be reaching with this grant are experiencing in recruiting new volunteer firefighters.
- Describe the problems and issues the same departments are experiencing in retaining current members.
- Describe the organization's implementation plan, including the goals, objectives, methods, specific steps, and timelines to directly address the problems or issues identified.
- Describe the current marketing plan already in place, or the marketing program to be put in place with or without grant funds.
- Describe how the program will be evaluated for its impact on the identified recruitment and retention problems and issues of the fire departments participating in this grant. Describe how the overall effectiveness of the grant will be measured.
- Describe the specific services the new volunteer firefighters, retention of current volunteer firefighters, or both, will provide for the fire departments participating in this application and their respective communities.
- Describe the organization's procurement practices and the timelines outlining the chronological steps to complete the activities requested.

2. Impact on Daily Operations (30%):

- Describe how the fire departments participating in this application and their current volunteer firefighters and communities are at risk without the items or activities requested in this application.
- Explain how that risk will be reduced if awarded funding.
- Describe the impact that the recruitment of new volunteer firefighters, the retention of current volunteer firefighters, or both, will have on the NFPA compliance of the fire departments participating in this application.

3. Financial Need (30%):

- Provide an income versus expenses breakdown of the organization's current annual budget.
- Describe the organization's particular budget shortfalls and the inability to address the financial needs without federal assistance.
- Describe the other actions the organization has taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs), and how similar projects have been funded in the past.
- Discuss how the critical functions of the organization are affected without this funding.

4. Cost Benefit (10%):

   - Describe the specific benefits (e.g., quantifying the anticipated savings and efficiencies) the fire departments participating in this application and their communities will realize if awarded the items or activities requested in this application.

The Narrative Statement blocks do not allow for formatting. Do not type the Narrative Statements using only capital letters. Additionally, do not include tables, special characters, or fonts (e.g., quotation marks, bullets), or graphs. Space for the Narrative Statement is limited. While each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

G. Final Selection

a. ***Technical Evaluation Process (TEP)***

The highest-ranking applications from both activities will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a subject-matter expert as well as a FEMA Program Office review before being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

During the TEP information in Appendix B - Programmatic Information and Priorities is used to make final corrections to any request not meeting program eligibility requirements. This is not a scored phase of the application process. Requests may be recommended for partial funding or disqualification based on findings made during this assessment.

8. Award Notices

A. Notice of Award

The Authorized Organization Representative should carefully read the federal award package before accepting the federal award. The federal award package includes instructions on administering the federal award as well as terms and conditions for the award.

By applying, applicants agree to comply with the prerequisites stated in this NOFO and the material terms and conditions of the federal award, should they receive an award.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An award package notification email is sent via the grant application system to the submitting AOR.

Recipients must accept their awards no later than 30 days from the award date. Recipients shall notify FEMA of their intent to accept the award and proceed with work via the FEMA GO system.

Funds will remain on hold until the recipient accepts the award via FEMA GO and all other conditions of the award have been satisfied, or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

During the review process for a SAFER Program award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any differences under the approved scope of work section.

B. Pass-Through Requirements
Standard pass-through requirements in 2 C.F.R. Part 200 apply.

C. Note Regarding Pre-Award Costs
Even if pre-award costs are allowed, beginning performance is at the applicant or sub-applicant's own risk.

D. Obligation of Funds
Grant funds are obligated upon the offer of grant award in the FEMA GO system. Recipients must accept their awards no later than 30 days from the award date. Acceptance of the award is confirmation of the obligation. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds. Recipients may requestion additional time to accept the award if needed.

E. Notification to Unsuccessful Applicants
FEMA GO will provide all applicants who do not receive a FY 2024 SAFER Program award with a turndown notification after September 30, 2025.

9. Post-Award Requirements and Administration

A. Administrative and National Policy Requirements
In addition to the requirements of this section, FEMA may place specific terms and conditions on an individual award in accordance with 2 C.F.R. Part 200.

B. DHS Standard Terms and Conditions
A recipient of a federal award under this funding opportunity is required to comply with DHS Standard Terms and Conditions in effect at the time the award is issued. The DHS Standard Terms and Conditions are available online. For continuation awards, the terms and conditions for the initial federal award will apply unless otherwise specified in the terms and conditions of the continuation award. The specific version of the DHS Standard Terms and Conditions applicable to the federal award will be in the federal award package. NOTE: Although not a requirement in

the DHS Standard Terms and Conditions, as a best practice entities receiving funds through this program should ensure that cybersecurity is integrated into the design, development, operation, and maintenance of investments that impact information technology (IT) and/ or operational technology (OT) systems.

a. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustaining and delivering of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. They can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is available at https://www.fema.gov/about/offices/equal-rights/civil-rights.

C. Financial Reporting Requirements

1. Recipients must report obligations and expenditures through a federal financial report. The Federal Financial Report (FFR) form, also known as Standard Form 425 (SF-425), is available online at: SF-425 OMB #4040-0014.
2. Recipients must submit the FFR semi-annually throughout the period of performance (POP) as detailed below:
   - No later than July 30 (for the period Jan. 1 – June 30)
   - No later than January 30 (for the period July 1 – Dec. 31)
3. The final FFR is due within 120 calendar days after the end of the POP.
4. FEMA may withhold future federal awards and cash payments if the recipient does not submit timely financial reports, or the financial reports submitted demonstrate lack of progress or provide insufficient detail.

D. Programmatic Performance Reporting Requirements

1. A Performance Report must be submitted semi-annually throughout the POP.
2. A Performance Report must include:
   - A brief narrative of overall project(s) status;
   - A summary of project expenditures; and
   - A description of any potential issues that may affect project completion.
3. The Progress Report must be submitted through FEMA GO.
4. Performance Report Due Dates
   - No later than July 30 (for the period Jan. 1 – June 30)
   - No later than January 30 (for the period July 1 – Dec. 31)

E. Closeout Reporting Requirements

Within 120 days after the end of the period of performance, or after an amendment has been issued to close out a federal award, recipients must submit the following:

1. The final request for payment, if applicable.
2. The final FFR.

3. The final progress report detailing all accomplishments. The recipient must include with the final progress report an inventory of all construction projects.
4. A qualitative narrative summary of the impact of those accomplishments throughout the period of performance.
5. Other documents required by this NOFO, terms and conditions of the federal award, or other DHS Component guidance.

After FEMA approves these reports, it will issue a closeout notice. The notice will indicate the period of performance as closed, list any remaining funds to be de-obligated, and address the record maintenance requirement. Unless a longer period applies, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334, this maintenance requirement is three years from the date of the final FFR.

Also, pass-through entities are responsible for closing out those subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the subaward period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of their prime award. The recipient is responsible for returning any balances of unobligated or unliquidated funds that have been drawn down that are not authorized to be retained per 2 C.F.R. § 200.344(e).

Administrative Closeout
Administrative closeout is a mechanism for FEMA to unilaterally execute closeout of an award. FEMA will use available award information in lieu of final recipient reports, per 2 C.F.R. § 200.344(h)-(i). It is an activity of last resort, and if FEMA administratively closes an award, this may negatively impact a recipient's ability to obtain future funding.

F. Disclosing Information per 2 C.F.R. § 180.335
Before entering into a federal award, the applicant must notify FEMA if it knows that the applicant or any of the principals (as defined at 2 C.F.R. § 180.995) for the federal award:

1. Are presently excluded or disqualified;
2. Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses listed in § 180.800(a); or
4. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

This is requirement is fully described in 2 C.F.R. §180.335.

Additionally, 2 C.F.R. § 180.350 requires recipients to provide immediate notice to FEMA at any time after entering a federal award if:

1. The recipient learns that either it failed to earlier disclose information as required by 2 C.F.R. § 180.335;
2. Due to changed circumstances, the applicant or any of the principals for the federal award now meet the criteria at 2 C.F.R. § 180.335 listed above.

G. Reporting of Matters Related to Recipient Integrity and Performance
Appendix XII to 2 C.F.R. Part 200 states the terms and conditions for recipient integrity and performance matters used for this funding opportunity.

If the total value of all active federal grants, cooperative agreements, and procurement contracts for a recipient exceeds $10,000,000 at any time during the period of performance:

1. The recipient must maintain the currency of information reported in SAM.gov about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII;
2. The required reporting frequency is described in paragraph 4 of Appendix XII.

H. Single Audit Report
A recipient expending $1,000,000 or more in federal awards (as defined by 2 C.F.R. § 200.1) during its fiscal year must undergo an audit. This may be either a single audit complying with 2 C.F.R. § 200.514 or a program-specific audit complying with 2 C.F.R. §§ 200.501 and 200.507. Audits must follow 2 C.F.R. Part 200, Subpart F, 2 C.F.R. § 200.501, and the U.S. Government Accountability Office (GAO) Generally Accepted Government Auditing Standards.

I. Monitoring and Oversight
Per 2 C.F.R. § 200.337, DHS and its authorized representatives have the right of access to any records of the recipient or subrecipient pertinent to a federal award to perform audits, site visits, and any other official use. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the federal award in general.

Pursuant to this right and per 2 C.F.R. § 200.329, DHS may conduct desk reviews and make site visits to review and evaluate project accomplishments and management control systems as well as provide any required technical assistance. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either a desk-based review, an onsite monitoring visit, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses

on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

J. Program Evaluation

Federal agencies are required to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes. OMB Memorandum M-21-27, Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the *Foundations for Evidence-Based Policymaking Act of 2018*, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve delivery, and elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a Program Office (PO) or a DHS Component-led evaluation, if selected. This may be carried out by a third-party on behalf of the PO or the DHS Component. Such an evaluation may involve information collections including but not limited to, records of the recipients; surveys, interviews, or discussions with individuals who benefit from the federal award, program operating personnel, and award recipients; and site visits or other observation of recipient activities, as specified in a DHS Component or PO-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect) in accordance with 2 C.F.R.§ 200.413. Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

K. Additional Performance Reporting Requirements

Not Applicable.

10. Other Information

A. Period of Performance Extension

Extensions to the period of performance are allowed forR&R Activity grants only.

Recipients should consult with their FEMA point of contact for requirements related to a performance period extension.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

1. Contractual commitments by the recipient or subrecipient with vendors that prevent completion of the project, including delivery of equipment or services, within the existing period of performance;
2. The project must undergo a complex environmental review that cannot be completed within the existing period of performance;
3. Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
4. Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days prior to the end of the period of performance to allow sufficient processing time. Extensions are typically granted for no more than a six-month period.

All extension requests must address the following:

1. The grant program, fiscal year, and award number;
2. The reason for delay – including details of the legal, policy, or operational challenges that prevent final outlay of awarded funds by the deadline;
3. Status of the activity or activities;
4. Approved period of performance termination date and requested extension;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal, if applicable;
7. A budget outlining how remaining federal and non-federal funds will be expended;
8. A plan for completion, including milestones and timeframes for achieving each milestone and the individual responsible for completing the plan;
9. Certification that the activity or activities will be completed within the extended period of performance without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

B. Other Information

a. ***Environmental Planning and Historic Preservation (EHP) Compliance***

FEMA is required to consider effects of its actions on the environment and historic properties to ensure that activities, grants, and programs funded by FEMA, comply with federal EHP laws, Executive Orders, regulations, and policies.

Recipients and subrecipients proposing projects with the potential to impact the environment or cultural resources, such as the modification or renovation of existing buildings, structures, and facilities, new construction, or replacement of buildings, structures, and facilities, must participate in the FEMA EHP review process. This includes conducting early engagement to help identify EHP resources, such as threatened or endangered species, or historic properties; submitting a detailed project description with supporting documentation to determine whether the proposed project has the potential to impact EHP resources; and, identifying mitigation measures or alternative courses of action that may lessen impacts to those resources.

FEMA is sometimes required to consult with other regulatory agencies and the public to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies. FEMA may recommend mitigation measures or alternative courses of action to lessen impacts to EHP resources and bring the project into EHP compliance.

EHP guidance is found at Environmental Planning and Historic Preservation. The site contains links to documents identifying agency EHP responsibilities and program requirements, such as implementation of the *National Environmental Policy Act* and other EHP laws, regulations, and Executive Orders. DHS and FEMA EHP policy is also found in the EHP Directive & Instruction.

All FEMA actions, including grants, must comply with National Flood Insurance Program (NFIP) criteria or any more restrictive federal, state, or local floodplain management standards or building code (44 C.F.R. § 9.11(d)(6)). For actions located within or that may affect a floodplain or wetland, the following alternatives must be considered: a) no action; b) alternative locations; and c) alternative actions, including alternative actions that use natural features or nature-based solutions. Where possible, natural features and nature-based solutions shall be used. If not practicable as an alternative on their own, natural features and nature-based solutions may be incorporated into actions as minimization measures.

The GPD EHP screening form is located at https://www.fema.gov/sites/default/files/documents/fema_ehp-screening_form_ff-207-fy-21-100_5-26-2021.pdf. SAFER Program applications that involve the installation of supplies/equipment not specifically excluded from a FEMA EHP review, per the GPD Programmatic Environmental Assessment, such as ground-disturbing activities, or modification/renovation of existing buildings or structures, will require an EHP review. Some equipment will require an EHP review as well. Such activities include, but are not limited to:

- Building renovations such as removal of a wall or installation of electrical or waterlines;
- Training/exercises in natural settings such as rope or swift water;
- Installing LED signs; and
- Any scope of work that involves ground disturbances.

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative, or personnel actions;
- Classroom-based training;
- Acquisition of mobile and portable equipment (not involving installation) on or in a building that does not require a storage area to be constructed; and
- Purchase of Personal Protective Equipment (PPE).

b. ***Procurement Integrity***

When purchasing under a FEMA award, recipients and subrecipients must comply with the federal procurement standards in 2 C.F.R. §§ 200.317 – 200.327. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331.

For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT). These resources, including an upcoming trainings schedule can be found on the PDAT Website: https://www.fema.gov/grants/procurement.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) and Indian tribes, must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states and Indian tribes must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for Procurements and 2 C.F.R. § 200.327 regarding required contract provisions. States, but not Indian tribes, must also follow 200.323 regarding procurement of recovered materials.

Local government and nonprofit recipients or subrecipients must have and use their own documented procurement procedures that reflect applicable state, local, Tribal Nation, and territorial (SLTT) laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200.

1. Important Changes to Procurement Standards in 2 C.F.R. Part 200

On April 22, 2024, OMB updated various parts of Title 2 of the Code of Federal Regulations, among them the procurement standards. These revisions apply to all FEMA awards with a federal award date or disaster declaration date on or after October 1, 2024, unless specified otherwise. The changes include updates to the federal procurement standards, which govern how FEMA award recipients and subrecipients must purchase under a FEMA award.

More information on OMB's revisions to the federal procurement standards can be found in Purchasing Under a FEMA Award: 2024 OMB Revisions Fact Sheet.

2. Competition and Conflicts of Interest

2 C.F.R. § 200.319(b), applicable to local government and nonprofit recipients or subrecipients, requires that contractors that develop or draft specifications, requirements statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a recipient or subrecipient develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the recipient or subrecipient.

Under this prohibition, unless the recipient or subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post- award costs, such as grant management fees.

In addition to organizational conflicts of interest, situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Under 2 C.F.R. § 200.318(c)(1), local government and nonprofit recipients or subrecipients are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the recipient or subrecipient may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

Under 2 C.F.R. 200.318(c)(2), if the local government and nonprofit recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a SLTT government, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The recipient or subrecipient must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

3. Supply Schedules and Purchasing Programs

Generally, a recipient or subrecipient may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

Information about GSA programs for states, Indian tribes, and local governments, and their instrumentalities, can be found at Help for state, local, and tribal governments to make MAS buys | GSA and https://www.gsa.gov/buying-selling/purchasing- programs/gsa-schedules/schedule-buyers/state-and-local-governments.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Preparedness Officer or Fire Program Specialist.

4. Procurement Documentation

Per 2 C.F.R. § 200.318(i), local government and nonprofit recipients or subrecipients are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and Indian tribes are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.
- Additional information on required procurement records can be found on pages 24-26 of the PDAT Field Manual.

c. *Financial Assistance Programs for Infrastructure*

1. Build America, Buy America Act

Recipients and subrecipients must comply with FEMA's implementation requirements of the *Build America, Buy America Act (BABAA)*, which was enacted as part of the *Infrastructure Investment and Jobs Act* §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184, Buy America Preferences for Infrastructure Projects.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to implement FEMA's Build America, Buy America requirements, please see Programs and Definitions: *Build America, Buy America Act* | FEMA.gov.

2. Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest, or
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

The process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

3. Definitions

For definitions of the key terms of the Build America, Buy America Act, please visit Programs and Definitions: *Build America, Buy America Act* | FEMA.gov.

d. *Mandatory Disclosures*

The non-federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (2 C.F.R. § 200.113)

e. *Termination Provisions*

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards. Either party will provide written notice of intent to terminate to the other party no less than 30 days prior to the effective date of the termination.

1. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342.

2. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

3. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

4. Change in Program Goals or Agency Priorities

Pursuant to the terms and conditions of the award and to the extend authorized by law, FEMA may terminate the award if it no longer effectuates the program goals or agency priorities.

f. *Disability Integration*

Pursuant to Section 504 of the *Rehabilitation Act of 1973*, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against qualified individuals with disabilities.

g. *Record Retention*

1. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases.

2. Types of Records to Retain

FEMA requires that recipients and subrecipients maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals

- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Canceled checks

h. ***Actions to Address Noncompliance***
Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339. FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19 or other applicable regulations.

If the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA may take other remedies allowed under 2 C.F.R. § 200.339.

i. ***Audits***
FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award.

j. ***Hazard-Resistant Building Codes***
Hazard-resistant building codes are a foundational element of a more resilient nation, safeguarding communities, and lives against natural disasters, with an estimated $11:1 return on investment. The adoption, enforcement and application of modern building codes mitigates community vulnerabilities, reduces disaster recovery costs, and strengthens nationwide capability. FEMA is working to promote and support building codes in all areas of its work. In the interest of building a stronger, more resilient nation, FEMA encourages all grant recipients and subrecipients to meet current published editions of relevant consensus-based building codes, specifications, and standards, and to exceed them where feasible.

11. Appendix A – FY 2024 SAFER Program Updates

Appendix A contains a brief list of changes between FY 2023 and FY 2024 to the SAFER Program. The FY 2024 SAFER Program NOFO contains some changes to definitions, descriptions, and priority categories. Changes include:

- Under Eligibility – Allowable Project Types
  - The Hiring Activity offers grants to support applications to hire new, additional

firefighters

- Under Eligibility – Unallowable Project Types
    - FEMA will not fund any projects, activities, or line items that are covered under a department's normal operating budget
- Under Eligibility – Cost Sharing Requirement
    - Hiring Activity grant recipients are required to contribute non-federal funds as a cost share
- Under Eligibility – Cost Share Description, Type and Restrictions
    - In the first and second years of the grant, the amount of federal funding may not exceed 75 percent of the usual annual cost of a first-year firefighter and in the third year of the grant, the amount of federal funding may not exceed 35 percent of the usual annual cost of a first-year firefighter
- Under Eligibility – Required information for verifying Cost Share
    - Applicants are required to certify that their annual budget for fire-related programs and emergency response has not been reduced below 80 percent of the applicant's average funding level in the three years prior to the application date
- Under Register in FEMA GO:
    - FEMA GO will no longer support Internet Explorer.
- Under Additional Information
    - Inclusion of Hazard-Resistant Building Codes.
- Under R&R Activity – Eligible Costs
    - New Member Costs – eligible physical exam costs for new members include: initial medical exams; annual physicals; job-related immunizations; behavioral health; and Cancer Screening Programs to meet NFPA 1582.
    - Wellness and Fitness for Existing Members – eligible subcategories of physical exams for existing members
    - Employee Assistance Program (EAP) to provide behavioral health training for coping with fire service duties.
- Under Other Information
    - Extensions to the period of performance are allowed for R&R Activity grants only
-

12. Appendix B – Programmatic Information and Priorities

Appendix B contains details on SAFER Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

A. Ineligible Applications and Organizations

Volunteer and combination fire departments may apply for funding under both the Hiring Activity and the R&R Activity; however, departments must complete separate applications for each activity. Applicants are limited to one application per activity, per application period. If an applicant submits two applications for the same activity during a single application period, FEMA will disqualify both applications.

If two or more of the following entities have different funding streams, personnel rosters, and EINs but share the same facilities, FEMA considers them as being separate organizations for the purposes of FY 2024 SAFER Program eligibility:

- Fire departments; and
- National, state, local, federally recognized Tribal Nation, and nonprofit interest organizations.

However, if two or more organizations share facilities and each applies for the same activity (e.g., Hiring of Firefighters), FEMA reserves the right to review and compare all those program area applications to determine eligibility and review for potential overlap to avoid duplication of benefits.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any application submitted under this program.

Examples of ineligible applications and organizations include:

- For-profit organizations, federal agencies, and individuals;
- Fire departments that are a Federal Government entity, or contracted by the federal government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land;
- Fire departments that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ;
    - However, if a fire department is the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department if the application clearly states that the fire department is considered part of the same legal entity.
- State or local agencies, or subsets of any governmental entities, or any authorities that do not meet the requirements as defined by 15 U.S.C. § 2229a(a)(1)(A) and (a)(2);
- Ambulance services, emergency medical service organizations, rescue squads, auxiliaries, dive teams, and urban search and rescue teams; and,
- Non-federal airport or port authority fire departments whose sole responsibility is the suppression of fires on the airport grounds or port facilities unless the airport/port fire department has a formally recognized arrangement with the local jurisdiction to provide fire suppression on a first-due basis outside the confines of the airport or port facilities.
- Eligible applicants may submit only one application for each eligible activity (Hiring Activity and R&R Activity); all submissions of duplicate applications may be disqualified.
- If an applicant submits two or more applications for the same activity, both applications may be disqualified.
    - This is different from when where an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish, or other municipality). In that situation, the applicant may request similar or the same costs if the application clearly states which costs (including quantities) are for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.

B. Supporting Definitions for this NOFO

Attrition is a gradual reduction in work force without laying off personnel, e.g., when workers resign or retire and are not replaced.

Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710 – 2020 edition and NFPA 1720 – 2020).

Benefits, as defined in 2 C.F.R. § 200.431, means the regular compensation paid to employees during periods of authorized absences from the job, e.g., vacation leave, sick leave, military leave. Benefits may include employer contributions or expenses for social security, employee insurance, workmen's compensation, and pension plan costs, and the like, whether treated as indirect costs or as direct costs, and are also eligible and shall be distributed to awards and other activities in a manner consistent with the pattern of benefits accruing to the individuals or group of employees whose salaries and wages are chargeable.

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on- call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

Emergency Medical Services Organization is a public or private organization that provides direct emergency medical services, including medical transport.

Fire Department is an agency or organization that has a formally recognized arrangement with a state, territory, local government, or Tribal Nation authority (city, county, parish, fire district, township, town, village, or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career, or a combination of volunteer and career.

Firefighter is an individual having the legal authority and responsibility to engage in fire suppression; employed by a fire department of a municipality, county, fire district, or state, engaged in the prevention, control, and extinguishing of fires; and responding to emergency situations in which life, property, or the environment is at risk. This individual must be trained in fire suppression, but may also be trained in emergency medical care, hazardous materials awareness, rescue techniques, and any other related duties provided by the fire department.

Initial Full Alarm Assignment is the personnel, equipment, and resources ordinarily dispatched upon notification of a structural fire.

Majority Career departments are considered majority career if more than 50% of the active firefighting membership is salaried staff.

Majority Volunteer departments are considered majority volunteer if more than 50% of the active firefighting membership is NOT compensated for service other than a nominal stipend and insurance.

Mutual Aid is a written intergovernmental agreement between agencies or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

National, State, Local, or Federally Recognized Tribal Organizations that Represent the Interests of Volunteer Firefighters are organizations that support or represent the interests of firefighters in front of legislative bodies at the local, state, tribal, or federal level. Such organizations include, but are not limited to, state or local firefighter or fire chiefs' associations, and volunteer firefighter relief organizations and associations. FEMA shall make the final determination as to whether an applicant is an appropriate volunteer firefighter interest group.

New Recruit is a volunteer that joins the department with the intent to serve as a firefighter, after the recipient is notified of the grant award (the date of the award notification email in the FEMA GO mail center).

Nominal Stipend is a stipend that does not exceed 20% of what the fire department would otherwise pay to hire a full-time firefighter to perform the services for which the stipend is provided. Whether a stipend falls above or below the 20% threshold may be determined in one of two ways. Departments that maintain paid full-time firefighters on their payrolls may compare the stipend to the salary they pay a full-time firefighter who performs similar services to determine whether the stipend is more or less than 20% of that salary.

Departments that do not maintain full time firefighters on their payrolls may make the determination based on a comparison to the salary paid to a full-time firefighter in a neighboring jurisdiction, elsewhere in the state or ultimately the nation, and may also utilize data from the U.S. Department of Labor's Bureau of Labor Statistics. A nominal stipend may also include reimbursements to volunteer firefighters for approximate out-of- pocket expenses they incur.

If a stipend paid exceeds 20% of the prevailing wage calculated as described above, then the firefighter receiving compensation would not qualify as a volunteer and is considered an employee who may be covered by the *Fair Labor Standards Act (FLSA)* minimum wage and overtime provisions.

Operational Budget is the funding supporting fire-related programs or emergency response activities (e.g., salaries, maintenance, equipment, apparatus).

Operational Position is a position with a primary assignment (more than 50% of time) on a fire suppression vehicle, regardless of collateral duties, in support of the department's NFPA 1710 or NFPA 1720 compliance.

Paid-on-Call is defined as firefighters who are paid a stipend for each event to which they respond. Paid-on-call firefighters may be considered paid firefighters or volunteer firefighters, depending on whether the stipend they receive is a nominal stipend. For the purposes of this SAFER Program, a department whose membership is composed of all volunteer firefighters, including any paid-on-call firefighters who receive only a nominal stipend, will be considered a volunteer fire department. Also, for the purposes of this SAFER Program, a department whose membership is composed of any paid-on-call firefighters who receive more than a nominal stipend will be considered a combination fire department. Also refer to the definition of a nominal stipend.

Part-Time Firefighter is a firefighter who works less than 40 hours per week. When more than one part-time firefighter shares a position that results in work in excess of 40 hours per week, FEMA considers that shared assignment to be a Full-Time Equivalent position that must be accounted for in the staffing information provided in the application.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Salary is a fixed payment made by an employer to an employee to compensate for a regular work schedule. Typically, the payment is made on a monthly, biweekly, or weekly basis but often expressed as an annual sum. The salary structure should be documented in writing by the employer. Note: Only costs for overtime that an employer routinely pays as a part of a firefighter's regularly scheduled and contracted shift hours to comply with FLSA are eligible salary costs under the Hiring Activity.

State is defined as any of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Staffing and Deployment is the minimum staffing requirements to ensure a sufficient number of members are available to operate safely and effectively as defined in NFPA 1710 and 1720.

Supplanting is to replace or take place of funds that would otherwise be available from state or local sources, or the Bureau of Indian Affairs.

Tuition Assistance is only eligible for reimbursement of undergraduate and graduate studies, vocational/technical training, certification, and job training programs for the member of the department and not a spouse nor a dependent.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

C. Application Tips

The following information may be useful when preparing a competitive application:

- NFPA – "FREE ACCESS": as part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit http://www.nfpa.org/freeaccess.
- For the most competitive applications, select those local need(s) that most closely align with one or more SAFER Program funding priorities.

- Applications differ based on the applicant type. For example, the Hiring Activity application will be different from the fire department application for the R&R Activity; the R&R application will be different for a fire department than an interest organization. Be sure to select the appropriate applicant type when applying.
- When filling out the online application, applicants are required to provide basic demographic information regarding their organization and the community served and must provide detailed information regarding the items or activities for which they are seeking funding.
- If awarded, the application request(s) may be modified during the award review process; if the awarded activities, Scope of Work, or amount(s) do not match the application as submitted, the grant recipient shall only be responsible for completing the activities funded. The grant recipient is under no obligation to start, modify, or complete any activities requested, but not funded by this award. Please review the Award Package.

D. Funding Limitation

Specific funding parameters are either required by law or are the outcome of recommendations from the CDP. Each requirement is identified below, followed by the source of the requirement noted in parentheses:

- A total of 10% of the funding appropriated for FY 2024 SAFER Program awards is set aside for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(2)).
  - No more than 33% of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, territorial, or federally recognized tribal organizations that represent the interests of volunteer firefighters (CDP).
- A total of 10% of funding appropriated for FY 2024 SAFER Program awards is set aside for grants awarded to all volunteer or majority volunteer departments for hiring of firefighters (15 U.S.C. § 2229a(a)(1)(H)).
  - A majority volunteer fire department is one that more than half its personnel do not receive financial compensation for their services, other than life, health, and worker's compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. Although applications are normally awarded based on total score (high to low), to meet this 10% statutory set aside, the SAFER Program Office may be required to fund an application that meets the criteria for the set aside instead of a higher-scoring application that does not meet the set aside criteria (15 U.S.C. § 2229a(a)(1)(H)).
  - If FEMA awards less than 10% of the funds available for the hiring of firefighters to volunteer and majority volunteer fire departments, it must transfer the remaining

funds to provide grants for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a(a)(1)(H)).

E. Funding Priorities

a. ***Meeting the National Standards***

FEMA prioritizes bringing non-compliant (NFPA 1710 or 1720) departments into compliance in the most cost-effective manner.

FEMA will ask applicants general questions about the NFPA standard they are attempting to meet as well as their current ability to meet that standard (without the use of overtime).

FEMA will also ask applicants to indicate what their ability will be to meet that same standard if awarded grant funds. Having additional firefighters on staff should improve a local fire department's ability to comply with the staffing, response, and operational standards that enhance community and firefighter safety.

Applications resulting in the largest percentage increases in compliance with the relevant section of NFPA 1710 (for career departments) or 1720 (for volunteer departments) receive higher pre-scores than applications resulting in smaller percentage increases in compliance.

Note: SAFER Program grants focus only on the Deployment, or Staffing and Deployment sections of these two standards, respectively.

- NFPA 1710 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Department (Section 5.2.4.1 – Single-Family Dwelling Initial Full Alarm Assignment Capability, Section 5.2.3.1 – Engine Companies, 3.3.53 Rapid Intervention Crew). This standard applies primarily to career fire departments and combination departments if the combination department chooses it.
- NFPA 1720 Assembly Requirements – Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments (Section 4.3 – Staffing and Deployment, Section 4.6 Initial Firefighting Operations). This standard applies primarily to all-volunteer fire departments, but it may also apply to combination departments if the combination department does not choose to comply with the NFPA 1710 standard.

F. Hiring Activity Overview

Grants awarded under the Hiring Activity enable volunteer, combination, and career fire departments to improve or restore staffing levels to attain a more effective level of response and a safer incident scene. FEMA awards Hiring Activity grants directly to volunteer, combination, and career fire departments to help fire departments increase their cadre of frontline firefighters by providing financial assistance to hire new, additional firefighters (**New Hire**).

All the following are considerations in pre-scoring and peer review determinations: High (H), Medium (M), Low (L)

a. ***Compliance with NFPA Standards***
The tables below identify the priority levels for current and new compliance with the NFPA 1710/1720 standards discussed in Appendix B Section E. Funding Priorities of this NOFO.

Current (Pre-Award) 1710/1720 Compliance Priorities	
H Never or 0%	M Half of the time or 40-59%
H Rarely or 1-19%	L Very often or 60-79%
M Sometimes or 20-39%	L Most of the time or 80-100%

New (Post-Award) 1710/1720 Compliance Priorities	
H Always or 91-100%	M Half of the time or 40-59%
H Most of the time or 80-90%	L Sometimes or 20-39%
M Very often or 60-79%	L Rarely or 0-19%

b. ***Call Volume and Population Served***
Department call volume and population served are both factors in the initial application evaluation. Departments responding to a higher number of incidents and departments that protect a larger jurisdiction will receive higher consideration than those departments responding to fewer incidents and protecting smaller jurisdictions.

c. ***Firefighter Health Measures***
The health and well-being of firefighters is of paramount importance. Therefore, applicants who indicate newly hired firefighters will undergo an entry-level physical and receive immunizations and who indicate they will provide annual medical exams receive higher consideration than applicants who do not specify that these benefits will be provided. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1580 Chapter 13, Occupational Medical: Evaluations (NFPA 1582).

Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance when more information becomes available.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

d. ***Training Requirements***
Applicants will receive higher pre-scores if the personnel funded under the grant will meet the minimum EMS training and certification requirements prescribed by the AHJ.

G. R&R Activity – Fire Departments Overview

Grants awarded under this R&R Activity are to fire departments to assist with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. The grants are intended to create a net increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies within the recipient's response area.

All the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: **High (H), Medium (M), Low (L)**

a. ***Compliance with NFPA Standards***
The highest priority is to assist departments experiencing a high rate of turnover and that have staffing levels significantly below the ideal staffing level required to comply with NFPA standard 1710 or 1720 as discussed in Appendix B – Programmatic Information and Priorities, Funding Priorities of this NOFO.

b. ***Volunteer Membership***
Departments or organizations with the highest percentage of volunteers should benefit the most from the recruitment and retention of volunteer firefighters. Therefore, applicants whose membership is comprised of mostly volunteer members, or have a significant number of volunteer firefighters, receive higher consideration.

Percentage of Volunteer Firefighters	
H 91-100%	M 41-50%
H 81-91%	M 31-40%
H 71-80%	L 21-30%
H 61-70%	L 11-20%
M 51-60%	L 1-10%

c. ***Call Volume***
Department call volume is a factor in the initial evaluation. Departments responding to a higher number of incidents receive higher consideration.

d. ***Firefighter Health Measures***
Applicants who indicate the newly recruited firefighters will undergo an entry-level physical and receive immunizations, and who indicate they will provide annual medical exams receive higher consideration. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1580, Chapter 13, Occupational Medical: Evaluations (NFPA 1582). Applicants who provide worker's compensation/Accidental Death & Dismemberment (AD&D) benefits to their members receive higher consideration than applicants who do not specify these benefits will be provided.

Entry-Level Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

Annual Medical Exams	
H NFPA 1582-compliant physicals	M Non-NFPA 1582-compliant physicals

e. ***Firefighter Training and Certification Requirements***

Firefighter	
H Both Firefighter (FF) II/Emergency Medical Technician (EMT)	**M** FF I
H FF II	**L** First Responder
M Both FF I/EMT	

f. ***R&R Coordinator/Program Manager/Grant Administrator***

R&R Coordinator
H Applicants who currently have a coordinator, program manager, or grant administrator in place
M Applicants who request grant funding for a coordinator, program manager, or grant administrator's position
L Applicants who do not have, or are not requesting, a coordinator, program manager, or grant administrator

g. ***Regional Requests***

Applications that will have a direct regional or local benefit beyond the immediate boundaries of the applicant's first-due area will receive higher consideration.

A regional request is an opportunity for an eligible R&R Activity organization to act as a host and apply for funding on behalf of itself and any number of other participating R&R Activity eligible organizations. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and have a direct regional or local benefit to more than one local jurisdiction (county, parish, town, township, city, or village). Direct regional or local benefit means that other eligible organizations will receive a portion of the grant-awarded funds, will receive items purchased with the grant funds, or share an item purchased with grant funds.

The community identification characteristic, the organizational status of the applicant, and the permanent resident population should be entered for the host entity, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for any SAFER Program Activity. However, it cannot be for the same item.

In completing the application, the host applicant must include a list of all participating organizations, including a point of contact and phone number for each organization that will directly benefit from the regional project if they receive the grant. The organizations that will

benefit from the R&R Activity may also apply for funding under the SAFER Program if the organizations do not apply for a project or activity that could conflict with or duplicate the host applicant's project. Applicants must also certify that they will ensure the organizations participating in this application have not received grants for similar items/activities.

To apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, cost share, accountability for the assets, and all reporting requirements in the regional application.

All participants of a regional application must be compliant with SAFER Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the SAFER Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non- compliant partner organizations. The host and the delinquent partners will be notified by the SAFER Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU), or equivalent document signed by the host and all participating organizations participating in the award. The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible SAFER Program organization and must be a party to the MOU or equivalent document. **Copies of the MOU or equivalent document should be submitted as an attachment in the application**.

H. R&R Activity – National, State, Local, Territorial, or Federally Recognized Tribal Nation Volunteer Firefighter Interest Organizations (Interest Organizations) Overview

Grants awarded under this R&R Activity are to applicants who identify as an Interest Organization. These grants are intended to create an aggregate increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies on behalf of the fire departments being represented. For this reason, projects that are comprehensive in nature and based on a clear needs assessment, implementation plan, evaluation plan, and have, or will establish, fire service partnerships will receive higher consideration.

In completing the application, the applicant must include data that approximates the characteristics of the entire region and all fire departments affected by the grant. If awarded, recipients may be required to provide documentation of each fire department's consent to participate in the application. Applicants must also certify that they will ensure the fire departments participating in this application have not received grants for similar items/activities. The following identifies the elements that the applications will be evaluated on during the pre-scoring process. Automated (pre-score) evaluation scores represent 30% of the total application score.

All the following are considerations in pre-scoring and peer review determinations. Program priorities are listed as: **High (H), Medium (M), Low (L)**

a. ***Compliance with NFPA Standards***

The highest priority is to assist departments experiencing a high rate of turnover that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 as discussed in Appendix B – Programmatic Information and Priorities, Funding Priorities of this NOFO. Interest Organizations that currently have the lowest recruitment and retention rates among the entire region and all fire departments benefitting from the grant funds receive higher consideration for funding.

b. ***R&R Coordinator/Program Manager/Grant Administrator***

R&R Coordinator
H Applicants who currently have a coordinator, program manager, or grant administrator in place
M Applicants who request grant funding for a coordinator, program manager, or grant administrator's position
L Applicants who do not have, nor are not requesting, a coordinator, program manager, or grant administrator

c. ***Needs Assessment***

Needs Assessment	
H Applicants with projects based on a needs assessment	L Applicants with projects that are not based on a needs assessment

d. ***Fire Service Partnerships***

Fire Service Partnerships	
H Applicants who have, or will establish, fire service partnerships as part of this project	L Applicants who will not have, nor establish, fire service partnerships as part of this project

I. Eligible and Ineligible Costs and Requirements

Regardless of the eligibility of any costs requested or the results of the review of the application conducted in accordance with Section 7 Application Review Information of this NOFO, FEMA reserves the right to approve the activities requested in an application in whole or in part.

Hiring Activity – Eligible Costs and Requirements
Eligible Costs: • Salary and associated benefits (actual payroll expenses) for the positions funded under the SAFER Program grant are eligible. Costs are reimbursable if they are included as part of the standard package, available to all operational firefighter positions, contractually obligated, and reimbursed via payroll. Refer also to the definitions in Appendix B – Programmatic Information and Priorities, Supporting Definitions for this NOFO or this NOFO.

Hiring Activity – Eligible Costs and Requirements

- Compensation for a firefighter's normal, contracted work schedule is reimbursable, but overtime costs are not eligible for reimbursement by the SAFER Program grant award (including overtime for holdovers, extra shifts, to attend training, etc.). Only costs for overtime that the fire department routinely pays as a part of the base salary or a firefighter's regularly scheduled and contracted shift hours, to comply with FLSA, are eligible. For more information on FLSA, please visit the U.S. Department of Labor.
- Salaries and benefits of firefighters hired with SAFER Program funding while they are engaged in initial recruit training are eligible.

Eligibility Requirements:

- Only firefighters hired (**New Hire category**) after the SAFER Program grant offer of award are eligible for grant funding.
- Only full-time positions are eligible for funding. A full-time position is one position that is funded for at least 2,080 hours per year, e.g., 40 hours per week, 52 weeks per year.
- SAFER Program grant funds will only pay for operational positions, whose primary assignment (more than half the time) is on a fire suppression vehicle, regardless of collateral duties.
- Volunteer and mostly volunteer fire departments may also hire individuals to fill officer-level positions (e.g., chief, fire inspector, training officer, safety officer) in addition to their primary operational assignment.
- Funds received under the SAFER Program must not be used to replace funds that would be available from state or local sources, or from the Bureau of Indian Affairs, but shall be used to increase the amount of funding that would, in the absence of Federal funds received, be made available from state or local sources, or funds supplied by the Bureau of Indian Affairs.

Hiring Activity - Ineligible Costs

- The salaries and benefits of full-time firefighters who are employees at the time of grant award are ineligible to be funded under this grant.
- Job-sharing positions (e.g., utilizing more than one person to fill a full-time SAFER Program-funded position) are ineligible.
- The SAFER Program may not be used to fund promotions (e.g., to pay a current member a higher salary by placing him/her in a new SAFER Program-funded position).
- Pre-application costs, such as grant writer fees, administrative costs (e.g., physicals/ medical exams, background checks, etc.), and indirect costs associated with hiring firefighters are ineligible.
- Costs to train and equip firefighters (e.g., PPE/Turnout Gear) are ineligible (this does not include the salaries and benefits of firefighters hired under the SAFER Program while they are engaged in training).
- Costs for additional benefits such as uniform allowances, education stipends, meal allowance, etc., that are not contractually obligated, included as part of the standard benefits package for all employees, and reimbursed via payroll are ineligible.

- Costs of annual physicals/medical exams are ineligible.
- Overtime costs (including overtime for holdovers, extra shifts, to attend training, etc.) are ineligible (except as noted in "eligible costs" above).
- M&A costs.
- Indirect costs.

R&R Activity – Eligibility Requirements

- Applicants must correlate the activities for which funding is requested and the identified recruitment or retention problems or issues to be addressed. FEMA will not fund a budget line item if an applicant does not provide sufficient information detailing how it will enhance recruitment and retention. Allowable costs may be limited to reasonable amounts, as determined by FEMA.
- Applicants who propose to focus on retention of volunteers will receive equal consideration as applicants focusing on recruitment of volunteers. A focus on retention may include providing incentives for volunteer firefighter members to continue service in a fire department.
- SAFER Program grant funds may only be used for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response.
- FEMA recommends that departments consult their AHJ or the department's legal counsel to understand the full legal and financial implications involved with implementing or sustaining programs that offer benefits or financial awards to firefighters (e.g., stipends, Length of Service Award Program [LOSAP]/Retirement Program).
- All grant-related purchases and activities must be incurred, received, and completed within the period of performance. The period of coverage or service delivery on all contracts and agreements may not begin prior to or extend beyond the period of performance of the grant. FEMA may permit prorated costs to be charged to the grant for training courses that begin during the period of performance but end after the period of performance ends.
- All funded activities under the R&R Activity must be governed by formally adopted Standard Operating Procedures (SOPs). Minimally, these SOPs should specify who qualifies for each of the incentives, specific requirements for earning the incentives, and the disposition of the awarded incentives if an individual fails to fulfill the stipulations. FEMA may ask for copies of SOPs before or after being awarded.
- Funds received under the SAFER Program must not be used to replace funds that would be available from state or local sources, or from the Bureau of Indian Affairs, but shall be used to increase the amount of funding that would, in the absence of Federal funds received, be made available from state or local sources, or funds supplied by the Bureau of Indian Affairs.

R&R Activity – Eligible Costs: High Priority
• Costs to support a staffing needs assessment identifying the operational staff and support that are required to carry out fire department responsibilities safely and effectively (e.g., supplies for data collection, contractors, or personnel to collect and analyze data, software programs, etc.). ▪ **Note**: If a staffing needs assessment is requested and the application is selected for funding, the staffing needs assessment will be the only activity that will be funded. • Costs to support a R&R Coordinator, a Program Manager, and/or a Grant Administrator (including reasonable salary, fringe benefits, contract support, supplies, travel, etc.). ▪ **Note**: Computers for these positions are low priority items. • Marketing Program to recruit new volunteer firefighters, such as: ▪ Media advertising (e.g., television, radio, social media); ▪ Print advertising (e.g., newspapers, billboards, signs, banners, brochures, flyers); and, o LED/electronic sign. **Note:** this is a high priority item only when included as part of a comprehensive marketing program. Only one LED/electronic sign is allowed per applicant and 75% of usage must be dedicated to R&R activities. Allowable costs may be limited to reasonable amounts as determined by FEMA. Additional restrictions apply (for details see Section 10.B.a. Environmental Planning and Historic Preservation (EHP) Compliance of this NOFO). ▪ **Note**: If requesting funds to recruit new members, a marketing plan must be in place, or the application must show a marketing plan will be implemented either with grant funds (requested as a line item) or that the applicant will implement a marketing plan using existing department resources. • New Member Costs may include: o Entry-level physical exam for each new recruit; o Annual physicals for newly recruited members[4]; and o Station duty uniforms. • Wellness and Fitness for Existing Members. Wellness and Fitness costs of an annual exam may include: o Physical exams; o Job-related immunization; o Periodic Physical Exam/Health Screening; o Behavioral health; and o Cancer Screening Program to meet NFPA 1582. ▪ All grant-funded physicals (except those for explorers/cadets) must meet NFPA 1582 standards (Chapter 9, Occupational Medical Evaluation). • Employee Assistance Program (EAP) to provide behavioral health training for coping with fire service duties. • New recruit basic training that is not covered under a department's normal operating budget, and as required by the AHJ to meet minimum firefighter certification (e.g., cardiopulmonary resuscitation (CPR), First Responder, EMT, FF1, FF2).

[4] The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at https://www.fstaresearch.org.

R&R Activity – Eligible Costs: High Priority

- Reimbursement to members for lost wages, mileage and transportation costs, lodging costs, and per diem while attending required basic training is also eligible.
- **Note:** costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.

- Leadership or career development training when used as a retention incentive that is not covered under a department's normal operating budget.
  - Reimbursement to members for lost wages, mileage and transportation costs, lodging costs and per diem while attending leadership/career development training or conferences are also eligible.
  - **Note:** costs for mileage/transportation, lodging and meals must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
  - Courses must provide Continuing Education Units (CEU) or certificates of completion to be eligible.
- Instructor/train-the-trainer training that is not covered under a department's normal operating budget.
  - Reimbursement to members for lost wages, mileage and transportation costs, lodging costs, and per diem while attending instructor/train-the-trainer training are also eligible.
  - **Note**: Costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
- Tuition assistance for higher education (including books, lab fees and student fees).
  - Coursework or certifications in this category should be more advanced than what departments typically fund for required minimum-staffing requirements and specific to an accredited university or trade school program.
  - Courses are not limited to firefighter training or education.
  - Only tuition payments for classes offered and taken during the period of performance are allowable.
  - Computers for individual students are not eligible for funding.
  - Payments for student loans are not eligible for funding.
  - Recipients must provide internal policies that explain how funding is administered.
  - Allowable costs may be limited to reasonable amounts, as determined by FEMA.
- PPE/Turnout Gear.
  - PPE may only be funded for new firefighters that join the department after the date of grant award, that successfully pass an NFPA 1582-compliant physical, and that are certified as "fit for duty." PPE purchased with SAFER Program funding must be utilized by adequately trained staff.
  - Funds are available to acquire Occupational Safety and Health Administration-required and NFPA-compliant PPE for firefighting personnel. In addition, PPE must meet any national or state standards and increase firefighter safety. Failure to meet these requirements may result in ineligibility for PPE funding. Copies of NFPA standards may be reviewed at http://www.nfpa.org/freeaccess.
  - Only actual costs for PPE are allowed.

R&R Activity – Eligible Costs: High Priority

- Allowable costs may be limited to reasonable amounts, as determined by FEMA.
- To receive payment, recipients must provide the following documentation to support the purchase of PPE:
  - Invoices/proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) for PPE.
  - Proof that the firefighter(s) have passed an NFPA 1582-compliant physical and are certified as "fit for duty."
- Eligible PPE Expenditures:
  - Only one set of PPE for structural and wildland firefighting per each new recruit.
  - The SAFER Program considers a complete set of structural PPE to be comprised of one self-contained breathing apparatus (SCBA) mask/face piece, one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In those jurisdictions where additional PPE, like Personal Safety/Rescue Bailout Systems are statutorily required, the SAFER Program will consider all statutorily required items to be part of a complete PPE set.
  - The SAFER Program considers a complete set of wildland PPE to be comprised of one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, one web gear, one backpack, and one canteen/hydration system.
- Traditional therapies and preventative care facilitated by a licensed mental health or physical healthcare provider.
- LOSAP or Retirement Program:
  - New LOSAP or Retirement Programs (meaning the department has never had a LOSAP or Retirement Program).
  - Increasing existing LOSAP or Retirement Program coverage to include newly recruited members (FEMA will only fund the increase portion of the program).
    Note: FEMA will not fund LOSAP or Retirement Programs that were previously funded by a SAFER Program grant.

R&R Activity – Eligible Costs: Medium Priority

- Nominal stipends, as defined under Appendix B – Programmatic Information and Priorities, Supporting Definitions for this NOFO in this NOFO for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response (e.g., Pay-per-Call, Points Based System, etc.). Stipends may only be provided for participation in operational (firefighting) activities, such as duty shifts, operational training, or responding to incidents.
  - Food vouchers may be used for nominal stipends if the Narrative supports their use as an effective recruitment and retention tool for the department. However, food vouchers must be issued through formally adopted SOPs.
  - Award recipients must maintain records of all food vouchers including firefighter name, amount, date received, and signature of the receiving firefighter.
  - Gift cards may not be used for nominal stipends. For information on gift cards, see Low Priority – Awards/Incentives below.
  - Only actual costs for stipends are allowed.

R&R Activity – Eligible Costs: Medium Priority

- Allowable costs may be limited to reasonable amounts as determined by FEMA.

- Costs to support explorer/cadet, and mentoring programs, such as:
  - Only one set of station duty uniforms (the SAFER Program considers one set of station duty uniform as one pair of pants, one shirt, one hat, and one pair of boots) for each newly recruited cadet/explorer per the department's documented uniform policy.
  - Training (Non-Immediate Danger to Life and Health [IDLH]).
  - One set of structural or wildland PPE as defined above for each new cadet/explorer that joins the department after the date of grant award, with the following two exceptions: 1) SCBA mask/face pieces are not eligible because PPE for explorers/cadets may not be used in an IDLH atmosphere, and 2) physicals for explorers/cadets are not required to meet NFPA 1582.
  - One introductory physical exam per each newly recruited explorer/cadet.
- Insurance packages (e.g., AD&D, workers compensation, disability, health, dental, life).
- Exercise equipment is limited to no more than $10,000 total per grant award.
- Wellness programs (e.g., group fitness led by health instructors that come to the department).

R&R Activity – Eligible Costs: Low Priority

- New Member Costs. Only one set of station duty uniforms (the SAFER Program considers one set of station duty uniforms as one pair of pants, one shirt, one hat, and one pair of boots) for new firefighters that join the department after the date of grant award, per the department's documented uniform policy.
  - **Note**: Class A or B uniforms (e.g., Dress Uniforms) and badges are not allowable costs under the SAFER Program.
- American National Standards Institute-approved retro-reflective highway apparel.
- PPE gear bags.
- Costs for advanced training not currently covered under the department's operating budget (e.g., extrication training, specialized equipment training, swift water rescue, etc.). Advanced training requests are only eligible for members who have already met the minimum firefighter certifications required by the AHJ and must closely correlate to the applicant's recruitment and retention goals.
  - Reimbursement to members for lost wages, mileage and transportation costs, lodging costs, and per diem while attending advanced training are also eligible.
  - **Note**: Costs for mileage and transportation costs, lodging costs, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the federal government rate.
- Two computers (including monitor, keyboard, mouse) and printer for grant-appointed R&R Coordinator, Program Manager, and/or Grant Administrator.
- Awards or Incentive program for participation in operational (firefighting) activities, such as operational training or responding to incidents (e.g., length of service plaques, gift cards for top responders, non-uniform clothing).

R&R Activity – Eligible Costs: Low Priority

- Non-uniform clothing (limited to a shirt, a jacket, or a pullover) as part of an award program only.
  - **Note**: Class A or B uniforms (e.g., Dress Uniforms) and badges are not allowable costs under the SAFER Program.
- Gift Cards: a logbook for the purchase and issuance of gift cards is required. The logbook should include name of recipient, date, amount of card, reason for issuance, and signature of recipient. Gift cards should be issued to operational firefighters who have completed the minimum firefighter training required by the AHJ.

- LED/electronic sign when it is not included as part of a comprehensive marketing program.
- Fire service association membership fees.
- Projector or screen to support classroom training.
- Payments for housing or rent for volunteers at or near the fire station.
- Other costs associated with new recruits (background checks, aptitude tests, etc.).
- Station modifications/remodeling/renovation of existing facilities.
  - Remodeling/renovations to an existing facility are allowable (e.g., converting space into bunkroom) and must correlate to the identified recruitment or retention problems or issues being addressed with the grant. The renovations must be minor interior alterations not to exceed $10,000 total per grant award.
  - Remodeling/renovations may not change the footprint or profile of the building.
  - Any request for modifications to facilities may require EHP review (for details see Section 10.B.a. Environmental Planning and Historic Preservation (EHP) Compliance of this NOFO). Recipients are encouraged to have completed as many steps as possible for a successful EHP Review in support of their proposal for funding, including coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, and compliance with all state and EHP laws and requirements. Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, and compliance with all state and EHP laws and requirements.
  - Written approval must be provided by FEMA before using any SAFER Program funds for remodeling or renovation. If awarded funds for remodeling or renovation, recipients may be required to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of interest.

R&R Activity – Eligible Costs: Non-Prioritized Costs

- M&A costs up to 3% of the total awarded amount in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. M&A costs must be identifiable and directly related to the implementation and management of the SAFER Program grant. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item.

R&R Activity – Eligible Costs: Non-Prioritized Costs

- Indirect costs for national, state, local, or federally recognized Tribal Nation volunteer firefighter interest organizations that are expended pursuant to Section 3.H. Indirect Costs (Facilities and Administrative Costs).
- Up to $1,500 in grant writer fees for application preparation, but not grant administration. The fee must have been paid between 90 days before the publication date of this NOFO and up to 30 days of the end of the application period and prior to any contact with SAFER Program Office staff or an Offer of Award. For details see Appendix C – Award Administration Information, Grant Writer/Preparation Fees.
- Audit costs proportional to the total SAFER Program award. Recipients of multiple federal funding sources can only charge a pro rata share of the audit cost(s) to the SAFER Program award, and they must be incurred during the period of performance.

R&R Activity – Ineligible Costs

This list is not exhaustive:

- Salary and benefits for firefighters.
- Retroactive payments or recognition for operational services rendered prior to the grant award.
- Costs incurred (including the delivery of goods or services) outside of the period of performance except for grant writer fees; see Appendix C – Award Administration Information, Grant Writer/Preparation Fees.
- Fire suppression equipment.
- Vehicles.
- Fire simulators, fire evolution, or fire training props (e.g., burn trailers, forcible entry, rescue/smoke maze, flashover simulators).
- Supplies, expendables, or "onetime" use items such as foam, fuel/propane, breaching materials (e.g., wood or sheetrock).
- Sirens, warning lights for fire department or private vehicles, or other outdoor warning devices.
- Communication equipment and monthly expenses including cell phones, pagers, portable radios, or Computer- Aided Dispatch systems.
- Video cameras/recording equipment.
- Photographs/photographer unless part of a marketing contract for recruitment of new members.
- Intruder alerting systems and deployment notification systems.
- Retroactive payments or recognition for non-operational activities (including payments, gift cards, recruitment bonuses, or stipends for recruiting firefighters).
- Payments for travel to or participation in leisure or social activities such as theater tickets, entertainment tickets, and trips (e.g., professional sporting events).
- Costs associated with award banquets, such as food, photographers, refreshments, entertainment, or rental facilities. Reimbursement for actual awards (e.g., plaques and trophies) is eligible.

R&R Activity – Ineligible Costs

- Costs for food or refreshments that are not part of a conference or training hosted by the grant recipient (food vouchers can be requested as a nominal stipend but must be provided only under formally adopted SOPs).
- Costs for training currently covered under the department's operating budget (e.g., tuition or instructor fees for department-mandated, basic-level training).
- Tuition assistance for family members of the volunteer.
- Services at a member's personal residence (e.g., internet access, plowing of driveways).
- Furniture (except for newly converted bunkrooms), televisions, fixtures, appliances (e.g., refrigerators), and entertainment equipment.
- "Giveaways" for recruitment events, such as stickers, pencils, pens, t-shirts, cups, mugs, or balloons.
- Fees for courses and training that are available free of charge on the internet or at state/local training facilities (e.g., NIMS 100, 700, 800).
- Costs for fuel. Costs for travel to training or other eligible activities are reimbursed through mileage rates.
- Gym Memberships.
- Payments for student loans.
- Mileage reimbursement for responding to incidents or periodic operational training at the fire house (mileage reimbursement is allowed for other types of training as explained under eligible costs).
- Station internet access/user fees and equipment to install internet (such as routers).
- Continued funding of an existing (or previously funded through the SAFER Program) LOSAP or Retirement Program.
- Computers in common areas or individual computers for training/education.
- Copiers/printers.
- Incentives for career firefighters within the recipient's fire department.
- Ineligible explorer/cadet/mentoring program expenditures:
  - SCBAs, including masks/face pieces.
  - Anything involving the IDLH atmosphere.
  - Any activities precluded by the AHJ.
- Ineligible PPE expenditures:
  - Three-quarter length rubber boots.
  - SCBAs (not including SCBA masks/face pieces).
  - PASS Devices.
  - Spare cylinders.
  - Bomb disposal suits.
  - PPE for hazardous materials and other specialized incidents.
  - More than one set of structural or wildland PPE per newly recruited member (within the period of performance).
- PPE for existing members, R&R Coordinator, Program Manager, and/or Grant Administrator.

13. Appendix C – Award Administration Information

Appendix C contains detailed information on SAFER Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

A. Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS OIG Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

B. Grant Writer/Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically identified, and listed within the "Grant Request Details" section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to $1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days before the publication date of this NOFO and up to 30 calendar days after the application period closes. For the grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the federal government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

1. A copy of the grant writer's contract for services;
2. A copy of the invoice or purchase order;
3. A copy of the canceled check (front and back); and
4. Evidence that the services were competitively procured.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

Note: FEMA requires that all applicants identify the following as "Application Participants" in the "Contact Information" section of the application: Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget; whether that person, entity, or agent is compensated or not; and whether the assistance took place before submitting the application.

C. Maintenance and Sustainment

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with SAFER Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance if the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

D. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible SAFER Program acquisition activity may be charged to a SAFER Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the SAFER Program application narrative, as well as the "Grant Request Details" section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible SAFER Program acquisition activity are not chargeable to any SAFER Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status, or certification from a governmental authority attesting to its exempt status. For more information, please visit http://www.fcc.gov.*

E. Excess Funds

After completing the initial project(s) proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need. An amendment request must be submitted to document the expenditure of excess funds. As a reminder, all costs must be incurred, and all goods and services must be delivered or completed within the period of performance to be allowable.

F. Payments and Amendments

FEMA uses the Direct Deposit/Electronic Funds Transfer method of payment to recipients.

SAFER Program payment/drawdown requests are generated using FEMA GO. SAFER Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time, request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

a. ***Advances***
Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include all applicable source documentation such as invoice(s), purchase orders, contracts, etc., to support the costs associated with the advance SAFER Program payment/drawdown requests. EHP review requirements must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient.

Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the *Cash Management Improvement Act (CMIA)* and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

b. ***Reimbursement***
Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of SAFER Program approval for reimbursement requests, recipients shall submit all applicable source documentation, such as payroll records, timecards, contracts, invoices, purchase orders, proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) to support the costs associated with each payment/drawdown request.

c. ***Rebates***
Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate-adjusted Cost Share.

d. ***Payment Requests During Closeout***
A recipient may only submit reimbursement payment requests up to 120 calendar days after the expiration of the period of performance, during an award's closeout reconciliation per 2 C.F.R. § 200.344. Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain

clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

e. ***Amendments***

FEMA may approve SAFER Program award amendments on a case-by-case basis for the following reasons:

- Extension of the period of performance to complete the scope of work under the R&R Activity;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests;
- Budget changes (adding funds to award/non-closeout deobligation of funds); and
- Change of key personnel.

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner to be consistent with SAFER Program goals and objectives.

Note: A recipient may deobligate or return unused funds (i.e., those remaining funds previously drawn down via payment request or remaining award funding that was never requested) to FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (e.g., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's cost share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request.

G. Disposition of Grant-Funded Equipment

A recipient must use, manage, and dispose of SAFER Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. Except for state governments, when original or replacement equipment acquired under a SAFER Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting the SAFER Help Desk before disposing of SAFER Program-funded equipment.

H. Post-Award Recipient Responsibilities

Once awarded, recipients under the Hiring Activity must submit a pre-SAFER Program roster listing paid operational/firefighting personnel, in support of NFPA 1710 or NFPA 1720, who are employees at time of award. FEMA compares the pre-SAFER Program roster to names submitted for SAFER Program-funded positions to ensure that the SAFER Program-funded firefighters are new employees.

The SAFER Program Office will work with recipients to establish the correct staffing maintenance numbers, which combine the number of pre-SAFER Program and SAFER Program-funded operational positions. Once this is established, recipients must agree to maintain this number throughout the period of performance by taking active and timely steps to fill any vacancies.

Recipients under the Hiring Activity who lay off any operational personnel during the period of performance will be considered in default of their grant and the award will be terminated. In those situations, recipients may be required to return the federal funds disbursed under the grant award.

Recipients who are unable, due to documentable economic hardship, to backfill non-SAFER Program operational positions vacated through attrition (e.g., resignation, retirement) after receiving an award may petition FEMA to waive the staffing maintenance requirements.

Approved waivers allow recipients to decrease and reestablish the staffing maintenance numbers agreed to at the time of award by the number of positions that recipients are unable to fill. To qualify for this waiver, the economic hardship must affect the entire public safety sector in a recipient's jurisdiction, not just the fire department. FEMA will not grant waivers for SAFER Program-funded positions. Recipients who fail to maintain the required level of staffing risk losing federal funds awarded under this grant.

Recipients must agree that, notwithstanding any provision of other laws, firefighters hired under these grants will not be discriminated against or be prohibited from engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.

FEMA strongly encourages applicants, to the extent practicable, to seek, recruit and hire military veterans to increase their ranks within their departments.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-241

MEETING: June 17, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Discussion and Possible Action to Approve the 2025 Legislative Platform

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RECOMMENDATION AND JUSTIFICATION

Discussion and Possible Action to Approve the 2025 Legislative Platform.

The Legislative Platform is the County Board of Supervisor's declaration of issues and items that are of importance to the citizens of the County. By identifying priorities, the Platform helps guide administration and other County departments in recommending legislative positions.

The Platform also provides the county administrative officer with direction as to the County's position in those instances when a timely response is necessary. This year's Platform mirror's last year's organization around the County's five strategic focus areas: responsible governance, safe communities, human wellness, reliable infrastructure and thriving communities.

Possible amendments for discussion and potential inclusion in the 2025 Legislative Platform are attached.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board annually develops and approves a legislative platform.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board may decline to approve the legislative platform or approve the platform with amendments. If no legislative platform is approved, staff will need direction on each legislative question, which will slow down our response.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **2025 Legislative Platform**
2. **2025 Legislative Platform - Possible Amendments for Discussion**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER:	District V Supervisor Miles Menetrey
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

2025 LEGISLATIVE PLATFORM

MARIPOSA COUNTY

District 1: Rosemarie Smallcombe

District 2: Shannon Poe

District 3: Danette Toso

District 4: Jenni Kiser

District 5: Miles Menetrey

COUNTY PROFILE

GENERAL LAW COUNTY

Mariposa County is a full-service local government with no incorporated cities. It is one of the original 27 counties of California and the proud home of Yosemite National Park.

1,463 SQ MI

TOTAL LAND AREA

Approximately half of the land area of the County is owned by the federal government. Less than one percent of the County land area has access to water and sewer utilities.

5 MILLION

ANNUAL VISITORS

Each year 4 - 5 million visitors come to Mariposa to visit Yosemite National Park. The County has 17,000 full-time residents.

9% OF ALL HOMES

SHORT-TERM RENTALS

Up to 24% of homes in Mariposa County are vacant properties used for vacation homes, second homes, and short-term rentals. This is four to five times the number needed to meet local housing demand.

ABOUT THE PLATFORM

INTRODUCTION

The Mariposa County Legislative Platform serves as a guiding document that outlines the County's policy priorities and advocacy goals at both the state and federal levels. It provides a structured framework for engaging with legislative bodies, ensuring that the unique needs and interests of Mariposa County residents are effectively represented in broader policy discussions.

USE

The Legislative Platform is utilized by County officials and those working on behalf of the County to:

- Advocate for legislation and funding that align with the County's strategic goals.
- Provide a consistent framework for policy positions across departments.
- Inform decision-making processes and prioritize resource allocation.
- Engage with community stakeholders to foster collaborative approaches to governance.
- Create position letters that are consistent, strategically aligned, and backed by established policy priorities.

By maintaining a clear and cohesive Legislative Platform, Mariposa County ensures its voice is heard in broader policy discussions, thereby advancing the quality of life for its residents.

RESPONSIBLE GOVERNANCE

Mariposa County supports responsible governance through a commitment to maintaining local authority and long-term stability. The following priorities reflect this focus.

- Preserve and protect the Constitutions of the United States and the State of California.
- Preserve and protect the County's powers, duties and prerogatives to enact local legislation concerning local affairs. Oppose legislation that preempts local authority.
- Support measures that promote fiscal stability, predictability and independence. Preserve the County's revenue base and maximum local control over funds and programs.
- Support efforts to assist small counties with higher per capita costs for service. Secure funding for all mandated programs and minimize administrative burden.
- Preserve and enhance County fairgrounds for emergency operations, community events, local tourism, and centers of local heritage.
- Promote jobs, housing, and enterprise. Increase housing supply through various means including expanding infrastructure in rural areas and opposing over-regulation.
- Mariposa County recognizes, welcomes, and supports all residents and visitors regardless of race, color, religion, sex, gender identity, sexual orientation, ability, age, or other identifying characteristic. Government action should likewise promote equal opportunity and access to services.
- Legislation should be considerate of a wide variety of lifestyles, including residents that do not live in or near urban areas. Policy should exempt or reduce urban-focused regulations for rural areas.
- Mariposa County supports full restoration of Williamson Act subventions to encourage preservation of California's agricultural lands.
- Support legislation and funding for nonprofit partners and the services they provide for our community.
- Preserve the County's rural character and diverse natural resources.

SAFE COMMUNITIES

Mariposa County supports safe communities through a commitment to public safety and preparedness. The following priorities reflect this focus.

- Support all reasonable efforts to mitigate the frequency, scale, and impact of disasters, including programs to support property management and home hardening.
- Support efforts to strengthen, modernize, and provide funding for County emergency response and preparedness capacities.
- Promote long-term plans and actions that contribute to wildfire prevention, manageable fuel loads, and healthy forests.
- Support funding for forest health, drought mitigation, flood prevention, pandemic mitigations, and expanding timely disaster relief and reimbursements.
- Support actions to ensure property insurance will be available at a reasonable rate for all California homeowners.
- Oppose legislative proposals that seek to restrict the use of K-9 units and other public safety personnel.
- Support protections for public safety personnel and resources for the tools and appropriate facilities that allow them to protect our communities.
- Support funding to construct or rehabilitate local jails and full funding for County trial courts, juvenile probation, and victim witness services.
- Support legislation and funding for Evidence-Based Practices (EBP) that improve public safety outcomes.
- Oppose legislation that would erode due process for individuals, including law enforcement officers and staff, such as requiring premature disclosure.
- Support efforts to eradicate illegal cannabis, methamphetamines, and other illicit drugs from the County and California.
- Support efforts to reduce burdensome regulations on the County related to fire mitigation and prevention.

HUMAN WELLNESS

Mariposa County supports human wellness by promoting access to care and services for all residents. The following priorities reflect this focus.

- Behavioral health funds should remain with counties with maximum local discretion over funding allocation and use.
- The County recognizes and supports the continued reform of State and federal health and welfare entitlement programs and the reform of child welfare services.
- Local Child Support Enforcement Agencies should be funded at a level that will allow federal matching revenues to continue to fully fund the agencies.
- Support the implementation of the Master Plan on Aging, subsequent initiatives, and encourage a strong rural voice on State committees.
- Support legislative efforts that enhance funding and support for Veterans' Services.
- Ensure CARE Court is fully funded, incorporates County priorities and objectives, and meets the public need.
- Support the continued federal funding of the Older Americans Act and encourage greater flexibility in use of funds to meet unique rural needs.
- Support legislation that will enhance local collaboration toward the goals of poverty and homeless reduction and capacity building for individuals, families, and communities
- Support implementation of CalAIM.
- Support legislative, administrative and/or budgetary efforts to better fund the child support services program, ease related operational burdens, provide better access to services, and expand local operating control for child support agencies.
- Preserve funding for First 5 programs.
- Support budgetary, administrative, and legislative action that allows for greater funding, access and deployment of health care services for low-income individuals.

RELIABLE INFRASTRUCTURE

Mariposa County supports reliable infrastructure through ongoing investment and improvement of key community services and systems. The following priorities reflect this focus.

- Improving local roads, water and sewer utilities, the safety and reliability of electric power, and broadband availability and speed is vital to the success of our community.
- Support efforts that fund and allow for greater and more equitable deployment of broadband infrastructure.
- Support legislation providing equitable gasoline tax distribution to counties without incorporated cities and legislation recognizing local general fund participation in road funding, regardless of source, as self-help.
- Support rural County access to infrastructure funds for local improvements.
- Support efforts that assist the County in meeting its waste and recycling mandates while adding flexibility to comply with state regulations.
- Support legislation that would encourage undergrounding of utilities.
- Oppose legislation that shifts taxation from fuel sales taxes, which are constitutionally guaranteed for local transportation, to excise taxes, which are not similarly protected.
- Support the creation of additional flexible and ongoing funding for counties to improve critical infrastructure including roads and bridges.
- Support legislation that would provide a means by which all vehicles, including electric vehicles (EV), would share equally in the appropriate road use taxes.
- Support legislation that would allow for grants and other alternate revenue sources for small utilities and landfills.
- Support State efforts to maintain, repair, or privatize utility systems, as appropriate for an individual community.
- Ensure that annual budget fluctuations do not negatively impact funding for roads.

THRIVING COMMUNITIES

Mariposa County supports thriving communities by fostering growth, expanding opportunities, and improving quality of life for residents. The following priorities reflect this focus.

- Increase the supply of housing by tailoring regulations to local conditions, providing funding and incentives, funding infrastructure development and expansion, and ensuring State programs are available in and designed for rural communities.
- Support efforts that provide flexibility and assistance to counties in order to meet their housing and climate goals.
- Broaden opportunities for home ownership.
- Support funding opportunities for recreation centers, parks, and other outdoor amenities.
- Continue and expand funding for library and museum collection development, programming, and facilities.
- Support legislation and budgetary measures that provide funding for local governments to beautify their communities.
- Oppose legislation that would harm tourism and tourism-related businesses in Mariposa.
- Oppose any and all efforts to exempt or excuse any group of transients from paying their share for the services they use.
- Oppose State control and/or collection of transient occupancy taxes.
- Preserve funding for local Weed Management Areas, pest prevention and pesticide enforcement programs, marketing regulatory programs, effective wildlife management tools, and/or the preservation and enhancement of weights and measures programs.
- Support implementation of the Federal and State Endangered Species Acts that balances social and economic benefits with species protection and ensures that policies are based on scientific evidence.
- Support job creation and worker training that contributes to healthy local ecosystems, emerging industries and local economies.

CONTACT INFORMATION

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Mariposa, California 95338
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jlynch@mariposacounty.org

The following are potential amendments submitted by individual members of the Board of Supervisors for possible inclusion in the Mariposa County Legislative Platform.

Responsible Governance (Page 4)

Suggested Addition: "Promote jobs, housing, and enterprise by fostering a supportive environment for business initiatives and growth opportunities, leveraging continued improvements in technology to streamline processes, while ensuring sustainable development that preserves the County's rural character and addresses population decline."

Safe Communities (Page 5)

- **Suggested Addition**: "Support all reasonable efforts to mitigate the frequency, scale, and impact of disasters, including programs that encourage resilient development and support local economic growth, fostering a community open to opportunities while maintaining rural character."

Reliable Infrastructure (Page 7)

- **Suggested Addition**: "Support efforts that fund and allow for greater and more equitable deployment of broadband infrastructure, including partnerships that encourage business expansion and community growth, with continued improvements in technology to support sustainable development that preserves rural identity."

Thriving Communities (Page 8)

- **Suggested Addition**: "Increase the supply of housing by tailoring regulations to local conditions, providing funding and incentives, and fostering a collaborative approach to development that supports business growth and population stability, ensuring sustainable progress that honors the County's rural character."

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2025-242

MEETING: June 17, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Agreement with S and H Shin Trust for the Sale of 0.18 Acres, a Tract of Land Being a Portion of Yosemite Parkway as Delineated on the "Map of Yosemite West Unit 1" in the Book of Maps at Page 1511; and Authorize the Board of Supervisors Chair to Sign the Agreement and Execute Deed Conveying the Sale of Said Tract of Land

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RECOMMENDATION AND JUSTIFICATION

Approve Agreement with S and H Shin Trust for the Sale of 0.18 Acres, a Tract of Land Being a Portion of Yosemite Parkway as Delineated on the "Map of Yosemite West Unit 1" in the Book of Maps at Page 1511; and Authorize the Board of Supervisors Chair to Sign the Agreement and Execute Deed Conveying the Sale of Said Tract of Land.

This item will approve the sale of 0.18 acres of land located in Yosemite West in front of lot 142 along Yosemite Parkway to S&H Shin trust, Simon and Heather Shin as Co-trustees, and allow the Boards of Supervisors Chair to sign the sale agreement and execute the grant deed to effectively transfer the tract of land to the S&H Shin Trust. Per government code 25526.5 Whenever the board of supervisors determines that any real property or interest therein belonging to the county is no longer necessary for county or other public purposes, and its estimated value does not exceed twenty-five thousand dollars ($25,000), the county may sell, exchange, quitclaim, or convey that real property or interest therein in the manner and upon the terms and conditions approved by the board of supervisors without complying with any other sections in this article. With the purchase of said tract of land as described in the attached legal description it will allow the proposed residence to be built approximately 45 feet from the edge of the existing roadway, with all associated improvements, such as parking and access to stairs, located entirely within the private lot. However, if the request is denied, the residence would need to be constructed approximately 80 feet from the roadway, with parking and access improvements remaining within the public road easement, requiring an encroachment permit.

Due to the size of this lot, rather than an encroachment permit, staff recommends that this property be sold to the S&H Shin trust for the amount of $25,000 to ensure that the proposed residence will be built entirely within the private lot.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The original subdivision map filed on August 1, 1967, on page 1511 of the Book of Maps, created the roadways and public easements. Mariposa County's ownership of said Roadways and public easements

was established in Board Resolution 2021-152 Accept Transportation of Right-of-Way (ROW) land Donated - Yosemite West. The Board of Supervisors approved the proposed title transfer, effectively granting the roads and public easements within the Yosemite West Subdivision to Mariposa County.

Since then, one request for a vacation of public easement was brought to the board in February of 2024, Resolution 2024-071, which was approved to vacate 0.04 acres in front of lot 260 for placement of proposed improvements outside of the right-of-way. Specific to this Property, the Board was presented with a discussion and Direction item on February 18, 2025, from Public Works regarding the Vacation of the public Roadway and Utility easement with no formal resolution associated.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the agreement is not approved, the lot will be developed, and parking improvements will have to be made within the public Right-of-Way (ROW) with an encroachment permit.

FINANCIAL IMPACT

None to General Fund. Funds collected from the property sale will be transferred into the Yosemite West Road Maintenance Fund 3322-408-47115.

ATTACHMENTS

1. **Simon and Heather Shin Grant Deed**
2. **Legal Description**
3. **Lot142 Site Plan**
4. **Shin Purchase agreement**
5. **Resulting Description**

VOTE RESULT

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

RECORDING REQUESTED BY:

MAIL TAX STATEMENTS AND
WHEN RECORDED MAIL TO:

Mariposa County CAO
P.O. Box 784
Mariposa, CA 95338

Order No.:
Escrow No.:

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):

DOCUMENTARY TRANSFER TAX IS $_____

_____ Computed on full value of property conveyed, or
_____ Computed on full value less liens and encumbrances remaining at time of sale.
_____ Unincorporated area of Mariposa County

_____

Signature of Declarant or agent determining tax-firm name

For valuable consideration, receipt of which is hereby acknowledged,

County of Mariposa, a political subdivision of the State of California, hereby GRANT(S) to

Simon and Heather Shin (Co-Trustees)
S&H Shin Trust

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 Parkway 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 found in the attached legal description "Exhibit A".

The above-described tract of land is subject to any rights-of-way or easements of record or legally acquired.

Dated: _____

_____
Rosemarie Smallcombe
Mariposa County Board of Supervisors

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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)
) SS.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally

appeared _____,

who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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_____

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
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

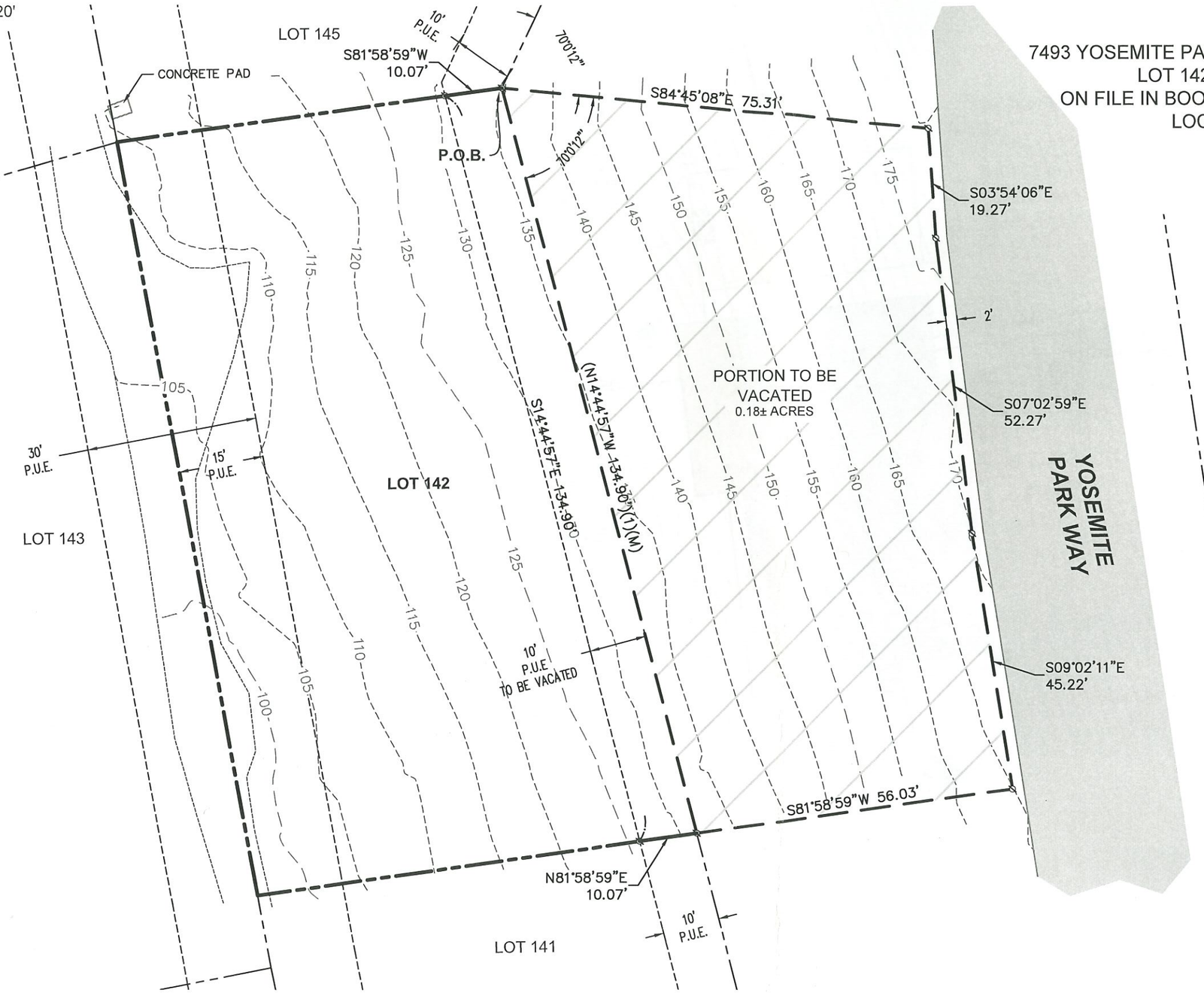
JOB#23-079

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'



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:\USA Dropbox\USA - ActiveJobs\2023\23-079\CAD\Drawings\EX-A.dwg

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND INITIAL JOINT ESCROW INSTRUCTIONS

This Agreement for the Purchase and Sale of Real Property and Initial Joint Escrow Instructions ("Agreement"), dated for reference purposes only June 17th, 2025, is entered into by and between the County of Mariposa, a political subdivision of the State of California ("Seller"), and Simon and Heather Shin ("Buyer"), and is predicated on the following facts:

RECITALS

Seller is the owner of certain real property consisting of approximately 0.18 acres located in the Yosemite West area of Mariposa County, California, commonly known as Mariposa Public Right-of-way within Yosemite West, as described more fully in Exhibit "A" attached hereto ("the Property").

On the terms, conditions and provisions set forth in this Agreement, Buyer desires to purchase, and Seller desires to sell to Buyer, the above-listed real property. Seller no longer requires the Property for future public use. Buyer and Seller have entered into this Agreement voluntarily as a negotiated transaction for the Buyer to acquire and for the Seller to sell the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Seller and Buyer agree as follows:

1. **PURCHASE AND SALE.**

   Seller agrees to sell, convey, and transfer all of Seller's rights, title, and interest in and to the Property, including any easements and rights appurtenant thereto, and Buyer agrees to purchase and accept the Property, upon the terms and conditions herein contained.

2. **TRUTH OF RECITALS.**

   The parties agree that all recitals are true.

3. **EFFECTIVE DATE.**

   This Agreement is effective upon execution by the parties hereto.

4. **PURCHASE PRICE.**

   A. The purchase price for the property shall be $25,000
   B. The Buyer agrees to pay all fees and costs directly associated with the sale.

C. The purchase price shall be payable as follows:

i. Buyer shall deposit $25,000 cashier's check into escrow.

5. **ESCROW AND TITLE.**

A. Escrow Holder ("Escrow Holder") shall be:

Inter-County Title Company
5160 Bullion St
Mariposa, CA 95338

B. Within five (5) days after the effective date of this Agreement, Buyer shall open an escrow account ("Escrow") with Escrow Holder and deliver to Escrow Holder all escrow instructions necessary to consummate the transaction contemplated by this Agreement. Any subsequent changes to the escrow instructions must be mutually agreed upon with the written consent of both parties.

C. The Property shall be conveyed to Buyer from Seller by a grant deed ("Grant Deed") in the form customarily used by Escrow Holder, subject only to:
   i. All applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affective the development, use, occupancy or enjoyment of the Property; and
   ii. Exceptions which are approved and/or accepted by Buyer in accordance with section 7(A)(i) of this Agreement.

6. **CONDITIONS TO CLOSE ESCROW.**

A. For the purpose of this Agreement, the "Close of Escrow" shall be defined as the date that the Grant Deed is recorded in the official records of the County. The Close of Escrow is estimated to occur on or around July 19, 2025.

B. The Close of Escrow and Buyer's obligation to consummate the transaction contemplated by this Agreement are subject to the satisfaction of the following conditions, or Buyer's waiver in writing thereof, for Buyer's benefit on or prior to the dates designated for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

i. Title: Pursuant to the terms and conditions of this subsection, Buyer shall have the right to approve matters of and exceptions to the title of the Property, as disclosed by the following documents and instruments (collectively, "Title Documents"):

a. A preliminary report issued by Escrow Holder with respect to the Property; and
b. Legible copies of all documents referred to in such preliminary report.

Seller shall use its best efforts to deliver the Title Documents to Buyer within five business days following the effective date.

ii. Title Insurance: Escrow Holder shall have obtained for the benefit of the Buyer a standard coverage CLTA Buyer's policy of title insurance showing title in the Property vested in Buyer.

iii. Seller's Deposit: On or before the date which is one (1) business day prior to the closing date, Seller shall have deposited with Escrow Holder funds sufficient to meet its obligations.

iv. Seller's Representations and Obligations: All representations and warrantees made by Seller to Buyer in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material aspects as of the Close of Escrow. Seller shall have also performed all of the obligations required to be performed by Seller under this Agreement.

v. Documents and Materials: Seller is exempt from providing any disclosures to Buyer.

vi. Approval of the County Board of Supervisors: The sale of the Property, after the required notice and published hearing pursuant to California Government Code section 25520 et seq., is subject to approval by the Mariposa County Board of Supervisors. If the Board of Supervisors does not approve the sale, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer.

C. The Close of Escrow and Seller's obligation to consummate the transaction contemplated in this Agreement are subject to the satisfaction of the following conditions, or Seller's waiver thereof, for Seller's benefit on or prior to the dates designated below for the satisfaction of such conditions, or the Close of Escrow in the absence of a specified date:

i. Buyer's Obligations: Buyer shall have timely performed all of the obligations to be performed by Buyer under this Agreement.

ii. Buyer's Representations: All representations and warranties made by the Buyer to Seller in this Agreement shall be true and correct on

the date hereof and shall be true and correct in all material respects as of the Close of Escrow.

iii. Purchase Price: Buyer shall have timely delivered the Purchase Price and other sums owing under this Agreement in good funds to Escrow Holder.

D. If any of the conditions set forth in this section are not timely satisfied or waived by the appropriate benefited party for a reason other than the default of Buyer or Seller, this Agreement may be terminated by written notice from Buyer or Seller to the other party. In the event this Agreement is terminated as a result of a failure to meet the conditions to close escrow, the Deposit and all other monies delivered to Escrow Holder by Buyer shall be immediately returned to Buyer, except as otherwise provided herein, and the parties shall have no further obligations hereunder.

7. **RIGHT OF ENTRY.**

At all reasonable times, Buyer or its representatives shall have the right to inspect and examine the Property to the extent Buyer reasonably deems necessary. Buyer shall defend, indemnify, and hold Seller harmless from and against any and all liability which is attributed to Buyer or its agents, servants, or employees, for any personal injury and/or damage to personal or real property arising from the aforesaid inspections and investigations; and provided further, that notwithstanding any other provision of this Agreement to the contrary, the indemnification obligation of Buyer to Seller set forth in this provision shall survive termination of this Agreement.

8. **WARRANTEES.**

A. Seller's Representations and Warranties. Seller represents and warrants as provided in this Section 8.A. The representations and warranties of Seller contained in this Agreement are made as of the date hereof and as of the close of escrow and shall, except as herein expressly provided to the contrary, survive the close of escrow.

i. Authority: The execution and delivery of this Agreement and the consummation of the transaction thereof, will be duly authorized and approved by all requisite actions and no other authorizations or approvals, whether by governmental bodies or otherwise, will be necessary to enable Seller to enter into or perform this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Seller hereunder, upon execution and delivery thereof by Seller, will have been duly entered into by Seller, will constitute valid, legal, and binding obligations of Seller and will be enforceable against Seller in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting

generally the enforcement of creditors rights.

iii. Foreign Person: Seller warrants its non-foreign status pursuant to Section 1445 of the Internal Revenue Code of 1954, as amended, and agrees to execute a certificate to that effect at close of escrow.

iv. Seller's Warranty Regarding Authorization: Seller warrants that the party or parties executing this Agreement on their behalf are duly authorized to do so and the execution and performance of this Agreement has been duly and validly authorized by all necessary partnership, corporate, government, or other necessary action.

v. Hazardous Materials: Seller warrants that to its knowledge, there are no environmental, geological, or other hazards known to it that would make the Property unsuitable for the purposes described in the Recitals above.

B. Buyers Representations and Warranties. Buyer represents and warrants as provided in this Section 8.B. The representations and warranties of Buyer contained in this Agreement are made as of the date hereof and as of the close of escrow and shall survive the close of escrow.

i. Authority: Buyer has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement and no other action by Buyer is requisite to the valid and binding execution, delivery and performance of this Agreement.

ii. Binding Effect of Documents: This Agreement and the other documents to be executed by Buyer hereunder, upon execution and delivery thereof by Buyer, will have been duly entered by Buyer, will constitute valid, legal, and binding obligations of Buyer, and will be enforceable against Buyer in accordance with their terms, subject to bankruptcy, insolvency, and similar laws affecting generally the enforcement of creditors rights.

9. **DISCLOSURE.**

Seller agrees to disclose within five (5) days of the effective date of this Agreement any matters required by law and allow Buyer ten (10) days after disclosure to approve or disapprove the matters disclosed. Items to be disclosed shall be all matters within the knowledge of the Seller regarding the condition of the Property and limitations on its use, which could reasonably affect the Buyer's desire to purchase the Property.

10. **CONDITION AND INSPECTION OF PROPERTY.**

A. Buyer acknowledges that it has made or will make its own inspection of the Property and its acreage, physical, environmental and economic characteristics and conditions, and based upon said inspection and contingent upon approval of Buyer's conditions to close of escrow as set forth in Section 6 hereof, approves and waives any and all objections to its acreage, physical, environmental and economic characteristics and conditions, whether or not disclosed by such inspection. Buyer represents and warrants, upon its approval of its conditions to close of escrow as set forth in Section 6 hereof, that Buyer is familiar with the Property and is relying, except as to matters specifically warranted or required to be disclosed by Seller herein, solely upon its own inspection, investigation, and analysis of the Property.

B. Any and all reports, plans, soils, and environmental reports and other information ("Plans") which may be given to Buyer by Seller have been given without consideration as an accommodation to Buyer and shall remain the property of Seller. Buyer may retain a copy and provide a copy to potential purchasers.

C. Buyer acknowledges that, except as to the matters specifically warranted by Seller herein, neither Seller nor any of its employees, agents, officers, representatives, or any other person acting on behalf of Seller, has made any representations, warranties or agreements by or on behalf of Seller as to any matters concerning the Property or the suitability of the Property or the plans for Buyer's intended use.

D. Any agreements, warranties, or representations not expressly contained herein shall in no way bind Seller. Buyer expressly waives any and all claims for damages by reason of any statement, representations, warranties, promise, covenant, if any, not contained in this Agreement. The provisions of this Section shall survive the close of escrow.

11. **LIMITATIONS ON WAIVER.**

The provisions of this Agreement may only be waived if the waiver is in writing and is signed by the party making the waiver. No delay or omission in exercising any right under this Agreement shall operate as a waiver of the right of any further provision. No waiver of any particular provision of this Agreement shall be treated as a waiver of any other provision, and no waiver shall be deemed a continuing waiver or a waiver of a subsequent breach or default.

12. **NO INTERPRETATION AGAINST DRAFTER**.

The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purposes of the parties to this Agreement. Hence, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

13. **NO REPRESENTATION OF TAX CONSEQUENCES.**

Buyer and Seller have not made and are not making any representations to the other concerning any of the tax effects of the transactions provided for in this Agreement. Buyer and Seller shall not be liable for or in any way responsible to the other because of any tax effect resulting from the transactions provided for in this Agreement.

14. **AMBIGUITIES.**

Buyer and Seller each warrant to each other that each is a sophisticated owner of real property, and that each is familiar and experienced with the sale, purchase, and ownership of real property. Seller and Buyer agree that all of the terms and conditions of this Agreement between the parties hereto are stated herein and no representations or inducements have been made to Seller by Buyer or to Buyer by Seller other than those expressly set forth herein. Both Buyer and Seller expressly warrant to each other that all of the terms and conditions contained herein have been fully explained and are understood by both Buyer and Seller, and that there are no ambiguous terms contained herein, and that the terms, conditions, obligations, rights, and duties of both Buyer and Seller are fully understood by each of the parties hereto. No other agreement or understanding, whether signed or not, shall have any force or effect with regard to the Property.

It is further understood and agreed by the parties hereto that this Agreement and the attached Exhibit "A" embody the full and complete terms of the parties' agreement in regard to the subject property herein described, and as such, this Agreement is intended by the parties and does, in fact, set forth the parties' final expression of their agreement, and as such, this constitutes an integrated agreement as is intended by the parties hereto and, in fact, does constitute their intention to supersede any and all oral and/or written prior or contemporaneous agreements, and this Agreement constitutes the final, complete, and exclusive embodiment of the agreement of the parties hereto.

15. **TIME.**

Time is of the essence in this Agreement and each and every provision wherein time of performance is a factor.

16. **COOPERATION.**

The parties hereto agree to cooperate in executing any other or further documents appropriate or necessary to carry out the provisions of this Agreement.

17. **LAW.**

This Agreement shall be governed by the laws of the State of California.

18. **HEADINGS AND MEANINGS OF WORDS.**

The subject headings have been inserted in this Agreement for convenience only and should not be used to alter or interpret the content of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice-versa, unless the context requires otherwise. The words "herein", "hereof", "hereunder", and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section unless so specified. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday, then the duration of such time shall be extended so that it shall end on the next succeeding day, which is not a Saturday, Sunday, or legal holiday. Unless otherwise specified, the word "day" shall mean a calendar day. The invalidity, illegality, or unenforceability, of any provision contained in this Agreement shall not affect or render invalid, illegal, or unenforceable the remainder of this Agreement.

19. **BINDING EFFECT; SUCCESSORS AND ASSIGNS.**

This Agreement and all representations or covenants contained herein shall constitute binding continuing obligations between the parties and, with the exception of agreements to be performed after the close of escrow, shall not be binding, insofar as applicable, beyond the close of escrow provided for herein and the transfer of ownership of the Property. This Agreement shall inure to the benefit of, and shall be binding upon the parties hereto, their heirs, personal representatives and successors in interest, executors, administrators, personal representatives, and assigns.

20. **LEGAL CHALLENGES.**

Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with the laws of the State of California or the United States of America, then such judgment shall not affect, impair, or invalidate the remainder of this Agreement.

21. **POSSESSION.**

Possession of the Property shall be delivered to Buyer by Seller at the close of escrow.

22. **SURVIVAL.**

All agreements contained herein to be performed after the closing date shall survive the delivery and recordation of the Grant Deed and the closing of the purchase and sale.

23. **EXHIBITS.**

The attached Exhibit and all items delivered into escrow are incorporated herein.

24. **SPECIFIC PERFORMANCE.**

This is an agreement for the sale and purchase of real property and may be specifically enforced by the parties. This shall not preclude the parties from electing to pursue any other legal remedies available to them in the event this Agreement is breached.

25. **ATTORNEY'S FEES.**

In the event that any party hereto shall commence any legal action or proceeding, including but not limited to an action for declaratory relief, against any other party or parties to this Agreement by reason of the alleged failure of one or more of the parties hereto to perform or keep any term, covenant, or condition of this Agreement to be performed the party and/or parties prevailing in said action or proceeding shall be entitled to recover such party's or parties' reasonable attorney's fees and costs, including attorney's fees and costs on appeal, if any. In the event suit does not proceed to final judgment, the Superior Court of the State of California, in and for the County of Mariposa, or such other court of competent jurisdiction, proper under the laws of the State of California, may be requested to determine who is the prevailing party and what sum constitutes "reasonable attorney's fees."

26. **NOTICES.**

Any notice, demand, payment, or other communication required or permitted to be given by any provision of this Agreement shall be deemed to be sufficiently given or served if delivered personally to the party to whom the same is to be delivered or upon receipt when sent by registered or certified mail, postage fully prepaid, addressed as follows:

TO SELLER:

County Administrative Officer
P.O. Box 784
Mariposa, CA 95338

TO BUYER:

Simon & Heather Shin (Co-Trustees)
S&H Shin Trust
11916 Bray Street
Culver City, CA 90230

27. **AMENDMENTS.**

All modifications of or extensions to this Agreement shall be in writing, signed by both Buyer and Seller.

28. **COUNTERPART EXECUTION.**

Subject only to delivery to each party of a copy of each such counterpart, this Agreement may be executed in one or more counterparts, each of which independently shall have the same effect as if it were the original, and all of which taken together shall constitute one and the same Agreement.

29. **REAL ESTATE COMMISSION OR FEES.**

Each party represents to the other that it has not employed any brokers or finders in connection with the purchase and sale of the Property and each party shall indemnify, defend, and hold the other party harmless from any action or claim (including reasonable attorney's fees and court costs) arising out of any such third party claiming any commission or fee or other compensation due to the statement, representation, or agreement made by the indemnifying party in a claimed agreement by either party to pay any commission, finders fee or other compensation to any third party in connection with this transaction.

30. **NOT AN OFFER.**

This Agreement shall not be binding upon either Buyer or Seller unless and until this Agreement has been fully executed by both Buyer and Seller and a copy thereof delivered to Seller.

31. **FORCE MAJEURE.**

Each party's obligations hereunder shall be extended (i) by the acts, omissions, delays, or neglect of the other party, any employees or agents of the other party, any contractor employed by the other party and any subcontractor, employee or agent of such contractor employed by the other party, (ii) by acts of God, (iii) by climatic conditions, including without limitation any time periods for which either party's work or any part thereof is stopped or delayed due to rain or other weather problems, (iv) by unavoidable casualties, (v) by labor disputes beyond the parties' control, (vi) by shortages or unavailability of materials beyond the parties' control, (vii) by any act, omission, neglect, or delay by a governmental agency; or (viii) by

any other causes beyond the parties' control (collectively, "Force Majeure Event") for the time period equal to such delay.

IN WITNESS WHEREOF, the parties hereto have executed this the day and year last below written.

BUYER:

_____
Simon Shin

_____
Signature Date

_____
Heather Shin

_____
Signature Date

SELLER:

_____
Rosemarie Smallcombe, Board of Directors Chair
Mariposa County Service Area 1-M

_____
Signature Date

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

_____
Signature Date

APPROVED AS TO FORM:

_____
Walter W. Wall
County Counsel

_____
Signature Date

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

Exhibit “A”

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

MEETING: June 17, 2025

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: **CLOSED SESSION:** Conference with Legal Counsel; Existing Litigation: Kevin Packard V. County of Mariposa; WCAB No.: ADJ18933628

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Kevin Packard V. County of Mariposa; WCAB No.: ADJ18933628

[X] CONFERENCE WITH LEGAL COUNSEL:

[X] Existing Litigation: Kevin Packard V. County of Mariposa; WCAB No.: ADJ18933628
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
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

Not Applicable.

ATTACHMENTS

None