

BOARD OF SUPERVISORS
200 W. 4TH STREET, 4TH FLOOR
MADERA, CA 93637
(559) 675-7700 / FAX (559) 673-3302
TDD (559) 675-8970
www.MaderaCounty.com



MEMBERS OF THE BOARD
JORDAN WAMHOFF
DAVID ROGERS
ROBERT L. POYTHRESS
LETICIA GONZALEZ
ROBERT MACAULAY

Karen Scrivner, Chief Clerk of the Board

**ANY INDIVIDUAL WITH A DISABILITY MAY REQUEST SPECIAL ASSISTANCE BY
CONTACTING THE CHIEF CLERK TO THE BOARD OF SUPERVISORS**

**AMENDED AGENDA
for Regular Meeting of the
Madera County Board of Supervisors
Tuesday, October 3, 2023**

**MEETING LOCATION
Madera County Government Center
200 W. 4th Street, Madera CA 93637
Board of Supervisors Chambers**

**OR VIA ZOOM
<https://us06web.zoom.us/j/86818699229>
Meeting ID: 868 1869 9229**

**9:00 A.M. – Closed Session
10:00 A.M. – Public Session
10:30 A.M. – Public Hearings**

Meetings of the Board of Supervisors shall convene in the Board of Supervisors Chambers, Madera County Government Center, 200 West 4th Street, Madera, California. The Board of Supervisors meets simultaneously as the Board of Supervisors, the Board of Directors of all Dependent Special Districts governed by the Board, the Board of Directors of County Groundwater Sustainability Agencies, the County Public Financing Authority, the Flood Control and Water Conservation Agency, and the Governing Body of each and every other public entity for which the Board of Supervisors serves as the Governing Body.

Supporting documents relating to the items on this agenda that are not listed as 'Closed Session' are available through the County of Madera website at www.maderacounty.com. These documents are also available at the Office of the Clerk of the Board of Supervisors, 200 West 4th Street, 4th Floor, Madera, CA 93637. Supporting documents relating to the items on this agenda that are not listed as 'Closed Session' may be submitted after the posting of the agenda and are available at the Office of the Clerk of the Board of Supervisors. Please visit the Office of the Clerk of the Board of Supervisors for updates.



9:00 A.M.

CALL TO ORDER

1. **ADDITIONS TO THE AGENDA:** Items identified after the preparation of the agenda for which there is a need to take immediate action. Two-thirds vote required for consideration. (Government Code Section 54954.2(b)(2)).

THE FOLLOWING ITEMS WILL BE DISCUSSED ON A NONAPPOINTMENT BASIS, NOT NECESSARILY IN THE ORDER LISTED

2. **CLOSED SESSION:**

- 2.a. **10054: Request for Closed Session:**

Government Code Section 54957.6

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Roman Noriega, Human Resources

Director; Joel Bugay, Assistant County Administrative Officer; and Susan

Carter, Human Resources Manager

Employee Organization: ALL UNITS

Unrepresented Employees: All Classifications (Excluding Elected Officials)

- 2.b. **10086: Request for Closed Session:**

Government Code Section 54956.9 (d)(1)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Name of Case: County of Madera v. Highway 41 Properties LLC, et al.,

Madera County Superior Court Case No. MCV083624

- 2.c. **10087: Request for Closed Session:**

Government Code Section 54956.9 (d)(1)

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Name of Case: Guadalupe Chavez Torres, et al. v. Hertz Vehicles, LLC., et

al. (Madera County Superior Court Case No. MCV082354, consolidated with MCV083893)

- 2.d. **Report by County Counsel on Closed Session items.**

10:00 A.M.

OPEN AND CLOSE MEETING IN MEMORY OF:

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENT:** The first 15 minutes of each regular session are set aside for members of the public to address the Board on any matter under the jurisdiction of the Board, but not appearing on the agenda. The Board will not take action on any items presented under public comment. Speakers are limited to 3 minutes. Anyone addressing the Board is asked to print their name clearly on the "Speaker" sheet at the podium and state their name and county of residence for the record.

**ALL MATTERS LISTED UNDER CONSENT CALENDAR ARE CONSIDERED TO BE
ROUTINE AND WILL BE ENACTED BY ONE MOTION**

5. CONSENT CALENDAR

A. 10049: BEHAVIORAL HEALTH SERVICES DEPARTMENT

Consideration of entering into an Agreement with Cyracom International, Inc. in the amounts listed in Exhibits A - Over the Phone Services and Exhibit E - Video Remote Interpreting Services for over-the-phone and video remote interpretation services for a one-year term and authorize the Chairman to sign.

B. 9188: BOARD OF SUPERVISORS DEPARTMENT

Consideration to reaffirm Resolution No. 2015-101 declaring a Local Emergency due to the tree mortality disaster that exists in the County and throughout the State.

C. 9197: COUNTY ADMINISTRATION DEPARTMENT

Consideration to reaffirm Resolution No. 2023-004 of the Board of Supervisors of Madera County ratifying and extending the Declaration of a Local Emergency (Closure of Madera Community Hospital).

D. 10021: HUMAN RESOURCES DEPARTMENT

Monthly report of employee transactions for the month of August 2023.

E. 10020: PROBATION DEPARTMENT

Franchise Tax Board Court-Ordered Debt.

1. Consideration to adopt a Resolution approving and authorizing execution of the standard agreement with the California Franchise Tax Board's Court-Ordered Debt Collections Program.
2. Consideration of entering into an Agreement with the Franchise Tax Board (State Agreement No. 0000000000000000000095453) for the purpose of the collection of unpaid court-ordered fines, monetary sanctions, forfeitures and penalties by the Franchise Tax Board for Fiscal years 2023-2027 and authorize the Revenue Services Manager of the Department of Probation, or his designee to sign.

F. 9192: PUBLIC HEALTH DEPARTMENT

Consideration to reaffirm the Declaration of a Local Health Emergency (Fork Fire) by the County Health Officer.

G. 10027: PUBLIC HEALTH DEPARTMENT

Consideration of entering into an Amendment to MCC No. 12497-23 with Applied Survey Research in an amount not to exceed \$89,762.00 amending the Cost and Scope of Services for developing a Strategic Plan for the Department of Public Health for Fiscal Year 2023-2024 and authorize the Chairman to sign.

H. 10034: PUBLIC HEALTH DEPARTMENT

Consideration of entering into an Agreement with California Department of Health Care Services to become an approved Family PACT (Planning, Access, Care, and Treatment) Provider, to provide family planning and reproductive health services at no cost to low-income residents and authorize the Chairman to sign.

I. 10035: PUBLIC HEALTH DEPARTMENT

Consideration of approval of Receipt of Unanticipated Revenue No. 23-026 in the amount of \$62,700.00 derived from Health Administration - Federal-Other to Equipment/Furniture>\$5000 for Fiscal Year 2023-2024. **4 Votes Required**

J. 10040: PUBLIC HEALTH DEPARTMENT

Consideration of approval of Transfer of Appropriations No. 23-029 in the amount of \$88,000.00 transfer from Health Administration - Professional and Specialized Services to Equipment/Furniture>\$5000 for Fiscal Year 2023-2024 to purchase an ADA Mobile Hygiene Facility for providing mobile services and screening to the homeless and underserved populations of Madera County.

K. 10056: PUBLIC HEALTH DEPARTMENT

Consideration of entering into an Agreement with the California Department of Public Health (Grant Agreement No. 23-10396) Office of Aids, for a maximum grant amount of \$466,388.00 for the HIV/AIDS Housing Opportunities for Persons with Aids program for Fiscal Years 2023-2028 and authorize the Chairman to sign.

L. 10057: PUBLIC HEALTH DEPARTMENT

Consideration of entering into an Agreement with Fresno County in the amount of \$250,000.00 to provide lab testing for Fiscal Years 2023-2028 and authorize the Chairman to sign.

M. 10047: PUBLIC WORKS DEPARTMENT/ADMINISTRATIVE SERVICES DIVISION

Consideration of approval of Receipt of Unanticipated Revenue No. 23-027 in the amount of \$950,000.00 derived from SB-1 Road Repair & Accessibility Act 2017 - Fund Balance to Road Maintenance for Fiscal Year 2023-2024. **4 Votes Required**

N. 10048: PUBLIC WORKS DEPARTMENT/ADMINISTRATIVE SERVICES DIVISION

Consideration of approval of Receipt of Unanticipated Revenue No. **23-028**, in the amount of \$915,000.00, derived by release of fund balance, appropriating \$160,000.00 to Professional & Specialized Services (721400) and \$755,000.00 to Buildings & Improvements (740200). **4 Votes Required**

O. 10050: PUBLIC WORKS DEPARTMENT/ENGINEERING SERVICES DIVISION

Bus Stop with Shelter construction on Avenue 12 near Road 36.

1. Consideration of entering into an Agreement with Harris Development Corp. in the amount of \$316,766.00 for the construction of a Bus Stop with Shelter on the North and South sides of Avenue 12 near Road 36 and to authorize the Chairman to sign.
2. Consideration of approval to authorize the Road Commissioner or his designee to issue a Notice to Proceed in accordance with the provisions of the contract.
3. Consideration of approval to authorize the Auditor-Controller to issue payments for contingencies up to 10% of the contract award amount per established County policy.
4. Consideration of approval to authorize the Road Commissioner or his designee to solely issue and approve Contract Change Orders in accordance with the Public Contract Code, not to exceed authorized contingencies.

P. 9193: SHERIFF-CORONER'S OFFICE

Consideration to reaffirm Resolution No. 2015-087 proclaiming a Local Emergency created by the severe drought conditions that exist in the County and throughout the State.

Q. 9196: SHERIFF-CORONER'S OFFICE

Consideration to reaffirm Resolution No. 2022-137 of the Board of Supervisors of Madera County ratifying and extending the Declaration of a Local Emergency (Fork Fire).

R. 9401: SHERIFF-CORONER'S OFFICE

Consideration to reaffirm Resolution No. 2023-034 ratifying the Declaration of a Local Emergency (February/March 2023 Winter Storms).

S. 10055: BOARD OF DIRECTORS SPECIAL DISTRICTS/COUNTY SERVICE AREA NO. 22C, GUNNER RANCH WEST/PUBLIC WORKS DEPARTMENT/ADMINISTRATIVE SERVICES DIVISION

Consideration of approval of a Receipt of Unanticipated Revenue No. 23-030 in the amount of \$169,500.00 derived from County Service Area 22 Zone C Gunner Ranch West - Fund Balance to Direct Maintenance Expense-DEGS for Fiscal Year 2023-2024. **4 Votes Required**

6. DISCUSSION ITEMS:

6.a. **10032: HUMAN RESOURCES DEPARTMENT/PROBATION DEPARTMENT**

Discussion and consideration to adopt a Resolution amending the Fiscal Year 2023-2024 Schedule of Position Allocations within the Probation Department as follows:

1. Add three (3) FTE flexibly staffed Deputy Sheriff I/II positions.
2. Add one (1) FTE District Attorney Investigator position.
3. Add one (1) FTE Sheriff's Sergeant position.

6.b. **9979: PROBATION DEPARTMENT**

Second reading to adopt an Ordinance amending section 3.33.020A of the Madera County Code implementing the provisions of AB 134 by repealing certain fees for criminal justice collection and cost recovery services.

6.c. **10045: SHERIFF-CORONER'S OFFICE**

Discussion and consideration of entering into an Agreement with North Central Fire Protection District in the amount of \$5,559.00 per year for Antenna Site License for a five-year term beginning June 1, 2022 through May 31, 2027 and authorize the Chairman to sign.

10:30 A.M.

7. PUBLIC HEARINGS:

7.a. **9982: COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT/PLANNING DIVISION**

Hearing to consider a request by **PRIMITIVO NUNO SR. dba PRIMO**

REALTY to amend the General Plan pursuant to Section 65358 of the Government Code (GP #2022-001) from a CC (Community Commercial) to LDR (Low Density Residential) designation to allow conditional use permit (CUP# 2022-011) for the installation of a 14' x 60' mobile home and approve a Negative Declaration (ND# 2023-013) under the provisions of the California Environmental Quality Act (CEQA). The property is owned by JUAREZ JOSE and is located on the southeast corner of Avenue 22 ½ and Hickory Street (19574 Ave 22 ½) Chowchilla. Size 0.6 acres. APN: 027-147-002.

7.b. **9992: COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT/PLANNING DIVISION**

Hearing to adopt a Resolution to permit establishment of Agricultural Preserves of less than 100 acres (Ag Preserve No. 1750, 1751, 1752 and Farmland Security Zone No. 299).

1:30 P.M. IHSS

8. PENDING LEGISLATION - Discuss, Support or Oppose Legislation Presented by Supervisors and/or Staff

9. SUPERVISORS AND STAFF REPORTS

CLOSED SESSION: CONTINUE FROM 9:00 A.M. SESSION

10. ADJOURNMENT

NEXT MEETINGS:

**OCTOBER 10, 2023, REGULAR MEETING
OCTOBER 17, 2023, REGULAR MEETING
NOVEMBER 7, 2023, REGULAR MEETING
NOVEMBER 28, 2023, SPECIAL MEETING
DECEMBER 5, 2023, REGULAR MEETING
DECEMBER 12, 2023, REGULAR MEETING**



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2.a

Members of the Board

, District 1
, District 2
, District 3
, District 4
, District 5

AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT Department of Human Resources		DEPARTMENT CONTACT Tatiana Echevarria 559-675-7700		AGENDA ITEM 2.a Closed Session:	
SUBJECT: Closed Session: All Units - Roman Noriega, Joel Bugay and Susan Carter		REQUIRED VOTE:	DOC. ID NUMBER 10054	DATE REC'D	
STRATEGIC FOCUS AREA(S):					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Will this item require additional personnel? Previous Relevant Board Actions: PowerPoint/Supporting Documents:			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Government Code Section 54957.6

CONFERENCE WITH **LABOR NEGOTIATORS**

Agency designated representatives: Roman Noriega, Human Resources Director; Joel Bugay, Assistant County Administrative Officer; and Susan Carter, Human Resources Manager

Employee Organization: ALL UNITS

Unrepresented Employees: All Classifications (Excluding Elected Officials)



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2.b

Members of the Board

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AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT County Counsel Department		DEPARTMENT CONTACT Regina Garza 559-675-7700		AGENDA ITEM 2.b Closed Session:	
SUBJECT: Closed Session: Existing Litigation		REQUIRED VOTE: N/A	DOC. ID NUMBER 10086	DATE REC'D 10/26/2022	
STRATEGIC FOCUS AREA(S):					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Will this item require additional personnel? Previous Relevant Board Actions: PowerPoint/Supporting Documents:			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Government Code Section 54956.9 (d)(1)

CONFERENCE WITH LEGAL COUNSEL - **EXISTING LITIGATION**

Name of Case: County of Madera v. Highway 41 Properties LLC, et al., Madera County
Superior Court Case No. MCV083624



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2.c

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, District 5

AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT County Counsel Department		DEPARTMENT CONTACT Regina Garza 559-675-7700		AGENDA ITEM 2.c Closed Session:	
SUBJECT: Closed Session: Existing Litigation		REQUIRED VOTE: N/A	DOC. ID NUMBER 10087	DATE REC'D 9/27/2023	
STRATEGIC FOCUS AREA(S):					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Will this item require additional personnel? Previous Relevant Board Actions: PowerPoint/Supporting Documents:			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Government Code Section 54956.9 (d)(1)

CONFERENCE WITH LEGAL COUNSEL - **EXISTING LITIGATION**

Name of Case: Guadalupe Chavez Torres, et al. v. Hertz Vehicles, LLC., et al. (Madera County Superior Court Case No. MCV082354, consolidated with MCV083893)



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5.A

Members of the Board

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AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT Behavioral Health Services		DEPARTMENT CONTACT Melissa Torres 559-673-3508		AGENDA ITEM 5.A Consent Calendar	
SUBJECT: Cyracom International, Inc		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10049	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community, Health					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: MCC NO. 11605-20 PowerPoint/Supporting Documents: Contract			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration of entering into an Agreement with Cyracom International, Inc. in the amounts listed in Exhibits A - Over the Phone Services and Exhibit E - Video Remote Interpreting Services for over-the-phone and video remote interpretation services for a one-year term and authorize the Chairman to sign.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The Madera County Department of Behavioral Health Services (MCDBHS) is mandated through agreements with the California Department of Health Care Services (DHCS), Code of Federal Regulations (CFR), and California Code of Regulation (CCR) to provide mental health services to the target population (seriously mentally ill and individuals experiencing a mental health crisis) regardless of the language an individual speaks. To accomplish this, the availability of immediate and accessible telephone or video remote interpreters must be in place.

MCDBHS has contracted with Cyracom to overcome communication barriers. Cyracom employs qualified and professional interpreters that undergo extensive interpreter training and are monitored for quality. Interpreting services are available 24/7/365.

FISCAL IMPACT:



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5.A

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, District 5

The costs associated with this agreement will be funded by Medi-Cal and Mental Health Realignment funds; therefore, there will be no impact to the County's General Fund.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

This contract meets the goals of the Strategic Focus Areas of Community and Health by providing MCDBHS clients with interpreter services in order to provide them with quality mental health services.

ATTACHMENTS

1. CyraCom Int'l Agreement FY 23-24

MADERA COUNTY CONTRACT NO. _____
(Behavioral Health Services: CyraCom International, Inc.)

THIS AGREEMENT is entered into this _____ day of _____, 2023 by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), and CYRACOM INTERNATIONAL, INC. ("CONTRACTOR").

AGREEMENT

1. **TERM.** This Agreement shall commence on the first day of the first full month after the date of the last signature ("Commencement Date") and shall be for a one (1) year term, unless sooner terminated.

2. **SCOPE OF SERVICES.** CONTRACTOR shall perform those services and accomplish those tasks as outlined in the CyraCom Services Agreement, attached hereto as Attachment "1," and incorporated herein by reference.

3. **INCORPORATION OF MASTER CONTRACT.** Madera County Master Contract No. 18, HIPAA Business Associate Agreement ("HIPAA BAA"), found at <https://www.maderacounty.com/i-want-to/view-county-master-contracts>, is incorporated herein by reference as if fully stated. CONTRACTOR shall adhere to all terms and conditions of the HIPAA BAA, as applicable to the services provided by CONTRACTOR herein.

4. **COMPENSATION AND COSTS.** COUNTY shall pay CONTRACTOR rates as outlined in Exhibits "A" and "E" of Attachment "1." COUNTY shall be notified of increased pricing at least thirty (30) days prior to commencement, and such increase shall be mutually agreed upon by amendment.

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5. **NOTICES.** Notices required by this Agreement shall be in accordance with Section 16 of Attachment "1," and addressed as follows:

COUNTY

Behavioral Health Services
PO Box 1288
Madera, CA 93639

CONTRACTOR

CyraCom International, Inc.
2650 East Elvira Road, Suite 132
Tucson, AZ 85756

With Copy to

Madera County Board of Supervisors
Attn: Chief Clerk
200 West 4th Street
Madera, CA 93637

6. **INSURANCE.** CONTRACTOR shall adhere to the insurance requirements as outlined in Section 6 of Attachment "1."

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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and
year first above-written.

COUNTY OF MADERA

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

CYRACOM INTERNATIONAL, INC.

By: 

(Signature)

Best Ihesborow
(Print Name)

Title: SUP, Contact Center Operator

Approved as to Legal Form:
COUNTY COUNSEL

Crystal

By: M. Pizano

Digitally signed by: Crystal M.
Pizano
DN: CN = Crystal M. Pizano email
= cpizano@lozanosmith.com C =
US O = LOZANO SMITH
Date: 2023.09.01 14:44:11 -07'00'

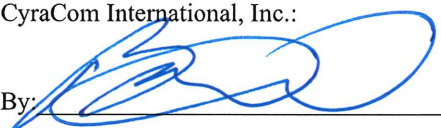
ACCOUNT NUMBER(S)

Doc. I.D. 4861-6569-3821

ATTACHMENT 1



Service Agreement

Vendor name and address: CyraCom International, Inc. ("Vendor") 2650 East Elvira Road, Suite 132 Tucson, Arizona 85756	Client name and address: Madera County Behavioral Health ("Client") PO Box 1288 Madera, California 93639
Services:	Exhibit (Exhibit attached hereto if box is checked): ☒ A: Over-the-Phone interpretation/OPI ☐ A -1: Leased Telephones ☐ B: Translation and Localization ☐ C: Interpreter Evaluations ☐ D: On-Site Interpretation ☒ E: Video Remote Interpretation/VRI ☐ E - 1: Video Remote Interpreting Equipment ☐ E - 2: CyraCom Connect – Telehealth ☐ F: Facilities
CyraCom International, Inc.: By:  Print Name: <u>BEST IHEGBOROW</u> Title: <u>SVP, CONTACT CTR OPERATIONS</u> Date: <u>9/6/2023</u>	Madera County Behavioral Health: By: _____ Print Name: _____ Title: _____ Date: _____

Introduction. In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Formation.** This Service Agreement ("Agreement") is formed between Vendor and Client. This Agreement replaces and supersedes any agreements previously in place between Vendor or either of its affiliates, CyraCom, LLC and Voiance Language Services, LLC. and Client or its listed facilities set forth on Exhibit F.
2. **Services.** Pursuant to the terms of this Agreement, Vendor shall provide the Services to Client and to any affiliate Facilities listed on Exhibit F. Client is not a current member of any Group Purchasing Organization ("GPO"). During the term of the Agreement if Client becomes an active member of any GPO it will be the responsibility of the Client to provide member information to Vendor along with a completed End User Agreement. Should Client not provide member information to Vendor it shall be deemed that Client has elected have a standalone agreement with Vendor and Client understands Vendor will not be reporting Client's usage to the GPO. Usage reporting will become effective the first full month after Client provides Vendor with a completed End User Agreement and valid Member ID.

3. **Payment.** Client will be invoiced by Vendor and shall remit payment to Vendor within thirty (30) days of invoice date. Vendor will provide Client a one-half percent (0.05%) discount when payment is made via ACH within 10 days of invoice date. Vendor's preferred method of payment is by any electronic means, including automated clearing house (ACH) payment or wire, however checks and credit cards are accepted. Any third-party fees incurred by Vendor in the course of receiving or preparing to receive payment from Client, such as a third-party payment processing service, shall be applied to Client's next invoice, due and payable by Client in accordance with the provisions of this Agreement. Any payment Client fails to remit to Vendor as provided herein shall incur simple interest on all overdue amounts at the rate of one and one-half percent (1.5%) every thirty (30) calendar days.

3.1. Cyracom International, Inc. EIN: 36-4036218

If Sent Via ACH	If Sent By First Class Mail	If Sent Via Courier (e.g., Federal Express, United Parcel Service, Messenger)
Routing Number 122101706 Account: 457024830100	PO Box 74008076, Chicago, Illinois 60674-8076	Bank of America Lockbox Services Cyracom International, Inc. #74008076 540 W. Madison, 4th Floor Chicago, IL 60661

4. **Term and Termination.** This Agreement shall commence on the first day of the first full month after the date of the last signature ("Commencement Date"), and shall terminate one (1) year from the Commencement Date, unless otherwise provided in this Agreement or sooner terminated as provided elsewhere in this Agreement. This agreement may be terminated, without penalty, by either party upon thirty (30) days' written notice of termination to the other party. The "Termination Date" of this Agreement shall be the sooner of: (i) the date identified by the terminating party in that party's notice of termination to the other party, or (ii) the date on which Vendor terminates Client's access to Services.

- 4.1 **Survival.** Without limiting other provisions of this Agreement, obligations of the following sections shall survive the termination of this Agreement: 9 (Confidentiality/Prohibited Uses) and 20 (Arbitration).
- 4.2 **Termination for Non-Payment.** Vendor may suspend PIN(s) and terminate the account if payment is not received within 60 days of invoice date.

5. **Independent Contractor Relationship.** The relationship between the parties is that of independent contractors. Neither party is an agent, partner or employee of the other party, and neither party has any right or any other authority to enter into any contract or undertaking in the name of or for the account of the other party, or to assume or create any obligation of any kind, express or implied, on behalf of the other party, nor will the acts or omissions of either party create any liability for the other party. This Agreement shall in no way constitute or give rise to a partnership or joint venture between the Parties.
6. **Insurance.** Vendor shall maintain insurance against claims for injury to persons or damage to property that may arise from or relate to Vendor's performance of Services pursuant to this Agreement. All insurance coverage required by this Agreement shall be procured from and maintained with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. Upon Client's written request, Vendor shall furnish Client with copies of certificates of insurance or other forms of verification of coverage, duly signed by an authorized representative of the respective insurer.

- 6.1. Vendor shall maintain per-occurrence commercial general liability insurance including bodily injury, property damage, personal injury, and broad-form contractual liability coverage of not less than the following amounts:

General Aggregate	\$3,000,000.00
Products – Completed Operations Aggregate	\$3,000,000.00
Each Occurrence	\$2,000,000.00
Damage (Rented Property)	\$2,000,000.00
Medical Expenses	\$15,000.00

- 6.2. Vendor shall maintain coverage for Errors and Omissions and Workers Compensation of not less than the following amounts:

Errors and Omissions	\$10,000,000.00
Worker's Compensation	\$1,000,000.00

7. **Limited Liability.** Vendor shall provide Services in a professional and workmanlike manner utilizing translators, interpreters and/or other language professionals with skills and qualifications that meet or exceed the standards of the industry. Client understands and agrees that Services are inherently inexact disciplines and some discrepancies may arise despite Vendor's professional provision of Services. Client releases Vendor from any and all liability, other than liability that cannot be waived by law, for: (i) non-negligent errors made by Vendor in the provision of Services, and (ii) any failure of or interruption to Services due to the failure of any telecommunications facilities, gear, infrastructure, and/or similar equipment beyond Vendor's control. Beyond the limits of its insurance coverage, Vendor shall not be liable to Client for any direct, indirect, punitive, special, incidental or consequential damage of any kind (including loss of business, revenue, profits, use, data or other economic advantage) in connection with or arising out of Client's use of Services or any failure to connect to Services, if applicable, whether in contract or in tort, even if Vendor has been previously advised of the possibility of such damages. The foregoing limitation on Vendor's liability for damages shall apply even if any exclusive remedy provided for in this Agreement fails of its essential purpose.
8. **Background Checks.** Vendor, subject to any federal, state or local laws, rules or regulations which may limit any Vendor action otherwise required by this section, shall make reasonable and legally permitted efforts, including checking background and verifying personal information, to determine that no Vendor employee or independent contractor who shall perform any Services that permit physical, virtual or other access to Client's or its customer's premises, systems, networks or information at any time during the term of the Agreement, has been convicted of any felony or misdemeanor less than ten (10) years prior to becoming Vendor's employee (unless a lesser time period is required by law) involving violence, sexual misconduct, theft or computer crimes, fraud or financial crimes, drug distribution or crimes involving unlawful possession or use of a dangerous weapon. Vendor shall not permit any employee having such a conviction to perform any Services that permit such access during the term of the Agreement, subject to any federal, state or local restrictions on the consideration of criminal convictions in making employment decisions, unless in the sole judgment of Client, said conviction has no reasonable relationship to the employee's fitness or trustworthiness to perform the Services. Vendor shall comply with obligations under this section through the use of a third party service which shall perform a review of applicable records for those counties, states and federal court districts in which a proposed Vendor employee has identified as having resided, worked or attended school in the searched time period. Notwithstanding any of the foregoing, exceptions for individual Vendor personnel may be granted by Vendor on a case-by-case basis.
9. **Confidentiality/Prohibited Uses.**
- 9.1. **Terms.** Neither party shall disclose the terms of this Agreement to any third party without the written consent of the other party, except: (i) as required by law, court order or governing legal authority, or (ii) for disclosure of the terms of this Agreement to a party's accountants, attorneys or similar representatives who are bound by an equal or greater obligation of confidentiality, or to the representatives of any prospective purchaser of a party who is bound by an equal or greater obligation of confidentiality. This paragraph shall survive indefinitely any termination or expiration of this Agreement.
- 9.2. **Confidential Information.** All information provided to Vendor by Client or its affiliates, subsidiaries or agents that is: (i) labeled as confidential and/or proprietary, or (ii) reasonably identifiable as confidential and/or proprietary is the confidential and/or proprietary information of Client (collectively, "Confidential Information"). Client retains all rights, title and interest in and to all of the Confidential Information provided to Vendor. Vendor agrees that it will only use Confidential Information in connection with its performance of its obligations under this Agreement. Vendor shall take reasonable precautions necessary to safeguard the confidentiality of Confidential Information. Vendor agrees to immediately notify Client in the event of any accidental loss or unauthorized access, use, disclosure or breach by it or any of its employees, agents or other permitted users of any Confidential Information. Vendor shall only disclose Confidential Information in response to the order, requirement or request of a court, administrative agency or other governmental body of competent jurisdiction, and Vendor shall provide prompt notice of such disclosure to Client.
- 9.3. **PHI.** Vendor shall apply safeguards to Personal Health Information ("PHI") in conformity with HIPAA and HITECH requirements.

- 9.4. **Prohibited Uses.** The following uses of Services are prohibited: (i) transmission of any message which constitutes an infringement of any copyright or trademark; (ii) any unauthorized disclosure of a trade secret; (iii) transfer of any information or technology in violation of any applicable law or regulation; (iv) violation of any telecommunications law or regulation regarding the use of telephones in interstate or foreign commerce to transmit obscene, threatening, harassing or other prohibited messages; (v) making libelous or slanderous statement; and (vi) violation of any applicable statute or government rule, ordinance, law, regulation or similar edict. Client shall indemnify and hold harmless Vendor for any liability Vendor incurs arising out of or relating to Client's prohibited use of Services. This indemnity protection shall survive the termination of this Agreement. Without waiving any other remedy available to Vendor at law or in equity, Vendor may terminate this Agreement at any time following Client's prohibited use of Services.
10. **Safe Harbor.** Vendor agrees that it will fully and accurately satisfy its responsibilities, as provider of the Services, under the Safe Harbor Regulations relating to program "fraud and abuse" promulgated under the Social Security Act and Medicare and Medicaid Patient and Program Protection Acts.
11. **Disbarment.** Vendor warrants that it is not disbarred or suspended, proposed for disbarment or declared ineligible for award of contracts by any federal agency.
12. **Cost of Living Increase.** The contracted pricing may be increased by 3% once at each anniversary of the contract effective date. Such an increase must be mutually agreed upon and executed by an amendment signed by both parties.
13. **Solicitation of Personnel.** Neither party shall, directly or indirectly, knowingly solicit, induce, recruit or encourage, or cause another to solicit, induce, recruit or encourage, any person employed or engaged by the other party, whether as an employee or independent contractor, to terminate his or her engagement with the other party during the term of this Agreement and for the one (1) year period following the Termination Date.
14. **Marketing and Publicity.** Without obtaining prior written consent, no party may use the other party's name, trademarks, logos and/or service marks without complying with the other party's requirements for such use.
15. **Remedies.** The remedies in this provision do not replace or otherwise limit the remedies included elsewhere in this Agreement. Either Party may, in its sole and absolute discretion, terminate this Agreement upon the other party's breach or within ten (10) days of learning of the other party's breach. Any decision by either party to forego cancellation upon a breach by the other party shall not constitute a waiver of such party's right to terminate due to any subsequent breach.
16. **Notices.** All notices and communications must be in writing and will be effective upon receipt. Such notices shall be sent by registered or certified U.S. mail return receipt requested or by a nationally recognized overnight courier service, to the address set forth for such party listed above.
17. **Equal Opportunity.** In accordance with 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), Vendor prohibits harassment or discrimination against any individuals based on their status as protected veterans or individuals with disabilities, and prohibits discrimination against any individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Vendor takes affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
18. **Entire Agreement.** This Agreement represents the complete agreement of the parties and will supersede any and all other agreements, understandings and representations by and between the parties hereto. The parties agree that this Agreement represents the joint drafting of the parties. By signing below, the parties represent and warrant that neither is relying on any promise, guarantee or other statement not contained in this Agreement.
19. **Governing Law.** The performance of Vendor and Client under this Agreement shall be controlled and governed by the laws of the State of California, excluding conflicts of law provisions. Jurisdiction and venue for any dispute between Vendor and Client concerning this Agreement shall rest exclusively within the state and federal courts of California. Each of Vendor and Client hereby waives all defenses of lack of personal jurisdiction and forum non conveniens related thereto.
20. **Arbitration.** The Parties agree that all controversies, disputes and/or claims arising out of or in any way related to the interpretation, validity, construction, performance, breach or termination of this Agreement shall be submitted to final and binding arbitration. The arbitration shall apply California law and shall comply with and be governed by the American Arbitration Association under its Commercial Arbitration Rules. The prevailing party in any such arbitration shall be entitled

to an award of attorneys' fees, expert witness fees and reimbursement of all reasonable costs and other fees associated with the arbitration, unless the Parties stipulate otherwise. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction.

21. **Severability.** Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the remainder of this Agreement. Instead, this Agreement will be construed as if it did not contain the illegal or invalid part, and the rights and obligations of the parties shall be construed and enforced accordingly.
22. **Force Majeure:** Notwithstanding any other provision of this Agreement, Each party shall be excused from performing any obligations under this Agreement, in whole or in part, as a result of delays or interference caused by an act of God, war, labor disputes, strikes, floods, lightning, severe weather, shortage of materials, failures or fluctuations in electrical power, heat, light, air conditioning, disruption of a line, service or program by a common carrier or billing services provider, disruption or malfunction of any data processing or telecommunications network, facility or equipment, third-party nonperformance, pandemic, or other cause beyond a party's reasonable control. Neither party however may obtain relief under this section if such party does not have a written disaster recovery/business continuity plan in place at the time of any force majeure event.
23. **Counterparts.** This Agreement and any amendments hereto may be executed by the Parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. Signatures to this Agreement and any amendments hereto transmitted by any electronic means intended to preserve the original graphic and pictorial appearance of a document, shall have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

EXHIBIT A: OVER-THE-PHONE (OPI) SERVICES

Vendor shall provide Client (and to the Facilities) with Over-The-Phone Interpretation (“OPI”) Services, available twenty-four (24) hours per day each calendar day for the term of this Agreement, for the languages referenced below. Vendor shall provide the following features and services at no additional charge to Client: (i) Vendor’s standard training services and materials; (ii) toll-free over-the-phone customer support available twenty-four (24) hours per day each calendar day for the term of this Agreement; (iii) on-line service-usage reporting; (iv) monthly invoices with Vendor’s standard granular usage details; and (v) such additional PIN numbers as Client may reasonably request from time to time.

Client may access Vendor OPI Services using Vendor’s telephone interface or Vendor’s Leased telephones by entering a valid PIN. Client is solely responsible for the security of Client’s PIN and preprogrammed Leased telephones, as well as for any use of Services arising out of or relating to unauthorized access thereto. If Client discovers or suspects unauthorized use of Client’s PINs, Vendor shall promptly disable any such PIN upon Client’s request and issue a replacement PIN.

Client may be issued a Dedicated Toll Free Number (“DTFN”) and a four digit PIN in order for Client to access Vendor OPI Services. If Client is issued 1 800 number(s) for its convenience by Vendor, Vendor shall retain ownership and a right in the 1 800 number(s) and Client agrees that use is limited to Client, its subsidiaries, affiliates or Employees and that Client is responsible for payment for calls made using these 1800 number(s). Client is responsible for securing their DTFN appropriately. Client must formally notify Vendor for research and credit consideration within thirty (30) business days from date of invoice containing said alleged unauthorized charges.

If Client chooses not to secure said DTFN with a PIN, then Vendor will not be held accountable for Client’s unsecured DTFN related charges that did not originate from the Client.

Languages: All available Vendor languages

Pricing and Fees*:

Interpretation Service Charges – Billed Monthly

OPI Interpretation	\$ 1.78	Per Minute
Live Operator*	\$ 0.50	Per Minute
Third Party Added to Domestic Call	\$ 0.18	Per Minute
Third Party Added to International Call	Varies by Location	Per Minute
Consolidated OPI & Spoken VRI	\$ 25.00	Per Month, Per Billing Account
Minimum Service Charge		

*Charge only applies to those clients who use Live Operator to capture call data before being connected to an interpreter.

EXHIBIT E: VIDEO REMOTE INTERPRETING (VRI) SERVICES

Vendor shall provide Client with video remote interpretation (“VRI”) Services. Client may access Vendor VRI Services using Vendor’s interface with Client’s own video equipment or Vendor’s FEU by entering a valid PIN. Client is solely responsible for the security of Client’s PIN as well as for any use of Services arising out of or relating to unauthorized access thereto. If Client discovers or suspects unauthorized use of Client’s PINs, Vendor shall promptly disable any such PIN upon Client’s request and issue a replacement PIN.

Interpretation Service Charges – Billed Monthly

VRI Interpretation – Spoken Languages	\$ 1.18	Per Minute
VRI Interpretation – American Sign Language	\$ 1.18	Per Minute

Languages Available 24/7

- American Sign Language
- Arabic
- Brazilian Portuguese
- Haitian Creole
- French Creole
- Mandarin
- Russian
- Spanish

Other Languages Available upon Request (subject to availability). Vendor reserves the right to update this list from time to time.

- | | | | |
|-------------------|----------------------|----------------|----------------------|
| • Albanian | • Armenian | • Bengali | • Bosnian |
| • Burmese | • Cantonese | • Cape Verdean | • Dari (Afghanistan) |
| • Farsi (Persian) | • Filipino | • French | • Japanese |
| • Karen | • Korean | • Nepali | • Polish |
| • Portuguese | • Punjabi | • Somali | • Swahili |
| • Tagalog | • Tigrigna (Eritrea) | • Vietnamese | |



BOARD OF SUPERVISORS COUNTY OF MADERA

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5.B

Members of the Board

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AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT Board of Supervisors Department - District No. 5		DEPARTMENT CONTACT Robert Macaulay 559-675-7700		AGENDA ITEM 5.B	
SUBJECT: Reaffirm Tree Mortality Resolution 2015-101		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 9188	DATE REC'D	
STRATEGIC FOCUS AREA(S): Focus Area Not Defined (Explain)					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: RES NO. 2015-101 PowerPoint/Supporting Documents: Other/Misc.			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration to reaffirm Resolution No. 2015-101 declaring a Local Emergency due to the tree mortality disaster that exists in the County and throughout the State.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

Discussion:

On September 15, 2015 the Madera County Board of Supervisors unanimously approved a resolution declaring a local emergency due to tree mortality. They asked the Governor to declare a state-wide emergency due to public safety, fire hazard and watershed health. On October 30, 2015 the Governor publicly released a Proclamation of a State of Emergency.

In the last five years, Sheriff's OES has been using California Disaster Assistance Act (CDAA) Funds to contend with the on-going tree mortality threat. CAL-FIRE has also provided Local Assistance Tree Mortality (LATM) to the county as well. With those funds, Sheriff's OES has mitigated approximately 20,000 trees along County Roadways and infrastructure.

The County has been awarded more funds from CAL-FIRE and are getting ready to make another round of mitigation.



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5.B

It is recommended that Your Board reaffirm the proclamation. The Resolution must be reaffirmed every 30 days pursuant to California Government Code Section 8630.

ATTACHMENTS

1. RESOLUTION NO. 2015-101
2. State of California- Tree Mortality- Proclamation of a State of Emergency

History:

01/24/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 02/07/23
02/07/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 03/07/23
03/07/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 04/04/23
04/04/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/09/23
05/09/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 05/16/23
05/16/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 06/13/23
06/13/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 07/11/23
07/11/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/08/23
08/08/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/15/23
08/15/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 09/12/23
09/12/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 10/03/23

RESOLUTION NO. 2015- 101

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
MADERA DECLARING THE EXISTENCE OF A LOCAL EMERGENCY AND
REQUESTING THE GOVERNOR TO DECLARE A STATE OF EMERGENCY
IN CALIFORNIA, WITH EMPHASIS BEING PLACED ON SIERRA NEVADA
COUNTIES DUE TO THE IMPACT AND IMPORTANCE OF WATERSHEAD
HEALTH AND PUBLIC SAFETY**

WHEREAS, California's forests are important natural resources and tourist attractions for thousands of Californians, visitors from around the United States and the world, and serve an important role in the California economy; and

WHEREAS, the preservation of California's natural resources, including trees and forests, conservation of upper watershed areas, promotion of air quality and carbon sequestration, the educational opportunities trees and forests offer, the promotion of tourism, and the creation of sustainable jobs are all in the best interest of the public; and

WHEREAS, many scientists and experts believe and studies have shown that due to rising temperatures associated with climate change, four years of inadequate precipitation and drought conditions, and increased insect infestation, trees on both public lands and private lands are dying at unprecedented rates, with tree mortality rates ranging between 20% and 85% in several areas of the state and encompassing several million acres of land statewide, including in national parks and managed forests; and

WHEREAS, this unprecedented tree mortality disaster will adversely affect the watersheds that supply nearly two-thirds of the water used in California, dramatically increase the risk of large wildfires, diminish air quality, disrupt the food web, and result in increased mortality rates for wildlife and cause more greenhouse gases to be released; and

WHEREAS, said tree mortality disaster has continued and escalated in cumulative impacts to the County of Madera; and

WHEREAS, many scientists and experts agree that the best solution to protect the forests and trees is to remove dead and dying trees; and

WHEREAS, given the widespread scale of the tree mortality disaster, and the volume of trees that need to be removed, public property owners and local agencies cannot fully afford to undertake such tree removal efforts; and

WHEREAS, present local, statewide, and federal resources are inadequate to cope with the effects of this tree mortality disaster; and

WHEREAS, the timely removal of dead and dying trees on public lands and other areas is necessary in order to help protect and maintain watersheds and wildlife habitat, promote carbon sequestration, protect and restore forest resiliency, protect tourism and educational opportunities, and create jobs in rural communities.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MADERA RESOLVES AS FOLLOWS:

1. The County of Madera calls upon Governor Brown to declare a tree mortality disaster and emergency in Madera County and other afflicted areas of the state.
2. The County of Madera requests that Governor Brown make funds available to Madera County and other public agencies to facilitate the safe and timely removal of dead and dying trees from public lands in order to protect and maintain watersheds and wildlife habitat, promote carbon sequestration, and protect and restore forest resiliency in national parks and managed forests.
3. The County of Madera requests that Governor Brown make available any and all State assistance programs and seek additional Federal assistance programs to provide relief to the public agencies and private individuals that have been harmed by this tree mortality disaster.
4. That a copy of this resolution be forwarded to the Governor of California and the Director of the State Office of Emergency Services.

The foregoing Resolution was adopted this 15TH day of SEPTEMBER, 2015, by the following vote:

Supervisor Frazier voted:

yes

Supervisor Rogers voted:

yes

Supervisor Farinelli voted:

yes

Supervisor Rodriguez voted:

yes

Supervisor Wheeler voted:

yes



David B. Rogers
Chairman, Board of Supervisors

ATTEST:

Vanna Boyd
CLERK, BOARD OF SUPERVISORS

Executive Department
State of California

PROCLAMATION OF A STATE OF EMERGENCY

WHEREAS the State of California is experiencing record drought conditions, which have persisted for the last four years; and

WHEREAS on January 17, 2014, I proclaimed a State of Emergency to exist throughout the State of California due to severe drought conditions; and

WHEREAS a lack of precipitation over the last four years has made trees in many regions of California susceptible to epidemic infestations of native bark beetles, which are constrained under normal circumstances by the defense mechanisms of healthy trees; and

WHEREAS these drought conditions and resulting bark beetle infestations across broad areas have caused vast tree mortality in several regions of the state, with the United States Forest Service estimating that over 22 million trees are dead and that tens of millions more are likely to die by the end of this year; and

WHEREAS recent scientific measurements suggest that the scale of this tree die-off is unprecedented in modern history; and

WHEREAS this die-off is of such scale that it worsens wildfire risk across large regions of the State, presents life safety risks from falling trees to Californians living in impacted rural, forested communities, and worsens the threat of erosion across watersheds; and

WHEREAS such wildfires will release thousands of tons of greenhouse gas emissions and other harmful air pollutants; and

WHEREAS the circumstances of the tree die-off, by reason of its magnitude, is or is likely to be beyond the control of the services, personnel, equipment and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS under the provisions of section 8558(b) of the California Government Code, I find that conditions of extreme peril to the safety of persons and property exist within the State of California due to these events; and

WHEREAS under the provisions of section 8571 of the California Government Code, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay the mitigation of the effects of the drought.



NOW, THEREFORE, I, EDMUND G. BROWN JR., Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, section 8625 of the California Government Code, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist within the State of California.

IT IS HEREBY ORDERED THAT:

1. The Department of Forestry and Fire Protection, the California Natural Resources Agency, the California Department of Transportation, and the California Energy Commission shall immediately identify areas of the State that represent high hazard zones for wildfire and falling trees using best available science and geospatial data.
2. State agencies, utilities, and local governments to the extent required by their existing responsibilities to protect the public health and safety, shall undertake efforts to remove dead or dying trees in these high hazard zones that threaten power lines, roads and other evacuation corridors, critical community infrastructure, and other existing structures. Incidental vegetation such as shrubs that restrict access for safe and efficient removal of the dead and dying trees also may be removed. The Department of Forestry and Fire Protection shall issue emergency guidelines setting forth the relevant criteria, and the California Conservation Corps shall assist government entities in implementing this directive to the extent feasible.
3. The Department of Forestry and Fire Protection shall identify potential storage locations for removed trees across impacted areas in partnership with federal agencies and local jurisdictions.
4. The California Department of Transportation shall formally request immediate assistance through the Federal Highway Administration's Emergency Relief Program, Title 23, United States Code section 125, in order to obtain federal assistance for removal of dead and dying trees that are adjacent to highways.
5. The Department of General Services will identify state facilities, and the California Department of Transportation shall identify highway and road corridors, where woodchips produced from dead trees can be used as mulch.
6. The Governor's Office of Emergency Services and the Department of Forestry and Fire Protection shall work with impacted counties to distribute portable equipment across high hazard zones so that isolated communities can remove and process wood waste locally where appropriate.
7. The California Air Resources Board and the California Department of Forestry and Fire Protection shall work together and with federal land managers and the United States Environmental Protection Agency to expand the practice of prescribed burns, which reduce fire risk and avoid significant pollution from major wildfires, and increase the number of allowable days on a temporary basis to burn tree waste that has been removed in high hazard areas.



8. The California Public Utilities Commission shall utilize its authority to extend contracts on existing forest bioenergy facilities receiving feedstock from high hazard zones.
9. The California Public Utilities Commission shall take expedited action to ensure that contracts for new forest bioenergy facilities that receive feedstock from high hazard zones can be executed within six months, including initiation of a targeted renewable auction mechanism and consideration of adjustments to the BioMat Program defined pursuant to Public Utilities Code section 399.20. No later than six months after the BioMat program begins, the California Public Utilities Commission shall evaluate the need for revisions to the program to facilitate contracts for forest bioenergy facilities.
10. The California Public Utilities Commission shall prioritize facilitation of interconnection agreements for forest bioenergy facilities in high hazard zones, and shall order the use of expedited mediation or other alternative dispute resolution processes when conflicts delay development of projects.
11. The California Energy Commission shall prioritize grant funding from the Electric Program Investment Charge for woody biomass-to-energy technology development and deployment, consistent with direction from the California Public Utilities Commission.
12. The California Department of Forestry and Fire Protection, the California Energy Commission, and other appropriate agencies shall work with land managers to estimate biomass feedstock availability, storage locations, and volumes that may be available for use as bioenergy feedstock at existing and new facilities.
13. The California Department of Forestry and Fire Protection and the California Energy Commission shall work with bioenergy facilities that accept forest biomass from high hazards zones to identify potential funds to help offset higher feedstock costs.
14. The California Department of Resources Recycling and Recovery and the California Department of Forestry and Fire Protection will work with affected counties and existing wood product markets to determine the feasibility for expanded wood product markets in California.
15. For purposes of carrying out directives 1, 2, and 5 through 8, Division 13 (commencing with section 21000) of the Public Resources Code and regulations adopted pursuant to that Division are hereby suspended. This suspension applies to any actions taken by state agencies, and for actions taken by local agencies where the state agency with primary responsibility for implementing the directive concurs that local action is required, as well as for any necessary permits or approvals required to complete these actions.

16. In order to ensure that equipment and services necessary for emergency response can be procured quickly, the provisions of the Government Code and the Public Contract Code applicable to state contracts, including, but not limited to, advertising and competitive bidding requirements, are hereby suspended as necessary to carry out this Proclamation. Approval by the Department of Finance is required prior to the execution of any contract entered into pursuant to these directives.
17. For purposes of this Proclamation, Chapter 3.5 (commencing with section 11340) of Part 1 of Division 3 of the Government Code is suspended for the development and adoption of regulations or guidelines needed to carry out the provisions in this Order. Any entity issuing regulations or guidelines pursuant to this directive shall conduct a public meeting on the regulations and guidelines prior to adopting them.
18. The Office of Emergency Services shall provide local government assistance as appropriate under the authority of the California Disaster Assistance Act, California Government Code section 8680 et seq. and California Code of Regulations, title 19, section 2900 et seq.
19. State agencies shall actively monitor tree removal efforts directed by this Proclamation to assess their effectiveness in protecting forest health and strengthening forest resilience.

This Proclamation is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

I FURTHER DIRECT that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this proclamation.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 30th day of October 2015.


EDMUND G. BROWN JR.
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State





BOARD OF SUPERVISORS COUNTY OF MADERA

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5.C

Members of the Board

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AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT County Administration Department		DEPARTMENT CONTACT Yvette Gomez 559-675-7700		AGENDA ITEM 5.C	
SUBJECT: Local Emergency -Madera Community Hospital Closure		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 9197	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: RES NO. 2023-004 PowerPoint/Supporting Documents: Resolution			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration to reaffirm Resolution No. 2023-004 of the Board of Supervisors of Madera County ratifying and extending the Declaration of a Local Emergency (Closure of Madera Community Hospital).

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

See Resolution attached.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

- Focus Area 1: Community



BOARD OF SUPERVISORS COUNTY OF MADERA

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ATTACHMENTS

1. RES NO. 2023-004

History:

01/24/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 02/07/23
02/07/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 03/07/23
03/07/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 04/04/23
04/04/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/02/23
05/02/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/16/23
05/16/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 06/13/23
06/13/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 07/11/23
07/11/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/08/23
08/08/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/15/23
08/15/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 09/12/23
09/12/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 10/03/23

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of	)	Resolution No.: <u>2023 - 004</u>
	)	
BOARD OF SUPERVISORS	)	A RESOLUTION OF THE BOARD OF
	)	SUPERVISORS OF MADERA COUNTY
	)	RATIFYING AND EXTENDING THE
	)	DECLARATION OF A LOCAL
	)	EMERGENCY (CLOSURE OF MADERA
	)	COMMUNITY HOSPITAL)
	)	

WHEREAS, California Government Code section 8630 and Madera County Code Chapter 2.78 empowers the Director of Emergency Services/Sheriff to proclaim a local emergency when the County of Madera is affected or likely to be affected by the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons within the County; and

WHEREAS, on December 29, 2022, the Director of Emergency Services/Sheriff declared a local emergency based on an imminent and proximate threat to public safety in Madera County caused by the sudden and unexpected closure of Madera Community Hospital, the County's only general acute care hospital and emergency room that provides services to both adults and children (the December 29, 2022 proclamation is attached hereto as Exhibit A); and

WHEREAS, under Government Code section 8630, the local emergency shall not remain in effect for more than seven (7) days unless ratified by the Board of Supervisors; and

//

//

Attachment: RES NO. 2023-004 (9197 : Local Emergency -Madera Community Hospital Closure)

WHEREAS, the Board of Supervisors hereby finds that there continues to exist an imminent and proximate threat to public health and safety from the closure of Madera Community Hospital in Madera County for the reasons set forth in Exhibit A; and

WHEREAS, conditions of disaster or of extreme peril to the safety of persons within the County of Madera have arisen within the County caused by the sudden termination of emergency and other medical services at Madera Community Hospital, thereby causing significant and unanticipated strain and depletion of local resources, and the conditions warrant and necessitate proclaiming the continued existence or threatened existence of a local emergency; and

WHEREAS, the conditions created by the closure of Madera Community Hospital further imperil the County's ability to meet its obligations to provide health care services to its indigent and poor residents pursuant to Welfare and Institutions Code section 17000.

NOW, THEREFORE, the Board of Supervisors of the County of Madera resolves as follows:

1. The local emergency declared on December 29, 2022, by the Director of Emergency Services/Sheriff is hereby ratified.
2. The need for continuing this local emergency and local health emergency shall be reviewed as required by Government Code section 8630 and the Board of Supervisors shall proclaim the termination of this local emergency and local health emergency at the earliest possible date that conditions warrant.

//

//

//

* * * * *

The foregoing Resolution was adopted this 3rd day of January 2023, by the following vote:



Supervisor Wamhoff voted:

yes

Supervisor Rogers voted:

yes

Supervisor Poythress voted:

yes

Supervisor Gonzalez voted:

yes

Supervisor Macaulay voted:

yes

David B. Rogers

Chairman, Board of Supervisors

ATTEST:

Karen Scrivner

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

James N.

By: McCann

Deputy County Counsel

Digitally signed by: James N. McCann
DN: CN = James N. McCann email =
jnmccann@lozanosmith.com C = US
Date: 2022.12.30 11:02:41 -08'00'

EXHIBIT “A”



OFFICE OF THE SHERIFF

Tyson J. Pogue, Sheriff-Coroner

DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY CLOSURE OF MADERA COMMUNITY HOSPITAL

WHEREAS, Section 8630 of the Government Code and Chapter 2.78 of the Madera County Code authorize the Director of Emergency Services to proclaim the existence of a local emergency within County of Madera when it is affected or 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 Madera County; and

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril to the safety of persons and property have arisen within Madera County, caused by the sudden and unexpected closure of Madera Community Hospital, with only seven days' notice to the County and general public, which will occur on or about Friday, December 30, 2023; and

WHEREAS, Madera Community Hospital is the County's only general acute care hospital and emergency room that provides services to both adults and children, the closure of which is likely to imperil the health and safety of the County's residents and visitors by requiring adult persons seeking emergency medical and hospital services to, in the majority of circumstances, travel, or be transported by ambulance, outside of the County to obtain those services; and

WHEREAS, closure of Madera Community Hospital is expected to strain and deplete local resources, such as law enforcement, fire suppression, adult and child protection services, behavioral health, and ambulance services, thereby creating critical delays in the provision of such services; and

WHEREAS, termination of medical services at Madera Community Hospital further imperils the County's ability to provide health care services to its indigent and poor residents pursuant to Welfare and Institutions Code section 17000; and

WHEREAS, the aforesaid conditions warrant and necessitate the proclamation of a local emergency; and

WHEREAS, it has now been found that local resources will be unable to cope with the effects of this emergency.

Attachment: RES NO. 2023-004 (9197 : Local Emergency -Madera Community Hospital Closure)

NOW, THEREFORE, BE IT HEREBY DECLARED that a local emergency now exists throughout Madera County; and

IT IS FURTHER DECLARED 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, and by ordinances and resolutions of Madera County approved by the Board of Supervisors; and

IT IS FURTHER DECLARED AND ORDERED that a copy of this Declaration be forwarded to the Governor of the State of California; and

IT IS FURTHER ORDERED that a copy of this Declaration be forwarded to the State Director of the Office of Emergency Services; and

IT IS FURTHER ORDERED that Sheriff Tyson J. Pogue, County Sheriff and Emergency Services Director, or his designee, is hereby designated as the local Hazard Mitigation Coordinator of the County of Madera for the purpose of assessing damage within Madera County and consulting with federal/state survey teams about hazard mitigation actions; and

IT IS FURTHER ORDERED that Sheriff Tyson J. Pogue or his designee, is hereby designated as the authorized representative for public assistance, and Sheriff Tyson J. Pogue, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Madera for purposes of receipt, processing and coordination of all inquiries and requirements necessary to obtain available state and federal assistance; and

BE IT FURTHER RESOLVED that the County of Madera also requests the State of California to waive regulations that may hinder response and recovery efforts, to make available recovery assistance under the California Disaster Assistance Act, and to expedite access to federal resources and any other appropriate federal relief programs; and

BE IT FURTHER RESOLVED AND ORDERED that the local State of Emergency shall be deemed to continue to exist until its termination is proclaimed by the Madera County Board of Supervisors.



Tyson J. Pogue, Sheriff
Madera County

12/29/2022

Date

Attachment: RES NO. 2023-004 (9197 : Local Emergency -Madera Community Hospital Closure)



BOARD OF SUPERVISORS COUNTY OF MADERA

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5.D

Members of the Board

, District 1
, District 2
, District 3
, District 4
, District 5

AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT Department of Human Resources		DEPARTMENT CONTACT Veronica Cabrera 559-675-7705		AGENDA ITEM 5.D Consent Calendar	
SUBJECT: Employee Transaction Report - August 2023		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10021	DATE REC'D	
STRATEGIC FOCUS AREA(S): Employees					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: PowerPoint/Supporting Documents: Other/Misc.			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Monthly report of employee transactions for the month of August 2023.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

Report of employee transactions for the month of August 2023. Ongoing reports will be presented monthly on the consent agenda.

FISCAL IMPACT:

None

ATTACHMENTS

1. Employee Transaction_August 2023

MADERA COUNTY
Employee Transactions
August 2023

5.D.a

Permanent Employees: **1,461** | Extra-Help: 59 | Seasonal/On-Call*: **261**

NEW HIRES					
First Name	Last Name	Hire Date	Department	Position Title	Type
Savannah	Beltran	8/1/2023	Probation	Youth Correctional Officer I	EXTRA HELP
Aracely	Benitez Cortes	8/1/2023	Sheriff - Jail	Correctional Officer I	PERM/PROB
Jacinta	Cabral	8/1/2023	Water & Natural Resources	Water Resources Specialist II	PERM/PROB
Leticia	Munoz	8/1/2023	Social Services	Eligibility Worker I	PERM/PROB
Eliana	Ochoa Maciel	8/1/2023	Social Services	Eligibility Worker I	PERM/PROB
Eric	Ortega	8/1/2023	Sheriff - Jail	Business Systems Information Analyst I	PERM/PROB
Fredy	Ruiz	8/1/2023	Probation	Youth Correctional Officer I	EXTRA HELP
Francisco	Segovia II	8/1/2023	Social Services	Office Assistant I	EXTRA HELP
Brian	Semsem	8/1/2023	Social Services	Administrative Analyst I	EXHE/PERM
Cloey	Vallejo	8/1/2023	Social Services	Office Assistant I	EXTRA HELP
Jacqueline	Vazquez	8/1/2023	District Attorney	Legal Assistant I	EXHE/PERM
Cruz	Verdin	8/1/2023	Social Services	Eligibility Worker III	PERM/PROB
David	Vulich	8/7/2023	Social Services	Employment and Training Worker I	PERM/PROB
Kelsey	Herrera	8/14/2023	Behavioral Health Services	Mental Health Aide	PERM/PROB
Melissa	Mejia	8/14/2023	Behavioral Health Services	Administrative Assistant	PERM/PROB
Briana	Ramirez	8/14/2023	District Attorney	Legal Secretary I	EXHE/PERM
Leticia	Tapia	8/14/2023	Water & Natural Resources	Water Resources Specialist II	PERM/PROB
Aleta	Allen	8/16/2023	Water & Natural Resources	Water Resources Specialist II	PERM/PROB
Maria	Bravo	8/17/2023	Board of Supervisors	Office Assistant I	EXTRA HELP
Diana	Strimling	8/21/2023	Behavioral Health Services	Prelicensed Mental Health Clinician	PERM/PROB
Adrian	Gonzalez	8/28/2023	Behavioral Health Services	Program Manager	PERM/PROB
Tricia	Soto	8/28/2023	Behavioral Health Services	Administrative Assistant	PERM/PROB

SEPARATIONS					
First Name	Last Name	Separation	Department	Position Title	Type
Angelina	Vega	8/1/2023	Social Services	Office Assistant I	PERM/PROB
Jacqueline	Fleming	8/3/2023	Animal Services	Animal Services Care Specialist	PERM/PROB
Ramdeep	Singh	8/4/2023	Social Services	Office Assistant I	PERM/PROB
Jessica	Lopez-Jimenez	8/5/2023	Social Services	Social Worker III	PERM/PROB
Nicky	Thao	8/7/2023	Sheriff - Jail	Correctional Officer I	PERM/PROB
Ava	Halverson	8/8/2023	Social Services	Office Assistant I	EXTRA HELP
Noemi	Ocegueda	8/10/2023	Sheriff - Coroner	Public Safety Dispatcher	PERM/PROB
Raymundo	Gutierrez	8/11/2023	Public Works	Engineer III	PERM/PROB
German	Camacho	8/14/2023	Agriculture	Agricultural and Standards Inspector I	PERM/PROB
Carla	Hernandez Madriz	8/14/2023	Behavioral Health	Mental Health Caseworker I	PERM/PROB
John	Quigley	8/15/2023	CED - Planning	Plan Checker III	PERM/PROB
Sarrina	Staub	8/15/2023	Social Services	Social Worker I	PERM/PROB
Eleanor	Belmontes	8/16/2023	Social Services	Eligibility Supervisor	EXTRA HELP
Vincent	Patlan	8/16/2023	District Attorney	Senior District Attorney Investigator	PERM/PROB
Renee	Pardy	8/17/2023	Animal Services	Animal Services Care Specialist	PERM/PROB
Nicholas	Baca	8/18/2023	General Services	Grounds/Flood Control Maintenance Worker I	PERM/PROB
Brandi	DeLaPena	8/18/2023	Social Services	Office Assistant I	PERM/PROB
Rafael	Lopez	8/18/2023	Social Services	Social Worker I	PERM/PROB

TRANSFERS					
First Name	Last Name	Effective Date	Previous Department	Previous Position	New Position
Hailey	Ayala	8/1/2023	Sheriff - Coroner	Public Safety Dispatcher	Public Safety Records Specialist

Attachment: Employee Transaction_August 2023 (10021 : Employee Transaction Report - August 2023)

MADERA COUNTY
Employee Transactions
August 2023

5.D.a

Permanent Employees: **1,461** | Extra-Help: 59 | Seasonal/On-Call*: **261**

PROMOTIONS						
First Name	Last Name	Effective Date	Previous Department	Previous Position	New Position	New Department
Kamara	Biawogi	8/1/2023	CED - Planning	Planner III	Senior Planner	
Ariel	Brown	8/1/2023	Human Resources	Human Resources Analyst I	Human Resources Analyst II	
Alicia	Cabrera	8/1/2023	Social Services	Employment and Training Worker I	Employment and Training Worker II	
Mike	Cabrera	8/1/2023	Public Works	Road Construction and Maintenance Worker I	Road Construction and Maintenance Worker II	
Michelle	Camarena	8/1/2023	Social Services	Social Worker I	Social Worker II	
Manuel	Chavez	8/1/2023	Sheriff - Coroner	Deputy Sheriff II	Sheriff's Corporal	
Jayson	Clark	8/1/2023	Sheriff - Jail	Correctional Officer I	Correctional Officer II	
Daisy	Cortes	8/1/2023	Sheriff - Jail	Program Assistant I	Program Assistant II	
Roberto	Cosio	8/1/2023	Social Services	Eligibility Worker III	Eligibility Supervisor	
Patrick	Davis	8/1/2023	Sheriff - Coroner	Deputy Sheriff II	Sheriff's Corporal	
Raya	Fitzgerald	8/1/2023	Probation	Accounting Technician I	Accounting Technician II	
Marino	Giron-Santos	8/1/2023	Public Works	Road Construction and Maintenance Worker I	Road Construction and Maintenance Worker II	
Matthew	Hernandez	8/1/2023	Sheriff - Jail	Correctional Officer I	Correctional Officer II	
Annette	Kephart	8/1/2023	CED - Planning	Planner III	Senior Planner	
Elvia	Lopez	8/1/2023	Social Services	Social Worker II	Social Worker III	
Rosario	Lopez	8/1/2023	Social Services	Eligibility Worker II	Eligibility Worker III	
Mathew	Madrigal	8/1/2023	Behavioral Health	Mental Health Caseworker I	Mental Health Caseworker II	
Gabriela	Martinez	8/1/2023	Social Services	Employment and Training Worker I	Employment and Training Worker II	
Rocio	Medina Maldonado	8/1/2023	Sheriff - Jail	Correctional Officer I	Correctional Officer II	
Jerry	Moua	8/1/2023	Sheriff - Jail	Correctional Officer I	Correctional Officer II	
Jason	Nathan	8/1/2023	CED - Building & Fire Safety	Fire Prevention Inspector I	Fire Prevention Inspector II	
Belinda	Rodriguez	8/1/2023	Social Services	Social Worker II	Social Worker III	
Christine	Salazar	8/1/2023	Social Services	Eligibility Worker I	Eligibility Worker II	
Gabriela	Salazar - Perez	8/1/2023	Public Health	Nutrition Assistant I	Nutrition Assistant II	
Charankamal	Samran	8/1/2023	Social Services	Deputy County Counsel I	Deputy County Counsel II	
Melissa	Sanchez	8/1/2023	Public Health	Nutrition Assistant I	Nutrition Assistant II	
Estephanie	Sandoval	8/1/2023	Social Services	Social Worker III	Social Worker IV	
Valeria	Santana	8/1/2023	Social Services	Social Worker I	Social Worker II	
Carmen	Umphenour	8/1/2023	Social Services	Office Assistant III	Office Assistant Supervisor	
Yajahira	Vaca	8/1/2023	Social Services	Social Worker III	Social Worker IV	
Stephanie	Workman	8/1/2023	Social Services	Social Worker II	Social Worker III	
Erika	Zamora	8/1/2023	Social Services	Office Assistant I	Office Assistant II	
Morgyn	Chavira	8/21/2023	District Attorney	Legal Secretary II	Accounting Technician I	Sheriff - Coroner

*Seasonal/On-Call includes Paid-Call Driver Operator, Paid-Call Firefighter, Reserve Deputy, Seasonal Patrol, Voting Center Representative, Senior Voting Center Representative

Attachment: Employee Transaction_August 2023 (10021 : Employee Transaction Report - August 2023)



BOARD OF SUPERVISORS COUNTY OF MADERA

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Members of the Board

, District 1
, District 2
, District 3
, District 4
, District 5

AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT Probation Department		DEPARTMENT CONTACT Cynthia Jones 559-675-4970		AGENDA ITEM 5.E Consent Calendar	
SUBJECT: Resolution for Franchise Tax Board Court-Ordered Debt		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10020	DATE REC'D	
STRATEGIC FOCUS AREA(S): Public Safety					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: MCC NO. 10995A-C-2021 4/6/2021 PowerPoint/Supporting Documents: Resolution			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Franchise Tax Board Court-Ordered Debt.

1. Consideration to adopt a Resolution approving and authorizing execution of the standard agreement with the California Franchise Tax Board's Court-Ordered Debt Collections Program.
2. Consideration of entering into an Agreement with the Franchise Tax Board (State Agreement No. 000000000000000000095453) for the purpose of the collection of unpaid court-ordered fines, monetary sanctions, forfeitures and penalties by the Franchise Tax Board for Fiscal years 2023-2027 and authorize the Revenue Services Manager of the Department of Probation, or his designee to sign.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

Revenue Services has contracted with the Franchise Tax Board Court-Order Debt Collection Program (FTB-COD) since 1997. The FTB-COD is a no "up-front cost" collection program that allows Government agencies to submit debtor information for recovery of past due debts. This program is a vital part of the total recoveries of the Probation Revenue Services Division.



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Members of the Board

, District 1
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, District 5

Of the \$1,326,266.96 total revenues collected in fiscal year 2022-2023, \$287,236 was recovered through the FTB-COD program. The FTB-COD withholds a fee of 15% of all monies collected. The net amount deposited into the County fund after the fee was deducted by FTB-COD was \$247,926.

The monies recovered would not have been collected had the Probation Revenue Services Division did not submit the debtor information to the Franchise Tax Board. The Franchise Tax Board has access to debtor bank account information and employment records that are not public information. By submitting the debtor records, the FTB-COD uses their own resources to locate debtors by processing wage garnishment and bank levies against the responsible parties.

FISCAL IMPACT:

This agreement has no fiscal impact on the general fund other than increasing revenues by the amount of collections that would not otherwise have been possible.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

- Focus Area 3: Public Safety

ATTACHMENTS

1. Resolution

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of	)	Resolution No. 2023-_____
	)	
PROBATION DEPARTMENT	)	RESOLUTION APPROVING AND
	)	AUTHORIZING EXECUTION OF THE
	)	STANDARD AGREEMENT WITH THE
	)	CALIFORNIA FRANCHISE TAX
	)	BOARD'S COURT-ORDERED DEBT
	)	COLLECTIONS PROGRAM
	)	
_____	)	

WHEREAS, the State of California, Franchise Tax Board ("FTB") operates a Court-Ordered Debt Collections Program ("Program"); and

WHEREAS, the purpose of the Program is for the collection of unpaid court-ordered fines, monetary sanctions, forfeitures and penalties ("debt") by the FTB;

WHEREAS, the FTB is authorized under California Revenue and Taxation Code section 19280 through 19283 and California Penal Code sections 1463.010 through 1463.012, to collect on this debt; and

WHEREAS, County will enter into Standard Agreement No. 95453 ("Standard Agreement"), attached hereto as Attachment "A," and incorporated herein by reference, with FTB for the implementation and administration of the FTB Program; and

WHEREAS, the County wishes to approve the Standard Agreement with FTB for implementation and administration of this Program.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Madera, State of California, hereby:

//

Attachment: Resolution (10020 : Resolution for Franchise Tax Board Court-Ordered Debt)

1. Approves the Standard Agreement with FTB, attached hereto as Attachment "A;" and

2. Authorizes and directs the Revenue Services Manager of the Department of Probation, or his designee, to enter into, execute and deliver any and all documents required or deemed necessary for the performance and completion of the Standard Agreement; and

3. County shall be subject to the terms and conditions that are specified in the Standard Agreement.

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* * * * *

The foregoing Resolution was adopted this _____ day of _____,
2023, by the following vote:

Supervisor Wamhoff voted: _____
Supervisor Rogers voted: _____
Supervisor Poythress voted: _____
Supervisor Gonzalez voted: _____
Supervisor Macaulay voted: _____

ATTEST: _____
Chairman, Board of Supervisors

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

Crystal M.
By: Pizano
Digitally signed by: Crystal M. Pizano
DN: CN = Crystal M. Pizano email = cpizano@lozanosmith.com C = US
O = LOZANO SMITH
Date: 2023.09.07 15:51:03 -07'00'

Attachment: Resolution (10020 : Resolution for Franchise Tax Board Court-Ordered Debt)

ATTACHMENT A

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 00000000000000000000000095453

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Franchise Tax Board

CONTRACTOR NAME

Madera County Probation Revenue Division

2. The term of this Agreement is:

START DATE

December 1, 2023 or date of approval, whichever is later,

THROUGH END DATE

November 30, 2026

3. The maximum amount of this Agreement is:

FTB will charge an Administration Fee in accordance with the governing R & TC (19280-19283) as amended by subsequent legislation.

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

Exhibits	Title	Page
Exhibit A	Scope of Work	6
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	GTC41
+ - + - Exhibit D	Special Terms and Conditions	2
+ - Exhibit E	Court-Ordered Debt Record Layout	14

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Madera County Probation Revenue Division

CONTRACTOR BUSINESS ADDRESS

300 South G Street, Suite 100

CITY

Madera

STATE

CA

ZIP

9363

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Attachment: Resolution (10020 : Resolution for Franchise Tax Board Court-Ordered Debt)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
00000000000000000000000095453	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME				
Franchise Tax Board				
CONTRACTING AGENCY ADDRESS		CITY	STATE	ZIP
P.O. Box 2086		Rancho Cordova	CA	9574
PRINTED NAME OF PERSON SIGNING		TITLE		
Michael A. Banuelos		Procurement and Contracting Officer or Designee		
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable)		
		SCM Vol. 1, 4.04.A.2		

Attachment: Resolution (10020 : Resolution for Franchise Tax Board Court-Ordered Debt)

Approved as to Legal Form:
COUNTY COUNSEL

Crystal M.

By Pizano

Digitally signed by: Crystal M. Pizano
DN: CN = Crystal M. Pizano email =
cpizano@lozanosmith.com C = US O
= LOZANO SMITH
Date: 2023.09.07 15:51:17 -07'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

Franchise Tax Board

County of Madera

TITLE OF CONTRACT:

Standard Agreement - STD 213

SCO ID: 7730-000000000000000000095453

Agreement Number: 000000000000000000095453

Attachment: Resolution (10020 : Resolution for Franchise Tax Board Court-Ordered Debt)

EXHIBIT A SCOPE OF WORK

Purpose

This Agreement is entered into between the Franchise Tax Board's Court-Ordered Debt Collections Program, hereinafter referred to as "FTB-COD," and the Madera County Probation Revenue Division, hereinafter referred to as the "Court/Client," for the purpose of the collection of unpaid court-ordered fines, monetary sanctions, forfeitures and penalties by the Franchise Tax Board (Agreement).

The Parties agree to abide by all provisions of this Agreement. Exhibits A, B, D and E attached hereto, and Exhibit C incorporated by reference herein, set forth additional terms to which the parties agree to be bound.

Legal Authority

This Agreement is authorized under California Revenue and Taxation Code (R&TC) Sections 19280 through 19283 and Penal Code Sections 1463.010 through 1463.012.

Duration

1. **Term:** The term of this Agreement will be from December 1, 2023 or date of approval, whichever is later, through November 30, 2026.
2. **Amendments:** This Agreement may be amended by FTB-COD in writing, effective upon signing by authorized representatives of FTB-COD and Court/Client. No alteration or variation of the terms of this Agreement by the Court/Client shall be valid unless made in writing and signed by the parties hereto. Should an Agreement change be necessary, the current Agreement terms will remain in effect until a new Agreement has been signed by all parties.
3. **Cancellation:** Either party may terminate this Agreement for any reason upon thirty (30) days' prior written notice. This Agreement may be terminated immediately, to be followed by written notice, by either party upon material breach by the other party of the terms of this Agreement.

General Provisions

The Contract Administrators for this Agreement shall be the following persons:

Franchise Tax Board

FTB - Court-Ordered Debt Collections
Valorie Reynon
PO Box 1328
Rancho Cordova, CA 95741-1328
Phone: (916) 845-7420
Email: Valorie.Reynon@ftb.ca.gov

Madera County Probation Revenue Division

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Return signed Agreement to:

Franchise Tax Board

FTB- Court-Ordered Debt Collections
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EXHIBIT A SCOPE OF WORK

Definitions:

1. "Delinquent Amount" is the amount of court-ordered fine, fee, state or local penalty, forfeiture, restitution fine, failure to appear fine, restitution order, or combination thereof, which has not been paid 90 days after payment of the amount first becomes delinquent.
2. "Case" is a Delinquent Amount owed by a person or debtor that has been referred by the Court/Client to FTB-COD for collection.
3. "Account" is the primary location of a debtor's Case or Cases from one or more Court/Client. A unique identification number is assigned by FTB-COD to each debtor that is assigned to our collection program.
4. "Pro Rata Distribution": If the amount collected on an Account is not sufficient to satisfy the sum of the amounts due on each Case comprising the Account referred for collection, then the amount collected shall be distributed on a pro rata basis as provided in R&TC Section 19282, subdivisions (a) and (d). The amount collected will be allocated on a percentage basis to each Case comprising the Account. The Pro Rata Distribution for each Case will be calculated by dividing the current balance due for the Case by the total balance due for the Account, multiplied by the amount to be distributed for the Account.
5. "Administrative Fee": The cost for FTB-COD to administer the program, as provided in R&TC Section 19282.

Court/Client Responsibilities:

1. **Account/Cases and Amounts Referred for Collection:** The Court/Client is responsible for referring accounts that comply with criteria and dollar amount minimums set forth in R&TC sections 19280-19283 and Penal Code section 1463.010 - 1463.012. The amount referred by the Court/Client may include any interest that accrued prior to the date of referral. The Court/Client may update the debt balance to include any additional accrued interest through the FTB secure automated information exchange process.

Prior to referring cases to FTB Court Ordered Debt for collections, the Madera County Probation Revenue Division is required to send a sequence of three collection letters at a minimum of 30-day intervals. If a reply or payment is not received within 30 days after sending the first letter, the Madera County Probation Revenue Division will send a second letter. This follow-up letter will reference the original request for payment letter and will be stated in a stronger tone. If a response is still not received from the debtor, a third letter will be sent 30 days later. This last letter will include reference to prior letters and will state what further actions, including collection fees, may be taken in the collection process.

The Madera County Probation Revenue Division is required to notify the debtor in writing at the last address of record that the alleged AR debt will be referred to FTB Court-Ordered Debt for collection, unless the debt is paid or appealed within a specified time period. The notification regarding referral of the debt may be included in or with the third required letter, or may be sent as a separate letter. The referral notice must be in writing and sent to the last address of record.

2. **FTB-COD Reimbursement:** The Court/Client agrees to work cooperatively with FTB-COD to resolve erroneous payment/debtor refund issues. The Court/Client will be responsible for reimbursing FTB-COD when:
 - FTB-COD initiates the transmittal of funds to the Court/Client.

EXHIBIT A
SCOPE OF WORK

- Debtor's check to FTB-COD has been identified as a "Bad Check", and such funds have been transmitted to the Court/Client.
 - Credit card payments are charged back or reversed by debtor, and such funds have been transmitted to the Court/Client.
 - FTB-COD erroneously collected money as a result of inaccurate Case data provided by the Court/Client and sent the funds collected to the Court/Client.
3. **Case Balance Adjustments Made by the Court/Client:** Case adjustments to the amount of fees and fines imposed on a person/debtor for Cases referred and accepted by the FTB-COD, which are the result of judicial review of the Case or payments and/or credits received from the person/debtor, must be immediately communicated by the Court/Client to FTB-COD through the FTB secure automated information exchange process. Case balance adjustments made to Cases referred to and accepted by the FTB-COD that are adjusted by the Court/Client while subject to the FTB-COD collection procedures are not eligible for refund of administration fees, if such adjustment resulted in over collection of the Case balance.
4. **Court/Client Collection Activity Suspended:** With the exception of referring accounts to the FTB Interagency Intercept Collections Program, the Court/Client will refrain from any and all collection activity, including referring the Cases/Accounts to another contractor for collection action, on any Cases/Accounts that have been referred to the FTB under this Agreement.
5. **Court/Client to Resolve Disputes with Debtor:** Cases referred to FTB-COD are deemed final, due and payable in full. Questions or disputes that are raised with FTB-COD by a debtor regarding the accuracy of the debt will be referred back to the Court/Client for resolution. FTB-COD collection activity may, at FTB-COD's sole discretion, be suspended pending resolution of the issue.
6. **Information Exchange:** Case Information must be exchanged with FTB-COD through the FTB secure automated information exchange process. The FTB will provide a schedule for weekly processing of client new referrals and Case updates to the FTB, and updates back to the Court/Client. Specific Case information exchanged is contained in the record layout and is used to manage the Case collection process. The Court/Client agrees to follow the most currently prescribed record layout identified in Exhibit E.
- FTB-COD will provide an Action File through the FTB secure electronic information exchange process. Data on this file includes, but is not limited to, bills sent to the debtor and Cases withdrawn, returned or rejected and sent back to the Court/Client. The Court/Client agrees to process the FTB-COD Action file and to update their case management system before submitting their next Case information file.
7. **Payment Notification:** The Court/Client will provide to the FTB-COD a weekly report of any payments received on referred Accounts, regardless of the payment source and location received/collected.
8. **Distribution of Money Collected:** The Court/Client is responsible for distributing amounts received under this Agreement in accordance with applicable law.
9. **Refunds and Administration Fees:** If Cases are referred to the FTB-COD with inaccurate Case data, resulting in payments collected erroneously, the Court/Client will refund the erroneously collected payments to the affected parties. The Court/Client agrees to refund the full amount of erroneously collected funds, to include the administration fees, if assessed by the FTB-COD.

Attachment: Resolution (10020 : Resolution for Franchise Tax Board Court-Ordered Debt)

EXHIBIT A
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10. **Information to be made available:** The Court/Client will make available to the FTB-COD, for use in its collection efforts, all necessary information and the sources of the information, as well as enforcement remedies and capabilities available to the court.

FTB-COD Responsibilities:

1. **Collection and Support Services:** FTB-COD will determine the appropriate enforcement remedies and/or services to be utilized for the collection of amounts referred under this Agreement. To the extent authorized by Revenue and Taxation Code Section 19280, subdivision (d)(2), any enforcement remedies and capabilities available to the court shall apply without limitation to Delinquent Amounts referred under the provisions of Revenue and Taxation Code Sections 19280 - 19283 and this Agreement.

Support Services: FTB-COD provides the Court/Client with the following services:

- Telephone access for the Court/Client liaisons, available Monday through Friday during typical business hours, except observed state holidays.
 - New and Refresher Client Service Training.
 - Monthly Collections Report.
 - On a weekly basis, FTB-COD is to provide the Court/Client with a schedule of payments received and applied to the applicable accounts.
 - Updates on policies, procedures, and applicable business news through periodic communication notices via email.
 - Conference calls for resolution of issues that cannot be resolved through normal Client Liaison telephone contact.
 - Call Center for debtors available Monday through Friday, except observed state holidays.
 - In the event of a disaster, FTB-COD may not be able to fulfill the aforementioned services until such time as FTB-COD can resume normal business operations.
 - Informational Website to include frequently asked questions and technical Updates:
[My Court-Ordered Debt Account - General Information](#)
2. **FTB-COD Data Sources: Confidentiality of Debtor Information:** The Information Practice Act, Public Records Act, and Revenue and Taxation Code prohibit FTB-COD from disclosing to the Court/Client personal debtor information secured by our collection efforts. In addition, this Agreement does not provide for the use of confidential Federal Tax Returns or confidential tax return information obtained from the Internal Revenue Service.
3. **Notification of Party Holding Funds or Assets Regarding Limitations on Amount to be Remitted:** With respect to a debt described in and referred to FTB under R&TC Section 19280(a), FTB shall include in the levy or order to withhold under R&TC Section 19280(c), notice to the party holding funds or assets that there may be limitations on collection of the amount claimed. FTB may refer the party holding funds or assets to a statute, website or other source for further information.
4. **Case and Data Retention:** All records received by FTB-COD, and any database created, copies made, or files attributed to the records received, will be destroyed when no longer needed for the business purpose for which they were originally obtained. Data will be destructed in accordance with established FTB Data Retention Guidelines, which specify retention for four (4) years from the date the last active Case on the Account was withdrawn or closed. The records shall be destroyed in a manner to be deemed unusable or unreadable, and to the extent that an individual record can no longer be reasonably ascertained.

EXHIBIT A SCOPE OF WORK

Note: Account records will not be destroyed per the Data Retention Guideline if:

- A payment was received within the previous four (4) years
- A payment issue is being reviewed
- A credit balance exists on the Account
- A refund, fund transfer or general fund credit existed on the Account within the last four (4) years

5. **Return of Cases:** FTB-COD, at its sole discretion, may return any Case that has been pursued for collection to the most practicable extent. Cases will be returned to the Court/Client when any of the following conditions apply:
- After 12 months, when a Case does not have or FTB-COD cannot verify the social security number (SSN) provided by client, and known assets and payments have been collected.
 - After 24 months, when the Case has a social security number but we have no activity.
 - Debtor files Bankruptcy.
 - Higher priority debt has been confirmed.
 - Confirmation that a debtor is deceased.
 - A zero balance due.
6. **FTB-COD Installment Agreement:** FTB-COD may, upon proof of debtor's financial condition, in its sole discretion, enter into an installment agreement with the debtor.
7. **Potential Incorrect Debtor (PID)/Identity Theft:** When FTB-COD identifies identity theft or potential incorrect debtor information, the FTB-COD will take appropriate action to remedy resulting adverse effects. Such action will include, but is not limited to:
- Contact appropriate Courts/Client(s) contact(s) by phone to inform them of potential identity theft
 - Notify the referring client if the referring client provided the incorrect name and/or identifying information, such as the social security number. The referring Court/Client will either withdraw the Case or provide correct identifying information.
 - Release all orders on account. (Earnings Withholding Order and Order to Withhold).
 - Withdraw all Cases and return to the appropriate Courts/Client(s).
 - Identify any misapplied funds and request a refund from the recipient of the funds or, if not recovered, from Court/Client (if applicable).
8. **Audit By the Court/Client:** FTB-COD agrees that those matters connected with the performance of any work done under this Agreement, including, but not limited to, the costs of administering the Agreement, may be subject to the examination and audit by the Court/Client or its authorized representative, for a period of three (3) years after final payment is made.
9. **Audit Report:** In the event an audit is conducted of the FTB-COD, specifically as to this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the FTB-COD or otherwise specified regarding this Agreement, then FTB-COD shall file a copy of such audit report with the Court/Client within thirty (30) days of FTB-COD's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. The Court/Client shall maintain the confidentiality of such audit report(s) to the extent required by law.
10. **Return of Any Surplus Administrative Fees:** FTB will charge the maximum 15% Administrative Fee permitted by R&TC Sections 19280-19283, as amended by subsequent legislation, on any and all payments received by the Madera County Probation Revenue Division on Cases assigned to FTB-COD.

Attachment: Resolution (10020 : Resolution for Franchise Tax Board Court-Ordered Debt)

EXHIBIT A
SCOPE OF WORK

FTB will review its costs annually in arrears, calculate any surplus of administrative fees received by FTB and return such excess to Madera County Probation Revenue Division on a pro rata basis with FTB's other clients based on the amount of administrative fees paid.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Deposits to State Treasury:** All amounts collected by FTB-COD for amounts owing on delinquent court-ordered debts shall be transmitted to the State Controller's Office for deposit in the Court Collection Account. Amounts collected pursuant to this program are amounts collected pursuant to a comprehensive program, as provided in Section 1463.007 of the Penal Code.
2. **State Controller Distribution:** The State Controller's Office shall transfer amounts collected to the Court/Client, less the administrative costs of the program. The amount deducted by FTB-COD for administrative costs shall not exceed the maximum percentage of the amount collected that is authorized by Revenue and Tax Code (R&TC) Section 19282. The State Controller's Office shall make transfers to Court/Client at least once each month. This Agreement makes no provision for any such other direction of amounts recovered. This provision shall not be construed to preclude or affect any contractual Agreement by the State Controller and the Court/Client regarding transfers, except as to the deduction for costs of administration.
3. **Invoicing:** For any administrative fees, funds identified as erroneous collections, and/or dishonored checks that are owed by the Court/Client, FTB shall submit an invoice quarterly in arrears to:

Madera County Probation Revenue Division
300 South G Street, Suite 100
Madera, CA 93637

4. **Payments Collected In Error:** Payments collected due to the error of FTB-COD will be refunded to the affected parties by FTB-COD. The Court/Client will not be assessed administrative fees on those payments.
5. **Partial Recovery - Pro Rata Distribution:** If the amount collected on an Account is not sufficient to satisfy the amounts referred for collection, then the amount collected shall be distributed on a pro rata basis as provided in R&TC Section 19282, subdivisions (a) and (d). The Pro Rata Distribution on each Case shall be a percentage of the amount to be distributed on the Account that is equal to the current balance due for the Case divided by the total current balance due on the Account.
6. **Administrative Fees:** Payments to Cases referred to the FTB-COD for collections and accepted by the FTB-COD are subject to an administrative fee as provided for in R&TC Section 19282. FTB-COD may receive administrative fees for amounts collected within one year from the return of a Case to Court/Client, subject to the fiscal provisions in this Agreement and provisions relating to payments deemed to have been FTB-COD collected. Administrative fees will be assessed on payments received and applied to referred Cases, regardless of where or by whom payment is made, subject to the following exceptions:
 - Payments collected through the FTB Interagency Intercept Collection program (R&TC 19280-19283).
 - Payments collected through liens filed by the Court/Client or an agent for the Court/Client prior to referral to FTB-COD.
 - The payment is collected after the FTB-COD has returned the Case/Account under guidelines set forth in this Agreement, and the FTB-COD cannot prove that the collection resulted from FTB-COD collection activity.
 - Payments that the Court/Client can prove did not result from FTB-COD collection activity
7. **Refunds and Administration Fees:** FTB-COD will refund monies, not yet transferred to the respective Court/Client, to the affected parties wherefrom money was collected erroneously as a result of FTB-COD's

Attachment: Resolution (10020 : Resolution for Franchise Tax Board Court-Ordered Debt)

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

actions. Administration fees will not be assessed on monies collected in error by the FTB-COD.

8. **Payment Application for Withdrawn or Returned Cases:** Payments received by FTB-COD on Cases that have been withdrawn and/or returned will be applied in the following order:
- Recovery of bad checks
 - To the last Case that was withdrawn\returned.

Any refund issues resulting from payments on the above Case types will be the responsibility of the Court/Client.

Attachment: Resolution (10020 : Resolution for Franchise Tax Board Court-Ordered Debt)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **Statement of Confidentiality:** The Franchise Tax Board has confidential taxpayer tax returns and other confidential data in its custody. Unauthorized inspection or disclosure of State returns or other confidential taxpayer data is a misdemeanor (Revenue and Taxation Code Sections 19542, 19542.1, 19542.3 and 19552, and Government Code Section 90005). Unauthorized inspection or disclosure of confidential data that includes Federal returns and other data is a felony (Internal Revenue Code Sections 7213A(a) (2) and (b) and 7213(a) (2), respectively).

Each party recognizes its responsibility to protect the confidentiality of the information in its custody as provided by law and ensure that such information is disclosed only to those individuals and for such purposes as are authorized by law and this Agreement.

2. **Use of Information:** Each party receiving data agrees that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described in the Scope of Work of Exhibit A. Each party receiving data further agree(s) that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than as identified in the Scope of Work of Exhibit A.
3. **Employee Access to Information:** FTB-COD agrees that the information obtained will be kept in the strictest confidence and shall be made available to its own employees only on a “need-to-know” basis. The “need-to-know” standard is met by authorized employees who need the information to perform their official duties in connection with the uses of the information authorized by this Agreement. FTB-COD agrees to ensure that the information received under this Agreement is disclosed only to those individuals and for such purposes as are specified in this Agreement. Each party recognizes its responsibility to protect the confidentiality of the information in its custody as provided by law and ensure that such information is disclosed only to those individuals and for such purposes as are authorized by law and this Agreement.
4. **Contingency Clause to Budget Act:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force or effect. In this event, the State shall have no liability to pay any funds whatsoever to the Court/Client or to furnish any other consideration under this Agreement, and the Court/Client shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability accruing to the State, or offer an Agreement amendment to the Court/Client to reflect the reduced amount.

5. **Dispute Resolution:** In the event of a dispute, the “Court/Client” shall file a “Notice of Dispute” with FTB’s Chief Financial Officer within ten (10) days of discovery of the problem. Within ten (10) days, FTB’s Chief Financial Officer, or his/her designee, shall meet with the “Court/Client’s” Designee for purposes of resolving the dispute. The decision of the Chief Financial Officer shall be final.
6. **Survival of Obligation to Protect Data:** Each party’s obligation to protect the data and information received from the other party shall survive the expiration or termination of this Agreement. In the event a party continues to provide any data or information to the other party after the expiration or termination of this Agreement, the receiving party agrees to continue to protect all such data and information received in accordance with the provisions of this Exhibit D, and all applicable state and federal laws.

Attachment: Resolution (10020 : Resolution for Franchise Tax Board Court-Ordered Debt)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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

Attachment: Resolution (10020 : Resolution for Franchise Tax Board Court-Ordered Debt)

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

COD DEBTOR INFORMATION FILE

Revision Date: 02.17.2017

SUMMARY RECORD

The summary record is the control record and contains summary information for the detail records. Multiple sets of detail records may be sent to FTB in a single file. However, for each set of detail records in the file, one summary record must be included and must follow the set of detail records it summarizes. All Summary Records submitted must include the "file create date" and "file create time."

Number	Required	Offset	Name	Width	Notes	Values
1	X	1 - 1	Record Type	1	This is an indicator to identify the record type. Summary (1) or Detail (2).	1
2	X	2 - 4	Debt Type	3	"COD"	COD
3	X	5 - 6	County Code	2	Standard CA County Code – Enter '99' if not a CA County	
4	X	7 - 11	Client ID	5	FTB-generated ID used to uniquely identify each client from which the case originated.	
5	X	12 - 16	Sender ID	5	FTB-generated ID used to uniquely identify the sender of the file. This will be either a Client ID or a Service Provider ID.	
6	X	17 - 25	Total Records	9	Total number of detail records per client ID. Zero-filled (e.g., 100 = 000000100)	
7	X	26 - 39	Total Case Balance	14	Total of all cases by client ID. In dollars and cents; sum of referred principal and interest; zero-filled. (e.g., \$100,222.44 = 00000010022244). Optional; if not used enter all zeroes.	
8	X	40 - 47	File Create Date	8	Date this file was created. MMDDYYYY	
9	X	48 - 53	File Create Time	6	Time this file was created (24-hour clock). HHMMSS	

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

COD Debtor Information File Requirements

Detail Record

- New Cases submitted must have a complete first and last name of the debtor.
- New Cases submitted must have either a social security number or a date of birth or a driver's license number. Driver's license state of residence is optional.
- New Cases submitted must have a balance equal to or greater than \$25.00 with an aggregate account balance equal to or greater than \$100.00.
- New Cases with incomplete or undeliverable addresses will be rejected per National Change of Address (NCOA).
- Duplicate Case records will result in all duplicates being rejected.
- New Cases submitted must provide the "current Case balance." This replaces the principal and interest fields on the current record layout.
- Cases submitted must have a "Client ID" number on the record. The Client ID number (Field #10) in the Detail Record must match the Client ID number (Field #4) in the accompanying Summary Record. The Client ID number will be provided by COD to the client.
- Case submitted must have a "Service Provider ID" number if using a service provider. The Service Provider number will be provided by COD to the client. Clients are not required to use a Service Provider.
- Revised Cases with balance changes must include the "Revised Balance Reason Code," the "Balance Adjustment" and the "Balance Adjustment Date." Balance revisions will be rejected without this information.
- When revising a Case balance, the amount of the adjustment must be provided, not the adjusted Case balance amount.
- All Withdrawn Cases should provide a withdrawn reason code on the Case record.
- Debtor in bankruptcy will have their Case(s) either rejected or returned (Return Reason Code 64).
- New Cases submitted may have a Case origination date (optional).

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

DETAIL RECORD

This is the primary portion of the file and contains individual case-level information.

Number	Required	Offset	Name	Width	Notes	Values
1	X	1 - 1	Record Type	1	This is an indicator to identify the record type. Summary (1) or Detail (2).	2
2	X	2 - 4	Debt Type	3	"COD"	COD
3	X	5 - 6	Action Type Code	2	This field will indicate if the case record is New, Revised or Withdrawn: N - New W - Withdrawn	N W R
4	X*	7 - 18	Current Case Balance	12	*Required only for New cases (N). Sum of principal and interest for this case (if any); zero- filled (e.g., \$252.44 = 000000025244). Do not adjust balance based on payments you received from FTB.	
5		19 - 20	Withdrawn Reason Code	2	Optional. Only used for Withdrawn cases (bW):	
PC - Payment Arrangement Made by Client CD - Case Dismissed HD - Hardship BK - Bankruptcy DC - Deceased IC - Incarcerated UC - Uncollectable PF - Paid In Full TO - Tax Intercept/Offset IB - Incorrect Balance HP - Court Hearing Pending PA - Court Payment SE - Sent in Error						PC CD HD BK DC IC UC PF TO IB HP PA SE

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

Number	Required	Offset	Name	Width	Notes	Values
6	X*	21 - 22	Revised Balance Reason Code	2	*Required only for Revised cases (R) with Balance changes:	
7	X*	23 - 34	Balance Adjustment Amount	12	* Required only for Revised cases (R) with Balance changes.	
8	X*	35 - 42	Balance Adjustment Date	8	* Required only for Revised cases (R) with Balance changes. (MMDDYYYY).	
9	X	43 - 44	County Code	2	Standard CA County Code – Enter '99' if not a CA County	TI
10	X	45 - 49	Client ID	5	FTB-generated ID used to uniquely identify each client from which the case originated; must match the Client ID in the Summary Record that corresponds to this Detail Record.	CP
11		50 - 54	Service Provider ID	5	FTB-generated ID used to uniquely identify a service provider.	CI
12	X	55 - 84	Client Case Number	30	Case number assigned by the Client.	CA
13		85 - 94	Client Participant ID	10	Participant ID assigned by the Client	
14		95 - 103	SSN	9	Requirement: Record must include at least one of the following: (SSN, DL, or DOB): Social Security Number (SSN) OR Driver's License (DL) Number AND DL State (optional) OR Date of Birth	
15	X	104 - 123	Driver License Number	20		
16		124 - 125	Driver License State	2		
17		126 - 133	Date of Birth	8		
18	X	134 - 150	Last Name	17	Debtor's last name	
19	X	151 - 161	First Name	11	Debtor's first name	
20		162 - 162	Middle Initial	1	Debtor's middle initial	

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

Number	Required	Offset	Name	Width	Notes	Values
21	X*	163 - 192	Street 1	30	*Required only for New cases (N); Optional for Revised cases (R); Ignored for Withdrawn cases (W). See Address format tips below: <u>Military addresses:</u> Use same fields as for domestic addresses; with following changes: Use 'APO' or 'FPO' for city and 'AE', 'AA', or 'AP' as state <u>International addresses:</u> Enter in the City field: City Name, City Codes, Provincial Names, or Mail Codes Zero-filled (e.g., \$252.44 = 000000025244)	
22		193 - 222	Street 2	30		
23		223 - 227	Apartment/Unit Number	5		
24		228 - 244	City	17		
25		245 - 246	State	2		
26		247 - 276	Country	30		
27		277 - 285	Zip Code	9		
28		286 - 286	Address Status	1	Status of the address	
					R - Returned Mail/Bad Address	R
					F - Foreign Address	F
					G - Good Address	G
29		287 - 294	Address Status Date	8	Date the debtor's address status was determined (MMDDYYYY).	
30		295 - 303	SSN1	9	Additional SSN: Complete if debtor have more than one SSN	
31		304 - 312	SSN2	9	Additional SSN: Complete if debtor have more than one SSN	
32		313 - 321	SSN3	9	Additional SSN: Complete if debtor have more than one SSN	
33		322 - 338	AKA-1 Last Name	17	AKA: Also Known As name for debtor	
34		339 - 349	AKA-1 First Name	11	AKA: Also Known As name for debtor	
35		350 - 350	AKA-1 Middle Initial	1	AKA: Also Known As name for debtor	
36		351 - 367	AKA-2 Last Name	17	AKA: Also Known As name for debtor	
37		368 - 378	AKA-2 First Name	11	AKA: Also Known As name for debtor	
38		379 - 379	AKA-2 Middle Initial	1	AKA: Also Known As name for debtor	
39		380 - 396	AKA-3 Last Name	17	AKA: Also Known As name for debtor	

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

Number	Required	Offset	Name	Width	Notes	Values
40		397 - 407	AKA-3 First Name	11	AKA: Also Known As name for debtor	
41		408 - 408	AKA-3 Middle Initial	1	AKA: Also Known As name for debtor	
42		409 - 418	Home Phone	10	Digits 1-3 are area code, digits 4-10 are phone number (#####)	
43		419 - 428	Business Phone	10	Digits 1-3 are area code, digits 4-10 are phone number (#####)	
44		429 - 430	Status of Debtor	2	Status of Debtor: EM - Employed UE - Unemployed AF - AFDC SSI - SI GA - General Assistance IC - Incarcerated DC - Deceased bB - Bankruptcy	EM UE AF SI GA IC DC bB
45		431 - 438	Debtor Status Date	8	Date the debtor's status was determined (MMDDYYYY)	
46		439 - 458	Other Driver License Number	20	Use for additional DL information	
47		459 - 460	Other Driver License State	2	Use for additional DL information	
48		461 - 470	Vehicle License Plate Number	10	Vehicle License Plate Number	

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

Number	Required	Offset	Name	Width	Notes	Values
49		471 - 478	Other Date of Birth/Case Origination Date	8	Debtor other known Date of Birth (DOB) or Case Origination Date - MMDDYYYY	
50		479 - 479	Sensitive Debtor Indicator	1	"Y" if debtor prone to violence, "N" if not	"Y" or "N"
51		480 - 480	Bad Check Indicator	1	"Y" if debtor sent bad checks, "N" if not	"Y" or "N"
52		481 - 481	Debtor Warrant Indicator	1	"Y" or "N" if debtor has outstanding warrant for arrest	"Y" or "N"
53		482 - 484	Violation Statute 1	3	Violation Statute 1 as provided by the client	
54		485 - 499	Violation Code 1	15	Violation Code 1 as provided by the client	
55		500 - 502	Violation Statute 2	3	Violation Statute 2 as provided by the client	
56		503 - 517	Violation Code 2	15	Violation Code 2 as provided by the client	
57		518 - 520	Violation Statute 3	3	Violation Statute 3 as provided by the client	
58		521 - 535	Violation Code 3	15	Violation Code 3 as provided by the client	
59		536 - 538	Violation Statute 4	3	Violation Statute 4 as provided by the client	
60		539 - 553	Violation Code 4	15	Violation Code 4 as provided by the client	
61		554 - 556	Violation Statute 5	3	Violation Statute 5 as provided by the client	
62		557 - 571	Violation Code 5	15	Violation Code 5 as provided by the client	
63		572 - 601	Description	30	Use to provide additional information on the case or debtor.	
64		602 - 611	Record ID	10	Client generated unique ID used to identify a record	

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

COD PAYMENT INFORMATION FILE

Revision Date: 4.21.2009

SUMMARY RECORD

The summary record is the control record and contains summary information for the payment detail records.

Number	Offset	Name	Width	Notes	Values
1	1 - 1	Record Type	1	This is an indicator to identify the record type. Summary (1) or Detail (2).	1
2	2 - 4	Debt Type	3	"COD"	COD
3	5 - 6	County Code	2	Standard CA County Code – Enter '99' if not a CA County	
4	7 - 11	Client ID	5	FTB-generated ID used to uniquely identify each client from which the case originated.	
5	12 - 20	Total Records	9	Total number of detail records per client ID. Zero-filled (e.g., 100 = 000000100)	
6	21 - 34	Total Amount	14	Sum of all payments for this unique claim schedule number. In dollars and cents; sum of all payments (regular and overpayment) Zero-filled. (e.g., \$100,222.44 = 00000010022244).	
7	35 - 42	Claim Schedule Number	8	Unique number assigned to a payment batch.	
8	43 - 50	FTB Process Date	8	Date FTB closed the claim schedule.	
9	51 - 64	FTB Admin Fee	14	Total administration fee charged by FTB for this unique claim schedule number. (e.g., \$100,222.44 = 00000010022244).	
10	65 - 78	Amount Remit to Client	14	Total payment amount minus the FTB administration fee. Total Amount - FTB Admin Fee. (e.g., \$100,222.44 = 00000010022244).	
11	79-127	Filler	48	Filler	

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

DETAIL RECORD

This is the primary portion of the file and contains individual payment-level information.

Number	Offset	Name	Width	Notes	Values
1	1 - 1	Record Type	1	This is an indicator to identify the record type. Summary (1) or Detail (2).	2
2	2 - 4	Debt Type	3	"COD"	COD
3	5 - 6	County Code	2	Standard CA County Code -- Enter '99' if not a CA County	
4	7 - 11	Client ID	5	FTB-generated ID used to uniquely identify each client from which the case originated.	
5	12 - 16	Service Provider ID	5	FTB-generated ID used to uniquely identify a service provider.	
6	17 - 46	Client Case Number	30	Case number assigned by the Client.	
7	47 - 55	FTB Participant ID	9	Participant ID assigned by FTB	
8	56 - 64	SSN	9	SSN of Participant only if provided by the Client	
9	65 - 81	Last Name	17	Debtor's last name as provided by the client	
10	82 - 92	First Name	11	Debtor's first name as provided by the client	
11	93 - 93	Middle Initial	1	Debtor's middle initial as provided by the client	
12	94 - 102	Payment Amount	9	Payment Amount (e.g., \$1,222.44 = 000122244)	
13	103 - 111	FTB Admin Fee	9	FTB Administration Fee charged for Payment Received for each case record (e.g., \$1,222.44 = 000122244)	
14	112 - 119	Received Date	8	Date payment was received MMDDYYYY	
15	120 - 127	Payment Type	8	Type of Payment:	Regular
				Regular	Regular
				Overpayment	Overpay

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

COD FTB ACTION FILE

Revision Date: 2.3.2015

Number	Offset	Name	Width	Notes	Values
1	1 - 2	County Code	2	Standard CA County Code – Enter '99' if not a CA County	
2	3 - 7	Client ID	5	FTB-generated ID used to uniquely identify each client from which the case originated.	
3	8 - 12	Service Provider ID	5	FTB-generated ID used to uniquely identify a service provider.	
4	13 - 42	Client Case Number	30	Case number assigned by the Client.	
5	43 - 52	County Participant ID	10	Participant ID assigned by the Client	
6	53 - 61	SSN	9	SSN of Participant if provided by the client	
7	62 - 78	Last Name	17	Debtor's last name as provided by the client	
8	79 - 89	First Name	11	Debtor's first name as provided by the client	
9	90 - 90	Middle Initial	1	Debtor's middle initial as provided by the client	
10	91 - 92	Action Taken Code	2	Rejected Reason Codes	
01 - Case record was rejected because duplicate of another case record.					01
02 - Case record was rejected because of invalid record type.					02
03 - Case record was rejected because of invalid debt type.					03
04 - Case record was rejected because of invalid action type code.					04
05 - Case record rejected because of invalid county code.					05
07 - Case record rejected because of blank client case number.					07
08 - Case record rejected because new case record balance is less than \$25.00 or Invalid.					08
09 - Case record rejected because the case record does not contain at least one of the following fields: SSN, DL, or DOB					09
11 - Case record rejected because Last Name is invalid.					11
12 - Case record rejected because First Name is invalid.					12

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

Number	Offset	Name	Width	Notes	Values
Rejected Reason Codes (cont'd)					
				13 - Case record rejected because case previously withdrawn or returned, and required modifications were not provided. Must provide updated or new debtor information not previously submitted.	13
				14 - Case record rejected because account balance is less than \$100.00.	14
				15 - Case record rejected because case not found. Review case information.	15
				16 - Case record rejected because the address is Invalid. Refer to U.S.P.S. web site: http://pe.usps.gov/text/pub28/welcome.htm for assistance in formatting and mailing standards.	16
				17 - Case record rejected because case submitted as revised, but contains no revisions.	17
				18 - Case record rejected because revised balance reason, balance adjustment amount, and/or balance adjustment date were not provided or invalid.	18
				20 - Case record rejected because new case record received for an existing case. Resubmit as revised.	20
				22 - Case record rejected because one or more required fields are blank.	22
				23 - Case record rejected because the person or debtor is involved in an active bankruptcy case.	23
				24 - Case record rejected due to confidential reason(s). (Permanently Uncollectable)	24
				25 - Case record rejected due to confidential > 18 months in effect. Higher priority debt liability status still in effect.	25
				26 - Case record rejected because case previously returned and cannot be automatically reactivated. Contact FTB liaison for assistance - only when new address or asset information is available.	26
				27 - Case record rejected because Service Provider ID is invalid.	27

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

Number	Offset	Name	Width	Notes	Values
Return Reason Codes					
				60 - Return Case: Unable to locate debtor with no SSN	60
				61 - Return Case: Zero Balance	61
				62 - Return Case: Confidential > 18 months Higher debt liability still in effect.	62
				63 - Return Case: Unable to locate asset with provided SSN	63
				64 - Return Case: Debtor in Bankruptcy	64
				65 - Return Case: Confidential Reasons Debtors collection status is permanently uncollectable.	65
				66 - Return Case: Uncollectable based on information on provided data	66
Informational Update Codes					
				80 - Confidential Case accepted but debtor has a higher debt liability.	80
				81 - Demand for Payment Notice	81
				82 - Earnings Withholding Order	82
				83 - Order to Withhold	83
				84 - Continuous Order to Withhold	84
				85 - Installment Agreement notice	85
				86 - Case record withdrawn by Client.	86
				87 - Case record withdrawn by FTB	87

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

Number	Offset	Name	Width	Notes	Values
11	93 - 100	Action Date	8	Date the action was taken MMDDYYYY	
12	101 - 111	FTB Billing Number	11	FTB's unique number used to identify the specific notice. Will be populated only with the following codes: 81, 82, 83, 84, 85	
13	112 - 121	Record ID	10	Client generated unique ID used to identify a record	
14	122 - 732	Rejected Record Content	611	Data contained in the rejected record	

EXHIBIT E
COURT ORDERED DEBT RECORD LAYOUT

COD CLIENT RECONCILIATION REPORT - CSV FILE LAYOUT

Revision Date: 3.26.2009

Summary:

The Client Reconciliation Report is a comma-separated values (CSV) file. Each line in the CSV file corresponds to a row in the report. Within each line, the fields are separated by commas. Each field belongs to one column in the report. The table below describes the data contained within each field.

Field Number in Line	Column Name in Report	Column Description
1	Client Case Number	The case number provided by the Client when the Client submitted the case to COD.
2	Case Status	The current COD case status associated with the Client Case number. Valid statuses = ACTIVE, WITHDRAWN, or RETURNED
3	Case Balance	The current COD balance for the case at the time of this report, in dollars and cents (e.g., 430.62).
4	COD Account Number	COD's internal participant Account Number associated with Client's case number. Two letters followed by seven numbers (e.g., CE1234567).
5	COD Account Status	The current COD account status. Valid statuses = OPEN or CLOSED
6	Client ID Number	The COD Client ID.
7	Date	The date this reconciliation report was created - MM/DD/YYYY (e.g., 01/13/2009).



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AGENDA ITEM SUBMITTAL

October 3, 2023
Chairman David Rogers

DEPARTMENT Department of Public Health		DEPARTMENT CONTACT Sara Bosse 559-675-7700		AGENDA ITEM 5.F	
SUBJECT: Declaration of Local Health Emergency		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 9192	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community, Public Safety, Government Relations, Health					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? N/A Will this item require additional personnel? N/A Previous Relevant Board Actions: PowerPoint/Supporting Documents: N/A			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration to reaffirm the Declaration of a Local Health Emergency (Fork Fire) by the County Health Officer.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The Fork Fire started on or about Wednesday, September 7, 2022, in Madera County. The Fork Fire has burned approximately 819 acres, 43 homes, commercial buildings and other structures have been destroyed, accounting for hundreds of dollars in damage to public and private infrastructure has occurred.

On September 12, 2022 the Director of Emergency Service/Sheriff declared a local emergency as authorized by Section 8630 of the Government Code and Chapter 2.78 of Madera County Code when the County of Madera is affected or likely to be affected by the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons within the County. On September 13, 2022, the Board of Supervisors of the County of Madera ratified the Emergency Proclamation by the Emergency Services Director and adopted a resolution proclaiming the local emergency status.

The Madera County Health Officer has determined that debris and ash from structure fires can contain hazardous substances and that immediate action must be taken to



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remove the hazardous waste from property sites within the Fork Fire area that are toxic, flammable, corrosive, or reactive that create an imminent threat to public health and safety. The authority and details of the Madera County Health Officer's declaration that a local health emergency exists in Eastern Madera County's mountain communities due to the hazardous waste and materials created by the Fork Fire, and that such condition may be exacerbated by the ongoing fires and upcoming rainy season and will continue until the conclusion of this local health emergency, is attached.

FISCAL IMPACT:

This action will assist the County of Madera with federal funding requests to assist with the cleanup of hazardous material and debris removal (phase I and II) of the residences that were affected by the Fork Fire. The County of Madera engaged in a similar process in fall of 2020 related to the Creek Fire.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

- Focus Area 1: Community
- Focus Area 3: Public Safety
- Focus Area 7: Government Relations
- Focus Area 8: Health

ATTACHMENTS

1. DECLARATION OF LOCAL HEALTH EMERGENCY

History:

01/24/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 02/07/23
02/07/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 03/07/23
03/07/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 04/04/23
04/04/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/09/23
05/09/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 05/16/23
05/16/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 06/13/23
06/13/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 07/11/23
07/11/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/08/23



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08/08/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/15/23
08/15/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 09/12/23
09/12/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 10/03/23



DECLARATION OF LOCAL HEALTH EMERGENCY BY THE COUNTY HEALTH OFFICER

WHEREAS, California Health and Safety Code, Division 101, Part 3, Chapter 2, Article 2, Sections 101075 through 101095, confer upon Local Health Officers of the political subdivisions of the State of California, emergency powers necessary to protect public health and safety; and

WHEREAS, Section 101080 of the California Health and Safety Code provides that the Local Health Officer may declare a local emergency in his jurisdiction or any area affected by the threat to public health; and

WHEREAS, Section 101080 of the California Health and Safety Code authorizes a Local Health Officer to declare a local health emergency whenever the Local Health Officer reasonably determines that hazardous waste or waste that may become hazardous waste, is an immediate threat to the public health; and

WHEREAS, Section 101075 of the California Health and Safety Code defines "Hazardous Waste" as waste or combination of wastes, that because of its quality, concentration, or physical chemical, or infectious characteristics may do any of the following: (1) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed; and

WHEREAS, Section 101075 of the California Health and Safety Code defines "Waste" as either of the following: (1) any material for which no use or reuse is intended and that is to be discarded; (2) any material that spills, escapes, or is released from any manufacturing, industrial, commercial, or other plant, facility, or process, or that escapes or is released during the transporting or transferring from one place to another, or during the pumping, processing, storing, or packaging of any material in, to, or from such a plant, facility, or process, or that enters or may enter an uncontained air space or a surface water course that is not totally contained on the contiguous property of the plant, facility, or process, or which enters, or may enter, the groundwater underlying such plant, facility, or process.

WHEREAS, Section 101080 of the California Health and Safety Code subjects the Local Health Officer's declaration of local health emergency to ratification by the Board of Supervisors within seven days and reaffirmation of the need to continue the local health emergency at least once every thirty days thereafter until such health emergency is terminated; and

Attachment: DECLARATION OF LOCAL HEALTH EMERGENCY (9192 : Declaration of Local Health Emergency)



WHEREAS, on September 13, 2022, the Board of Supervisors of the County of Madera ratified the Emergency Proclamation by the Sheriff/Emergency Services Director and adopted a resolution proclaiming the local emergency status; and

WHEREAS, the County of Madera will seek state and federal assistance for emergency mitigation of hazardous wastes and substances that may pose a threat to residents and the environment; and

WHEREAS, the Fork Fire has burned 819 acres, 43 homes, commercial buildings and other structures have been destroyed, and hundreds of dollars in damage to public and private infrastructure has occurred; and

WHEREAS, the County of Madera Health Officer hereby finds as follows:

1. Debris and ash from structure fires can contain hazardous substances. For example building materials such as siding, roofing tiles, insulation, or household items such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals can result in dangerous ash that contains asbestos, heavy metals, and other hazardous materials; and
2. Such waste is a threat to public health because it is hazardous waste and can cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, disposed of, or otherwise managed; and
3. Hazardous debris that remains after a wildfire can expose residents to toxic materials, improper transport and disposal of fire debris can create dangerous health impacts to workers removing the debris, such debris can threaten water supplies, and such harmful material can spread throughout the community at large; and
4. Persons with heart or lung disease, older adults, children (including teenagers), persons with diabetes, and pregnant women are particularly vulnerable to the presence of such hazardous waste; and
5. The threat to public health creates the immediate need to facilitate assistance and undertake preventive measures to protect the health of people and the environment and to inform the affected public of any potential health issues associated with the hazardous

waste created by the Fork Fire, thereby warranting the declaration of the existence of a local health emergency; and

6. Regardless of cause, any commercial or domestic structure fires which have or will occur in Madera County from the time the Fork Fire began until the conclusion of the local health emergency will significantly contribute to the hazardous waste load; and

7. Assistance to private property owners and to others within Madera County is needed for timely implementation of necessary preventative measures to protect public health and the environment; and

8. The scope and breadth of the Fork Fire hazardous waste cleanup requires a rapid response due to the large area affected, the location of the fire, the number of structures damaged or destroyed and the imminent threat to public health; and

9. The potential beginning of the rainy season offers little time to mitigate further environmental contamination, including contamination of the watershed, and, therefore, time is of the essence in removing hazardous waste from property sites; and

10. The protection of the County's natural resources and watershed from fire related debris runoff needs to be addressed; and

11. Immediate action is necessary to mitigate the harm that could be caused to the public health and safety and to the environment from improper disturbance, removal, and/or disposal of hazardous waste, including but not limited to toxic, flammable, corrosive, and reactive materials from property sites located within the Fork Fire area because such debris can create dangerous health impacts.

NOW, THEREFORE, THE MADERA COUNTY HEALTH OFFICER DECLARES as follows:

1. A local health emergency exists in Eastern Madera County's mountain communities due to the hazardous waste and materials created by the Fork Fire, and that such condition may be exacerbated by the ongoing fires and upcoming rainy season and will continue until the conclusion of this local health emergency.

2. During the existence of said local health emergency, the powers, functions, and duties of the Madera County Local Health Officer shall be those prescribed by state law, including the provisions of Section 101085 of the California Health and Safety Code, and any ordinances and resolutions approved by the Madera County Board of Supervisors.

3. In connection with the foregoing declaration of local health emergency, the Madera County Health Officer orders that immediate action be taken to remove the hazardous waste from property sites within the Fork Fire area that are toxic, flammable, corrosive, or reactive and create an imminent threat to public health and safety.

4. A Local Health Emergency is declared in Madera County commencing on or about 8:00 a.m. on the 15th day of September 2022.

This declaration shall remain in effect for no longer than seven (7) days unless ratified by the Madera County Board of Supervisors.



Dated: 9/15/22

Simon Paul, M.D.
Public Health officer
County of Madera
Department of Public Health

Attachment: DECLARATION OF LOCAL HEALTH EMERGENCY (9192 : Declaration of Local Health Emergency)



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AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT Department of Public Health		DEPARTMENT CONTACT Christian Coye 559-675-7893		AGENDA ITEM 5.G Consent Calendar	
SUBJECT: Applied Survey Research Amendment #1		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10027	DATE REC'D	
STRATEGIC FOCUS AREA(S): Health					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: MCC NO. 12497-23 PowerPoint/Supporting Documents: Contract			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration of entering into an Amendment to MCC No. 12497-23 with Applied Survey Research in an amount not to exceed \$89,762.00 amending the Cost and Scope of Services for developing a Strategic Plan for the Department of Public Health for Fiscal Year 2023-2024 and authorize the Chairman to sign.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The Madera County Department of Public Health (MCDPH) is requesting approval to the amend contract with Applied Survey Research (ASR) to conduct in-person strategic planning conversations with a focus on workforce development and the impact of COVID-19 to help with sustainability and future planning. The ASR team will facilitate a quality improvement assessment and Strength Weakness Opportunity Threat (SWOT) analyses and other key discussions with specific questions related to messaging, workforce development, emergency preparedness and COVID-19 response. The outcome of this session will be a department-wide strategic plan inclusive of specific goals/objectives related to the expansion of Immunizations (Flu and COVID), mobile and clinic, and improved messaging.



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Applied Survey Research is a non-profit social research consulting firm with over 40 years of experience working with organizations to help gather key data on the issues affecting a community's population, and using this information to create strategic, lasting, and impactful solutions.

FISCAL IMPACT:

Approval of the Recommended Action will have no impact on the General Fund. All costs under this Agreement will be covered by the COVID Workforce Development grant funded by COVID-19 Public Health Crisis Response and the Public Health Workforce Development Supplemental Funding; Racial and Ethnic Approaches to Community Health (REACH) Program financed solely by Public Prevention and Health Funds; and both funding sources are from the Center for Disease Control and Prevention passed through the California Department of Public Health.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

- Focus Area 8: Health

ATTACHMENTS

1. MCC NO. 12497-23
2. Amendment - Applied Survey Research- Flatten

MADERA COUNTY CONTRACT NO. 12497-23
 (Department of Public Health – Applied Survey Research)

THIS AGREEMENT is made and entered into this 16TH day of MAY, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), and APPLIED SURVEY RESEARCH ("CONTRACTOR").

AGREEMENT

1. **TERM.** Services under this Agreement shall be effective May 16, 2024 and shall terminate on January 1, 2024, unless sooner terminated.
2. **SCOPE OF SERVICES.** CONTRACTOR shall provide services on behalf of COUNTY Department of Public Health, as fully described in the Scope of Services attached as Exhibit "A," and incorporated herein by reference.
3. **INCORPORATION OF MASTER AGREEMENT.** Madera County Master Contract No. 004 found at: <https://www.maderacounty.com/i-want-to/view-county-master-contracts>, is incorporated herein by reference as if fully stated. CONTRACTOR shall adhere to all terms and conditions of Master Contract No. 004.
4. **COMPENSATION AND COSTS.** CONTRACTOR's total compensation under this Agreement shall not exceed Seventy-Five Thousand Dollars (\$75,000.00) for services rendered, as set forth in Exhibit "A."

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5. **NOTICES**. All notices required by this Agreement shall be in writing and shall be effective upon personal service or deposit in the mail, postage prepaid and addressed as follows:

COUNTY

Sara Bosse, Director
Department of Public Health
County of Madera
1604 Sunrise Ave.
Madera, CA 93638

CONTRACTOR

Susan Brutschy, President & Founder
Applied Survey Research
P.O. Box 1927
Watsonville, CA 95077

With Copy to

Karen Scrivner, Chief Clerk
Madera County Board of Supervisors
200 W. 4th St.
Madera, CA 93637

6. **INSURANCE**. CONTRACTOR shall maintain the following insurance: general liability and automobile liability insurance naming the COUNTY, its officers, employees, agents and volunteers as additional insureds, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; and workers' compensation insurance as required by California law.

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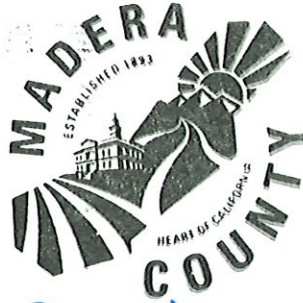
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IN WITNESS WHEREOF the foregoing Agreement is executed on the date and

year first above-written.



ATTEST:

Haven Scriver
Clerk, Board of Supervisors

Approved as to Legal Form:

COUNTY COUNSEL

Wiley R.

By: **Driskill**

Digitally signed by: Wiley R.
Driskill
DN: CN = Wiley R. Driskill email
= wdriskill@lozanosmith.com C
= US O = Lozano Smith
Date: 2020.04.10 10:32:50
-07'00'

COUNTY OF MADERA

David Brzyz
Chairman, Board of Supervisors

APPLIED SURVEY RESEARCH

By: Susan Brutschy
(Signature)

Susan Brutschy
(Print Name)

Title: President

ACCOUNT NUMBER(S)

EXHIBIT A

Scope of Work and Estimated Budget

MADERA PUBLIC HEALTH DEPARTMENT STRATEGIC PLAN

ACTIVITIES	TIMELINE	Estimated COST
STEP 1: PREPARE AND ORGANIZE FOR SUCCESS, PARTNERSHIP, AND VISIONING		Estimated: \$5,000
Activities prior to data collection • Virtual meetings with leadership team to clarify the project development process (including organization, roles, and responsibilities), and how decisions will be reached • Discuss the desired components of the project • Discuss requirements for accreditation, how to ensure that project process meets those requirements, and Public Health Accreditation Board Standards and Measures • Discuss desired timeline • ASR will create and submit a detailed project schedule, including when and how to do the LPHSA • Finalize project goals and objectives	6/2023	
STEP 2: DEVELOP STRATEGIC PLAN		Estimated: \$50,000
Meeting of the Public Health Department Strategic Planning Team • Meet Department of Public Health Strategic Planning team to oversee the strategic plan • Design a decision-making structure Kick-off meeting • Discuss the planning process for the Strategic Plan, including the local public health department assessment, inclusion of the forces of change assessment, gap analysis, and a stakeholder analysis • Discuss requirements for accreditation, how to ensure that project process meets those requirements, and Public Health Accreditation Board Standards and Measures.	6/2023	
Review previously conducted data collection activities provided by MCDPH team SJVPHC Workforce Development Survey • CDPH Organizational Baseline Equity Assessment Results • Equity Assessment Results and Report conducted by DEI subcontractor (this will include KII, survey and focus groups - results should be available by end of June) • Performance Management/QI assessments conducted by Vision Committee (available for review by May) • Forces of Change Assessment (available by early May)	7-8/2023	
Review other foundational materials provided by MCDPH team • Organizational Chart		

Attachment: MCC NO. 12497-23 (10027 : Applied Survey Research Amendment #1)

• Mission, vision and value refresh meeting notes/discussions • Other information as deemed applicable by ASR and/or Training Needs MCDPH strategic planning team • CHIP (anticipated to be available end of June/July)		
Conduct additional data collection • SWOT Analysis with each section. SWOT will include probe of workforce development • Interviews with 1-2 Board of Supervisor members (governing entity) • Interviews with Public Health Director and 3-4 management staff (#TBD)	8-9/2023	
Local Public Health Department System Assessment (LPHSA) • Create public health working group to oversee the process • Discuss the essential services of public health and discuss how the public health department is meeting those • Discuss accreditation process, and PHAB standards and measures • Facilitate according to NACCHO guidelines/recommendations	8-9/2023	
Align Local Public Health Department Assessment Findings, the Forces of Change Assessment, the Department's Quality Improvement Efforts and the CHIP Action Plans • Align Department of Public Health Assessment findings with the Forces of Change Assessment, and Community Themes and Strengths Assessment • Discuss linkages to department's quality improvement planning process. • Integrate Public Health Assessment Plan with CHIP Action Team community action plans. • Discuss and create a plan to evaluate progress on the Department's Strategic Plan, and for annual reporting on progress.	9-11/2023	
STEP 4: WRITE STRATEGIC PLAN		Estimated: \$20,000
Write Strategic Plan • Madera County will provide upfront materials (Overview, Acknowledgements, etc.) • Narrative of CHA/CHIP process, Strategic Plan development, and evaluation activities • Summarize top areas for community action, action plans, and performance measures to track the action plans Strategic Plan Report will include: ➤ Mission, vision, guiding principles/values ➤ Strategic priorities ➤ Goals and objectives with measurable and time-framed targets ➤ Consideration of key support functions required for efficiency and effectiveness ➤ Identification of external trends, events, or factors that may impact community health or the health department ➤ Assessment of health department strengths and weaknesses ➤ Link to the health improvement plan and quality improvement plan • Work with ASR graphic designer to develop finished strategic plan report, including: ➤ Organization of selected data into table/charts/graphics/maps as appropriate ➤ Proofing and verification of all data and text	11-12/2023	

Scope of Work and Estimated Budget

➤ Complete one round of edits/feedback with PH leadership team • Solicit and incorporate feedback from partners (one round of feedback) • Finalize Strategic Plan report (PDF format)		
Total:		Estimated: \$75,000

MADERA COUNTY CONTRACT NO. _____

(Amendment No. 1 - Department of Public Health: Applied Survey Research)

THIS AMENDMENT is made and entered into this ____ day of _____, 2023, by and between the COUNTY OF MADERA, a political subdivision of the State of California ("COUNTY"), and APPLIED SURVEY RESEARCH ("CONTRACTOR").

RECITALS

A. The parties entered into Madera County Contract No. 12497-23 (the "Agreement") on May 16, 2023, for strategic planning services.

B. The parties now desire to amend the Agreement with respect to compensation, and scope of services.

AMENDMENTS

1. This Agreement shall be amended to replace Section 1 of the Agreement in its entirety with the following language:

"1. **TERM**. Services under this Agreement shall be effective May 16, 2023, and shall terminate on January 1, 2024, unless sooner terminated."

2. Exhibit "A" shall be deleted and replaced in its entirety with the attached Scope of Work, which shall herein be referred to as Exhibit "A."

3. Section 4 of this Agreement shall be replaced in its entirety with the following language:

"4. **COMPENSATION AND COSTS**. CONTRACTOR shall be paid under this Agreement for the satisfactory performance of services in an amount not to exceed Eighty-Nine Thousand Seven Hundred Sixty-Two Dollars (\$89,762.00), in accordance with Exhibit "A."

4. All other provisions of this Agreement shall remain in full force and effect.

* * * * *

IN WITNESS WHEREOF the foregoing Amendment is executed on the date and year first above-written.

COUNTY OF MADERA

ATTEST:

Chairman, Board of Supervisors

Clerk, Board of Supervisors

APPLIED SURVEY RESEARCH
By: _____
(Signature)

Approved as to Legal Form:
COUNTY COUNSEL

(Print Name)

Crystal M.
By: Pizano
Digitally signed by: Crystal M. Pizano
DN: CN = Crystal M. Pizano email = cpizano@lozanosmith.com C = US
O = LOZANO SMITH
Date: 2023.08.29 11:51:14 -07'00'

Title: _____

ACCOUNT NUMBER(S)

EXHIBIT A

Scope of Work and Estimated Budget

MADERA PUBLIC HEALTH DEPARTMENT STRATEGIC PLAN

ACTIVITIES	TIMELINE	Estimated COST
STEP 1: PREPARE AND ORGANIZE FOR SUCCESS, PARTNERSHIP, AND VISIONING		Estimated: \$5,000
Activities prior to data collection • Virtual meetings with leadership team to clarify the project development process (including organization, roles, and responsibilities), and how decisions will be reached • Discuss the desired components of the project • Discuss requirements for accreditation, how to ensure that project process meets those requirements, and Public Health Accreditation Board Standards and Measures • Discuss desired timeline • ASR will create and submit a detailed project schedule, including when and how to do the LPHSA • Finalize project goals and objectives	6/2023	
STEP 2: DEVELOP STRATEGIC PLAN		Estimated: \$50,000
Meeting of the Public Health Department Strategic Planning Team • Meet Department of Public Health Strategic Planning team to oversee the strategic plan • Design a decision-making structure Kick-off meeting • Discuss the planning process for the Strategic Plan, including the local public health department assessment, inclusion of the forces of change assessment, gap analysis, and a stakeholder analysis • Discuss requirements for accreditation, how to ensure that project process meets those requirements, and Public Health Accreditation Board Standards and Measures.	6/2023	
Review previously conducted data collection activities provided by MCDPH team SJVPHC Workforce Development Survey • CDPH Organizational Baseline Equity Assessment Results • Equity Assessment Results and Report conducted by DEI subcontractor (this will include KII, survey and focus groups - results should be available by end of August) • Previous Performance Management/QI assessments conducted by Vision Committee (available for review by July) • Forces of Change Assessment (available by early July)	7-8/2023	
Review other foundational materials provided by MCDPH team • Organizational Chart • Mission, vision, and value refresh meeting notes/discussions		

Attachment: Amendment - Applied Survey Research- Flatten (10027 : Applied Survey Research Amendment #1)

- Other information as deemed applicable by ASR and/or Training Needs MCDPH strategic planning team - CHIP (anticipated to be available end of Sept/Oct)		
In-Person Strategic Planning Activities - SWOT analysis with managers, - Include WFD probes (e.g., training, hiring/retention) - Include communication/branding probes - include COVID/EP probes - Quality Improvement Assessment and discussion Other activities as agreed upon by ASR and MCDPH as time allows such as structured discussion of link/connection to CHIP priorities, review/brainstorm of stakeholders, etc.	In-Person	14,762
Conduct additional data collection 5 -6 SWOTS with staff and sections <i>All SWOTs will include probe of workforce development</i> - Interviews with 1 Board of Supervisor members (governing entity) - Interview with Public Health Director and Health Officer (can be done together) - Interviews with 3-4 management staff targeting new and/or changing sections (#TBD)	8-9/2023	
Community Partner Assessment (MAPP 2.0) - Review survey and provide comments/feedback on additions to survey; survey will include stakeholder assessment of department's strengths, weaknesses, opportunities and challenges/threats - Coordinate with MPH team to select 8-10 community partners from Live Well Madera to complete the survey - Input survey into Survey Monkey - Send survey to selected participants - Analyze data - Produce summary report for strategic priorities discussion in mid-September	8-9/2023	
Align Community Partner Assessment Findings, the Forces of Change Assessment, the Department's Quality Improvement Efforts and the CHIP Action Plans - Align Community Partner Assessment findings with the Forces of Change Assessment, and Community Themes and Strengths Assessment - Discuss linkages to department's quality improvement planning process. - Integrate Community Partner Assessment with CHIP Action Team community action plans. - Discuss and create a plan to evaluate progress on the Department's Strategic Plan, and for annual reporting on progress.	9-11/2023	
STEP 4: WRITE STRATEGIC PLAN		Estimated: \$20,000
Write Strategic Plan - Madera County will provide upfront materials (Overview, Acknowledgements, etc.) - Narrative of CHA/CHIP process, Strategic Plan development, and evaluation activities	11-12/2023	

Attachment: Amendment - Applied Survey Research- Flatten (10027 : Applied Survey Research Amendment #1)

• Summarize top areas for community action, action plans, and performance measures to track the action plans Strategic Plan Report will include: ➤ Mission, vision, guiding principles/values ➤ Strategic priorities ➤ Goals and objectives with measurable and time-framed targets ➤ Consideration of key support functions required for efficiency and effectiveness ➤ Identification of external trends, events, or factors that may impact community health or the health department ➤ Assessment of health department strengths and weaknesses ➤ Link to the health improvement plan and quality improvement plan ➤ Plan will meet requirement for WFD And QI plans • Work with ASR graphic designer to develop finished strategic plan report, including: ➤ Organization of selected data into table/charts/graphics/maps as appropriate ➤ Proofing and verification of all data and text ➤ Complete one round of edits/feedback with PH leadership team • Solicit and incorporate feedback from partners (one round of feedback) • Finalize Strategic Plan report (PDF format)		
Total:		Estimated: \$75,000
Total With Additional In-Person Strategic Planning Activities		\$89,762

Timeline

	June	July	August	Sept	Oct	Nov	Dec
What we will get from them							
CHA							
Forces of Change Assessment							
Community Themes and Strengths Assessment							
Performance Management Assessments (2019, 2021, and 2023)							
QI Assessment (2018)							
2022 Baseline and 2023 Equity Assessment							
DEI Assessment (from consultants)							
SJVPHC Workforce Development Survey							
CHIP							
Employee Satisfaction Survey							
ASR to do							
SWOT Analysis (including elements of additional workforce development assessment)							
Key informant interviews (4-6)							
Quality Improvement Assessment (In-person)							
Community Partner Assessment							
Align Assessments and plans							
Write Strategic Plan							



BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
200 WEST 4TH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970
Agendas available: www.MaderaCounty.com

5.H

Members of the Board

, District 1
, District 2
, District 3
, District 4
, District 5

AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT Department of Public Health		DEPARTMENT CONTACT Christian Coye 559-675-7893		AGENDA ITEM 5.H Consent Calendar	
SUBJECT: Family PACT Provider Agreement 2023		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10034	DATE REC'D	
STRATEGIC FOCUS AREA(S): Health					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: PowerPoint/Supporting Documents: Contract			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration of entering into an Agreement with California Department of Health Care Services to become an approved Family PACT (Planning, Access, Care, and Treatment) Provider, to provide family planning and reproductive health services at no cost to low-income residents and authorize the Chairman to sign.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The Family Planning, Access, Care, and Treatment (Family PACT) Program is administered by the California Department of Health Care Services (DHCS) and Office of Family Planning (OFP), to provide family planning and reproductive health services at no cost to California's low-income (under 200% federal poverty level) residents of reproductive age. The program offers family planning services, including contraception, and pregnancy testing, as well as sexually transmitted infection testing and limited cancer screening services.

Madera County residents that qualify for Family PACT will get services for up to a year. In some cases, Family PACT may cover family planning costs for the 3 months prior to someone becoming a client. The Family PACT program is available throughout California, and patients who qualify can see any Family PACT providers in the State.



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5.H

Members of the Board

, District 1
, District 2
, District 3
, District 4
, District 5

FISCAL IMPACT:

This agreement will have no impact to the County's General Fund. Family PACT services are billed through Medi-Cal.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

Ø Focus Area 8: Health

ATTACHMENTS

1. Contract- Family PACT Provider Agreement- Flattened



**FAMILY PACT (PLANNING, ACCESS, CARE, AND TREATMENT)
PROGRAM PROVIDER AGREEMENT**

Important:

- Do not use staples on this form or any attachments.
- Type or print clearly in ink. An original signature is required. If you must make corrections, please line through, date, and initial in blue ink.
- Do not leave any questions or lines blank. Enter N/A if not applicable.
- Return completed form to:
Department of Health Care Services
Office of Family Planning
Family PACT Provider Enrollment
P.O. Box 997413, MS 8400
Sacramento, CA 95899-7413

FOR STATE USE ONLY

OFP ID# _____

Service Site Legal Name (as listed on the DHCS 4468)

County of Madera

Service Site Business Name (as listed on the DHCS 4468)

Madera County Department of Public Health

Service Site National Provider Identifier (NPI)

1265573349

Service Site Telephone Number

(559) 675-7893

Service Site Address (number, street)

1604 Sunrise Ave

City

Madera

State

CA

Nine-digit ZIP Code

93638-4926

Pay-to-Address (number, street, PO
Box number)

City

State

Nine-digit ZIP Code

Mailing Address if different than site
service (number, street, PO Box number)

City

State

Nine-digit ZIP Code

**EXECUTION OF THIS PROVIDER AGREEMENT IS MANDATORY FOR PARTICIPATION OR
CONTINUED PARTICIPATION AS A PROVIDER IN THE FAMILY PACT PROGRAM PURSUANT TO
WELFARE AND INSTITUTION CODE, SECTION 24005. AS A CONDITION FOR PARTICIPATION
OR CONTINUED PARTICIPATION AS A PROVIDER IN THE FAMILY PACT**

**PROGRAM, APPLICANT OR PROVIDER AGREES WITH THE DEPARTMENT OF HEALTH CARE
SERVICES (HEREINAFTER "DHCS") TO COMPLY WITH ALL OF THE FOLLOWING TERMS AND
CONDITIONS, AND WITH ALL OF THE TERMS AND CONDITIONS INCLUDED ON ANY
ATTACHMENTS(S) HERETO, WHICH IS/ARE INCORPORATED HEREIN BY REFERENCE:**

1. **Term and Termination.** This Agreement will be effective from the date Applicant is enrolled as a Family PACT Provider by DHCS or the date the Provider is approved for continued enrollment. Provider may terminate this Agreement by providing DHCS with written notice of intent to terminate which termination shall result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedures Act) from further participation in the Family PACT program unless and until such time as a Provider is re-enrolled by DHCS in the Family PACT program. Providers are subject to suspension or disenrollment, as set forth in this agreement or in law, for failure to adhere to program policies, standards and administrative practices.
2. **Compliance with Laws and Regulations.** Provider agrees to comply with all applicable revisions of Section 24005 of the Welfare and Institutions Code or any applicable regulations promulgated by DHCS pursuant to that Chapter. Provider further agrees that it may be subject to all sanctions or other remedies available to DHCS if it violates any of the provisions of Section 24005 of the Welfare and Institutions Code, or any of the regulations promulgated by DHCS pursuant to that Chapter. Provider further agrees to comply with all state and federal laws and regulations governing and regulating Providers.
3. **Forbidden Conduct.** Provider agrees that it shall not engage in conduct inimical to the public health, morals, welfare, and safety of any Family PACT beneficiary, or the fiscal integrity of the Family PACT program.
4. **Nondiscrimination.** Provider agrees that it shall not exclude or deny aid, care, service, or other benefits available under the Family PACT program or in any other way discriminate against a person because of that person's race, color, ancestry, marital status, sexual orientation, national origin, gender, age, economic status, physical or mental disability, political or religious affiliation or beliefs in accordance with California and federal laws. Provider further agrees that it shall provide aid, care, service, or other benefits available under the Family PACT program to Family PACT beneficiaries in the same manner, by the same methods, and at the same scope, level, and quality as provided to the general public.
5. **Licensing.** At the time this Agreement becomes effective, and throughout the term of this Agreement, Provider agrees to maintain in good standing valid and unexpired license(s), certificate(s), or other approval(s) to provide health care services, which is appropriate to the services, goods, supplies, and merchandise being provided, as required by the state or locality in which Provider is located, or by the Federal Government. Provider agrees to notify DHCS within ten business days of learning that any restriction has been placed on, or of a suspension or restriction on Provider's license, certificate, or other approval to provide health care. Provider further agrees to provide DHCS complete information related to any restriction, revocation or loss of Provider's license, certificate, or other approval to provide health care services. Provider further agrees that DHCS shall automatically disenroll Provider for failure to comply, pursuant to Welfare and Institutions Code, Section 24005. Such disenrollment shall be effective on the date that Provider's license, certificate, or approval was revoked, suspended, lost, or surrendered.
6. **Record Keeping and Retention.** Provider agrees to make, keep, and maintain in a systematic and orderly manner, and have readily retrievable, such records as are necessary to fully disclose the type and extent of all services, goods, supplies, and merchandise provided to Family PACT beneficiaries, including, but not limited to, the records described in Section 51476 of Title 22, California Code of Regulations, and the records described in Section 431.107 of Title 42 of the

Code of Federal Regulations as described in the *Policy, Procedures and Billing Instructions Manual* of the Family PACT program. Provider further agrees that such financial records shall be made at or near the time at which the services, goods, supplies, and merchandise are delivered or rendered, and that such records shall be retained by Provider in the form in which they are regularly kept for a period of three (3) years from the date the goods, supplies, or merchandise were delivered or the services rendered.

7. **DHCS Access to Records; Copies of Records.** Provider agrees to make available, during regular business hours, all pertinent financial books and all records concerning the provision of health care services to Family PACT beneficiaries, and all records required to be retained pursuant to Paragraph 6, above, to DHCS or to any duly authorized representative of DHCS including, but not limited to, employees of the California Attorney General's Medi-Cal Fraud Unit, and to the Secretary of the United States Health Care Financing Administration. Provider further agrees to provide, if requested by DHCS, copies of the records and documentation. Provider will be reimbursed for reasonable photocopying-related expenses as determined by DHCS. Provider further agrees that failure to comply with DHCS' request to examine or receive copies of such records shall be grounds for immediate disenrollment of Provider pursuant to Welfare and Institutions Code, Section 14124.2.
8. **Confidentiality of Beneficiary Information.** Provider agrees that all medical records of beneficiaries made or acquired by Provider shall be confidential and shall not be released without the written consent of the beneficiary or as otherwise authorized by law.
9. **Disclosure of Information to DHCS.** Provider agrees to disclose all information as required by DHCS regulations and any other information required by DHCS, and to respond to all requests from DHCS for information. Provider further agrees that the failure of Provider to disclose the required information or the disclosure of false information shall result in the denial of the application for enrollment or shall make the Provider subject to disenrollment, which shall include deactivation of all Provider numbers used by Provider to obtain reimbursement from the Family PACT program. Provider further agrees that all bills or claims for payment to DHCS by Provider shall not be due and owing to Provider for any period(s) for which information was not reported or was reported falsely to DHCS. Provider further agrees to reimburse DHCS those Family PACT funds received during any period for which information was not reported, or reported falsely, to DHCS.
10. **Background Check.** Provider agrees that DHCS may conduct a background check on Provider for the purpose of verifying the accuracy of the information provided in the Application to Participate (DHCS 4468), Provider Agreement (DHCS 4469) and Practitioner Agreement (DHCS 4470) in order to prevent fraud or abuse. The background check may include, but may not be limited to, the following: (1) on-site inspection prior to enrollment; (2) review of business records; and, (3) data searches.
11. **Unannounced Visits by DHCS.** Provider agrees that DHCS may make unannounced visits to Provider, before, during, or after enrollment, for the purpose of determining whether enrollment or continued enrollment is warranted, or as necessary for the administration of the Family PACT program. Provider agrees to comply with the requirements of Welfare and Institutions Code, Section 14043.7.

- 12. Provider Fraud and Abuse.** Provider agrees that it shall not engage in or commit fraud or abuse. "Fraud" as defined in Section 24005(i) (2), means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. It includes any act that constitutes fraud under applicable federal or state law. "Abuse," as defined in Section 24005(i)(1) means either: (a) practices that are inconsistent with sound fiscal or business practices and result in unnecessary cost to the Medicare program, the Medi-Cal program, the Family PACT program, another state's Medicaid program, or other health care programs operated, or financed in whole or in part, by the Federal Government or any state or local agency in this State or any other state; (b) practices that are inconsistent with sound medical practices and result in reimbursement by any other programs referred to in (a) including the Family PACT program pursuant to Section 14132(a) of the Welfare and Institutions Code or the state-only Family Planning program pursuant to Section 24027 of the Welfare and Institutions Code, or other health care programs operated, or financed in whole or in part, by the Federal Government or any state or local agency in this State or any other state, for services that are unnecessary or for substandard items or services that fail to meet professionally recognized standards for health care.
- 13. Investigations of Provider for Fraud or Abuse.** Provider agrees that, at the time this Agreement was signed, it was not under investigation for fraud or abuse pursuant to Welfare and Institutions Code, Section 24005. Provider further agrees to notify DHCS within 10 business days of learning that it is under investigation for fraud or abuse by any local, state, or federal government law enforcement agency. Provider further agrees that it shall be subject to immediate disenrollment pursuant to Welfare and Institutions Code, Section 24005, which shall include deactivation of all Provider numbers used by Provider to obtain reimbursement from the Family PACT program, if it is discovered by DHCS that Provider is under investigation for fraud or abuse. Provider further agrees to cooperate with and assist DHCS and any state or federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse. Failure to cooperate shall result in disenrollment from the Family PACT program.
- 14. Provider Fraud or Abuse Convictions and/or Civil Fraud or Abuse Liability.** Provider agrees that pursuant to Section 24005 it and its officers, directors, employees, and agents, has not: (a) been convicted of any felony or misdemeanor involving fraud or abuse in any government program, within the last ten years; or (b) been convicted of any felony or misdemeanor involving the abuse of any patient; or (c) been convicted of any felony or misdemeanor substantially related to the qualifications, functions, or duties of a Provider; or (d) entered into a settlement in lieu of conviction for fraud or abuse, within the last five years; or, (e) been found liable for fraud or abuse in any civil proceeding, within the last five years. Provider further agrees that DHCS shall not enroll Provider if, within the last ten years, Provider has been convicted of any felony or misdemeanor involving fraud or abuse in any government program, has entered into a settlement in lieu of conviction for fraud or abuse, or has been found liable for fraud or abuse in any civil proceeding. In addition, the Department may deny enrollment to any Applicant that, at the time of application, is under investigation by the Department or any local, state, or federal government law enforcement agency for fraud or abuse.

- 15. Changes to Provider Information.** Provider agrees to keep its application for enrollment in the Family PACT program current by informing DHCS, Office of Family Planning, in writing on a form or forms to be specified by DHCS, of any significant changes to the information contained in its Application to Participate and this Agreement, within 35 days of the change (e.g., location, tax ID change, change of ownership, etc.). Pursuant to 24005 (3) DHCS will immediately deactivate provider numbers used to obtain reimbursement when warrants or documents sent to the mailing address, pay to address or service address are returned as undeliverable by the United States Postal Service. Provider understands that incorrect or inaccurate information may affect eligibility to participate in the Family PACT program and receive Family PACT reimbursement and that any changes in previously submitted information must be reported to DHCS, Medi-Cal Provider Enrollment Division (DHCS-PED) and the Office of Family Planning/Family PACT Program. Failure to comply may result in permanent disenrollment from the Family PACT program.
- 16. Prohibition of Rebate, Refund, Discount, or Marketing.** Provider agrees that it shall not offer, give, furnish, or deliver any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Family PACT beneficiary. Provider further agrees that it shall not solicit, request, accept, or receive, any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Family PACT beneficiary. Provider further agrees that it will not take any other action or receive any other benefit prohibited by state or federal law. Failure to follow this paragraph shall result in disenrollment from the Family PACT program. Provider is prohibited from exchanging and/or offering to exchange, anything of value, in an effort to induce (or reward) the referral of, or application to, the Family PACT Program. Failure to comply will result in disenrollment from Family PACT.
- 17. Payment from Other Health Coverage Prerequisite to Claim Submission.** Provider agrees that it shall seek to obtain payment for services provided to Family PACT beneficiaries from any private or public health insurance coverage to which the beneficiary is entitled, except when a barrier to access exists, where Provider is aware of this coverage and to the extent the coverage extends to these services, prior to submitting a claim to DHCS for the payment of any unpaid balance for these services.
- 18. Beneficiary Billing.** Provider agrees that it shall not submit claims to, demand, or otherwise collect reimbursement from a Family PACT beneficiary, or from other persons on behalf of the beneficiary, for any service included in the Family PACT program's scope of benefits.
- 19. Payment from Family PACT Program Shall Constitute Full Payment.** Provider agrees that payment received from DHCS in accordance with Family PACT fee structures shall constitute payment in full, except that Provider, after making a full refund to DHCS of any Family PACT payments received for services, goods, supplies, or merchandise, may recover all of Provider's fees to the extent that any other contractual entitlement, including, but not limited to, a private group or indemnification insurance program, is obligated to pay the charges for the services, goods, supplies, or merchandise provided to the beneficiary.
- 20. Compliance with Billing and Claims Requirements.** Provider agrees that it shall comply with all of the billing and claims requirements set forth in the Welfare and Institutions Code. The DHCS administers the State's Medicaid Program (Medi-Cal) and is responsible for provider enrollment,

claims processing and responding to the public's questions regarding these issues. The Medi-Cal claims process and claim type (CMS1500, UB-04 or electronic software submission) is used for reimbursement for Family PACT. Refer to the Family PACT *Policy, Procedures, and Billing Instruction* manual for diagnosis code and method indicators that are distinctive to the Family PACT program.

21. **Accuracy and Correction of Claims or Payments.** Provider agrees to be responsible for all Family PACT claims submitted regardless of who completes the claim on behalf of Provider. Provider is responsible for the review and verification of the accuracy of claims payment information promptly upon the receipt of any payment. Provider agrees to seek correction of any claim errors through the appropriate processes as designated by DHCS or its fiscal intermediary.
22. **Provider Disenrollment.** Provider agrees that it is to be subject to immediate disenrollment for the following actions: (a) automatic suspension/mandatory exclusion from the Medi-Cal program; (b) permissive suspension from the Medi-Cal program; (c) being under investigation for fraud or abuse; (d) having a revoked or suspended license to practice; (e) making false declarations on the Family PACT Application or failure to abide by Provider Agreement Provisions. Provider further agrees that the disenrollment by DHCS of Provider shall include deactivation of all of Provider's Provider numbers and shall preclude Provider from submitting claims for payment, either personally or through claims submitted by any clinic, group, corporation, or other association to the Family PACT program for any services or supplies Provider has provided to the program, except for services or supplies provided prior to the disenrollment. Providers are also subject to disenrollment for failure to adhere to program policies and administrative practices and for failure to notify DHCS Provider Enrollment Division and the Office of Family Planning/Family PACT Program of any changes to previously submitted information (for example, a change of service location). At DHCS' discretion, on-site visits and attempts at corrective action may be made prior to disenrollment.
23. **Temporary Suspension.** If DHCS determines that Provider's failure to abide by Family PACT policies and standards merits temporary suspension in lieu of immediate disenrollment, Provider agrees to comply with all aspects of a DHCS-directed corrective action plan before Provider is reinstated.
24. **Liability of Group Providers.** Provider agrees that, if it is a Provider group, the group, and each member of the group, are jointly and severally liable for any breach of this Agreement, and that action by DHCS against any of the Providers in the Provider group may result in action against the group and all members of the group. Action by DHCS may include disenrollment from Family PACT of all group members.
25. **Legislative and Congressional Changes.** Provider agrees that this Agreement is subject to any future additional restrictions, limitations, or conditions enacted by the California Legislature or the United States Congress and any subsequent regulations, which may affect the provisions, terms, conditions, or funding of this Agreement in any manner.
26. **Provider Capacity.** Provider agrees that Provider, and the officers, directors, employees, and agents of Provider, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of California.

27. **Indemnification.** Provider agrees to indemnify, defend, and save harmless the State of California, its officers, agents, and employees, from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying services, materials, or supplies in connection with Provider's performance of this Agreement, and from any and all claims and losses accruing or resulting to any Family PACT beneficiary, or to any other person, firm, or corporation who may be injured or damaged by Provider in the performance of this Agreement.
28. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
29. **Venue.** Venue for all actions, including federal actions, concerning this Agreement, lies in Sacramento County, California, or in any other county in which the California Department of Justice maintains an office.
30. **Titles.** The titles of the provisions of this Agreement are for convenience and reference only and are not to be considered in interpreting this Agreement.
31. **Severability.** If one or more of the provisions of this Agreement shall be invalid, illegal, void, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. Either party having knowledge of such a provision shall promptly inform the other of the presumed no applicability of such provision. Should the non-applicable provision go to the heart of this Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties.
32. **Assignability.** Provider agrees that it has no property right in or to its status as a Provider in the Family PACT program or in or to the Provider number(s) assigned to it, and that Provider may not assign its Provider number, or any rights and obligations it has under this Agreement.
33. **Waiver.** Any action or inaction by DHCS or any failure of DHCS on any occasion, to enforce any right or provision of this Agreement, shall not be interpreted to be a waiver by DHCS of its rights hereunder and shall not prevent DHCS from enforcing such provision or right on any future occasion. The rights and remedies of DHCS herein are cumulative and are in addition to any other rights or remedies that DHCS may have at law or in equity.
34. **Complete Integration.** This Agreement, including any attachments or documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of this Agreement.
35. **Amendment.** No alteration or variation of the terms or provisions of this Agreement shall be valid unless made in writing and signed by the parties to this Agreement, and no oral understanding or agreement not set forth in this Agreement, shall be binding on the parties to this Agreement.
36. **Provider Attestation.** An individual Provider or an individual signing on behalf of a group agrees that all information it submits on the Family PACT Provider Application (DHCS 4468) (the Application), this Agreement, and all attachments or changes to either the Application or Agreement, is true, accurate, and complete to the best of Provider's knowledge and belief. The

Individual Provider or the individual signing on behalf of a group further agrees to sign the Application, this Agreement, and all attachments or changes to either, under penalty of perjury under the laws of the State of California.

37. Client Eligibility. Provider agrees to determine client eligibility and enroll the eligible client on-site using the Health Access Programs (HAP) system. Provider agrees to confirm eligibility at each subsequent visit. Provider agrees to activate the HAP identification card for all eligible recipients at the time their eligibility is determined. Provider agrees to request a social security number from the client, but the inability of the client to provide the social security number shall not cause the Provider to deny access to family planning services. Provider agrees to determine financial eligibility at or below 200 percent of the poverty level and Provider agrees and ensures the client's eligibility certification is truthfully and accurately completed. Provider agrees to update the client's eligibility whenever a change in the client's eligibility (i.e. obtain other health coverage) occurs. New client enrollment and updates will take place on the following devices: POS/T7, the Automated Eligibility Verification System (AEVS), or the internet. Provider agrees to request the client's status as a California resident. Provider agrees to cooperate in the annual evaluation of the program by making records available on request.

38. Provider Orientation. Provider agrees that all new Family PACT providers and/or new provider locations will be provisionally certified for enrollment into the Family PACT program after Provider is enrolled in Medi-Cal, and until an eligible Provider representative attends a legislatively mandated provider orientation as determined by DHCS. Provider must attend an orientation within six (6) months of the date of initial Family PACT enrollment for the provisional certification to be lifted. If Provider does not attend an orientation within six (6) months of the date of initial Family PACT enrollment, Provider and/or Provider location will be disenrolled from the Family PACT program.

39. Family PACT Standards. The purpose of the Family PACT Standards, as presented and defined in the Family PACT *Policies, Procedures, and Billing Instructions Manual* (PPBI), is to set forth the scope, type, and quality of care required for the family planning and family planning related services of this program, and the terms and conditions under which services will be reimbursed. I am duly authorized to commit all service sites, provider numbers, and practitioners specified in the Family PACT Provider Application (DHCS 4468). I shall adhere to the Family PACT Standards referenced above.

Family PACT Standards are subject to change upon written notification from DHCS. I understand that providers who do not provide services consistent with the Family PACT Standards for administrative practices and clinical reproductive health services may be immediately and permanently disenrolled from the Family PACT program.

Provider agrees that compliance with the provisions of this Agreement is a condition precedent to payment to Provider. The parties agree that this Agreement is a legal and binding document and is fully enforceable in a court of competent jurisdiction. The individual provider signing this Agreement or the individual signing this Agreement on behalf of a group represents and warrants that he/she has read this Agreement, understands it, and is authorized to execute it.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PROVIDER AGREEMENT (DHCS 4469) INFORMATION IS TRUE, ACCURATE, AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Print legal name of the provider or person signing this agreement on behalf of provider who is authorized to legally bind the provider.

Title:

Signature of the provider or person signing this agreement on behalf of provider who is authorized to legally bind the provider.

Executed at: , on
 (City) (State) (Date)

**Privacy Statement
(Civil Code Section 1798 et seq.)**

All information requested on the application and provider agreement is mandatory with the exception of the social security number for any person other than the person or entity for whom an IRS Form 1099 must be provided by the Department pursuant to 26 USC 6041. This information is required by the Department of Health Care Services, Office of Family Planning, by authority of Welfare and Institutions Code Section 14043.2(a). The consequences of not supplying the mandatory information requested are denial of enrollment as a Family PACT provider or denial of continued enrollment as a provider and deactivation of all provider numbers used by the provider to obtain reimbursement from the Family PACT program. The consequences of not supplying the voluntary social security number information requested is delay in the application process while other documentation is used to verify the information supplied. Any information provided will be used to verify eligibility to participate as a provider in the Family PACT program. Any information may also be provided to the State Controller's Office, the California Department of Justice, the Department of Consumer Affairs, the Department of Corporations, or other state or local agencies as appropriate, fiscal intermediaries, managed care plans, the Federal Bureau of Investigation, the Internal Revenue Service, Medicare Fiscal Intermediaries, Centers for Medicare and Medicaid Services, Office of the Inspector General, Medicaid, and licensing programs in other states. For more information or access to records containing your personal information maintained by this agency, contact the Office of Family Planning at (916) 650-0414.

Approved as to Legal Form:

COUNTY COUNSEL

Crystal M.

By Pizano

Digitally signed by: Crystal M. Pizano
DN: CN = Crystal M. Pizano email =
cpizano@lozanosmith.com C = US
O = Lozano Smith
Date: 2023.09.14 17:12:47 -07'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

COUNTY OF MADERA;

STATE OF CALIFORNIA DEPARTMENT

OF HEALTH CARE SERVICES

TITLE OF CONTRACT:

FAMILY PACT (PLANNING, ACCESS,

CARE, AND TREATMENT) PROGRAM

PROVIDER AGREEMENT

Attachment: Contract- Family PACT Provider Agreement- Flattened (10034 : Family PACT Provider Agreement 2023)



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, District 4
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AGENDA ITEM SUBMITTAL

October 3, 2023
Chairman David Rogers

DEPARTMENT Department of Public Health		DEPARTMENT CONTACT Christian Coye 559-675-7893		AGENDA ITEM 5.1 Consent Calendar	
SUBJECT: ELC EDE AUTOCLAVE - RUR 23-026		REQUIRED VOTE: 4/5 Votes Required	DOC. ID NUMBER 10035	DATE REC'D	
STRATEGIC FOCUS AREA(S): Health					
<u>For Clerk of the Board's Office Use Only</u>					
BOARD'S ACTION:					
The County Auditor-Controller is authorized to make such budgetary adjustments and will carry out the intent and purpose of this budget adjustment.					
For Fiscal Year: 2023-2024 Budget Adjustment Type: Receipt of Unanticipated Revenue PowerPoint/Supporting Documents: Other/Misc			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration of approval of Receipt of Unanticipated Revenue No. 23-026 in the amount of \$62,700.00 derived from Health Administration - Federal-Other to Equipment/Furniture>\$5000 for Fiscal Year 2023-2024. **4 Votes Required**

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The Madera County Department of Public Health (MCDPH) is requesting approval of Receipt of Unanticipated Revenue No. 23-026 to allocate funding in the amount of \$62,700 from Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity (ELC) Enhancing Detection Expansion (EDE) to Equipment/Furniture>\$5000 for the purchase of autoclave sterilizer lab equipment.

Autoclave sterilization is a highly effective method of sterilizing and disinfecting objects in a laboratory through the use of heat, in the form of steam, plus pressure and time. The use of ELC Expansion funding for this purchase will support our Public Health Lab in sterilizing and disinfecting laboratory instruments used to test for coronavirus, and other pathogens of public interest.

FISCAL IMPACT:



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Approval of the Recommended Action will have no impact on the General Fund.
Purchashe of this equipment is completely covered by federal CDC ELC EDE funding.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

- Focus Area 8: Health

To Auditor-Controller: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

APPROVED AS TO THE AVAILABILITY OF FUNDS BY AUDITOR:

Yes, funds are available

David Richstone

David Richstone, Director

9/15/2023

ADMINISTRATIVE OFFICER'S RECOMMENDATION / REPORT:

Recommended

Jessica Leon

Jessica Leon, Administrative Analyst II

9/18/2023

ATTACHMENTS

1. RUR 23-026



Budget Adjustment Authorization

Submittal Date *

9/8/2023

For Fiscal Years *

2023-2024

Contact First Name *

Christian

Contact Last Name *

Coye

Department *

Public Health

Department/Org #

06810

Department Head Name *

Sara Bosse

Will this Budget Adjustment be Board Approved? *

☒ Yes

☐ No

Draft Board Letter

[Printout-10035-1009.doc](#)

110.5KB

If Board Approved, indicate the target Board date: *

10/3/2023

Please Select *

☐ Transfer of Appropriations ☒ Receipt of Unanticipated Revenue

Please select the document type(s) from the check boxes above. Your selection will remove unneeded fields from the form. Transfer of Appropriations Transfer From.

Receipt of Unanticipated Revenue

Fund Name *

GENERAL FUND

Fund # *

0100

Appropriations

Org # *	Org Description *	Account # *	Account Description *	Amount *
06810	HEALTH ADMINISTRATION	740301	EQPT/FURNITURE>\$5000	62,700

Attachment: RUR 23-026 (10035 : ELC EDE AUTOCLAVE - RUR 23-026)

Total

\$ 62,700.00

Revenues

Org #*	Org Description*	Account #*	Account Description*	Amount*
06810	HEALTH ADMINISTRATION	657000	FED - OTHER	62,700

Total

\$ 62,700.00

Totals in Appropriations and Revenues must match**Unanticipated Revenue is Derived from***

Revenue in the amount of \$62,700 comes from Centers for Disease Control and Prevention (CDC) Epidemiology and Laboratory Capacity (ELC) Enhancing Detection Expansion (EDE) funding (657000 Federal Other). The Autoclave Sterilizer will be completely covered by the CDC ELC EDE grant funding (657000 Federal Other). The estimated cost is \$57,000 with 10% (\$5,700) included in this RUR/TOA for contingencies.

Describe the Revenue Source, Grant Name, Legislation, etc.)

Section**Name***

Christian Coye

Title*

Admin Analyst

Auditor to Complete

TO AUDITOR-CONTROLLER: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

Approved as to Availability of Funds:*

☒ Yes ☐ No ☐ N/A

Auditor Controller's #*

23-026

Signature

Auditor Name*

Elizabeth Cruz

Date*

9/11/2023

The County Auditor-Controller is authorized to make such budgetary adjustments as will carry out the intent and purpose of this budget adjustment.

Attachment: RUR 23-026 (10035 : ELC EDE AUTOCLAVE - RUR 23-026)

Administrative Officer to Complete

Administrative Officer's Report *

County Administration has reviewed this request, and it is recommended for approval.

Please Select *

☒ Recommended ☐ Approve as Requested ☐ Approve as Revised

Signature *

Jessica Leon

Admin Officer Name *

Jessica Leon

Date *

9/12/2023

Attached for Board Approval

*

☒ Completed

Attachment: RUR 23-026 (10035 : ELC EDE AUTOCLAVE - RUR 23-026)



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AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT Department of Public Health		DEPARTMENT CONTACT Christian Coye 559-675-7893		AGENDA ITEM 5.J Consent Calendar	
SUBJECT: Mobile Hygiene Facility		REQUIRED VOTE: 4/5 Votes Required	DOC. ID NUMBER 10040	DATE REC'D	
STRATEGIC FOCUS AREA(S): Health					
<u>For Clerk of the Board's Office Use Only</u>					
BOARD'S ACTION:					
The County Auditor-Controller is authorized to make such budgetary adjustments and will carry out the intent and purpose of this budget adjustment.					
For Fiscal Year: 2023-2024 Budget Adjustment Type: Transfer of Appropriations PowerPoint/Supporting Documents: Other/Misc			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration of approval of Transfer of Appropriations No. 23-029 in the amount of \$88,000.00 transfer from Health Administration - Professional and Specialized Services to Equipment/Furniture>\$5000 for Fiscal Year 2023-2024 to purchase an ADA Mobile Hygiene Facility for providing mobile services and screening to the homeless and underserved populations of Madera County.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

The Governor's budget for fiscal year 2019-2020 allocated one-time funding of \$20 million for counties to develop a Whole Person Care approach to meeting the needs of vulnerable at-risk populations. The allocation methodology was based on prevalence of total homelessness, cost of living, and the prevalence of individuals who are mentally ill and experiencing homelessness. The County's human services departments' leadership discussed the needs, gaps, and the priority use for these funds.

On November 19, 2019, your Board approved the Madera County Department of Public Health (MCDPH) applying for California's Whole Person Care funding. On December 26, 2019, Department of Health Care Services (DHCS) approved the application for funding in the total amount of \$490,633.63.

Whole Person Care funding supports a focused approach to providing services to



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homeless individuals, especially with physical and mental health needs. Madera County Public Health, Behavioral Health, and Social Services Departments plan to serve this population by taking services to them. The first step in this was purchasing a mobile health van as a hub for services offered by all three departments as well as partners of Live Well Madera County, mobilizing County staff and partners to travel to and offer services at key encampments, food distribution locations, and events that draw difficult to reach populations. The mobile van was previously purchased and configured to also serve as a mobile clinic, with a second van purchased using COVID Immunization funding from the CDC. The next step in use of Whole Person Care funds is the purchase of a mobile hygiene facility that includes a toilet and shower.

Multiple vendors were considered, including Performance Trailer, Ready2Go, and Elk Creek Trailer. Factors included in the product comparison and vendor selection included whether they could include both a shower and restroom, compliance with the American with Disabilities Act for wheelchair access, size of water tank and waste tanks, water heater, lead time needed, cost, and overall size of trailer and how that affects the ability to transport it effectively. Elk Creek Trailer was selected as best meeting the overall needs for the mobile hygiene facility.

FISCAL IMPACT:

Approval of the recommended actions will have no impact to the County General Fund. The cost of purchase of the mobile hygiene facility are covered by Whole Person Care grant funds.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

- Focus Area 8: Health

To Auditor-Controller: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

APPROVED AS TO THE AVAILABILITY OF FUNDS BY AUDITOR:

Yes, funds are available

David Richstone

David Richstone, Director

9/15/2023

ADMINISTRATIVE OFFICER'S RECOMMENDATION / REPORT:

Recommended

Processed by BOS Clerk:



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Jessica Leon

Jessica Leon, Administrative Analyst II 9/18/2023

ATTACHMENTS

1. TOA 23-029



Budget Adjustment Authorization

Submittal Date *

9/12/2023

For Fiscal Years *

2023-2024

Contact First Name *

Christian

Contact Last Name *

Coye

Department *

Public Health

Department/Org #

06810

Department Head Name *

Sara Bosse

Will this Budget Adjustment be Board Approved? *

☒ Yes

☐ No

Draft Board Letter
If Board Approved, indicate the target Board date: *

10/10/2023

Please Select *

☒ Transfer of Appropriations ☐ Receipt of Unanticipated Revenue

Please select the document type(s) from the check boxes above. Your selection will remove unneeded fields from the form. Transfer of Appropriations Transfer From.

Transfer of Appropriations

Transfer From

Org # *	Org Description *	Account # *	Account Description *	Amount *
06810	HEALTH ADMINISTRATION	721400	PROF & SPEC SVC	88,000

Total

\$ 88,000.00

Transfer To

Org #*	Org Description*	Account #*	Account Description*	Amount*
06810	HEALTH ADMINISTRATION	740301	EQPT/FURNITURE>\$5,000	88,000

Total

\$ 88,000.00

Explanation of Transfer*

Transfer in the amount of \$80,000 plus 10% for contingencies for a total of \$88,000, from Professional and Specialized Services (721400). Funds are transferred from Object Codes 721400 to 740301 for the purchase of an ADA Mobile Restroom. This has no impact on the General Fund

Describe the reason for Transfer

Totals In "Transfer From" and "Transfer To" must match

Note: Transfers from Contingencies require a 4/5 vote.

Section

Name*

Christian Coye

Title*

Admin Analyst

Auditor to Complete

TO AUDITOR-CONTROLLER: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

Approved as to Availability of Funds: *

☒ Yes ☐ No ☐ N/A

Auditor Controller's #*

23-029

Signature

Elizabeth Cruz

Auditor Name*

Elizabeth Cruz

Date*

9/12/2023

The County Auditor-Controller is authorized to make such budgetary adjustments as will carry out the intent and purpose of this budget adjustment.

Attachment: TOA 23-029 (10040 : Mobile Hygiene Facility)

Administrative Officer to Complete

Administrative Officer's Report *

County Administration has reviewed this request, and it is recommended for approval.

Please Select *

☒ Recommended ☐ Approve as Requested ☐ Approve as Revised

Signature *

Jessica Leon

Admin Officer Name *

Jessica Leon

Date *

9/12/2023

Attached for Board Approval

*

☒ Completed



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AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT Department of Public Health		DEPARTMENT CONTACT Christian Coye 559-675-7893		AGENDA ITEM 5.K Consent Calendar	
SUBJECT: HOPWA 5 YR AGREEMENT 23-10396		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10056	DATE REC'D	
STRATEGIC FOCUS AREA(S): Health					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: MCC NO. 11500-19 PowerPoint/Supporting Documents: Contract			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration of entering into an Agreement with the California Department of Public Health (Grant Agreement No. 23-10396) Office of Aids, for a maximum grant amount of \$466,388.00 for the HIV/AIDS Housing Opportunities for Persons with Aids program for Fiscal Years 2023-2028 and authorize the Chairman to sign.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The current contract with CDPH-OA for the HOPWA Program expired on June 30, 2023. Approval of this agreement between CDPH-OA and Madera County Department of Public Health (MCDPH) will allow the continuation of the HOPWA program for the next five (5) fiscal years (2023/2024 through 2027/2028).

MCDPH receives annual HOPWA funding each year for the provision of supportive services, resources, and strategies to alleviate or prevent homelessness among persons living with HIV/AIDS in Madera County. This program helps to ensure these households achieve and/or maintain housing stability, and improve their access to HIV/AIDS care, treatment, and support. These goals are accomplished in Madera County through funding emergency short-term rent. HOPWA Program staff collect and report financial, household demographic, and other information in order to complete periodic reporting required by the grant. This agreement represents a continuing



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relationship between Madera County and the State.

FISCAL IMPACT:

Approval of the recommended action will have no impact to the General Fund. OA utilizes funding from the U.S. Department of Housing and Urban Development (HUD) funds to administer the HOPWA program.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

Ø Focus Area 8: Health

ATTACHMENTS

1. Grant Agreement No. 23-10396

California Housing Opportunities for Persons with AIDS (HOPWA) Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”
TO

County of Madera, hereinafter “Grantee”

Implementing the “HOPWA Program” hereinafter “Project”

GRANT AGREEMENT NUMBER 23-10396

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to provide HIV/AIDS housing assistance and supportive services under the Housing Opportunities for Persons with AIDS program to low income people living with HIV throughout California.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$466,388.00.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2023 and terminates on June 30, 2028. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2028.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	County of Madera
Christopher Kent, Chief 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Telephone: (916) 449-5958 Fax: (916) 449-5959 Email: chris.kent@cdph.ca.gov	Liliana Zapien, Health Education Specialist 1604 Sunrise Ave Madera, CA 93638-4927 Telephone: (559) 675-7893 Email: liliana.zapien@maderacounty.com

Attachment: Grant Agreement No. 23-10396 (10056 : HOPWA 5 YR AGREEMENT 23-10396)

Direct all inquiries to the following representatives:

California Department of Public Health	County of Madera
Abigail West, HOPWA Program Advisor 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Telephone: (916) 512-9518 Fax: (916) 449-5959 Email: Abigail.west@cdph.ca.gov	Sara Bosse, Public Health Director 1604 Sunrise Avenue Madera, CA 93638 Telephone: (559) 675-7893 Email: sara.bosse@maderacounty.com

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
County of Madera Attention: Sean Kirkpatrick, Cashier 1604 Sunrise Ave Madera, CA 93638-4927 Telephone: (559) 675-7893 Email: sean.kirkpatrick@maderacounty.com

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

EXHIBIT A	LETTER OF AWARD
EXHIBIT AI	LIST OF ALLOCATIONS
EXHIBIT B	BUDGET DETAIL AND PAYMENT PROVISIONS
EXHIBIT C	STANDARD GRANT CONDITIONS*
EXHIBIT D	ADDITIONAL PROVISIONS
EXHIBIT E	INFORMATION PRIVACY AND SECURITY REQUIRMENTS
EXHIBIT F	FEDERAL TERMS AND CONDITIONS
EXHIBIT G	CONTRACTOR'S RELEASE

* In Exhibit C, #15, paragraph 1, the statement “the Request for Applications (Exhibit D) and the Grant Application (Exhibit A)” shall now read “the Letter of Award (Exhibit A).”

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

David B. Rogers, Chair, Board of Supervisors
County of Madera
200 West 4th Street
Madera, CA 93637

Date: _____

Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800-1804
Sacramento, CA 95899-7377

Attachment: Grant Agreement No. 23-10396 (10056 : HOPWA 5 YR AGREEMENT 23-10396)

Approved as to Legal Form:
COUNTY COUNSEL

Crystal M.

By Pizano

Digitally signed by: Crystal M. Pizano
DN: CN = Crystal M. Pizano email =
cpizano@lozanosmith.com C = US O
= LOZANO SMITH
Date: 2023.07.26 14:40:19 -07'00'

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

California Department of Public Health

County of Madera

TITLE OF CONTRACT:

California Housing Opportunities for

Persons with AIDS (HOPWA) Program

Grant Agreement Number 23-10396

Doc. I.D. 4879-9212-6578

Attachment: Grant Agreement No. 23-10396 (10056 : HOPWA 5 YR AGREEMENT 23-10396)



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency California Department of Public Health



GAVIN NEWSOM
Governor

5.K.a

Exhibit A Letter of Award

May 1, 2023

Tom Wheeler
Board Chair
200 West 4th Street
Madera, CA 93637

Dear Tom Wheeler,

The California Department of Public Health (CDPH), Office of AIDS (OA) is pleased to announce the intent to award funds to County of Madera for the Housing Opportunities for Persons With AIDS (HOPWA) program.

The goals of OA are: (1) to minimize new HIV infections; (2) to maximize the number of people with HIV who access appropriate care, treatment, support, and (3) reduce HIV/AIDS-related health disparities. To support these goals, OA utilizes U.S. Department of Housing and Urban Development (HUD) funds to administer the HOPWA program to provide housing assistance and supportive services to meet the needs of persons living with HIV (PLWH) who are homeless or at risk of becoming homeless. The goal of the HOPWA program is to assist PLWH in maintaining housing stability and to improve their access to HIV care, treatment, and support. As the designated State of California HOPWA grantee, OA allocates funds to local government and nonprofit organizations to undertake HOPWA activities that meet the most urgent needs of PLWH not being met by other available public and private resources.

These funds will be available to County of Madera annually from July 1, 2023 through June 30, 2028. The funding amount is allocated through a non-competitive formula. Your maximum amount for the five-year grant period is \$466,388 for the purpose of serving persons living with HIV in Madera and Mariposa Counties.

Please see the Allocation Table:

FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	Total
\$ 100,186	\$ 100,186	\$ 88,672	\$ 88,672	\$ 88,672	\$ 466,388

This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions



enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

The funds must be used to provide allowable services under HOPWA. For guidance, please see the Scope of Work ([https://www.cdph.ca.gov/Programs/CID/DOA/CDPH Document Library/HOPWA Scope of Work 2023 Final ADA.pdf](https://www.cdph.ca.gov/Programs/CID/DOA/CDPH%20Document%20Library/HOPWA%20Scope%20of%20Work%202023%20Final%20ADA.pdf)). All Grantees must adhere to the Scope of Work, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by OA. OA will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

In order to apply for these funds, you must return the required budget documents by **May 15, 2023**. The documents should be e-mailed to hopwarfa@cdph.ca.gov and cc' Abigail West at abigail.west@cdph.ca.gov. Please note that no funds are secured until the contract is fully executed.

If you have any questions, please contact me at (916) 449-5958 or chris.kent@cdph.ca.gov.

Sincerely,



Christopher Kent, MA
Chief, Care Housing Unit
Office of AIDS, California Department of Public Health

Exhibit AI
List of Allocations

Agency	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
Ampla Health (Butte, Colusa, Glenn, Shasta, Sutter, Tehama, Trinity, and Yuba)	\$ 368,500	\$ 368,500	\$ 326,188	\$ 326,188	\$ 326,188
Community Care (Lake and Mendocino)	\$ 146,572	\$ 146,572	\$ 129,741	\$ 129,741	\$ 129,741
Community Impact Central Valley (Stanislaus)	\$ 667,256	\$ 211,801	\$ 211,801	\$ 211,801	\$ 211,801
Family Services of Tulare County (Tulare)	\$ 216,250	\$ 216,250	\$ 216,250	\$ 216,250	\$ 216,250
Housing Authority of County of Marin (Marin)	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000	\$ 350,000
Humboldt (Del Norte and Humboldt)	\$ 121,422	\$ 121,422	\$ 107,477	\$ 107,477	\$ 107,477
Imperial County (Imperial)	\$ 161,780	\$ 161,780	\$ 161,780	\$ 161,780	\$ 161,780
Kings County (Kings)	\$ 94,610	\$ 94,610	\$ 83,737	\$ 83,737	\$ 83,737
Madera County (Madera and Mariposa)	\$ 100,186	\$ 100,186	\$ 88,672	\$ 88,672	\$ 88,672
Merced County Community Action Agency (Merced)	\$ 148,425	\$ 148,425	\$ 148,425	\$ 148,425	\$ 148,425
Nevada County (Nevada)	\$ 77,607	\$ 77,607	\$ 70,858	\$ 70,858	\$ 70,858
Provider Pending (Solano)	\$ 0	\$ 455,455	\$ 403,306	\$ 403,306	\$ 403,306
Plumas (Lassen, Modoc, Plumas, Sierra, and Siskiyou)	\$ 50,262	\$ 50,262	\$ 44,490	\$ 44,490	\$ 44,490
Provider Pending (Santa Cruz)	\$ 215,353	\$ 215,353	\$ 215,353	\$ 215,353	\$ 215,353
Queen of the Valley Medical Center (Napa)	\$ 116,263	\$ 116,263	\$ 102,955	\$ 102,955	\$ 102,955
San Joaquin County (San Joaquin)	\$ 528,412	\$ 528,412	\$ 528,412	\$ 528,412	\$ 528,412
San Luis Obispo Co Access Support Network (San Luis Obispo and Monterey)	\$ 477,306	\$ 477,306	\$ 422,619	\$ 422,619	\$ 422,619
Sarah House (Santa Barbara)	\$ 272,565	\$ 272,565	\$ 241,349	\$ 241,349	\$ 241,349
Sierra Hope (Alpine, Amador, Calaveras, Inyo, Mono, and Tuolumne)	\$ 80,863	\$ 80,863	\$ 71,583	\$ 71,583	\$ 71,583
Ventura County (Ventura)	\$ 495,768	\$ 495,768	\$ 439,014	\$ 439,014	\$ 439,014
TOTAL	\$ 4,689,400	\$ 4,689,400	\$ 4,364,010	\$ 4,364,010	\$ 4,364,010

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.\
- B. Invoices shall include the Grant Number and shall be e-mailed as signed copies of HOPWA invoices (PDF format), including HOPWA Summary Tracking (Excel format) and detailed supporting documentation directly to the HOPWA invoice inbox:

HOPWARFA@cdph.ca.gov

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed \$466,388.
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

Exhibit B
 Budget Detail and Payment Provisions

5. Timely Submission of Invoices

- A. An invoice shall be submitted for payment no more than thirty (30) calendar days following the end of each quarterly service period or thirty (30) calendar days following each monthly service period. The quarterly and monthly invoicing deadlines are as follows:

Quarter	Invoice Due Date
Quarter 1 (July – September)	October 30
Quarter 2 (October – December)	January 30
Quarter 3 (January – March)	April 30
Quarter 4 (April – June)	July 30 Note: No extensions will be approved as this date is a hard deadline for the purposes of closing out the federal grant. Invoices received after this date may not be reimbursed.

Monthly	Invoice Due Date
July – June (see exceptions below)	Due on the 30 th of the following month.
January	March 2
June	July 30 Note: No extensions will be approved as this date is a hard deadline for the purposes of closing out the federal grant. Invoices received after this date may not be reimbursed.

- B. If invoice is not submitted by the deadline, and extension may be offered for a MAXIMUM of fourteen (14) calendar days. NO EXTENSIONS MAY BE GRANTED FOR THE Q4 INVOICE. If the invoice is not submitted after the two-week extension, current quarterly/monthly expenditures shall be combined in the next invoice submission, but this may cause significant delays in reimbursement for all invoices for the current FY. Q4 invoice (including any charges from previous quarters) has a hard deadline of July 30.

6. Grant Closure

- A. Upon the expiration or termination date of this Grant:
- 1) A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following this date. Said invoice should be clearly marked “Final Invoice”, indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
 - 2) A Contractor Release Form (CDPH 2532) must be completed and emailed to the HOPWARFA@cdph.ca.gov inbox along with the final invoice.

Attachment: Grant Agreement No. 23-10396 (10056 : HOPWA 5 YR AGREEMENT 23-10396)

Exhibit B

Budget Detail and Payment Provisions

B. The State may, at its discretion, choose not to honor any delinquent final invoice.

7. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

EXHIBIT C**STANDARD GRANT CONDITIONS**

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
- A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit D
Additional Provisions

- 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit D
Additional Provisions

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit D
Additional Provisions

- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Attachment: Grant Agreement No. 23-10396 (10056 : HOPWA 5 YR AGREEMENT 23-10396)

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:
 "Breach" means:
 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

Exhibit E
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein:
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

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- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
 - A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
 - C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

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4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

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Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

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- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving

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faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

**Exhibit F
Federal Terms and Conditions***(For Federally Funded Grant Agreements)*

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirements
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

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respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) 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;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in

Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

8. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment: Grant Agreement No. 23-10396 (10056 : HOPWA 5 YR AGREEMENT 23-10396)

Attachment 1

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

CERTIFICATION REGARDING LOBBYING

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., 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.

Name of Grantee	Printed Name of Person Signing for Grantee
Contract / Grant Number	Signature of Person Signing for Grantee
Date	Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Office of AIDS
P.O. Box 997426. MS 7700
Sacramento, CA 95899-7426

|

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

Attachment: Grant Agreement No. 23-10396 (10056 : HOPWA 5 YR AGREEMENT 23-10396)

Attachment 2**CERTIFICATION REGARDING LOBBYING**

Approved by OMB Complete this form to disclose lobbying
activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: Year quarter date of last report .
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier , if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 	
6. Federal Department/Agency	7. Federal Program Name/Description: 	
8. Federal Action Number, if known: 	9. Award Amount, if known: 	
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i> 	b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI): 	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: Print Name:	
	Title: Telephone No.: Date:	
Federal Use Only		Authorized for Local Reproducti Standard Form-LLL (Rev. 7-97)

Attachment: Grant Agreement No. 23-10396 (10056 : HOPWA 5 YR AGREEMENT 23-10396)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

Attachment: Grant Agreement No. 23-10396 (10056 : HOPWA 5 YR AGREEMENT 23-10396)

- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit G

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 23-10396 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Madera

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program



BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
200 WEST 4TH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970
Agendas available: www.MaderaCounty.com

Members of the Board

5.L
, District 1
, District 2
, District 3
, District 4
, District 5

AGENDA ITEM SUBMITTAL

October 3, 2023
Chairman David Rogers

DEPARTMENT Department of Public Health		DEPARTMENT CONTACT Christian Coye 559-675-7893		AGENDA ITEM 5.L Consent Calendar	
SUBJECT: Madera - Fresno Lab Agreement 2023		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10057	DATE REC'D	
STRATEGIC FOCUS AREA(S): Health					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: MCC NO. 11773A-21 PowerPoint/Supporting Documents: Contract			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration of entering into an Agreement with Fresno County in the amount of \$250,000.00 to provide lab testing for Fiscal Years 2023-2028 and authorize the Chairman to sign.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

Fresno County Public Health Laboratory suffered damage to their facility caused by a failed sump pump and a ruptured water main in May 2016 and October 2018 resulting in an emergency need for laboratory testing which would allow them to continue conducting work vital to the health of the public.

Fresno Lab and Madera Lab desire to enter into an agreement for providing laboratory testing services and support to one another for purposes of efficiency, effectiveness, and the safety and wellbeing of each Party's residents.

FISCAL IMPACT:

Approval of this Board action will have no fiscal impact on the County General Fund.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:



BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
200 WEST 4TH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970
Agendas available: www.MaderaCounty.com

5.L

Members of the Board

, District 1
, District 2
, District 3
, District 4
, District 5

STRATEGIC FOCUS AREAS

- Focus Area 8: Health

Approval of the Recommended Actions will provide vital lab services to the residents of Fresno and the Central Valley

ATTACHMENTS

1. Fresno-Madera Lab Agreement - Flattened

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated and will begin October 10, 2023, and is between COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "FRESNO LAB", and COUNTY OF MADERA, a Political Subdivision of the State of California, whose address is 200 W. 4th Street, Madera, California 93637, hereinafter referred to as "MADERA LAB", at times each singularly referred to herein as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, FRESNO LAB and MADERA LAB previously entered into Agreement number A-20-467, dated November 10, 2020 (hereinafter "Original Agreement"), pursuant to which MADERA LAB agreed to provide emergency aid to FRESNO LAB in the form of Outsourced Testing of Category A and B Specimens to provide for the safety and wellbeing of Fresno County residents;

WHEREAS, FRESNO LAB and MADERA LAB subsequently also entered into an Agreement number A-22-029, dated November 18, 2022 (hereinafter "Ratified Agreement"), pursuant to which MADERA LAB agreed to provide emergency aid to FRESNO LAB in the form of Outsourced Testing of Category A and B Specimens to provide for the safety and wellbeing of Fresno County residents; and

WHEREAS, FRESNO LAB and MADERA LAB now desire to enter into a new agreement for purposes of providing laboratory testing services and support to one another for purposes of efficiency, effectiveness, and the safety and wellbeing of each Party's residents.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereto agree as follows:

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Article 1

Services

1.1 **Scope of Services.** When providing laboratory and testing services for the other Party, the performing Party shall perform all the services provided in Exhibit A to this Agreement, titled "Scope of Services."

A. MADERA LAB shall also perform all services and fulfill all responsibilities identified in Exhibit B, attached hereto and by this reference incorporated herein.

B. MADERA LAB shall administer all testing performed at its respective laboratories and facilities directly funded by its County in accordance with the applicable statutes and regulations, and its standard policies and procedures.

C. FRESNO LAB shall also perform all services and fulfill all responsibilities identified in Exhibit C-attached hereto and by this reference incorporated herein.

D. FRESNO LAB shall administer all testing performed at its respective laboratories and facilities directly funded by its County in accordance with the applicable statutes and regulations, and its standard policies and procedures.

1.2 **Representation.** Each Party represents that it is qualified, ready, willing, and able to perform all the services provided in this Agreement.

1.3 **Compliance with Laws.** Each Party shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

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Article 2

Responsibilities

2.1 The FRESNO LAB shall provide samples identified in Exhibit C to MADERA LAB for testing via courier.

2.2 The MADERA LAB shall provide samples identified in Exhibit B to FRESNO LAB for testing via courier.

Article 3

Compensation, Invoices, and Payments

3.1 The FRESNO LAB agrees to pay, and the MADERA LAB agrees to receive, compensation for the performance of its services under this Agreement as described in Exhibits A and B. FRESNO LAB shall reimburse MADERA LAB for the laboratory services provided, including any applicable costs for testing, analysis, equipment usage, supplies, and personnel.

3.2 The MADERA LAB agrees to pay, and the FRESNO LAB agrees to receive, compensation for the performance of its services under this Agreement as described in Exhibits A and C to this Agreement. FRESNO LAB shall provide laboratory services to MADERA LAB at Medi-Cal rates. The Medi-Cal rates shall be determined based on the prevailing market rates for laboratory services in the region, these rates are updated yearly. MADERA LAB shall reimburse FRESNO LAB for the laboratory services provided, including any applicable costs for testing, analysis, equipment usage, supplies, and personnel.

3.3 The Parties' respective Directors of Public Health ("Directors") are hereby granted the authority to negotiate prices for services that are not explicitly listed within the Agreement. In situations where services are required during an emergency event but are not covered under the existing agreement, the Directors are empowered to engage in negotiations with one another to establish fair and reasonable pricing terms. The negotiated prices shall take into consideration factors such as prevailing market rates, industry standards, and the specific nature and urgency of the services required. The Directors shall promptly inform both laboratories of any negotiated prices and seek their approval before finalizing any agreements related to pricing for additional services.

3.4 **Maximum Compensation.** The maximum compensation payable to the MADERA LAB under this Agreement is Two Hundred-Fifty Thousand Dollars (\$250,000.00). The FRESNO LAB estimates testing services will average Fifty Thousand Dollars (\$50,000.00) per year. In the event that less than Fifty Thousand Dollars (\$50,000.00) is expended during a given contract year, only the actual amount expended will be subtracted from the maximum compensation amount.

3.5 The maximum compensation payable to the FRESNO LAB under this Agreement is Two Hundred-Fifty Thousand Dollars (\$250,000.00). The MADERA LAB estimates testing services will average Fifty Thousand Dollars (\$50,000.00) per year. In the event that less than Fifty Thousand Dollars (\$50,000.00) is expended during a given contract year, only the actual amount expended will be subtracted from the maximum compensation amount.

3.6 It is understood that all expenses incidental to each performance of services under this Agreement shall be borne by the Party performing the request. Compensation amounts are estimates and not a guarantee of minimum service being provided by either FRESNO LAB or MADERA LAB.

3.7 The Parties acknowledge that each Party may receive compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Parties further acknowledge that each Party's employees have no authority to pay the other Party except as expressly provided in this Agreement.

Mailing Address for Purposes of Invoices:

County of Fresno
Department Public Health Lab
1221 Fulton Mall
Fresno, CA 93721

County of Madera
Department Public Health Lab
1604 Sunrise Ave
Madera, CA 93638

Email:

County of Fresno
dphboap@fresnocountyca.gov
dphlab@fresnocountyca.gov

County of Madera
DPHFiscalmaderacounty.com

1 3.8 **Invoices.** MADERA LAB shall submit quarterly invoices in triplicate to the
2 FRESNO LAB's Department of Public Health ("Fresno DPH"). Invoices will also be emailed to
3 both Fresno DPH Accounts Payable and Fresno DPH Lab. FRESNO LAB shall submit quarterly
4 invoices in triplicate to the MADERA LAB's Department of Public Health ("Madera DPH").
5 Invoices will also be emailed to both the Madera Lab and Madera DPH. All final invoices shall
6 be submitted within 60 days of the expiration or termination of this Agreement.

7 3.9 **Payment.** The Parties shall pay each accurate, completed and timely submitted
8 invoice within 45 days after receipt of same. The paying Party shall remit any payment to the
9 submitting Party's address specified in the respective invoice.

10 3.10 **Incidental Expenses.** Each Party is solely responsible for all of its respective
11 costs and expenses that are not specified as payable by the other Party under this Agreement.

12 3.11 **Emergency Event.** In the event of an emergency, MADERA LAB and FRESNO
13 LAB may enter into a mutual aid agreement that allows for the sharing of services, resources,
14 and expertise between the two laboratories. Such agreement shall be aimed at enhancing the
15 capacity to respond effectively and efficiently to the emergency, including but not limited to
16 terms addressing the sharing of laboratory facilities, equipment, personnel, and any necessary
17 supplies. Any such agreement will remain in effect until the emergency event is resolved and/or
18 until both Parties mutually agree to terminate.

19 **Article 4**

20 **Term of Agreement**

21 4.1 **Term.** This Agreement is effective on the date that the Parties sign this
22 Agreement_and terminates on October 10, 2028, except as provided in Section 4.2, "Extension,"
23 or Article 6, "Termination and Suspension," below.

24 **Article 5**

25 **Notices**

26 5.1 **Contact Information.** The persons and their addresses having authority to give
27 and receive notices provided for or permitted under this Agreement include the following:

28 //

For the FRESNO LAB:

Director of Public Health
 County of Fresno
 1221 Fulton Mall
 Fresno, CA 93721
 dphlab@fresnocountyca.gov
 dphboap@fresnocountyca.gov

For the MADERA LAB:

Director of Public Health
 County of Madera Department of Public Health
 1604 Sunrise Ave
 Madera, CA 93638
 sara.bosse@maderacounty.com
 (559) 675-7893 Fax: (559) 675-0478

With copy to:

Clerk of the Board
 Madera County Board of Supervisors
 200 West 4th Street
 Madera, CA 93637

5.2 Change of Contact Information. Either Party may change the contact information in section 5.1 by giving notice as provided in section 5.3.

5.3 Method of Delivery. Each notice between the Parties provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, first-class United States mail, overnight commercial courier service, telephonic facsimile transmission, or Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of the Parties' standard business hours, then such delivery is deemed to be effective at the next beginning of a business day), provided that the sender maintains a machine record of the completed transmission.

Article 6

Termination and Suspension

6.1 Termination for Non-Allocation of Funds. The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the Party without sufficient funds, upon at least 30 days' advance written notice to the other Party, may:

(A) Modify the services provided under this Agreement; or

(B) Terminate this Agreement.

6.2 Termination for Breach.

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the non-breaching Party may give written notice of the breach to the breaching Party. The written notice may suspend performance under this Agreement and must provide at least 30 days for the breaching Party to cure the breach.

(B) If the breaching Party fails to cure the breach to the non-breaching Party's satisfaction within the time stated in the written notice, the non-breaching Party may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when a Party has:

(1) Obtained or used funds illegally or improperly;

(2) Failed to comply with any part of this Agreement;

(3) Submitted a substantially incorrect or incomplete report to the other Party; or

(4) Improperly performed any of its obligations under this Agreement.

6.5 **Rights upon Termination.** Upon termination for breach under this Article 6, the non-breaching Party may demand repayment by the breaching Party of any monies disbursed to the breaching Party under this Agreement that, in the non-breaching Party's reasonable judgment, were not expended in compliance with this Agreement. The breaching Party shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

Independent Contractor

7.3 **Benefits.** Because of each Party's status as an independent contractor, neither Party has any right to employment rights or benefits available to the other Party's employees. Each Party is solely responsible for providing to its own employees all employee benefits required by law. Each Party shall save the other Party harmless from all matters relating to the payment of a Party's own employees, including compliance with Social Security withholding and all related regulations.

1 10.2 **State Audit Requirements.** If the compensation paid by either Party under this
2 Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Parties will be subject to
3 examination and audit by the California State Auditor, as provided in California Government
4 Code section 8546.7, for a period of three (3) years after final payment under this Agreement.
5 This section survives the termination of this Agreement.

6 10.3 **Public Records.** The Parties agree and acknowledge that each is a public entity
7 subject to the California Public Records Act (Gov. Code § 7920.000, et seq.) and the Ralph M.
8 Brown Act (Gov. Code § 54950, et seq.), and as such the Parties agree and acknowledge that
9 all information and documents related to the performance of this Agreement are subject to the
10 requirements thereof.

11 Article 11

12 | General Terms

13 11.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
14 Agreement may not be modified, and no waiver is effective, except by written agreement signed
15 by both Parties. The Parties acknowledge that each Party's employees have no authority to
16 modify this Agreement except as expressly provided herein.

17 11.2 **Non-Assignment.** Neither Party may assign its rights or delegate its obligations
18 under this Agreement without the prior written consent of the other Party.

19 11.3 **Governing Law.** The laws of the State of California govern all matters arising
20 from or related to this Agreement.

11.4 **Jurisdiction and Venue.** The Parties consent to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

24 11.5 **Claims Presentation.** For all claims arising from or related to this Agreement,
25 nothing in this Agreement establishes, waives, or modifies any claims presentation
26 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
27 of Title 1 of the Government Code, beginning with section 810).

28 || //

1 11.6 **Construction.** The final form of this Agreement is the result of the Parties'
2 combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to
3 be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
4 against either Party.

5 11.7 **Days.** Unless otherwise specified, "days" means calendar days.

6 11.8 **Headings.** The headings and section titles in this Agreement are for convenience
7 only and are not part of this Agreement.

8 11.9 **Severability.** If anything in this Agreement is found by a court of competent
9 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
10 effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of
11 this Agreement with lawful and enforceable terms intended to accomplish the Parties' original
12 intent.

13 11.10 **Nondiscrimination.** During the performance of this Agreement, the Parties shall
14 not unlawfully discriminate against any employee or applicant for employment, or recipient of
15 services, because of race, religious creed, color, national origin, ancestry, physical disability,
16 mental disability, medical condition, genetic information, marital status, sex, gender, gender
17 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
18 all applicable State of California and federal statutes and regulation.

19 11.11 **No Waiver.** The failure of a Party to insist upon strict adherence to any term of
20 this Agreement on any occasion shall not be considered a waiver of such Party's rights or
21 deprive such Party of the right thereafter to insist upon strict adherence to that term or any other
22 term of this Agreement.

23 11.12 **Entire Agreement.** This Agreement, including its exhibits, is the entire
24 agreement between the Parties with respect to the subject matter of this Agreement, and it
25 supersedes all previous negotiations, proposals, commitments, writings, advertisements,
26 publications, and understandings of any nature unless those things are expressly included in
27 this Agreement. If there is any inconsistency between the terms of this Agreement without its
28 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving

precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

11.13 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the Parties.

11.14 **Authorized Signature.** The Parties each represent and warrant to the other that:

(A) They are duly authorized and empowered to sign and perform their respective obligations under this Agreement.

(B) The individuals signing this Agreement are duly authorized to do so and their signatures on this Agreement legally bind their respective Party to the terms of this Agreement.

11.15 **Electronic Signatures.** The Parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (e.g., by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of California Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each Party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a),

//

paragraphs (1) through (5), and agrees the other Party may rely upon that representation.

(E) This Agreement is not conditioned upon the Parties conducting the transactions under it by electronic means and either Party may sign this Agreement with an original handwritten signature.

11.16 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

The Parties are signing this Agreement on the date stated in the introductory clause.

COUNTY OF MADERA

COUNTY OF FRESNO

Chairman, Board of Supervisors of the
County of Madera

Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

200 West 4th Street
Madera, CA 93638

Attest:
Bernice Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

For accounting use only:

Org No.: 56201620
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Approved as to Legal Form:
COUNTY COUNSEL

Amanda Savage

Digitally signed by: Amanda Savage
DN: CN = Amanda Savage email =
asavage@lozanosmith.com C = US O =
Lozano Smith
Date: 2023.09.13 14:37:18 -07'00'

By _____

ACCOUNT NUMBERS:

CONTRACTING PARTIES:

COUNTY OF FRESNO

COUNTY OF MADERA

TITLE OF CONTRACT:

SERVICE AGREEMENT

Attachment: Fresno-Madera Lab Agreement - Flattened (10057 : Madera - Fresno Lab Agreement 2023)

Exhibit A

Scope of Services

Scope of Services For Both Parties

Services include, but are not limited to, laboratory testing and timely responses for routine laboratory orders. These services will be required for the operation of both Public Health Laboratories. Parties will provide all laboratory services and necessary supplies. Parties must be CLIA (Clinical Laboratory Improvement Amendments) certified. Laboratory services will be provided in response to laboratory specimens transported by a courier service provided by the requesting party.

1. All services will be provided in accordance with County, State, and Federal client/consumer confidentiality requirements.

2. Billings for services will be submitted on a monthly invoice statement.

3. Billing Discrepancies: Both parties will provide one person to address billing questions and discrepancies. The parties agree to respond to inquiries in a timely manner - within 7 business days.

4. The parties will be required to assume full responsibility for all services and activities offered in the Agreement. The parties may not subcontract or transfer the contract or any right or obligation arising out of the contract without first having obtained the express written consent of the requesting party.

5. The parties require at least 60 days prior notice, or reasonable notice, of all system changes that impact fax/e-mail response, invoicing, and requisition forms. The notice should include what change is taking place, when it is happening, what is causing the change, what will be impacted, and how it will be implemented. If the changes impact existing account numbers, the parties will provide detailed steps that will be taken to avoid duplicate billing.

Exhibit B

Madera County Lab Rates



Public Health Laboratory Testing

Exhibit B

Page 1 of 1

The following is a comprehensive list of lab procedures currently performed by the Madera County Public Health Laboratory.

Human Pathogen

- QFT TB-GOLD PLUS - \$40 per test
 - Description: testing for the diagnosis of latent Mycobacterium tuberculosis (TB) infection
- AFBs/TB digestion & culture - \$24 per test
 - Description: screening for Mycobacterium tuberculosis (TB), and screening stain for the preliminary findings of the presence of Acid-fast bacilli organisms in sputum samples
- TB identification by Genprobe - \$50 per test
 - Description: Molecular identification for Mycobacterium tuberculosis (TB)
- XPERT MTB-RIF ASSAY - \$75 per test
 - Description: Nucleic Acid Amplification / PCR Test

Animal and Environmental Threats

- Rabies - \$50 per test
 - Description: Rabies examination of animal brain tissue

Lead. Protect. Empower.

Exhibit C

Fresno County

Medi-Cal Rate

based on Medi-Cal Rates*

Avatar

Code

TC	AMT	CPT1	ISN_T	RLC	TEST_NAME	LPT
DEL	0.00	00000			Delete Record	-----
B1	4.72	87205	LB1		Gram Stain	FCPHL
B2	7.33	87081	LB2		Gonorrhea Culture	FCPHL
B4	7.33	87081	LB4		Strept A Screen	FCPHL
B5	7.33	87081	LB5		Strept B Screen	FCPHL
B6	10.43	87045	LB6		Stool Culture (Enteric Pathogens)	FCPHL
B7	10.43	87045	LB7		Stool Culture for E. coli O157:H7	FCPHL
B8	7.60	87086	LB8		Urine Culture	FCPHL
B9	9.52	87070	LB9		Bacterial Culture (General)	FCPHL
B10	14.98	87166	LB10		Darkfield	FCPHL
B11	11.42	87040	LB11		Blood Culture	FCPHL
B12	12.45	87075	LB12		Culture for Anaerobes	FCPHL
B13	0.00	NONE	LB13		Bacteriological Reference Spec ID	FCPHL
BSF1	8.89	87184	LBSF1		Susceptibility Test (Non-Fermenter 1)	FCPHL
BSN1	8.89	87184	LBSN1		Susceptibility Test (Gram Neg 1)	FCPHL
BSN2	8.89	87184	LBSN2		Susceptibility Test (Gram Neg 2)	FCPHL
BSN3	8.89	87184	LBSN3		Susceptibility Test (Gram Neg 3)	FCPHL
BSP1	8.89	87184	LBSP1		Susceptibility Test (Gram Pos 1)	FCPHL
BSP2	8.89	87184	LBSP2		Susceptibility Test (Gram Pos 2)	FCPHL
BSP3	8.89	87184	LBSP3		Susceptibility Test (Gram Pos 3)	FCPHL
C1	17.80	83655	LC1		Blood Lead (Capillary)	FCPHL
C2	17.80	83655	LC2		Blood Lead (Venous)	FCPHL
C4	5.85	84460	LC4		ALT (Alanine Aminotransferase)	FCPHL
C5	5.32	82040	LC5		Albumin	FCPHL
C6	6.52	84075	LC6		Alkaline Phosphatase	FCPHL

Attachment: Fresno-Madera Lab Agreement - Flattened (10057 : Madera - Fresno Lab Agreement 2023)

C7	8.33	82150	LC7	Amylase	FCPHL
C8	5.71	84450	LC8	AST (Aspartate Aminotransferase)	FCPHL
C9	5.55	82248	LC9	Bilirubin (Direct)	FCPHL
C10	6.08	82247	LC10	Bilirubin (Total)	FCPHL
C11	4.36	84520	LC11	BUN (Blood Urea Nitrogen)	FCPHL
C12	6.08	82310	LC12	Calcium	FCPHL
C13	5.32	82435	LC13	Chloride	FCPHL
C14	4.03	82465	LC14	Cholesterol (Total)	FCPHL
C15	5.32	82374	LC15	CO2 (Venous)	FCPHL
C16	5.32	82565	LC16	Creatinine	FCPHL
C17	9.02	82977	LC17	GGT (Gamma Glutamyltransferase)	FCPHL
C18	4.34	82947	LC18	Glucose	FCPHL
C19	7.60	83615	LC19	HDL Cholesterol	FCPHL
C19a	0.00	00000	LC19a	LDL Cholesterol (Calculated Result)	FCPHL
C19b	0.00	00000	LC19b	Cardiac Risk Factor	FCPHL
C20	7.41	83735	LC20	Magnesium	FCPHL
C21	0.00	83930	LC21	Osmolality	FCPHL
C22	5.32	84100	LC22	Phosphorus	FCPHL
C23	5.32	84132	LC23	Potassium	FCPHL
C24	5.32	84295	LC24	Sodium	FCPHL
C25	4.42	84155	LC25	Total Protein	FCPHL
C26	6.64	84478	LC26	Triglycerides	FCPHL
C27	5.00	84550	LC27	Uric Acid	FCPHL
C50	35.04	84403	LC50	Testosterone	QUEST
C51	20.20	82607	LC51	Vitamin B12	QUEST
C52	18.85	82550	LC52	Creatinine Kinase	QUEST
C53	72.55	83001	LC53	Follicle Stimulating Hormone (FSH)	QUEST
C54	5.00	84443	LC54	Thyroid Stimulating Hormone (TSH)	QUEST
C55	17.95	83540	LC55	Iron TIBC	QUEST
CP1	11.69	80053	LCP1	Comprehensive Metabolic Panel	FCPHL
CP2	9.03	80076	LCP2	Liver Function Panel	FCPHL
CP3	7.75	80051	LCP3	Electrolyte Panel	FCPHL
CP4	13.88	80061	LCP4	Lipid Panel	FCPHL

CP5	9.36	80048	LCP5	Metabolic Panel (Chem 7)	FCPHL
CP6	9.60	80069	LCP6	Renal Function Panel	FCPHL
H1	10.11	85025	LH1	CBC with Differential	FCPHL
H2	7.16	85027	LH2	Hemogram	FCPHL
H3	4.28	85651	LH3	Sedimentation Rate	FCPHL
H4	63.61	86360	LH4	T-Lymphocyte Helper/CD4	QUEST
H5	5.27	87205	LH5	Stool for WBC (Wright Stain)	FCPHL
H6	2.64	85015	LH6	Hemoglobin	FCPHL
H7	2.62	85014	LH7	Hematocrit	FCPHL
H50	5.00	85025	LH50	CBC with Differential (5 Part Auto)	QUEST
H51	5.00	85023	LH51	CBC with Differential (5 Part Manual)	FCPHL
H52	5.31	85590	LH52	Platelet Count	QUEST
H53	4.91	85045	LH53	Reticulocyte Count	QUEST
H54	26.75	83036	LH54	Hemoglobin A1C (Glucose)	QUEST
H55	7.60	83036	LH55	Glycohemoglobin A1C (Anemia)	QUEST
H56	18.25	85730	LH56	APTT	QUEST
H57	12.80	85610	LH57	Prothrombin Time (PT)	QUEST
H59	80.25	83020	LH59	Hemoglobin Fractionation	QUEST
M1	7.60	87206	LM1	Mycobacterial Acid Fast Smear	FCPHL
M2	0.00	87116	LM2	Mycobacterial Culture	FCPHL
M2b	12.10	87118	LM2b	Mycobacterial Definitive Identification	FCPHL
M2c	9.12	87015	LM2c	Mycobacterial Specimen Concentration	FCPHL
M3	18.24	87190	LM3	Mycobacterial Susceptibility Test (MGIT)	FCPHL
M3q	18.24	87190	LM3q	Mycobacterial Susceptibility Test (Quad)	FCPHL
M4	0.00	NONE	LM4	AFB CI (Reference Specimen)	FCPHL
M5	0.00	00000	LM5	Mtb Amplified Probe	OCPhL
MF1	7.60	87101	LMF1	Fungal Culture (Skin, Hair, Nails)	FCPHL
MF2	9.12	87206	LMF2	Fungal Culture (Other Source)	FCPHL
MF3	5.27	87210	LMF3	Fungal Microscopic (KOH Prep)	FCPHL
MF4	5.27	87210	LMF4	Fungal Microscopic (India Ink)	FCPHL

MF5	0.00	NONE	LMF5		Fungal Reference Spec ID	FCPHL
MS50	0.00	NONE	LMS50		IgG/IgM Chikungunya Fever (STATE)	STATE
P1	52.45	88313	LP1		Ova and Parasites (Intestinal)	FCPHL
P1c	7.38	87015	LP1c		O&P Specimen Concentration	FCPHL
P2	5.27	87172	LP2		Pinworm Paddle Exam	FCPHL
P3	7.65	87207	LP3		Blood Smear for Parasites	FCPHL
P4	5.94	87206	LP4		Cryptosporidium parvum Exam (Stool)	FCPHL
P5	4.72	87210	LP5		Trichomonas Wet Mount	FCPHL
P6	14.00	87999	LP6		Trichomonas Culture	FCPHL
P7	5.27	87169	LP7		Macroscopic Examination (Parasite)	FCPHL
P8	5.27	87168	LP8		Macroscopic Examination (Arthropod)	FCPHL
P9	0.00	NONE	LP9		Parasite ID (Reference)	FCPHL
P10	40.84	NONE	LP10		O & P (CHDP)	FCPHL
L1	38.80	87591	LL1		SDA for Gonorrhea	FCPHL
L2	38.80	87591	LL2		SDA for Chlamydia	FCPHL
RAB	0.00	NONE	LRAB		Rabies Exam	FCPHL
S1	4.56	86592	LS1		RPR (Qualitative)	FCPHL
S2	0.00	86593	LS2		RPR (Quantitative)	FCPHL
S3	14.64	86781	LS3		TP-PA (Confirmatory)	FCPHL
S4	10.02	86592	LS4		VDRL (Qual for CSF)	FCPHL
S5	0.00	86593	LS5		VDRL (Quant for CSF)	FCPHL
S10	12.44	86709	LS10		Hepatitis A IgM Antibody	FCPHL
S11	11.42	87340	LS11		Hepatitis B Surface Antigen	FCPHL
S12	11.87	86706	LS12		Hepatitis B Surface Antibody	FCPHL
S13	13.33	86704	LS13		Hepatitis B Core Total Antibody	FCPHL
S14	15.78	86803	LS14		Hepatitis C Antibody	FCPHL
S15	98.00	83898	LS15		Hep C RNA PCR Qual	CCC
S16	11.42	87340	LS16		Hep B Surface Antigen w/Conf.	FCPHL
S20	11.64	86701	LS20		HIV Screen (EIA)	FCPHL
S21	11.64	86701	LS21		HIV Screen (OF-OraSure)	FCPHL
S25	26.12	86689	LS25		HIV Confirmation (IFA)	FCPHL
S26	26.12	86689	LS26		HIV Confirmation (Western Blot)	FCPHL

S30	15.36	86762	LS30	Rubella Serological Test	FCPHL
S32	69.50	86480	LS32	Quantiferon TB Serology Test	FCPHL
S50	15.36	86778	LS50	Toxoplasma IgM	QUEST
S51	40.07	86777	LS51	Toxoplasma IgG	QUEST
S52	57.50	86635	LS52	Coccidioides immitis Serology Test	QUEST
S53	32.75	86038	LS53	Anti-Nuclear AB (ANA)	QUEST
S54	25.00	87490	LS54	GC/CT by DNA Probe	QUEST
S55	0.00	NONE	LS55	Amoebiasis Serology	CDC
S58	5.14	81025	LS58	BHCG (Urine Pregnancy)	QUEST
S59	58.45	86677	LS59	H-Pylori IGG	QUEST
S60	0.00	84703	LS60	Chorionic Gonadotropin	QUEST
T2	15.22	80101	LT2	Barbiturate Class (Screen)	FCPHL
T3	15.22	80101	LT3	Benzodiazepine Class (Screen)	FCPHL
T7	15.22	80101	LT7	Phencyclidine (PCP) (Screen)	FCPHL
T1	15.22	80101	LT1	Amphetamine Class (Screen)	FCPHL
T5	15.22	80101	LT5	Cocaine Class (Screen)	FCPHL
T6	15.22	80101	LT6	Opiate Class (Screen)	FCPHL
T4	15.22	80101	LT4	Marijuana Class (Screen)	FCPHL
T8	15.22	80101	LT8	Ethanol (Screen)	FCPHL
T9	15.22	80101	LT9	LSD (Screen)	FCPHL
T10	15.22	80101	LT10	Methadone (Screen)	FCPHL
T11	15.22	80101	LT11	Methaqualone (Screen)	FCPHL
T12	15.22	80101	LT12	Propoxyphene (Screen)	FCPHL
TC1	14.65	08102	LTC1	Amphetamine Class (Confirmation)	FCPHL
TC2	22.00	08102	LTC2	Barbiturates (Confirmation)	FCPHL
TC3	22.00	08102	LTC3	Benzodiazepines (Confirmation)	FCPHL
TC4	14.65	08102	LTC4	Marijuana Class (Confirmation)	FCPHL
TC5	14.65	08102	LTC5	Cocaine Metabolite (Confirmation)	FCPHL
TC6	14.65	08102	LTC6	Opiates (Confirmation)	FCPHL
TC7	14.65	08102	LTC7	Phencyclidine [PCP] (Confirmation)	FCPHL

TC1a	0.00	-----	LTC1a	Amphetamine (Methamphetamine Confirmation)	FCPHL
TC1b	0.00	-----	LTC1b	Methamphetamine (Methamphetamine Confirmation)	FCPHL
TC2a	0.00	-----	LTC2a	Butabarbital (Barbiturates Confirmation)	FCPHL
TC2b	0.00	-----	LTC2b	Butalbital (Barbiturates Confirmation)	FCPHL
TC2c	0.00	-----	LTC2c	Pentobarbital (Barbiturates Confirmation)	FCPHL
TC2d	0.00	-----	LTC2d	Secobarbital (Barbiturates Confirmation)	FCPHL
TC2e	0.00	-----	LTC2e	Phenobarbital (Barbiturates Confirmation)	FCPHL
TC3a	0.00	-----	LTC3a	Nordiazepam (Benzodiazepines Confirmation)	FCPHL
TC3b	0.00	-----	LTC3b	Oxazepam (Benzodiazepines Confirmation)	FCPHL
TC3c	0.00	-----	LTC3c	Temazepam (Benzodiazepines Confirmation)	FCPHL
TC3d	0.00	-----	LTC3d	Alpha-HydroxylAlprazolam (Benzodiazepines Confirmation)	FCPHL
TC4a	0.00	-----	LTC4a	THC-Carboxylic Acid (THC Confirmation)	FCPHL
TC5a	0.00	-----	LTC5a	Cocaine (Cocaine/BEC Confirmation)	FCPHL
TC5b	0.00	-----	LTC5a	Benzoyllecgonine (Cocaine/BEC Confirmation)	FCPHL
TC6a	0.00	-----	LTC6a	Codeine (Opiates Confirmation)	FCPHL
TC6b	0.00	-----	LTC6b	Morphine (Opiates Confirmation)	FCPHL
TC6c	0.00	-----	LTC6c	6-Monoacetylmorphine (Opiate Confirmation)	FCPHL
TC7a	0.00	-----	LTC7a	Phencyclidine (Phencyclidine Confirmation)	FCPHL
TP1	20.00	80101	LTP1	Drug Screen Test Panel	MAD
U1	4.37	81000	LU1	Urinalysis Complete	FCPHL

U2	3.53	81002	LU2	Urinalysis (w/o Micro)	FCPHL
U3	3.80	81015	LU3	Urinalysis (Micro only)	FCPHL
U4	4.34	81025	LU4	Pregnancy Test (Urine)	QUEST
V1	22.88	87252	LV1	Virus Culture (Miscellaneous)	FCPHL
V2	22.88	87252	LV2	Herpesvirus Culture	FCPHL
V3	60.35	87252	LV3	Viral Culture (Stool)	FCPHL
V4	60.35	87252	LV4	Viral Culture (CSF)	STATE
V5	50.29	87252	LV5	CMV Culture	FCPHL
V6	80.35	87252	LV6	Virus Culture (Respiratory)	FCPHL
V10	0.00	83898	LV10	Norovirus PCR	FCPHL
V11	55.00	83898	LV11	Influenza PCR	FCPHL
V12	0.00	83898	LV12	Orthopox PCR	FCPHL
V13	55.00	83898	LV13	VZV PCR	FCPHL
V14	0.00	83898	LV14	Non-Variola PCR	FCPHL
V20	14.25	86790	LV20	West Nile Virus (Serum)	FCPHL
V21	14.25	86790	LV21	West Nile Virus (CSF)	STATE
V50	0.00	NONE	LV50	Viral Reference Specimen (STATE)	STATE
V51	0.00	NONE	LV51	Influenza Surveillance (STATE)	STATE
V55	45.55	86694	LV55	Herpes Antibody, IgG	QUEST
V56	45.55	86694	LV56	Herpes Antibody, IgM	QUEST
V57	66.50	86645	LV57	Cytomegalovirus Ab IgG	QUEST
V58	75.90	86645	LV58	Cytomegalovirus Ab IgM	QUEST
VL	100.00	87563	LVL	HIV RNA Viral Load (Non-Voucher)	FCPHL
VLV	100.00	87563	LVLV	HIV RNA Viral Load (Voucher)	FCPHL
VL3	98.00	87521	LVL3	HCV RNA PCR (Qualitative)	CCPHL
VL4	194.00	87522	LVL4	HCV RNA PCR (Quantitative)	CCPHL

(A) t using subcontractors.

*Updates to County of Fresno rates will coincide with updates to Medi-Cal rates.

Exhibit D

Insurance Requirements

1. Required Policies

[Consult with Risk Management if the Contractor has unique insurance issues, such as self-insurance.]

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

(A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.

(B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.

(C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

(D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.

[Include the following paragraph if the Contractor is providing professional services to the County. For example, architects, engineers, physicians, nurses, accountants, insurance agents, and claim administrators provide professional services. If you are not sure whether professional liability insurance should be required in the Agreement, consult with Risk Management (HRRiskManagement@fresnocountyca.gov).]

(E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

[Include the following paragraph only if the Agreement is for services to be provided to vulnerable persons, such as children or the elderly. If you are not sure whether molestation liability should be required in the Agreement, consult with Risk Management (HRRiskManagement@fresnocountyca.gov).]

(F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

[Include the following three paragraphs only if the Agreement includes the provision of information technology services, and if data security obligations defining the capitalized words in the third paragraph is included in the body of the Agreement or in an exhibit to the Agreement. If you are not sure whether data security obligations and technology professional and cyber

liability insurance requirements should be included in the Agreement, contact your department's assigned ISD-IT representative and consult with Risk Management

(HRRiskManagement@fresnocountyca.gov).]

(G) Technology Professional Liability (Errors and Omissions).

Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.

(H) Cyber Liability. Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

(I) Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under [identify the Article, section, or exhibit containing data security obligations] of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties

related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

[Include the following paragraph only if the other party is a government entity (for example, the state, another county, a city, or a district).]

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

(B) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

(i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

(ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the

coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

(iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

[Include the following subparagraph only if professional liability insurance is required above.]

(iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.

[Include the following two subparagraphs only if technology professional liability and cyber liability insurance is required above.]

(v) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.

(vi) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

(C) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(D) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for

nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(E) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(F) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

(G) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

(H) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement

4893-7889-0879, v. 1



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AGENDA ITEM SUBMITTAL

October 3, 2023
Chairman David Rogers

DEPARTMENT Public Works Department/Administrative Services Division		DEPARTMENT CONTACT Alexandria Rodriguez 559-675-7811		AGENDA ITEM 5.M Consent Calendar	
SUBJECT: Receipt of Unanticipated Revenue for SB1 FY23/24 Countywide Fog Seals project		REQUIRED VOTE: 4/5 Votes Required	DOC. ID NUMBER 10047	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community, Public Safety, Infrastructure					
<u>For Clerk of the Board's Office Use Only</u>					
BOARD'S ACTION:					
The County Auditor-Controller is authorized to make such budgetary adjustments and will carry out the intent and purpose of this budget adjustment.					
For Fiscal Year: 2023-2024 Budget Adjustment Type: Receipt of Unanticipated Revenue PowerPoint/Supporting Documents: Other/Misc			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration of approval of Receipt of Unanticipated Revenue No. 23-027 in the amount of \$950,000.00 derived from SB-1 Road Repair & Accessibility Act 2017 - Fund Balance to Road Maintenance for Fiscal Year 2023-2024. **4 Votes Required**

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

Consistent with the strategies to improve and proactively maintain the County's transportation network, several road segments have been resurfaced or reconstructed in the last few years. As the next step to prudent pavement preservation, these roads are now in need of a preventative maintenance treatment to delay early oxidation of the surface and prevent early-age cracking, which will help to preserve and prolong the useful life of the roadway. The Public Works Department has been conducting Fog Seals to preserve the following road segments:

- Road 222 from Road 426 to Road 432
- Road 274 200' in each direction from the Roundabout at Road 225
- Road 200 from 800' east of Highway 41 to 4800' east of House Ranch Road
- Road 30 from Avenue 12 to 600' north of Avenue 12
- Road 16 from Highway 152 to Avenue 24-1/2
- Robertson Boulevard from Avenue 18-1/2 to Highway 152
- Avenue 18-1/2 from 650' east of Road 17-1/2 to Golden State Boulevard
- Avenue 12 from Road 19 to Road 24



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- Avenue 7 from Highway 145 to Road 30-1/2

The project had originally been anticipated to be completed in FY 22/23 and budget adjustments were made to accommodate that. Due to the complexities and the duration of the severe winter storms in the beginning of the year, the fog seals were put on a temporary hold. This project is now well on its way to completion and needs the budget adjustment to fully pay invoices. All costs will be paid for using funds from SB-1 Local Streets and Roads (LSR) program (1181).

The Fog Seal project is consistent with the County's goal to improve and proactively maintain existing infrastructure.

FISCAL IMPACT:

There will be no impact on the County's General Fund.

FUNDING SOURCES:

SB-1 Local Streets and Roads (LSR) funding.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 1: Community

Focus Area 3: Public Safety

Focus Area 6: Infrastructure

To Auditor-Controller: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

APPROVED AS TO THE AVAILABILITY OF FUNDS BY AUDITOR:

Yes, funds are available

David Richstone

David Richstone, Director

9/18/2023

ADMINISTRATIVE OFFICER'S RECOMMENDATION / REPORT:

Recommended



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Jessica Leon

Jessica Leon, Administrative Analyst II 9/18/2023

ATTACHMENTS

1. Budget Adjustment Authorization No. 23-027



Budget Adjustment Authorization

Submittal Date *

9/11/2023

For Fiscal Years *

2023-2024

Contact First Name *

Andrea

Contact Last Name *

Saldate

Department *

PW

Department/Org #

11810

Department Head Name *

Andrea Saldate

Will this Budget Adjustment be Board Approved? *

☐ Yes

☐ No

Draft Board Letter

Upload

If Board Approved, indicate the target Board date: *

10/2/2023

Please Select *

☐ Transfer of Appropriations ☒ Receipt of Unanticipated Revenue

Please select the document type(s) from the check boxes above. Your selection will remove unneeded fields from the form. Transfer of Appropriations Transfer From.

Receipt of Unanticipated Revenue

Fund Name *

SB-1 RD RPR & ACCTBLTY ACT201

Fund # *

1181

Appropriations

Org # *

11810

Org Description *

SB-1 RD RPR & ACCTBLTY A/

Account # *

720906

Account Description *

ROAD MAINTENANCE

Amount *

950,000

[Add](#)

Total

\$ 950,000.00

Revenues

Org # *

11810

Org Description *

SB-1 RD RPR & ACCTBLTY A/

Account # *

491100

Account Description *

FUND BALANCE

Amount *

950,000

[Add](#)

Total

\$ 950,000.00

Totals in Appropriations and Revenues must match**Unanticipated Revenue is Derived from ***

Funds are derived from a Release of Fund Balance from last fiscal year. Project work began last fiscal year but was not completed. Work will be completed in FY23/24.

(Describe the Revenue Source, Grant Name, Legislation, etc.)

Section

Name *

Rebecca Maldonado

Title *

Principal Administrative Analyst

Auditor to Complete

TO AUDITOR-CONTROLLER: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

Approved as to Availability of Funds: *

☒ Yes ☐ No ☐ N/A

Auditor Controller's # *

23-027

Signature

Auditor Name *

Elizabeth Cruz

Date *

9/12/2023

The County Auditor-Controller is authorized to make such budgetary adjustments as will carry out the intent and purpose of this budget adjustment.

Administrative Officer to Complete

Administrative Officer's Report *

County Administration has reviewed this request, and it is recommended for approval.

Please Select *

☒ Recommended ☐ Approve as Requested ☐ Approve as Revised

Signature *

Admin Officer Name *

Jessica Leon

Date *

9/12/2023

Attached for Board Approval

*

☐ Completed



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AGENDA ITEM SUBMITTAL

October 3, 2023
Chairman David Rogers

DEPARTMENT Public Works Department/Administrative Services Division		DEPARTMENT CONTACT Alexandria Rodriguez 559-675-7811		AGENDA ITEM 5.N Consent Calendar	
SUBJECT: Budget Adjustment Authorization for Fairmead Liner Fund		REQUIRED VOTE: 4/5 Votes Required	DOC. ID NUMBER 10048	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community, Public Safety, Infrastructure					
For Clerk of the Board's Office Use Only					
BOARD'S ACTION:					
The County Auditor-Controller is authorized to make such budgetary adjustments and will carry out the intent and purpose of this budget adjustment.					
For Fiscal Year: 2023-2024 Budget Adjustment Type: Receipt of Unanticipated Revenue PowerPoint/Supporting Documents: Other/Misc			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration of approval of Receipt of Unanticipated Revenue No. **23-028**, in the amount of \$915,000.00, derived by release of fund balance, appropriating \$160,000.00 to Professional & Specialized Services (721400) and \$755,000.00 to Buildings & Improvements (740200).

4 Votes Required

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

This Release of Fund Balance is necessary in order to complete the upgrades required for the Landfill gas system that had originally been anticipated to be complete in FY 22/23. Due to supply chain issues, large pieces of the system were not available within a suitable timeframe to complete the project in the prior fiscal year. This release of fund balance makes available what we had budgeted in prior years for this project.

FISCAL IMPACT:

There will be no impact on the County's General Fund.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:



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STRATEGIC FOCUS AREAS

Focus Area 1: Community

Focus Area 3: Public Safety

Focus Area 6: Infrastructure

To Auditor-Controller: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

APPROVED AS TO THE AVAILABILITY OF FUNDS BY AUDITOR:

Yes, funds are available

David Richstone

David Richstone, Director

9/25/2023

ADMINISTRATIVE OFFICER'S RECOMMENDATION / REPORT:

Recommended

ATTACHMENTS

1. Budget Adjustment Authorization No. 23-028



Budget Adjustment Authorization

Submittal Date *

9/11/2023

For Fiscal Years *

2023-2024

Contact First Name *

Andrea

Contact Last Name *

Saldate

Department *

PW

Department/Org #

11100

Department Head Name *

Andrea Saldate

Will this Budget Adjustment be Board Approved? *

☒ Yes

☐ No

Draft Board Letter

Upload

If Board Approved, indicate the target Board date: *

10/3/2023

Please Select *

☐ Transfer of Appropriations ☒ Receipt of Unanticipated Revenue

Please select the document type(s) from the check boxes above. Your selection will remove unneeded fields from the form. Transfer of Appropriations Transfer From.

Receipt of Unanticipated Revenue

Fund Name *

Fairmead Liner

Fund # *

0111

Appropriations

Org # *	Org Description *	Account # *	Account Description *	Amount *
11100	Fairmead Liner	721400	Professional & Specialized Ser	160,000 X
11100	Fairmead Liner	740200	Building & Improvements	755,000 X

Add

Total

\$ 915,000.00

Revenues

Org # *	Org Description *	Account # *	Account Description *	Amount *
11100	Fairmead Liner	491100	Release of Fund Balance	915,000

Add

Total

\$ 915,000.00

Totals in Appropriations and Revenues must match**Unanticipated Revenue is Derived from ***

This project was budgeted in FY 22/23, however due to supply chain issues there was minimal progress. The equipment is now in route and this project is set to be completed in FY 23/24.

(Describe the Revenue Source, Grant Name, Legislation, etc.)

Section**Name ***

Rebecca Maldonado

Title *

Principal Administrative Analyst

Auditor to Complete

TO AUDITOR-CONTROLLER: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

Approved as to Availability of Funds: *

☒ Yes ☐ No ☐ N/A

Auditor Controller's # *

23-028

Signature

Auditor Name *

Elizabeth Cruz

Date *

9/12/2023

The County Auditor-Controller is authorized to make such budgetary adjustments as will carry out the intent and purpose of this budget adjustment.

Administrative Officer to Complete**Administrative Officer's Report ***

County Administration has reviewed this request, and it is recommended for approval.

Please Select *

☒ Recommended ☐ Approve as Requested ☐ Approve as Revised

Signature *

Admin Officer Name *

Jessica Leon

Date *

9/12/2023

Attached for Board Approval

*

☐ Completed

Attachment: Budget Adjustment Authorization No. 23-028 (10048 : Budget Adjustment Authorization for Fairmead Liner Fund)



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AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT Public Works Department/Engineering Services Division		DEPARTMENT CONTACT Alexandria Rodriguez 559-675-7811		AGENDA ITEM 5.0 Consent Calendar	
SUBJECT: Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10050	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community, Public Safety, Infrastructure					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: PowerPoint/Supporting Documents: Contract, Other/Misc			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Bus Stop with Shelter construction on Avenue 12 near Road 36.

1. Consideration of entering into an Agreement with Harris Development Corp. in the amount of \$316,766.00 for the construction of a Bus Stop with Shelter on the North and South sides of Avenue 12 near Road 36 and to authorize the Chairman to sign.
2. Consideration of approval to authorize the Road Commissioner or his designee to issue a Notice to Proceed in accordance with the provisions of the contract.
3. Consideration of approval to authorize the Auditor-Controller to issue payments for contingencies up to 10% of the contract award amount per established County policy.
4. Consideration of approval to authorize the Road Commissioner or his designee to solely issue and approve Contract Change Orders in accordance with the Public Contract Code, not to exceed authorized contingencies.



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DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

This Bus Stop with Shelter on the North and South Sides of Avenue 12 near Road 36 Project (Project) is intended to add additional transit facilities in the Madera Ranchos area near the Liberty High School to make transit facilities readily available to the more likely users.

The Project includes the construction of two bus stop shelters, widening of Avenue 12 to accommodate transit vehicles, relocating the existing flashing beacon for the traffic signal at Road 36, addition of asphalt walkway on Avenue 12 to connect to ADA ramps at the corner of Avenue 12 and Road 36, and concrete pavement for the transit vehicle landing.

The Project cost will be paid for using funds from the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) fund, Measure T Transit Enhancement set asides, and Road Repair and Accountability Act (SB-1) funds. This project is consistent with the County's goal to improve the availability of public transportation.

In accordance with Public Contract Code, the Public Works Department advertised for bids for the Project on June 6, 2023.

Two (2) bids for the Project were received and publicly opened at the Madera County Public Works office on June 28, 2023. The bids were reviewed in accordance with Department bid analysis procedures. Both bids were found to be responsive and responsible.

Per the Bid Results attached hereto as Exhibit A, the lowest responsible and responsive bidder was determined to be Harris Development Corp. with a total bid amount of \$316,766.00.

The Public Works Department recommends approval of the award of a contract to Harris Development Corp. in the amount of \$316,766.00 to construct the Bus Stop with Shelter on the North and South Sides of Avenue 12 near Road 36.

FISCAL IMPACT:

Approval of this contract will not impact the general fund.

FUNDING SOURCES:

The cost to perform the services under this agreement will be funded by Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) fund, Measure T Transit Enhancement set asides, and Road Repair and Accountability Act (SB-1) funds.



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CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 1: Community

Focus Area 3: Public Safety

Focus Area 6: Infrastructure

ATTACHMENTS

1. Bid Tabulation
2. Contract
3. Plans
4. Specifications

Bus Stop with Shelter on the North and South Sides of Avenue 12 at Road 36
Madera County Public Works Department



Contract Number: 23-01-PW
Low Bid: Harris Development Corp

Item	Item Description	Unit of Measure	Estimated Quantity	Engineer's Estimate		Harris Development Corp		Clean Cut Landscape	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Construction Area Signs	LS	1	\$3,400.00	\$3,400.00	\$1,000.00	\$1,000.00	\$3,688.00	\$3,688.00
2	Traffic Control System	LS	1	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00	\$17,640.00	\$17,640.00
3	Job Site Management	LS	1	\$4,200.00	\$4,200.00	\$16,500.00	\$16,500.00	\$2,750.00	\$2,750.00
4	Prepare Water Pollution Control Plan	LS	1	\$1,800.00	\$1,800.00	\$1,500.00	\$1,500.00	\$800.00	\$800.00
5	Street Sweeping	LS	1	\$1,600.00	\$1,600.00	\$7,500.00	\$7,500.00	\$7,484.00	\$7,484.00
6	Clearing and Grubbing	LS	1	\$9,800.00	\$9,800.00	\$15,000.00	\$15,000.00	\$13,594.00	\$13,594.00
7	Structure Excavation	CY	96	\$208.40	\$20,006.40	\$130.00	\$12,480.00	\$98.00	\$9,408.00
8	Roadway Excavation	CY	734	\$7.63	\$5,600.42	\$54.00	\$39,636.00	\$85.00	\$62,390.00
10	Relocate Sign and Post	EA	1	\$250.00	\$250.00	\$1,000.00	\$1,000.00	\$240.00	\$240.00
11	Install New Bus Stop Sign and Post	EA	2	\$500.00	\$1,000.00	\$2,100.00	\$4,200.00	\$219.00	\$438.00
12	Minor Concrete (Reinforced Curb, Gutter, and Bus Pad)	CY	41	\$650.00	\$26,650.00	\$660.00	\$27,060.00	\$1,097.00	\$44,977.00
13	Minor Concrete (Sidewalk and Shelter Pad)	CY	28	\$650.00	\$18,200.00	\$580.00	\$16,240.00	\$967.00	\$27,076.00
14	HMA Dike (Type A)	LF	278	\$12.00	\$3,336.00	\$71.00	\$19,738.00	\$59.00	\$16,402.00
15	Modifying Flashig Beacon System	LS	1	\$9,500.00	\$9,500.00	\$9,500.00	\$9,500.00	\$27,413.00	\$27,413.00
16	Hot Mix Asphalt (Type "A") - 3/4"	TON	94	\$280.00	\$26,320.00	\$315.00	\$29,610.00	\$299.00	\$28,106.00
17	Hot Mix Asphalt (Type "A") - 1/2" (Walkways)	TON	58	\$280.00	\$16,240.00	\$464.00	\$26,912.00	\$488.00	\$28,304.00
18	Minor HMA	TON	36	\$280.00	\$10,080.00	\$400.00	\$14,400.00	\$361.00	\$12,996.00
19	Tack Coat	TON	1	\$300.00	\$300.00	\$100.00	\$100.00	\$13,351.00	\$13,351.00
20	Aggregate Base (Class II)	CY	130	\$500.00	\$65,000.00	\$109.00	\$14,170.00	\$169.00	\$21,970.00
21	Shoulder Backing	TON	23	\$250.00	\$5,750.00	\$440.00	\$10,120.00	\$171.00	\$3,933.00
22	Adjust Water Valve to Grade	EA	1	\$500.00	\$500.00	\$300.00	\$300.00	\$184.00	\$184.00
23	Adjust Electrical Vault to Grade	EA	4	\$800.00	\$3,200.00	\$600.00	\$2,400.00	\$488.00	\$1,952.00
24	Install Bus Stop Shelter and Bench	EA	2	\$5,000.00	\$10,000.00	\$11,000.00	\$22,000.00	\$3,315.00	\$6,630.00
25	Inlet Protection	LS	1	\$300.00	\$300.00	\$400.00	\$400.00	\$218.00	\$218.00
26	Construction Surveying	LS	1	\$5,800.00	\$5,800.00	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00
27	Mobilization	LS	1	\$12,000.00	\$12,000.00	\$9,000.00	\$9,000.00	\$19,369.00	\$19,369.00
	SUBTOTAL				\$275,832.82		\$316,766.00		\$379,313.00
	TOTAL				\$275,832.82		\$316,766.00		\$379,313.00

Attachment: Bid Tabulation (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

CONTRACT DOCUMENTS

INCLUDE IN BID BOOKS ONLY

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PROPOSAL TO THE COUNTY OF MADERA

CONTRACT NO. 23-01-PW

NAME OF BIDDER Harris Dev. Corp. dba HBC Enterprises
 BUSINESS ADDRESS 1840 E. Shaw Ave. Ste. 105-08
 CITY, STATE, ZIP Clovis, CA 93611
 TELEPHONE NO: AREA CODE (559) 575-3000
 FAX NO: AREA CODE (559) 775-5194
 E-MAIL ADDRESS Robat@hbc@gmail.com
 CONTRACTOR'S LICENSE NO: 976218

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto, the project plans described below, and also in accordance with the Department of Transportation Standard Specifications dated 2018 and Standard Plans Dated 2018 and the Revised Standard Specifications dated 10-15-21, the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates, as determined by the Department of Industrial Relations.

The project Special Provisions is entitled:

**A BUS STOP WITH SHELTER ON AVENUE 12 AND ROAD 36 ON
THE NORTH AND SOUTH SIDE OF AVENUE 12**

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

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

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the County of Madera's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided. Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a

Attachment: Contract (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

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dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

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

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfactory to the County of Madera within eight days, not including Sundays and legal holidays, after the bidder has received notice from the Department that the contract has been awarded, the County of Madera may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Madera.

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

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BID SHEET

Contract No. 23-01-PW
MADERA COUNTY PUBLIC WORKS DEPARTMENT
FOR CONSTRUCTION OF A BUS STOP WITH SHELTER ON AVENUE 12
AND ROAD 36 ON THE NORTH AND SOUTH SIDE OF AVENUE 12
IN MADERA COUNTY

BID SCHEDULE:

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	120090(S)	CONSTRUCTION AREA SIGNS	LS	1	1650	1650-
2	120102	TRAFFIC CONTROL SYSTEM	LS	1	6003.20	6003.20
3	130100	JOB SITE MANAGEMENT	LS	1	5062.50	5062.50
4	130200	PREPARE WATER POLLUTION CONTROL PLAN	LS	1	1472.00	1472.00
5	130730	STREET SWEEPING	LS	1	1504.25	1504.25
6	160101	CLEARING AND GRUBBING	LS	1	12186.50	12186.50
7	192001	STRUCTURE EXCAVATION	CY	96	151.90	14582.40
8	190101	ROADWAY EXCAVATION	CY	734	49.06	36,007.40
10	820610	RELOCATE SIGN AND POST	EA	1	791.10	791.10
11	820810	INSTALL NEW BUS STOP SIGN AND POST	EA	2	787.05	1574.10
12	731510(S)	MINOR CONCRETE (REINFORCED CURB, GUTTER AND BUS PAD)	CY	41	926.46	37,984.95
13	731521	MINOR CONCRETE (SIDEWALK & SHELTER PAD)	CY	28	563.91	15,789.60
14	394073	HMA DIKE (TYPE A)	LF	278	33.70	9369.80
15	872136	MODIFYING FLASHING BEACON SYSTEM	LS	1	28,160.00	28,160.00
16	390132	HOT MIX ASPHALT (TYPE "A") - 3/4"	TON	94	313.19	29,439.89
17	390132	HOT MIX ASPHALT (TYPE "A") 1/2" (Walkways)	TON	58	506.16	29,357.44
18	390136	MINOR HMA	TON	36	366.67	13,200-
19	375009	TACK COAT	TON	1	1,100-	1,100-
20	260203	AGGREGATE BASE (Class 2)	CY	130	134.11	17,433.90
21	190185	SHOULDER BACKING	TON	23	478.26	11,000-
22	710214	ADJUST WATER VALVE TO GRADE	EA	1	367.20	367.20
23	152454	ADJUST ELECTRICAL VAULT TO GRADE	EA	4	495.00	1980.-
24		INSTALL BUS STOP SHELTER AND BENCH	EA	2	5,053.53	10,107.06

Attachment: Contract (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

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25	130620	INLET PROTECTION	LS	1	390-	390-
26	066999	CONSTRUCTION SURVEYING	LS	1	8,560	8560
27	999990	MOBILIZATION	LS	1	12,155	12,155

TOTAL = 307,528.32

\$312,528.32

THREE HUNDRED
TWENTY TWO THOUSAND
FIVE HUNDRED TWENTY
EIGHT & TWENTY TWO
CENTS

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Attachment: Contract (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

Contract No. 23-01-PW

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.10, "Subcontractor List", of the Standard Specifications, Revised Specifications and Section 2-1.01, "General", of these special provisions.

LIST OF SUBCONTRACTORS

Madera County, Public Works Department Project for a Bus Stop with Shelter on Avenue 12 and Road 36 on the north and south sides of Avenue 12 in Madera County.

The bidder shall list below the name and location of the place of business of each Subcontractor who will perform work or render services to the prime contractor in or about the construction of the work or improvement in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater in accordance with the requirements of Section 4100 to 4133 inclusive of the public contracts code.

Substituting a subcontractor in place of a subcontractor listed in the original bid without the County's approval or subcontracting work to which no subcontractor was designated in the original bid (and was required to be designated) or other subcontracting violations, may at the County's discretion, result in cancellation of the contract or a financial penalty.

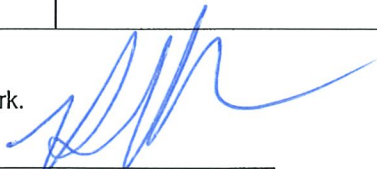
Work to be Performed	Bid Item Number(s)	Percent of Bid Item	Name and Address of Subcontractor
P/UGT T-CORNER EARTHWORK	6-8, 20-23	100%	HBC Enterprises - JV 1840 Shaw Ave. Ste. 105-08 Clovis, CA 93611
Dike	14	100%	APCO HSPHALL Dike Construction Inc. dba APCO P.O. Box 790 Goshen, CA 93227
Paving	16, 17, 18	100%	Garcia Paving Inc. 6713 W. Rialto Ave. Fresno, CA 93723

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LIST OF SUBCONTRACTORS (CONT'D)

Work to be Performed	Bid Item Number(s)	Percent of Bid Item	Name and Address of Subcontractor

Note: Do not list alternative subcontractors for the same work.

Prime Contractor: 

Harris Dev. Corp dba HBC Enterprises

Attachment: Contract (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

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MADERA COUNTY PUBLIC WORKS DEPARTMENT BIDDERS LIST

Provide the following information for yourself and all contractors who provided a proposal, bid, quote, or were contracted by the you to propose on a portion of the work. Be sure to provide this information for your firm. It must be submitted with your bid. The Department will use this information to maintain and update a "Bidders List" to assist in the overall annual DBE goal setting process.

Firm Name: Harris Dev. Corp. dba HBC Enterprises Phone: 559-575-3000
 Address: 1840 Shaw Ave. Ste. 105-08 Fax: 559-775-5194
Clavis, CA 93611
 DIR#: 1000061989
 CSLB Contractor's License #: 976218
 Contact Person: Rob Harris No. of years in business 11 years
 Email Address: Robat@hbc@gmail.com
 Is the firm currently certified as a DBE by Cal Trans? ☒ Yes ☐ No
 Refer to the Contract Bid Items and note which item code(s) your firm will perform/provide.
28 m 20-23 m Prime Contractor

This form can be duplicated if necessary to report all bidders information.

Note: Remove this form from the
Bid Book and make copies.

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MADERA COUNTY PUBLIC WORKS DEPARTMENT BIDDERS LIST

Provide the following information for yourself and all contractors who provided a proposal, bid, quote, or were contracted by the you to propose on a portion of the work. Be sure to provide this information for your firm. It must be submitted with your bid. The Department will use this information to maintain and update a "Bidders List" to assist in the overall annual DBE goal setting process.

Firm Name: <u>HBC Enterprises-JV</u>	Phone: <u>559-575-3000</u>
Address: <u>1840 Shaw Ave. Ste. 105-08</u>	Fax: <u>559-775-5194</u>
<u>Clovis, CA 93611</u>	
DIR#: <u>1000062361</u>	
CSLB Contractor's License #: <u>1044524</u>	
Contact Person: <u>Rob Harris</u>	No. of years in business <u>5 Years</u>
Email Address: <u>Robathbc@gmail.com</u>	
Is the firm currently certified as a DBE by Cal Trans? <u> </u> Yes <u>X</u> No	
Refer to the Contract Bid Items and note which item code(s) your firm will perform/provide.	
<u>4-8</u>	<u>20-23</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

This form can be duplicated if necessary to report all bidders information.

Note: Remove this form from the
Bid Book and make copies.

Attachment: Contract (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

MADERA COUNTY PUBLIC WORKS DEPARTMENT BIDDERS LIST

Provide the following information for yourself and all contractors who provided a proposal, bid, quote, or were contracted by the you to propose on a portion of the work. Be sure to provide this information for your firm. It must be submitted with your bid. The Department will use this information to maintain and update a "Bidders List" to assist in the overall annual DBE goal setting process.

Firm Name: <u>GARCIA PAWUG</u>	Phone: <u>559-775-1255</u>
Address: <u>6713 W. PALO ALTO</u> <u>FRESNO CA 93723</u>	Fax: _____
DIR#: <u>1000702430</u>	
CSLB Contractor's License #: <u>1071005</u>	
Contact Person: <u>MICHAEL GARCIA</u>	No. of years in business <u>3</u>
Email Address: _____	
Is the firm currently certified as a DBE by Cal Trans? _____ Yes <u>X</u> No	
Refer to the Contract Bid Items and note which item code(s) your firm will perform/provide.	
<u>16-18</u>	_____
_____	_____
_____	_____
_____	_____

This form can be duplicated if necessary to report all bidders information.

Note: Remove this form from the
Bid Book and make copies.

Attachment: Contract (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

MADERA COUNTY PUBLIC WORKS DEPARTMENT BIDDERS LIST

Provide the following information for yourself and all contractors who provided a proposal, bid, quote, or were contracted by the you to propose on a portion of the work. Be sure to provide this information for your firm. It must be submitted with your bid. The Department will use this information to maintain and update a "Bidders List" to assist in the overall annual DBE goal setting process.

Firm Name: _____	Phone: _____
Address: _____ _____	Fax: _____
DIR#: _____	
CSLB Contractor's License #: _____	
Contact Person: _____	No. of years in business _____
Email Address: _____	
Is the firm currently certified as a DBE by Cal Trans? _____ Yes _____ No	
Refer to the Contract Bid Items and note which item code(s) your firm will perform/provide.	
_____	_____
_____	_____
_____	_____
_____	_____

This form can be duplicated if necessary to report all bidders information.

Note: Remove this form from the
Bid Book and make copies.

Attachment: Contract (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder ~~has~~ ☒ has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidder upon, Section 1101, with any public entity as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

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

Attachment: Contract (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

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Attachment: Contract (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No ✓ _____

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

Public Contract Code 10232 Statement

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Attachment: Contract (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

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NONCOLLUSION AFFIDAVIT

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

To the COUNTY OF MADERA PUBLIC WORKS DEPARTMENT.

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

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal

Attachment: Contract (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

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DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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CONTRACTOR'S AFFIDAVIT

Accompanying this proposal is Bidder's Bond

(NOTICE: INSERT THE WORDS "CASH (\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

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

IMPORTANT NOTICE

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

Rob Harris - President
Josh Bryan - Director

Licensed in conformance with an act providing for the registration of Contractors,

License No. 976218 Classification(s) A, B, C-8, C12, C13, C29, C33,
C-61/D03, C-61/D06, C-61/D28, C-61/D49, C-61/D56, C-61, 3

ADDENDA -

This Proposal is submitted with respect to the changes to the contract included in addenda number/s None

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 6/26/2023

Sign

Here

[Signature]
Rob Harris - President
Signature and Title of Bidder

Business Address 1840 Shaw Ave. Sfe. 105-08 Clovis, CA 93611

Place of Business 2743 E. Shaw Ave. Sfe. 103 Fresno, CA 93710

Place of Residence _____

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Attachment: Contract (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

CONTRACT (INFORMATION ONLY)**COUNTY OF MADERA****PUBLIC WORKS DEPARTMENT****CONTRACT NO. 23-01-PW**

THIS AGREEMENT, made and concluded in triplicate, _____ between the County of Madera, by the Chairman of the Madera County Board of Supervisors, party of the first part, and

Harris Development Corp dba HBC Enterprises

(Contractor).

ARTICLE I. WITNESSETH, That for and in consideration of the payments and agreements hereinafter mention, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these present, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Madera County Public Works Department, the work described in the Special Provisions hereto annexed and the project plans described below, and also in accordance with the Department of Transportation Standard Specifications dated 2018 and Standard Plans, dated 2018 Standard Specifications, and the Revised Specifications dated October 15, 2022, the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates, as determined by the Department of Industrial Relations, which said Special Provisions, project plans, Standard Plans, Standard Specifications, Revised Specifications Labor Surcharge and Equipment Rental Rates, and General Prevailing Wage Rates are hereby specially referred to and by such reference made a part hereof.

The project Special Provisions for the work to be done were approved and entitled:

**BUS STOP WITH SHELTER ON AVENUE 12
AND ROAD 36 ON THE NORTH AND SOUTH SIDE OF AVENUE 12
IN MADERA COUNTY**

ARTICLE II. The County hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of their respective duties as set forth in said Contract Documents.

ARTICLE III. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

Attachment: Contract (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

ARTICLE IV. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work pursuant to the Contract Documents.

ARTICLE V. Contractor hereby agrees to receive and accept the bid price as full compensation for furnishing all materials and for doing all the work contemplated and embraced in the Contract Documents; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Madera County Public Works Department, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents.

ARTICLE VI. Any reference in the Contract Documents to the "State" shall be deemed to include the County.

ARTICLE VII. In any legal action to enforce the terms of this Contract or remedy for the breach thereof, the prevailing party shall be entitled to an award of its attorney's fees and costs.

(This page intentionally left blank)

Attachment: Contract (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

IN WITNESS WHEREOF the foregoing agreement is executed on the date and year first above-written.

COUNTY OF MADERA

By _____
Chairman, Madera County
Board of Supervisors
Approved Effective Date _____

RECOMMENDED AND APPROVED
AS TO CONTENT:

Madera County Public Works Department

By _____

ATTEST:

Clerk, Board of Supervisors

APPROVED AS TO LEGAL FORM:
COUNTY COUNSEL

By _____

Harris Dev. Corp. dba HBC Enterprises
FIRM'S NAME

S-Corp.
Type of Entity (corporation, partnership,
individual, etc.)

[Signature]
(Signature)

Rob Harris
(Typed Name)

President
Title of Individual Executing
document on behalf of Firm
"Contractor"

ACCOUNT NUMBER

NOTICE: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY CONTRACTOR'S STATE LICENSE BOARD. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THAT BOARD, WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD 1020 "N" STREET, SACRAMENTO, CA 95814.

ATTACHMENT

MADERA COUNTY
PUBLIC WORKS DEPARTMENT
PROJECT PLANS FOR CONSTRUCTION OF A
AVENUE 12 AT 36 BUS STOPS
(N/W & S/W CORNERS)
IN MADERA COUNTY

TO BE SUPPLEMENTED BY THE MADERA COUNTY STANDARD PLANS AND SPECIFICATIONS
AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION 2018 STANDARD PLANS AND SPECIFICATIONS
WITH REVISED STANDARD SPECIFICATIONS AND REVISED STANDARD PLANS THROUGH OCTOBER 15, 2021

COUNTY OF MADERA CONTRACT NO. 22-01-PW
FUNDING SOURCE: PTMISEA, SB-1, MEASURE T

INDEX OF SHEETS

- C1 TITLE SHEET
- C2 TOPOGRAPHIC SURVEY
- C3 SITE LOCATION MAP, Horz CONTROL & ABBREVIATIONS
- C4 SITE PLAN - NORTH SIDE
- C5 SITE PLAN - SOUTH SIDE
- C6 SITE PLAN - SOUTH SIDE
- C7 GRADING PLAN - NORTH SIDE
- C8 GRADING PLAN - SOUTH SIDE
- C9 GRADING PLAN - SOUTH SIDE
- C10 DETAIL SHEET
- C11 DETAIL SHEET

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 3, (2017.50) NAVD88 IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE CALIFORNIA SPATIAL REFERENCE NETWORK.

BENCHMARK:

THE ELEVATIONS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 3, (2017.50) NAVD88 IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID ELEVATIONS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE CALIFORNIA SPATIAL REFERENCE NETWORK. THIS SURVEY DOES NOT REPRESENT A BOUNDARY LINE LOCATION/RETRACEMENT. THE BOUNDARY SHOWN HEREON IS PRODUCED FROM RECORD INFORMATION AND IS RELATED TO THE TOPOGRAPHIC FEATURES BY THE FOUND MONUMENTS AND MEASUREMENTS SHOWN. PK NAIL IN THE TOP OF THE CURB AT THE CORNER OF AVENUE 12 AND ROAD 36. ELEVATION = 327.86

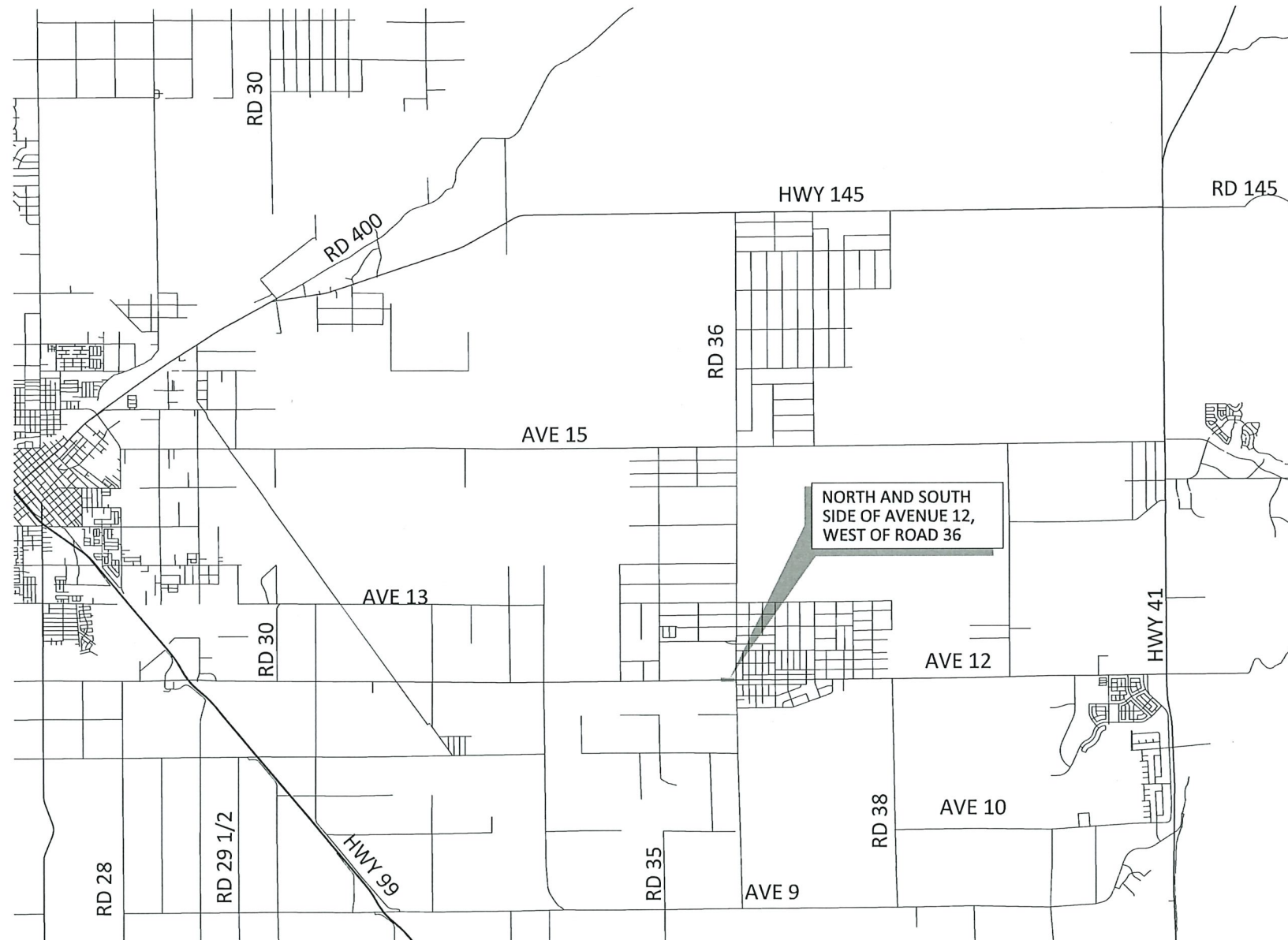
DATA SOURCES:

PM 4202 62MAPS116, MCR
AERIAL PHOTOGRAMMETRY 20221207
GROUND SURVEY 20221207



CONTRACTOR SHALL VERIFY ACTUAL DEPTH AND LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. CALL UNDERGROUND SERVICE ALERT (USA) AT 811 PRIOR TO TRENCHING, GRADING, EXCAVATION, DRILLING, PIPE PUSHING, PLANTING TREES, DIGGING POST HOLES FOR FENCES, ETC. USA WILL SUPPLY INFORMATION OR LOCATE AND MARK ANY UNDERGROUND FACILITIES.

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO CONTRACTORS" CONTAINED IN THE SPECIAL PROVISIONS



NOT TO SCALE

BID SET



RESOURCE LIST

MADERA COUNTY
JARED CARTER
DEPUTY PUBLIC WORKS DIRECTOR
200 W. 4th Street
Madera, CA 93637
(559) 675-7811

NV5
RON PISEL
PROJECT MANAGER
2109 W Bullard Ave Ste. 145,
Fresno, CA 93711
(559) 661-5220



2109 W. BULLARD AVENUE, SUITE 145
559.661.6220 TEL 559.492.3457 FAX

FRESNO, CA 93711
WWW.NV5.COM



MADERA COUNTY

Jared Carter
JARED CARTER
DEPUTY PUBLIC WORKS DIRECTOR

3-29-2023
DATE

2/10/2023

PLANS APPROVAL DATE

REGISTERED CIVIL ENGINEER



PROJECT NO.	226322-0000055.00	SHEET
		C1
CONTRACT NO.	23-01-PW	OF
		11

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 3, (2017.50) NAVD83 IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819, SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE CALIFORNIA SPATIAL REFERENCE NETWORK.

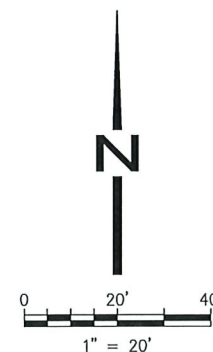
BENCHMARK:
THE ELEVATIONS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 3, (2017.50) NAVD83 IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819, SAID ELEVATIONS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE CALIFORNIA SPATIAL REFERENCE NETWORK. PK NAIL IN THE TOP OF THE CURB AT THE SW CORNER OF AVENUE 12 AND ROAD 38, ELEVATION = 327.86

THIS SURVEY DOES NOT REPRESENT A BOUNDARY LINE LOCATION/RETRACEMENT. THE BOUNDARY SHOWN HEREON IS PRODUCED FROM RECORD INFORMATION AND IS RELATED TO THE TOPOGRAPHIC FEATURES BY THE FOUND MONUMENTS AND MEASUREMENTS SHOWN.

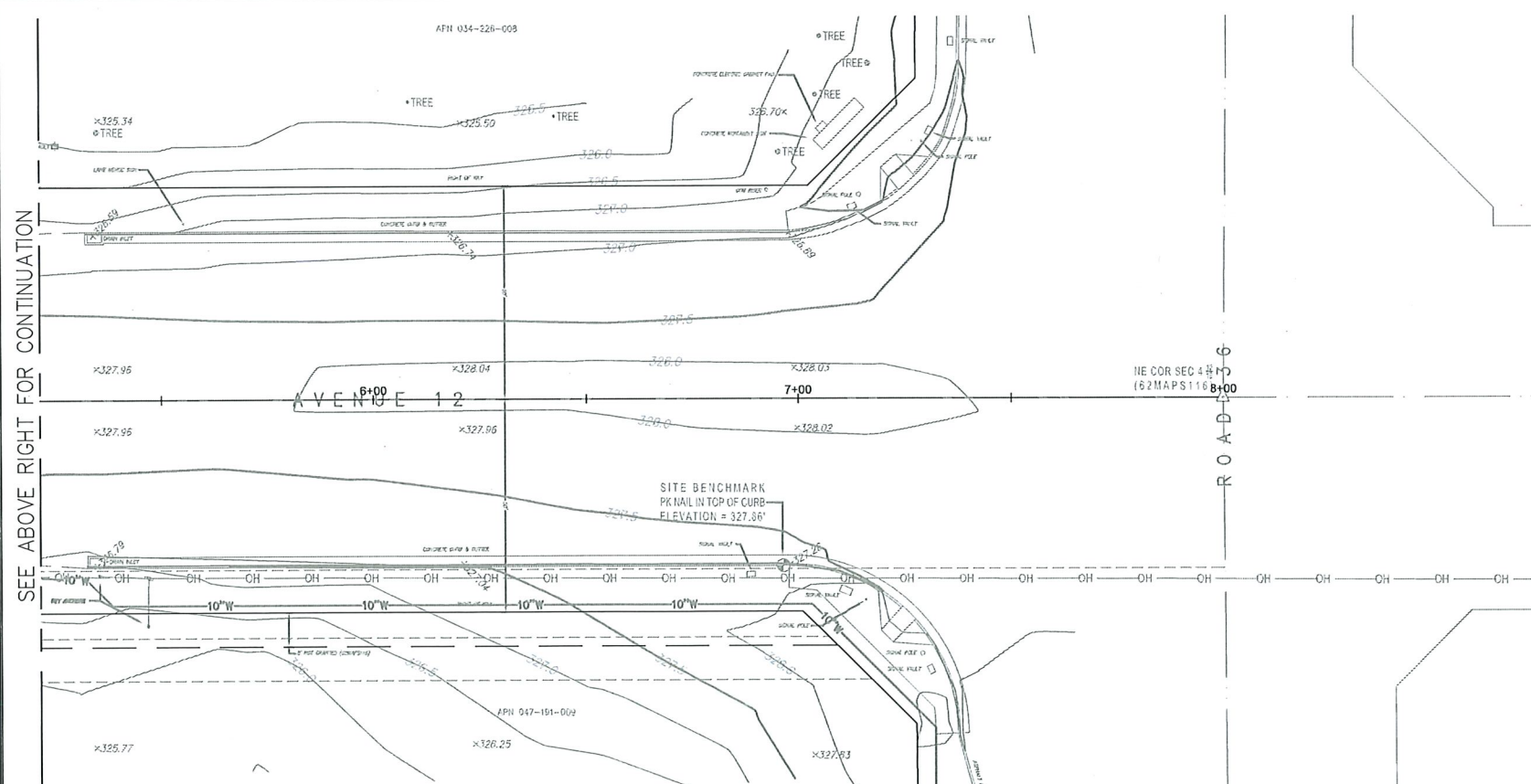
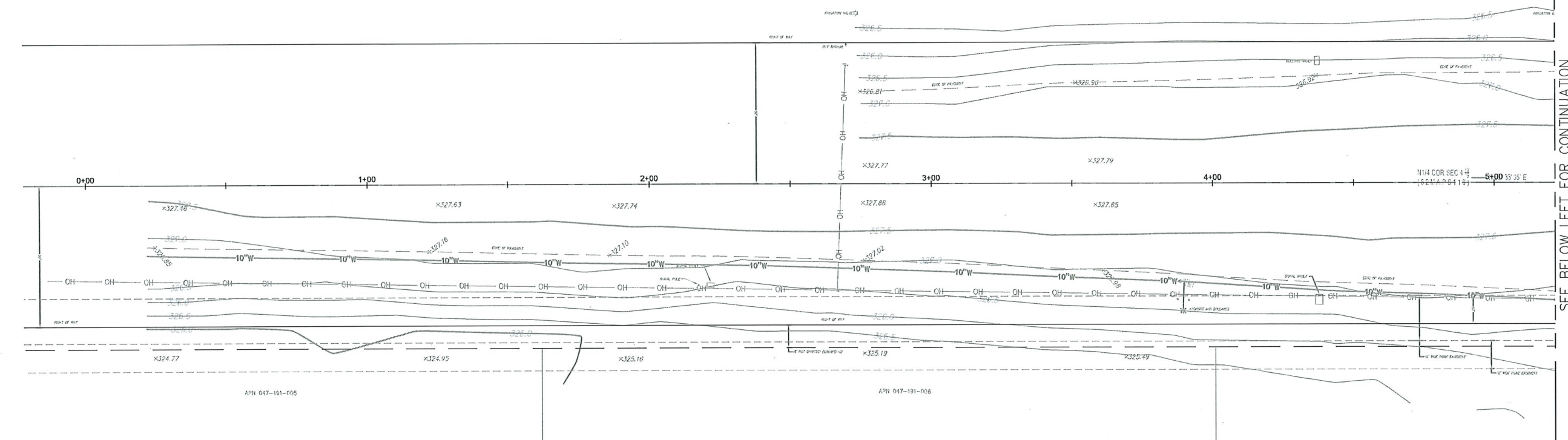
DATA SOURCES:
PM 4202 62MAPS116, MCR
AERIAL PHOTOGRAMMETRY 20221207
GROUND SURVEY 20221207 & 20230112

LEGEND

- RECORD RIGHT OF WAY
- EXISTING GROUND CONTOUR, INTERVAL = 0.5'
- △ FOUND MONUMENT AS NOTED
- UTILITY POLE
- OH OVERHEAD UTILITY LINES
- OHV WATER VALVE
- SPOT ELEVATION



BID SET



DATE: 2/9/23	TIME: 4:26:19 PM	NO.	BY	DATE	REVISIONS:
SERVO: LAYOUT: TOPO					
PATH: P:\2283\228322-0000055.00\CADD\CIVIL					
DRAWING NAME: IPEXTO.DWG					
PAGE SETUP: 22x34_PDF					
DESIGNER: JCU	PROJ. MGR: REP				
CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.					

NIV5
BEYOND ENGINEERING

2109 W. BULLARD AVENUE, SUITE 145
FRESNO, CA 93711
559.6616220 TEL 559.6614440 FAX

FRESNO, CA 93711
WWW.NIV5.COM

MADERA COUNTY PUBLIC WORKS

AVENUE 12 AT 36 BUS STOPS (N/W & S/W CORNERS)

TOPOGRAPHIC SURVEY

PREPARED FOR: Engineering Services Division

DATE SUBMITTED: Feb 2023

SHEET NUMBER	C2
OF 11 SHEETS	
SCALE	N/A
VERTICAL: 1" = 20'	
HORIZONTAL: 1" = 20'	
JOB NUMBER	228322-0000055.00

ABBREVIATIONS

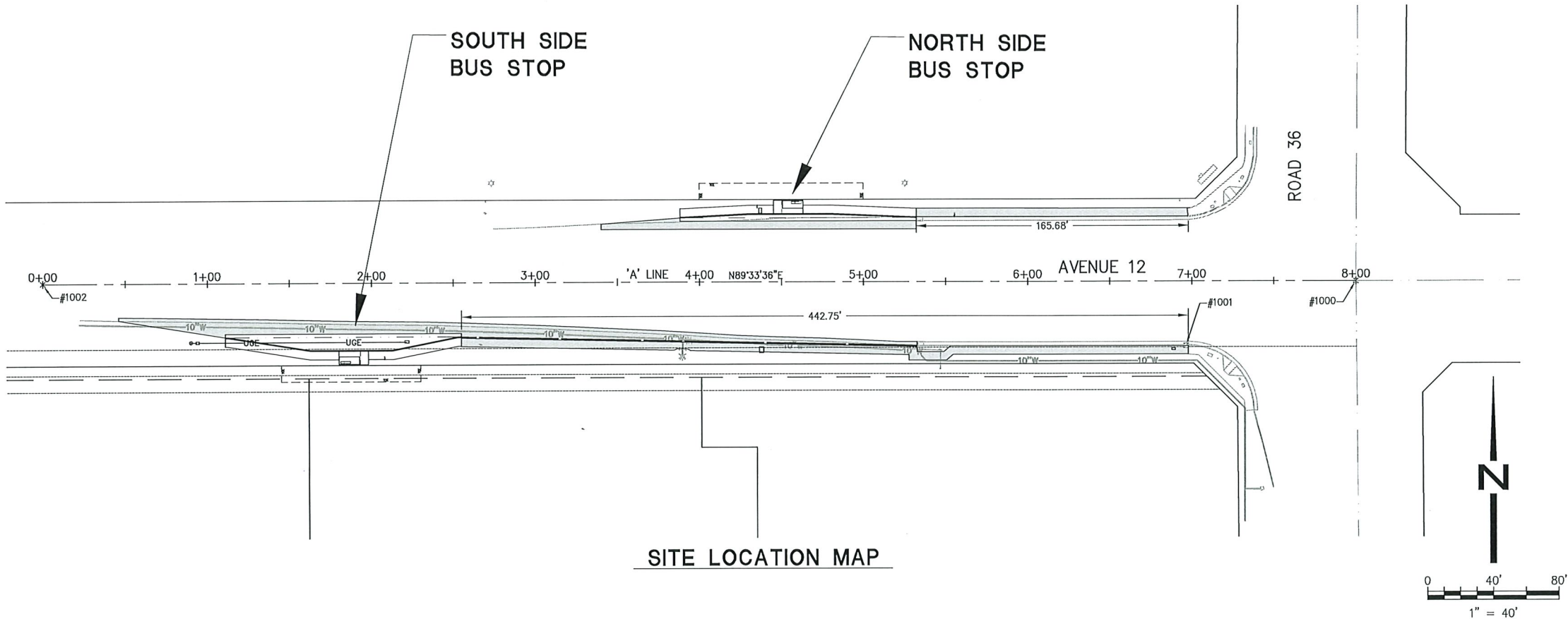
AB	AGGREGATE BASE	P/L	PROPERTY LINE
AC	ASPHALT CONCRETE	PT	POINT OF TANGENCY
Agg	AGGREGATE	Ret	RETAINING
ANG	ANGLE	R/W	RIGHT OF WAY
AP	ANGLE POINT	R OR Rt	RIGHT
BC	BEGIN CURVE	SEC	SECTION
BCR	BEGIN CURB RETURN	SG	SIGN
BEG	BEGINNING	ST	STRIPE
BOC	BACK OF CURB	Sta	STATION
BOT	BOTTOM	SW	SIDEWALK
BW	BACK OF WALK	TC	TOP OF CURB
C&G	CURB AND GUTTER	TCE	Temp CONSTRUCTION EASMENT
CL	CENTERLINE	W	WATER
CNC	CONCRETE	WV	WATER VALVE
COM	COMMUNICATION		
CONC	CONCRETE		
COR	CORNER		
CP	CONTROL POINT		
DI	DRAIN INLET		
(E)	EXISTING or EAST		
EC	END OF CURVE		
ECR	END OF CURB RETURN		
EG	EXISTING GRADE		
EP	EDGE OF PAVEMENT		
FG	FINISHED GRADE		
FL	FLOWLINE		
FH	FIRE HYDRANT		
GB	GRADE BREAK		
GP	GUARD POST		
LIP	LIP OF GUTTER		
LP	LIGHT POLE		
L OR Lt	LEFT		
MB	MAILBOX		
Min	MINIMUM		
Max	MAXIMUM		
N	NORTH		
NE	NORTHEAST		
OC	ON CENTER		
OH	OVERHEAD (UTILITY LINES)		
Ped	PEDESTRIAN		
PI	POINT OF INTERSECTION		

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED UPON THE CALIFORNIA COORDINATE SYSTEM OF 1983, CCS83, ZONE 3, (2017.50) NAVD88 IN ACCORDANCE WITH THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 8801-8819; SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE CALIFORNIA SPATIAL REFERENCE NETWORK.

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PK NAIL IN THE TOP OF THE CURB AT THE CORNER OF AVENUE 12 AND ROAD 36.
ELEVATION = 327.86

DATA SOURCES:
PM 4202 62MAPS116, MCR
AERIAL PHOTOGRAMETTRY 20221207
GROUND SURVEY 20221207

HORIZONTAL CONTROL POINT TABLE			
Point #	Raw Description	Northing	Easting
1000	NE Cor Sec 4-12/19	1,795,024.08	6,738,746.61
1001	TBM PK NAIL	1,794,984.08	6,738,643.36
1002	'A' LINE START (Calc)	1,795,017.95	6,737,946.64



BID SET

DATE: 2/9/23	TIME: 4:26:21 PM	NO.	BY	DATE	REVISIONS:
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DRAWING NAME: IPLM.DWG					
PAGE SETUP: 22x34_PDF					
DESIGNER: JCJ	PROJ. MGR: REP				
CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.					



N|V|5
BEYOND ENGINEERING

2109 W. BULLARD AVENUE, SUITE 146
559.8815220 TEL 559.8814440 FAX

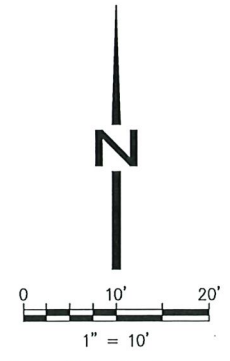
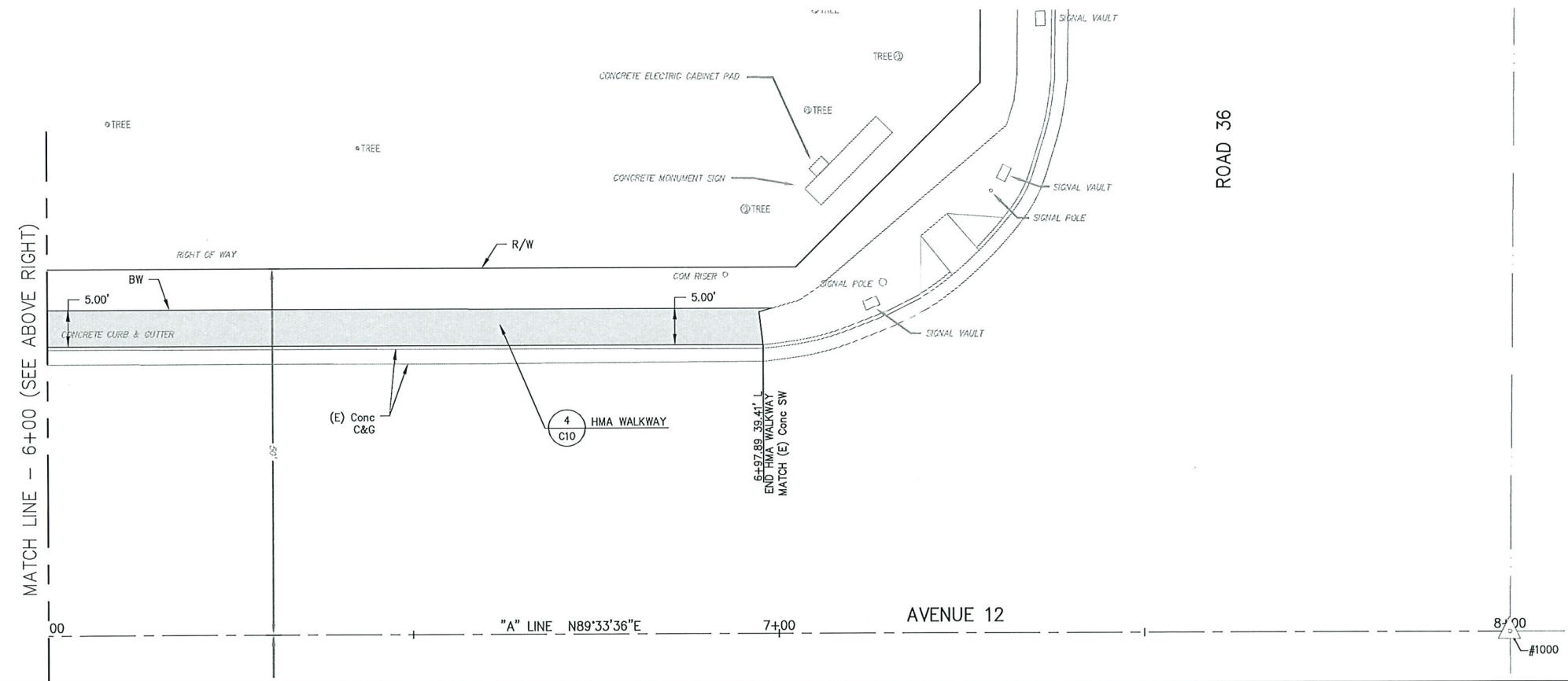
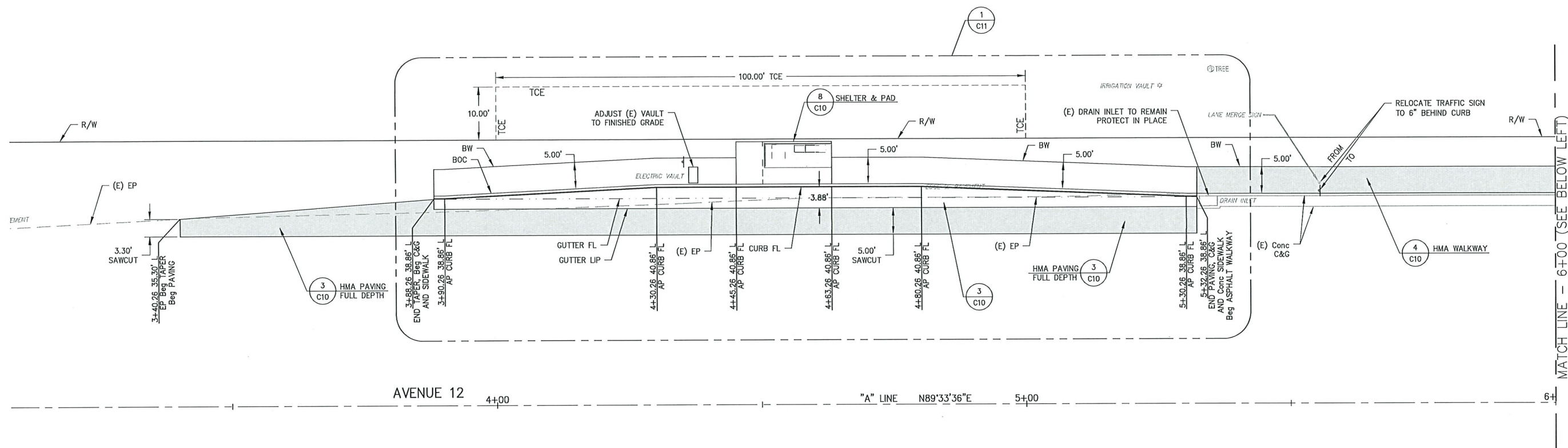
FRESNO, CA 93711
WWW.NV5.COM

MADERA COUNTY PUBLIC WORKS
AVENUE 12 AT 36 BUS STOPS (N/W & S/W CORNERS)
SITE LOCATION MAP, Horz CONTROL & ABBREVIATIONS

PREPARED FOR: Engineering Services Division

DATE SUBMITTED: Feb 2023

SHEET NUMBER	
C3	
OF	11 SHEETS
SCALE	
VERTICAL: N/A	HORIZONTAL: 1" = 40'
JOB NUMBER	
226322-0000055.00	

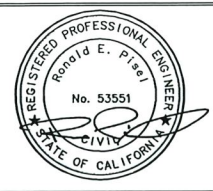


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DRAWING NAME: IPSP01.DWG	
PAGE SETUP: 22x34_PDF	
DESIGNER: JCJ	PROJ. MGR: REP

NO.	BY	DATE	REVISIONS:

CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.



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BEYOND ENGINEERING

2109 W. BULLARD AVENUE, SUITE 145
FRESNO, CA 93711
559.661.6220 TEL 559.661.4440 FAX
WWW.NIV5.COM

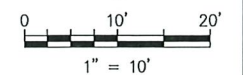
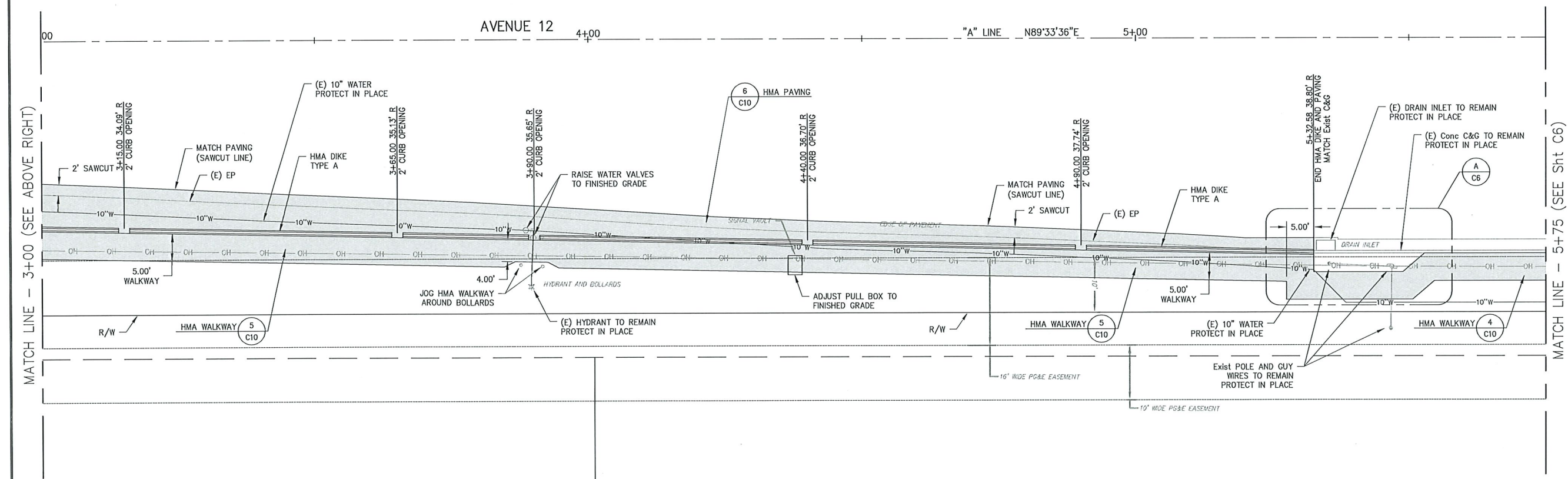
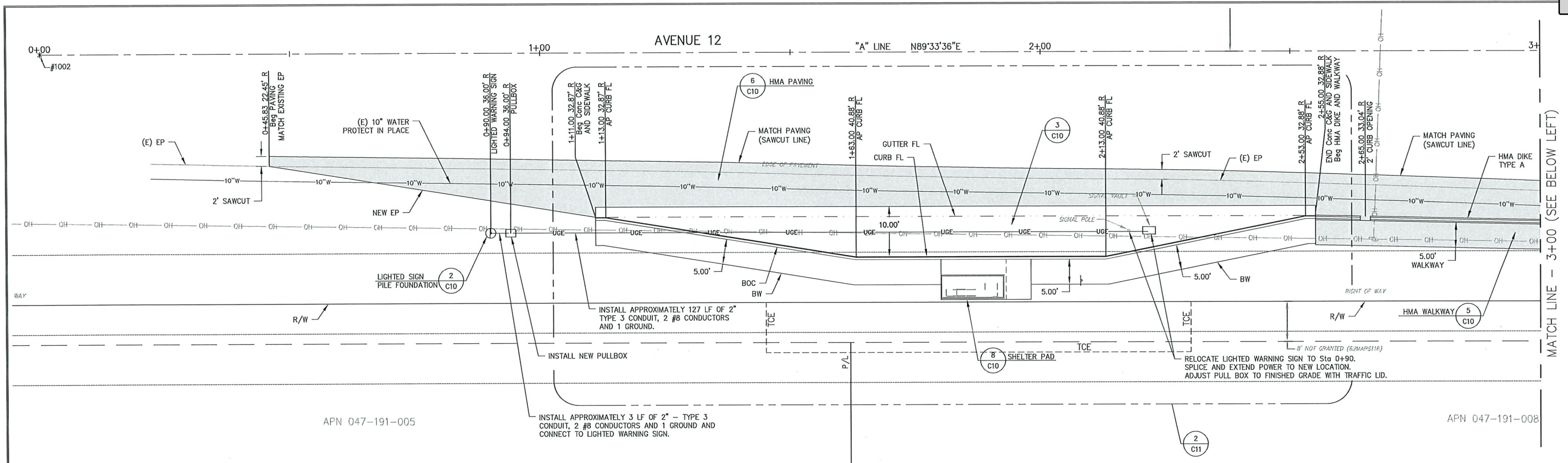
MADERA COUNTY PUBLIC WORKS
AVENUE 12 AT 36 BUS STOPS (N/W & S/W CORNERS)
SITE PLAN - NORTH SIDE

PREPARED FOR: Engineering Services Division

DATE SUBMITTED: Feb 2023

SHEET NUMBER	C4
OF 11 SHEETS	
SCALE	N/A
VERTICAL: N/A	HORIZONTAL: 1" = 10'
JOB NUMBER	226322-0000055.00

Attachment: Plans (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)



BID SET

DATE: 2/9/23	TIME: 4:28:23 PM	NO.	BY	DATE	REVISIONS:
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DRAWING NAME: IPSP02.DWG					
PAGE SETUP: 22x34_PDF					
DESIGNER: JCU PROJ. MGR: REP					
CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.					



2109 W. BULLARD AVENUE, SUITE 145
659.6616220 TEL 659.6614440 FAX

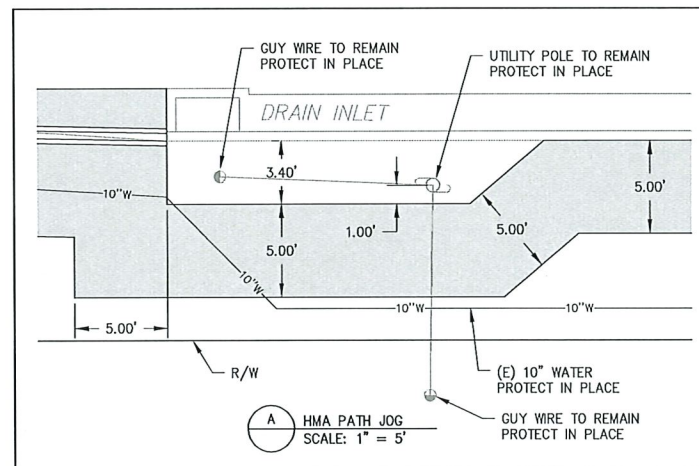
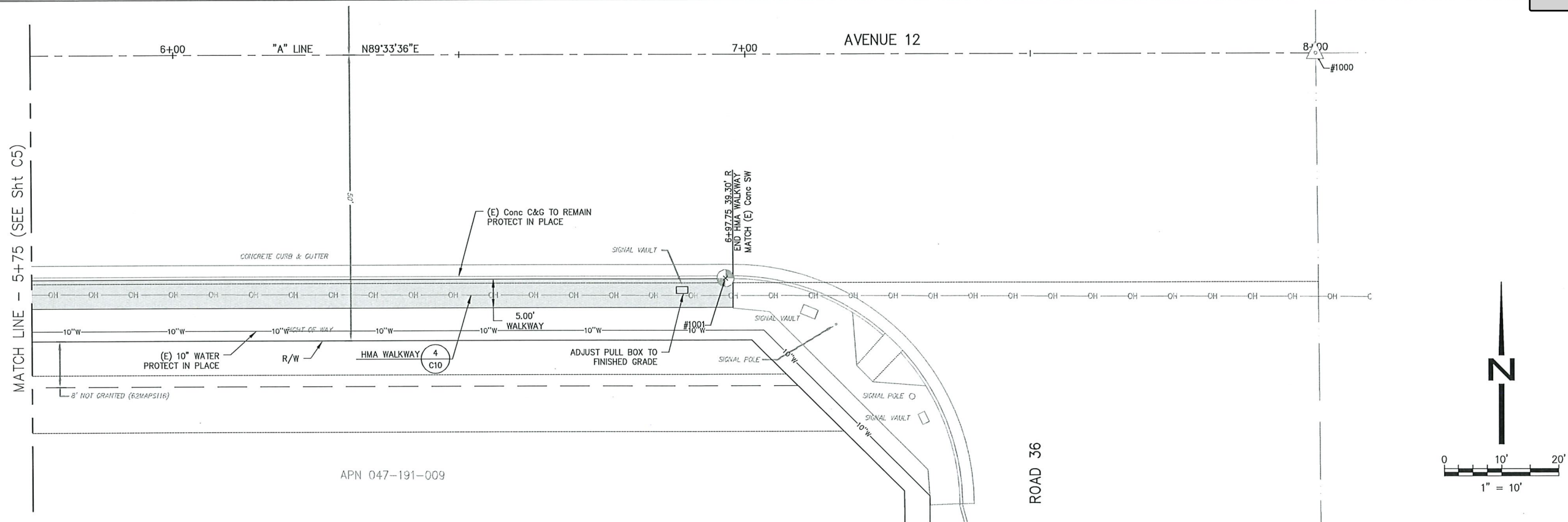
FRESNO, CA 93711
WWW.NV5.COM

MADERA COUNTY PUBLIC WORKS
AVENUE 12 AT 36 BUS STOPS (N/W & S/W CORNERS)
SITE PLAN - SOUTH SIDE

PREPARED FOR: Engineering Services Division

DATE SUBMITTED: Feb 2023

SHEET NUMBER	C5
OF 11 SHEETS	
SCALE	N/A
HORIZONTAL: 1" = 10'	
JOB NUMBER	226322-0000055.00



BID SET

DATE: 2/9/23	TIME: 4:26:24 PM	NO.	BY	DATE	REVISIONS:
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PATH: P:\226322-0000055.00\CADD\CIVIL					
DRAWING NAME: IPSP03.DWG					
PAGE SETUP: 22x34_PDF					
DESIGNER: JCJ	PROJ. MGR: REP				
CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.					



2109 W. BULLARD AVENUE, SUITE 145
FRESNO, CA 93711
559.661.6220 TEL 559.661.4440 FAX

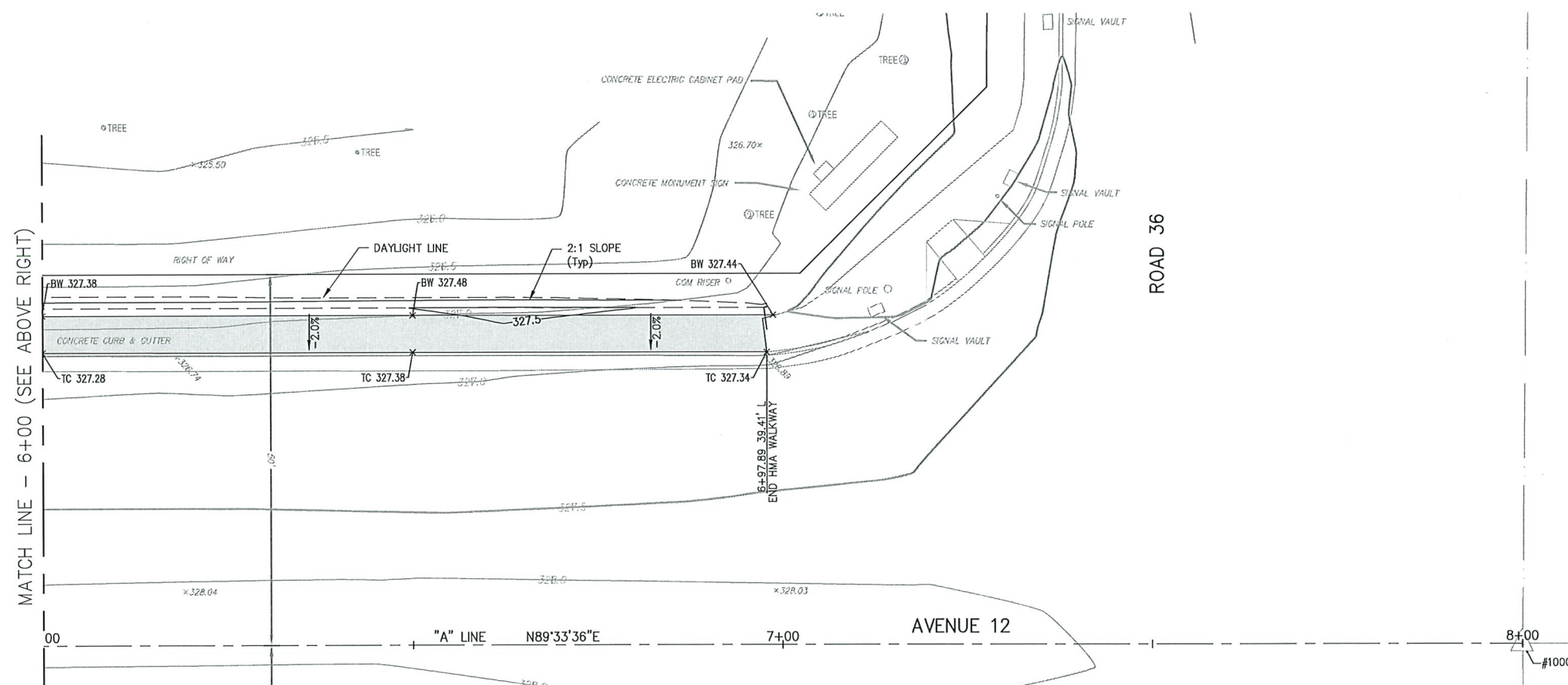
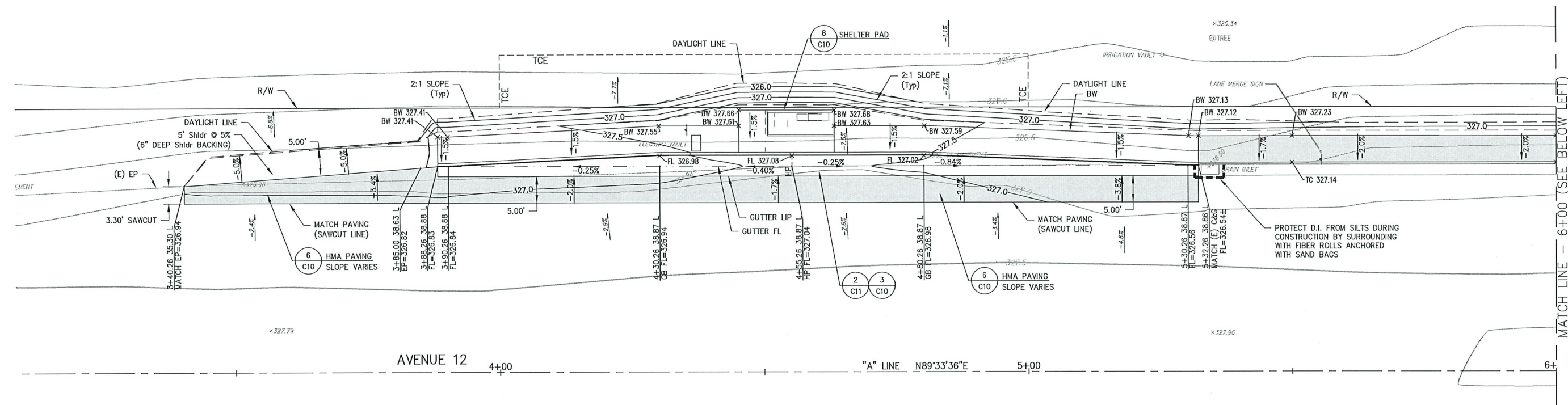
FRESNO, CA 93711
WWW.NIV5.COM

MADERA COUNTY PUBLIC WORKS
AVENUE 12 AT 36 BUS STOPS (N/W & S/W CORNERS)
SITE PLAN - SOUTH SIDE

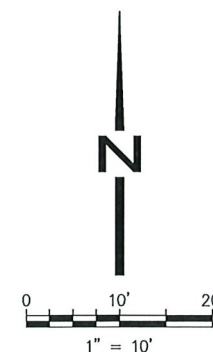
PREPARED FOR: Engineering Services Division

DATE SUBMITTED: Feb 2023

SHEET NUMBER	C6
OF 11 SHEETS	
SCALE	VERTICAL: N/A HORIZONTAL: AS NOTED
JOB NUMBER	226322-0000055.00



GRADING LEGEND	
	EXISTING GRADE SLOPE
	FINISHED GRADE SLOPE
	SPOT ELEVATIONS
	FG ELEVATION CONTOUR
	EG ELEVATION CONTOUR
	FIBER ROLL (INLET PROTECTION)



BID SET

DATE: 2/9/23	TIME: 4:26:26 PM
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DRAWING NAME: IPFG01.DWG	
PAGE SETUP: 22x34.PDF	
DESIGNER: JCJ	PROJ. MGR: REP
CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.	



NIVIS
BEYOND ENGINEERING

2109 W. BULLARD AVENUE, SUITE 145
FRESNO, CA 93711
559.861.6220 TEL 559.861.4440 FAX

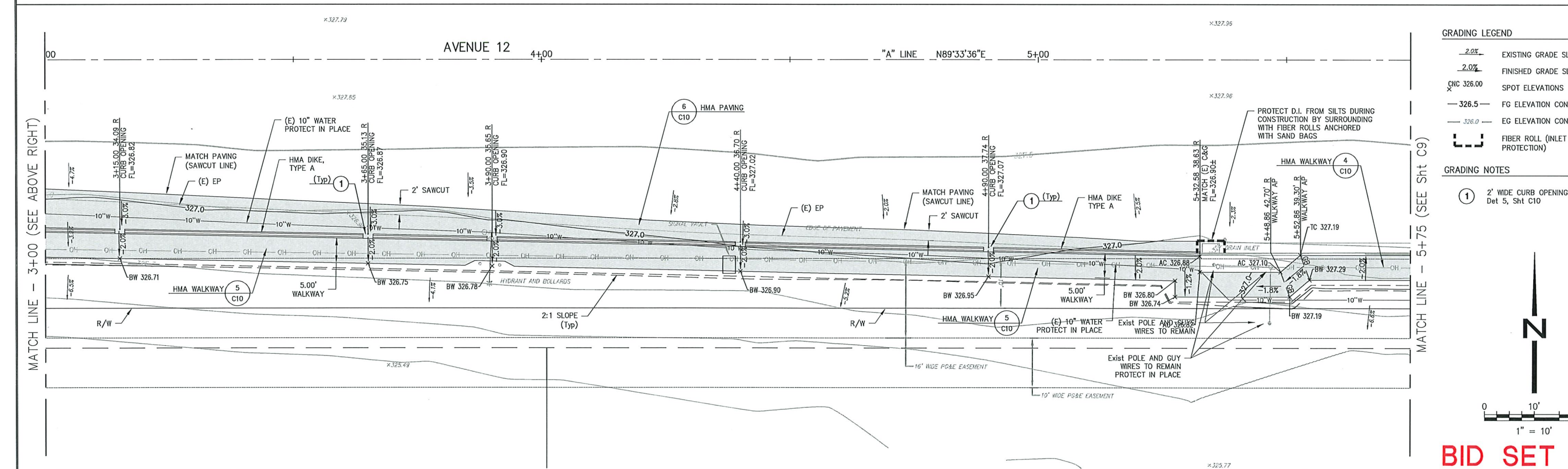
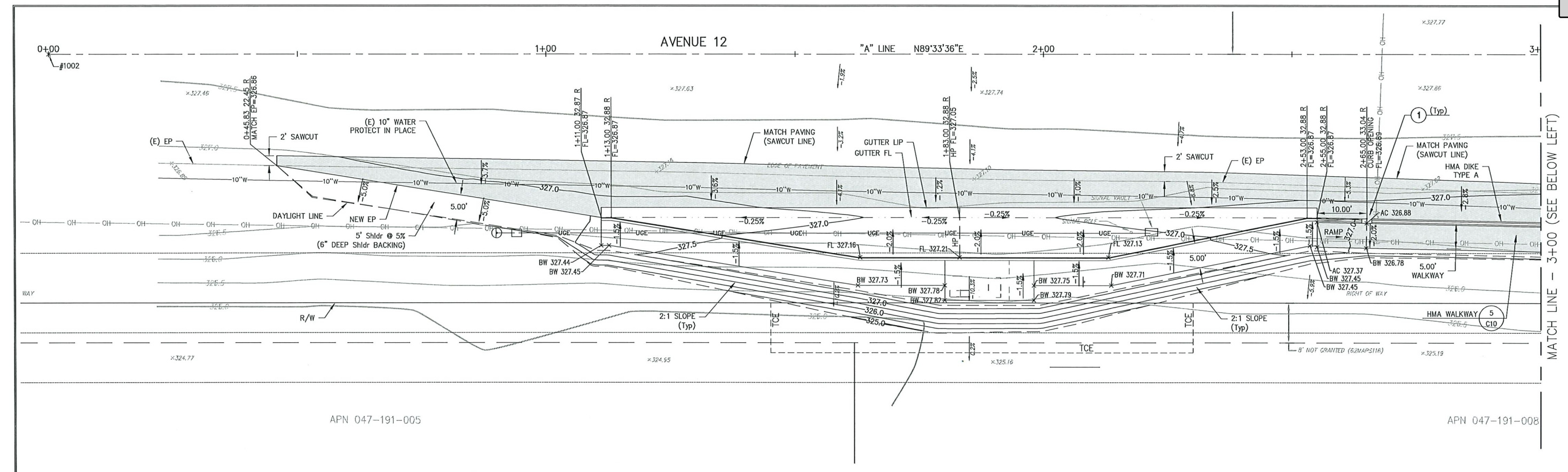
FRESNO, CA 93711
WWW.NIVIS.COM

MADERA COUNTY PUBLIC WORKS
AVENUE 12 AT 36 BUS STOPS (N/W & S/W CORNERS)
GRADING PLAN - NORTH SIDE

PREPARED FOR: Engineering Services Division

DATE SUBMITTED: Feb 2023

SHEET NUMBER	C7
OF	11 SHEETS
SCALE	N/A
VERTICAL:	1" = 10'
HORIZONTAL:	1" = 10'
JOB NUMBER	226322-0000055.00



GRADING LEGEND

2.0%	EXISTING GRADE SLOPE
2.0%	FINISHED GRADE SLOPE
CNC 326.00	SPOT ELEVATIONS
— 326.5 —	FG ELEVATION CONTOUR
— 326.0 —	EG ELEVATION CONTOUR
[Symbol]	FIBER ROLL (INLET PROTECTION)

GRADING NOTES

① 2' WIDE CURB OPENING. SEE Det 5, Sht C10



BID SET

DATE: 2/9/23	TIME: 4:28:28 PM
SERVICES: LAYOUT: GRADE SOUTH 1	
PATH: P:\228322\0000055.00\CADD\CIVIL	
DRAWING NAME: IPFG02.DWG	
PAGE SETUP: 22x34_PDF	
DESIGNER: JCJ	PROJ. MGR: REP

NO.	BY	DATE	REVISIONS:

CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.



NV5
BEYOND ENGINEERING

2109 W. BULLARD AVENUE, SUITE 145
FRESNO, CA 93711
568.6616220 TEL 568.6614440 FAX WWW.NV5.COM

MADERA COUNTY PUBLIC WORKS
AVENUE 12 AT 36 BUS STOPS (N/W & S/W CORNERS)
GRADING PLAN - SOUTH SIDE

PREPARED FOR: Engineering Services Division

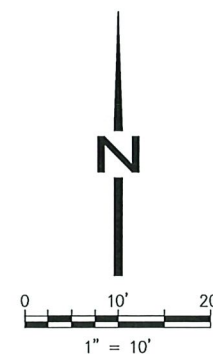
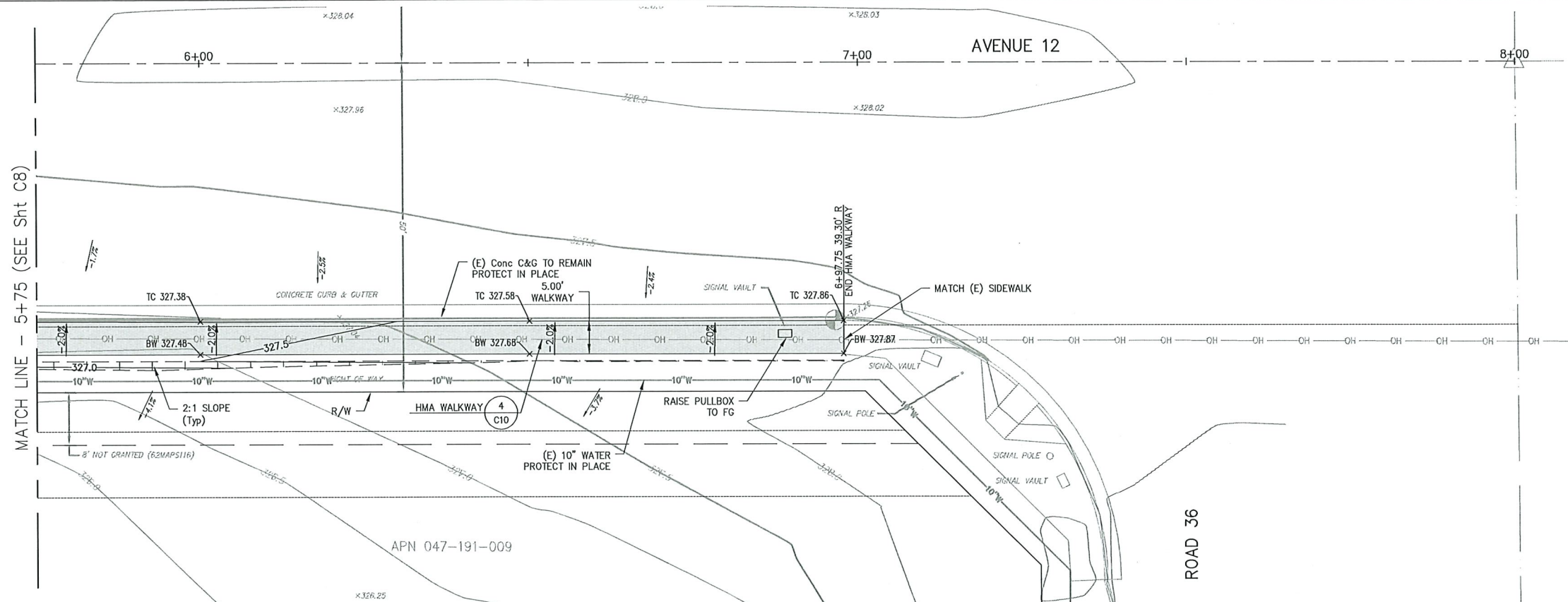
DATE SUBMITTED: Feb 2023

SHEET NUMBER
C8
OF 11 SHEETS

SCALE
VERTICAL: N/A
HORIZONTAL: 1" = 10'

JOB NUMBER
228322-0000055.00

Attachment: Plans (10050) : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)



BID SET

DATE: 2/9/23	TIME: 4:28:30 PM
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DRAWING NAME: IPEG03.DWG	
PAGE SETUP: 22x34_PDF	
DESIGNER: JCJ	PROJ. MGR: REP
CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.	



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FRESNO, CA 93711
559.6616220 TEL 559.6614440 FAX

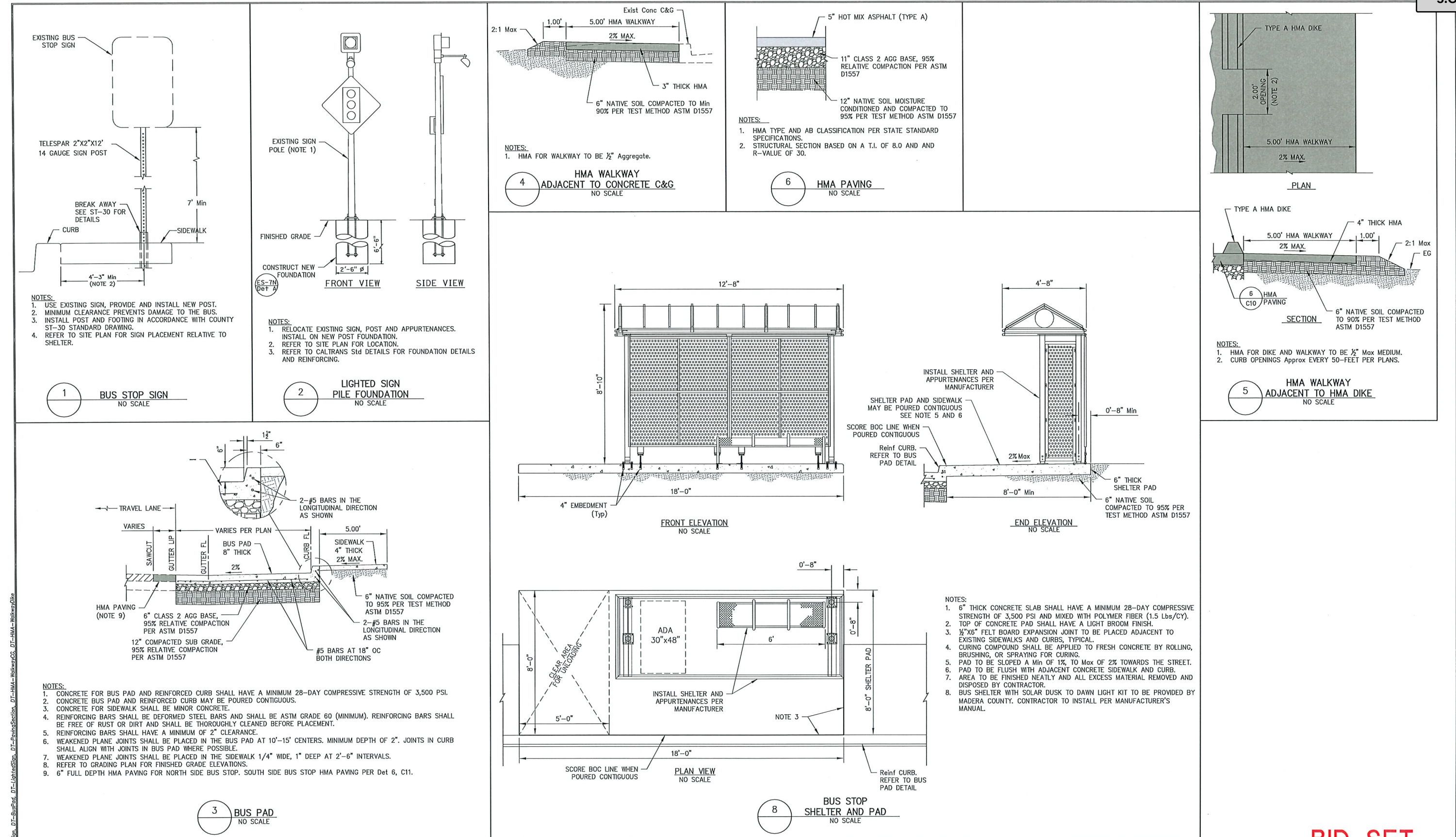
FRESNO, CA 93711
WWW.NIV5.COM

MADERA COUNTY PUBLIC WORKS
AVENUE 12 AT 36 BUS STOPS (N/W & S/W CORNERS)
GRADING PLAN - SOUTH SIDE

PREPARED FOR: Engineering Services Division

DATE SUBMITTED: Feb 2023

SHEET NUMBER	C9
OF 11 SHEETS	
SCALE	VERTICAL: N/A HORIZONTAL: 1" = 10'
JOB NUMBER	226322-0000055.00



BID SET

DATE: 2/9/23	TIME: 4:26:31 PM
SERIAL: LAYOUT: DETAIL 1	
PATH: P:\2263\226322-0000055.00\CADD\CIVIL	
DRAWING NAME: IPD01.DWG	
PAGE SETUP: 22x34_PDF	
DESIGNER: JCJ	PROJ. MGR: REP

NO.	BY	DATE	REVISIONS:

CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.



2109 W. BULLARD AVENUE, SUITE 145
FRESNO, CA 93711
559.661.6220 TEL 559.661.4440 FAX



FRESNO, CA 93711
WWW.NVI5.COM

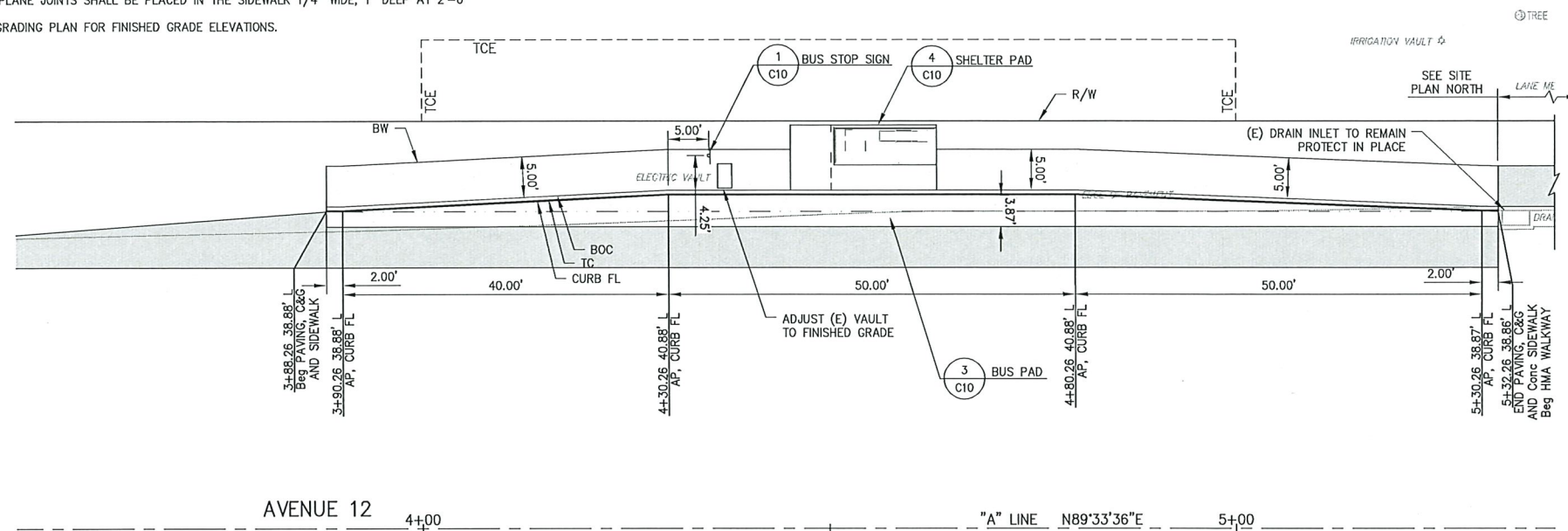
MADERA COUNTY PUBLIC WORKS AVENUE 12 AT 36 BUS STOPS (N/W & S/W CORNERS) DETAIL SHEET

PREPARED FOR: Engineering Services Division

DATE SUBMITTED: Feb 2023

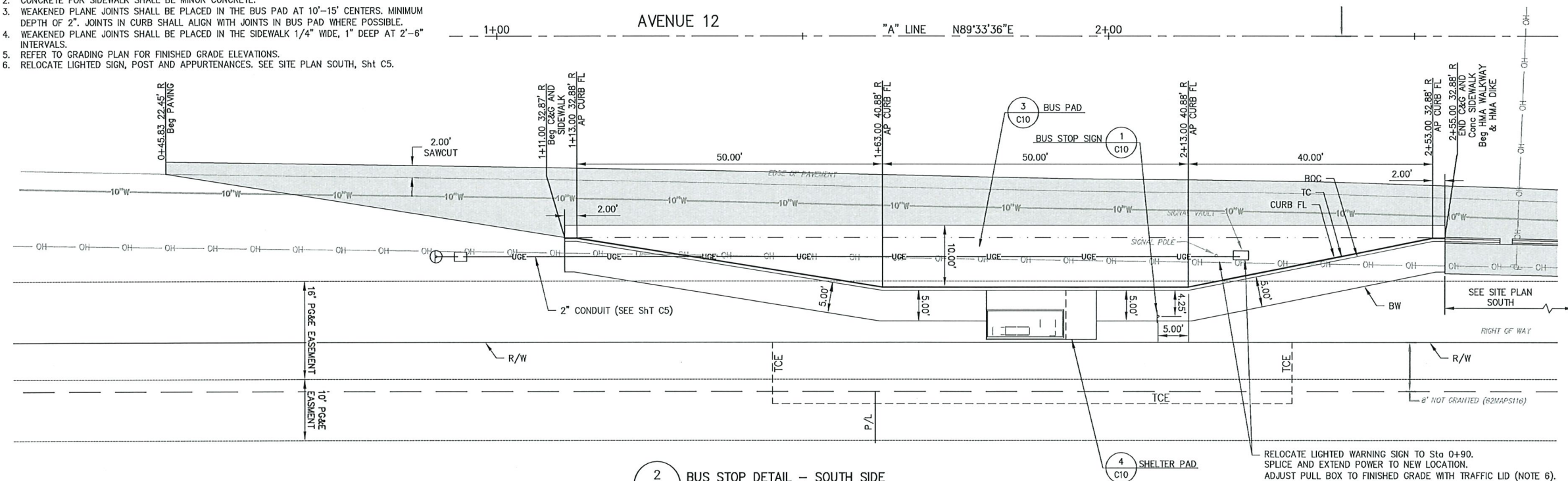
SHEET NUMBER	C10
OF	11 SHEETS
SCALE	VERTICAL: AS NOTED HORIZONTAL: AS NOTED
JOB NUMBER	226322-0000055.00

- NOTES:
1. CONCRETE BUS PAD AND REINFORCED CURB MAY BE POURED CONTIGUOUS.
 2. CONCRETE FOR SIDEWALK SHALL BE MINOR CONCRETE.
 3. WEAKENED PLANE JOINTS SHALL BE PLACED IN THE BUS PAD AT 10'-15' CENTERS. MINIMUM DEPTH OF 2". JOINTS IN CURB SHALL ALIGN WITH JOINTS IN BUS PAD WHERE POSSIBLE.
 4. WEAKENED PLANE JOINTS SHALL BE PLACED IN THE SIDEWALK 1/4" WIDE, 1" DEEP AT 2'-6" INTERVALS.
 5. REFER TO GRADING PLAN FOR FINISHED GRADE ELEVATIONS.



1 BUS STOP DETAIL - NORTH SIDE
SCALE: 1"=10'

- NOTES:
1. CONCRETE BUS PAD AND REINFORCED CURB MAY BE POURED CONTIGUOUS.
 2. CONCRETE FOR SIDEWALK SHALL BE MINOR CONCRETE.
 3. WEAKENED PLANE JOINTS SHALL BE PLACED IN THE BUS PAD AT 10'-15' CENTERS. MINIMUM DEPTH OF 2". JOINTS IN CURB SHALL ALIGN WITH JOINTS IN BUS PAD WHERE POSSIBLE.
 4. WEAKENED PLANE JOINTS SHALL BE PLACED IN THE SIDEWALK 1/4" WIDE, 1" DEEP AT 2'-6" INTERVALS.
 5. REFER TO GRADING PLAN FOR FINISHED GRADE ELEVATIONS.
 6. RELOCATE LIGHTED SIGN, POST AND APPURTENANCES. SEE SITE PLAN SOUTH, Sht C5.



2 BUS STOP DETAIL - SOUTH SIDE
SCALE: 1"=10'

BID SET

JACKSON
XREFS: 22x34, DT-BusStop-North, EXT, PRPW, DT-BusStop-South

DATE: 2/9/23 TIME: 4:28:32 PM
SERVER: LAYOUT: DETAIL 2
PATH: P:\2263\226322-0000055.00\CADD\CIVIL
DRAWING NAME: IFD02.DWG
PAGE SETUP: 22x34_PDF
DESIGNER: JCU PROJ. MGR: REP

NO.	BY	DATE	REVISIONS:



NV5
BEYOND ENGINEERING

2109 W. BULLARD AVENUE, SUITE 145
650.861.8220 TEL 650.861.4440 FAX

FRESNO, CA 93711
WWW.NV5.COM

MADERA COUNTY PUBLIC WORKS
AVENUE 12 AT 36 BUS STOPS (N/W & S/W CORNERS)
DETAIL SHEET

PREPARED FOR: Engineering Services Division

DATE SUBMITTED: Feb 2023

SHEET NUMBER C11	OF 11	SHEETS
SCALE VERTICAL: AS NOTED HORIZONTAL: AS NOTED	JOB NUMBER 226322-0000055.00	

CAUTION: The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of these plans.

MADERA COUNTY PUBLIC WORKS DEPARTMENT

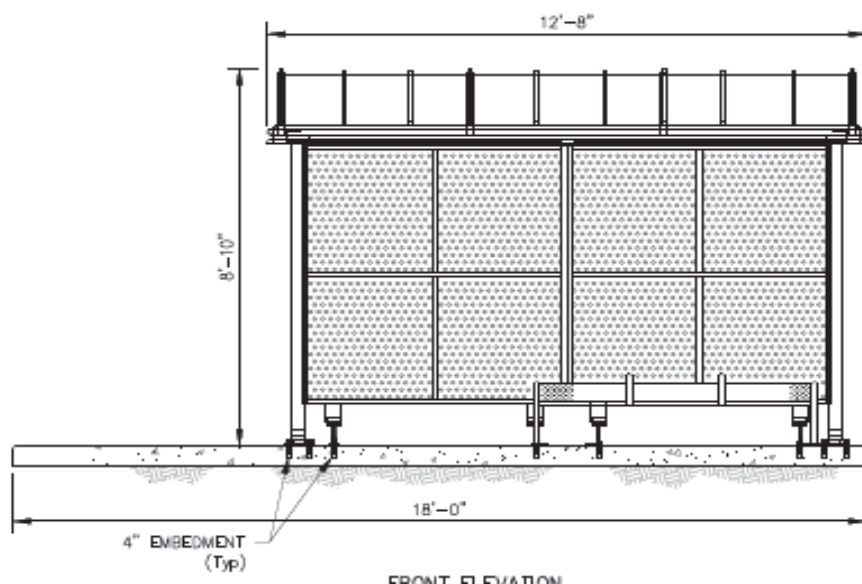
NOTICE TO BIDDERS & SPECIAL PROVISIONS

FOR CONSTRUCTION OF A BUS STOP WITH SHELTER ON AVENUE 12 AND
ROAD 36 ON THE NORTH AND SOUTH SIDE OF AVENUE 12 IN MADERA COUNTY

CONTRACT 23-01-PW

For use in connection with Standard Specifications Dated 2018 and Standard Plans Dated 2018 with the Revised Standard Specifications dated 10-15-21 of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

BIDS OPEN: June 28, 2023



Notice to Bidders:

1. Do not remove any item from this Bid Book, except where authorized.
2. Return This Bid Book with Bid.

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STANDARD PLAN LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)

EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
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ELECTRICAL SYSTEMS – LEGEND

RSP ES-1C	Electrical Systems (Legend and Abbreviations)
	ELECTRICAL SYSTEMS – SIGNAL AND LIGHTING STANDARD DETAILS
RSP ES-7N	Electrical Systems (Signal and Lighting Standard, Detail No. 2)
	ELECTRICAL SYSTEMS – PULL BOX
RSP ES-8B	Electrical Systems (Traffic Pull Box)
	ELECTRICAL SYSTEMS – SPLICE INSULATION METHODS, KINKING AND BANDING DETAILS
ES-13A	Electrical Systems (Splice Insulation Methods Details)
RSP ES-13B	Electrical Systems (Kinking and Banding Detail)

CONTRACT NO. 23-01-PW

These Special Provisions have been prepared by or under the direction of the following Registered Engineer(s).



Steve Deis, PE, GE
Registered Civil Engineer
License No. 59773 Exp. 12/31/23

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WARNING

**REMOVAL OF ANY
ITEM FROM THIS
BID BOOK
WILL
DISQUALIFY
YOUR BID**

*** EXCEPTION – FORMS: LIST OF SUBCONTRACTORS & BIDDERS LIST**

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**MADERA COUNTY
PUBLIC WORKS DEPARTMENT**

NOTICE TO BIDDERS

CONTRACT NO. 23-01-PW

Sealed proposals for the work specified in these Special Provisions titled:

**MADERA COUNTY PUBLIC WORKS DEPARTMENT
BUS STOP WITH SHELTER AT AVENUE 12 AND ROAD 36 ON
THE NORTH AND SOUTH SIDE OF AVENUE 12
IN MADERA COUNTY**

will be received at the Office of the Madera County Public Works Department, 200 W. 4TH Street, Madera California 93637 **until 2:00 PM on June 28, 2023**, at which time they will be publicly opened and read.

The work to be done consists of construction of two concrete pads for the installation of a premanufactured bus stop shelter, construction of retaining curbs, and removal of existing facilities to make room for these improvements within Madera County as shown on the Plans and in accordance with the 2018 State Standard Specifications, Revised Standard Specifications dated 10-15-21, and these Special Provisions.

All bid documents must be submitted with complete Bid Book & Plans at or before 2:00 pm on the specified Bid opening date.

Submit your bid with bidder's security equal to at least 10 percent of the bid in the form of cash, a cashier's check, a certified check, or a bidder's bond.

Question and Answer – Please submit technical questions in writing no later than **3:00 PM Friday June 16, 2023**, 8 days before the set date for bid opening. Questions received after 3:00PM June 16, 2023 will no longer be accepted. The reply will be in the form of an addendum if appropriate, a copy of which will be forwarded to known recipients. Answers to questions and/or addenda will be forwarded to known recipients **before 3:00 PM Friday June 23, 2023**. Technical questions should be directed to Monty Cox through email at monty.cox@maderacounty.com

The Madera County Public Works Department will **not** hold a **pre-bid** conference for this contract.

Bids are required for all the work described on a unit price basis.

Complete the work within 50 working days.

You must possess either a Class A license or a combination of Class C licenses which constitutes a majority of the work at the time this contract is awarded.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform work pursuant to Section 1725.5 . It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

This contract is subject to state contract nondiscrimination and compliance requirements according to Government Code, Section 12990.

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Plans, Special Provisions and proposal forms may be obtained for a **NONREFUNDABLE FEE OF \$27.00 PER SET** at the Madera County Public Works Department, 200 W 4th Street, Madera, CA 93637, Phone (559) 675-7811 and may be seen at the above office. Plans and Special Provisions are also available for viewing at the Central California Builders Exchange, and online at <http://madera-county.com/index.php/mainbidopportunities> under Public Works Department Bid Opportunities and the 'Public Works Department Projects' link.

The successful bidder shall furnish a payment bond and a performance bond.

The Madera County Public Works Department will affirmatively insure that Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation.

Prevailing Wages are required on this contract. The General Prevailing Wage Rates have been determined by the Director of the California Department of Industrial Relations. The General Prevailing Wage Rates for this project are available at the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. The Federal minimum wage rates for this project are determined by the United States Secretary of Labor and are available from the US Department of Labor on the Internet website <https://sam.gov/>. Copies of the Federal Wage Rates are included in the back of this book.

If necessary, addenda to modify the Federal minimum wage rates will be issued to holders of "Notice to Bidders & Special Provisions" books. Future effective general prevailing wage rates which have been determined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, you and your subcontractors will pay at least the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use, pay at least the Federal minimum wage rate which most closely approximates the duties of the employees in question.

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 service is available 24 hours a day, 7 days a week and is confidential and anonymous. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

MADERA COUNTY PUBLIC WORKS DEPARTMENT

Doug Wilson, P.E. _____
Road Commissioner

DATE _____

ITEM NO	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY
1	120090(S)	CONSTRUCTION AREA SIGNS	LS	1
2	120102	TRAFFIC CONTROL SYSTEM	LS	1
3	130100	JOB SITE MANAGEMENT	LS	1
4	130200	PREPARE WATER POLLUTION CONTROL PLAN	LS	1
5	130730	STREET SWEEPING	LS	1
6	160101	CLEARING AND GRUBBING	LS	1
7	190101	ROADWAY EXCAVATION	CY	734
8	192001 F	STRUCTURE EXCAVATION	CY	96
10	820610	RELOCATE SIGN AND POST	EA	1
11	820810	INSTALL NEW BUS STOP SIGN AND POST	EA	2
12	731510(S)	MINOR CONCRETE (REINFORCED CURB, GUTTER AND BUS PAD)	CY	41
13	731521	MINOR CONCRETE (SIDEWALK & SHELTER PAD)	CY	28
14	394073	HMA DIKE (TYPE A)	LF	278
15	872136	MODIFYING FLASHING BEACON SYSTEM	LS	1
16	390132	HOT MIX ASPHALT (TYPE "A")	TON	94
17	390132	HOT MIX ASPHALT (TYPE "A")	TON	58
18	390136	MINOR HMA	TON	36
19	375009	TACK COAT	TON	1
20	260203	AGGREGATE BASE (Class 2)	CY	130
21	190185	SHOULDER BACKING	TON	23
22	710214	ADJUST WATER VALVE TO GRADE	EA	1
23	152454	ADJUST ELECTRICAL VAULT TO GRADE	EA	4
24		INSTALL BUS STOP SHELTER AND BENCH	EA	2
25	130620	INLET PROTECTION	LS	1
26	066999	CONSTRUCTION SURVEYING	LS	1
27	999990	MOBILIZATION	LS	1

F = Final Pay Item

**MADERA COUNTY
PUBLIC WORKS DEPARTMENT**

SPECIAL PROVISIONS

For Contract No. 23-01-PW

AA

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the Standard Specifications. A main-section heading is a heading shown in the table of contents of the Standard Specifications.

Each special provision begins with a revision clause that describes or introduces a revision to the Standard Specifications as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the Standard Specifications for any other reference to a paragraph of the Standard Specifications.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
120090(S)	CONSTRUCTION AREA SIGNS	12
120102	TRAFFIC CONTROL SYSTEM	12
130100	JOB SITE MANAGEMENT	13
130200	PREPARE WATER POLLUTION CONTROL PLAN	13
130730	STREET SWEEPING	13
160101	CLEARING AND GRUBBING	16
190101	ROADWAY EXCAVATION	19
192001 F	STRUCTURE EXCAVATION	19
820610	RELOCATE SIGN AND POST	82
820810	INSTALL NEW BUS STOP SIGN AND POST	82
731510(S)	MINOR CONCRETE (REINFORCED CURB, GUTTER AND BUS PAD)	73
731521	MINOR CONCRETE (SIDEWALK & SHELTER PAD)	73
394073	HMA DIKE (TYPE A)	39
872136	MODIFYING FLASHING BEACON SYSTEM	87
390132	HOT MIX ASPHALT (TYPE "A")	39
390132	HOT MIX ASPHALT (TYPE "A")	39
390136	MINOR HMA	39
375009	TACK COAT	37
260203	AGGREGATE BASE (Class 2)	26
190185	SHOULDER BACKING	19
710214	ADJUST WATER VALVE TO GRADE	71
152454	ADJUST ELECTRICAL VAULT TO GRADE	15
	INSTALL BUS STOP SHELTER AND BENCH	

Attachment: Specifications (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

Bid Items and Applicable Sections

Item code	Item description	Applicable section
130620	INLET PROTECTION	13
066999	CONSTRUCTION SURVEYING	06
999990	MOBILIZATION	99

Add to section 1-1.07B:

Attorney-General: Madera County Counsel.

Authorized Facility Audit List: Caltrans' list of authorized facilities. For the Authorized Facility Audit List, go to the METS Web site.

Authorized Material List: Caltrans' list of authorized materials. For the Authorized Material List, go to the METS Web site.

Authorized Material Source List: Caltrans' developed list of authorized source materials. For the Authorized Material Source List, go to the METS Web site.

Board of Supervisors: The Board of Supervisors of the County of Madera. The governing board for the agency having jurisdiction over the work being done under this contract.

Caltrans: The State of California, Department of Transportation.

County: The Madera County in the State of California.

District Office: The County's Public Works Department.

METS: The Caltrans Materials Engineering and Testing Service.

Office Engineer: The Public Works Administrator of Madera County, State of California

State: Madera County including its agencies, departments or divisions whose conduct or action is related to the work, unless used to reference a State of California agency, form, document, or procedure.

California Test: Caltrans' developed test for determining work quality. For California Tests, go to the METS Web site.

Department: The Madera County Public Works Department.

Director: Chair of the Board of Supervisors

Engineer: The Director of Public Works of the Madera County Public Works Department, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Holiday: Holiday shown in the following table:

Holidays

Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1st
Martin Luther King, Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Winter Holiday	December 24th

Christmas Day

December 25th

If January 1st, July 4th, November 11th, December 24th, or December 25th falls on a Sunday, the Monday following is a holiday. If those dates fall on a Saturday, the preceding Friday is a holiday.

Labor Surcharge and Equipment Rental Rates: Caltrans publication that lists labor surcharge and equipment rental rates.

material source facility audit: Self-audit and a Caltrans audit evaluating a facility's capability to consistently produce materials that comply with Caltrans standards.

plans: Standard plans, revised standard plans, and project plans.

1. **standard plans:** The Caltrans 2018 Standard Plans

2. **revised standard plans:** New or revised Caltrans 2018 standard plans dated up to the date of the Revised Standard Specifications used for this project.

3. **project plans:** Drawings specific to the project, including authorized shop drawings.

specifications: Standard specifications, revised standard specifications, and special provisions.

1. **standard specifications:** The Caltrans 2018 Standard Specifications. These specifications are in a book titled Standard Specifications.

2. **revised standard specifications:** New or revised Caltrans 2018 Standard Specifications. These specifications are available from the State of California, Department of Transportation website at: https://dot.ca.gov/-/media/dot-media/programs/design/documents/rss_a04-16-21__2018_a11y.pdf.

special provisions: Specifications specific to the project. These specifications are in a section titled Special Provisions of a book titled Notice to Bidders and Special Provisions.

Structure Design: The Caltrans Office of Structure Design.

Replace the 1st sentence in section 1-1.08 with:

The Caltrans district composition and office addresses are as shown in the following table:

AA

2 BIDDING

Add to 2-1.03:

It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
None Available	No Supplemental Project Information Is Made Available

Add to the end of the 1st paragraph of section 2-1.10:

The Subcontractor List is provided in the Bid Book as *List of Subcontractors*. Another form may not be substituted.

Replace the 6th paragraph of 2-1.33A with:

Submit the completed *Bid Book* to the "Engineering" window at the Madera County Department of Public Works at 200 W. 4th Street, 3rd Floor, Madera, CA 93637 by 2:00 PM on the Bid Date shown on the cover of the *Notice to Bidders and Special Provisions*.

Add to 2-1.33A:

Submit an IRS Form W-9 with your bid.

Delete Item 5 in the second paragraph of 2-1.34

Delete the fourth paragraph of 2-1.34

Replace the last paragraph of 2-1.34 with:

Use the *Bidder's Bond* form in the Bid Book. No other form may be substituted.

Add 2-1.51:

2-1.51 NONCOLLUSION AFFADAVIT

To conform with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid Book. Signing the Proposal will constitute signature of the Noncollusion Affidavit.

Add Section 2-1.52:

2-1.52 BIDDERS LIST

All bidders who provide a proposal, bid, quote, or were contacted by the proposed prime are required to complete the Madera County Public Work Department's BIDDERS LIST form included in this proposal (Bidders List). This information is also required from the proposed prime contractor and must be submitted with their bid/proposal. The Madera County Public Works Department will use this information to maintain and update a "Bidders List" to assist in the overall annual DBE goal setting process. Failure to submit this information at the time of bid opening will be grounds for finding the bid or proposal nonresponsive.

Add Section 2-1.53:

2-1.53 DBE ADVISORY AVAILABILITY

The Madera County Public Works Department has not established a DBE Availability Advisory for this project. Bidders who obtain DBE participation on this project will assist the state in meeting its statewide overall DBE goal.

AA

3 CONTRACT AWARD AND EXECUTION

Replace the second paragraph of section 3-1.02A with:

For a unit-price-based bid, the Department compares bids based on the sum of the unit prices multiplied by the quantity of each item. Where there are discrepancies between the unit price multiplied by the quantity and the item total listed on the bid sheet, the unit price shall prevail.

Replace the text of section 3-1.02B with:

The Department breaks ties with a coin toss.

Replace section 3-1.04 with:

Submit any bid protest to the Department Project Manager.

Bid protests shall be addressed in accordance with County of Madera Ordinance Chapter 2.19 which can be found at the following link:

https://www.municode.com/library/ca/madera_county/codes/code_of_ordinances?nodeId=TIT2ADPE_CH2.19BIPRPR

If the Department awards the contract, the award is made to the lowest responsible bidder within 60 days after bid opening.

This award period will be extended if agreed upon by both the Department and a bidder in writing. After the award period is complete, if you have not requested an extension of the award period your bid becomes invalid and you are not eligible for award of the contract.

Replace 3-1.09 to 3-1.12 with:

3-1.09 – 3-1.12 RESERVED

Replace the 2nd paragraph of 3-1.18 with:

Deliver the executed contract documents to:

Jared Carter, Deputy Public Works Director
Madera County Public Works Department
200 W. 4th Street Madera, CA 93637

[illegible]

4 SCOPE OF WORK

AA

5 CONTROL OF WORK

Replace the 9th paragraph of 5-1.13A with:

Submit copies of at least two subcontracts and your subcontract with your surveyor. Submit copies of any additional subcontracts upon request.

Add to section 5-1-13A:

Pay subcontractors within 7 days of receipt of each progress payment in accordance with Section 7108.5 of the California Business and Professions Code unless a longer period is agreed to in writing.

Add to section 5-1.13B(1):

Use the forms from the Caltrans Local Assistance Procedures Manual for DBE Utilization and Participation.

Replace Section 5-1.24 of the RSS with:

Perform construction staking necessary to complete the work for the project. A land surveyor licensed to practice in the State of California must be in "responsible charge" of any surveying performed. "Responsible Charge" is defined in the California Business and Professions Code section 8703. Surveying will be conducted in compliance with Article 5 of Chapter 15 of the Business and Professions Code. Unless there is a bid item for Construction Survey, payment for this work is considered included in the various bid item prices and no additional compensation will be made.

Replace the 2nd paragraph of section 5-1.32 with:

If no Department-owned area is designated on the plans for your use, you may arrange for temporary storage with the Department.

Add to the end of section 5-1.32:

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

Add to of section 5-1.36A:

5-1.36A(1) Property Owner/Tenant Notification and Access

Notify all property owners adjacent to and affected by the work at least 5 working days in advance of beginning the work, indicating the work to be performed and the approximate length of time that the property owner or tenant will be affected by his operations. Provide a copy of all notices to the Department for their approval and records.

Access shall be provided to all businesses and residences at all times. Conduct operations to cause the least inconvenience to both vehicular and pedestrian access.

[illegible]

AA

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Replace 7-1.02D with:

7-1.02D Use of United States-Flag Vessels (Cargo Preference Act)

This project is subject to the Cargo Preference Act of 1954

You agree to-

1. Utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, 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.
2. Furnish within 20 days following the date of loading for shipments originating within the United State 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 (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract

Add to 7-1.02K(1):

When excavated material is disposed outside the project limits, the loading and hauling of the material is subject to the requirements of Labor Code section 1720.

These requirements apply whether or not the material is sold or donated.

Replace the 2nd paragraph of 7-1.02K(2) with:

The general prevailing wage rates determined by the Director of Industrial Relations are available at the Director of Industrial Relations website, <http://www.dir.ca.gov> . These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

Add to the end of 7-1.04:

Except for installing, maintaining and removing traffic control devices, whenever work is scheduled to be performed in the following areas, request to close the adjacent traffic lane at least 48 hours in advance of the work:

Approach Speed of Public Traffic (Posted Limit)	Work Areas
Over 45 Miles Per Hour	Within 6 ft. of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 ft. of a traffic lane but not on a traffic lane

The paragraph above does not apply if the work area is protected by permanent or temporary railing or barrier.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Replace all paragraphs of 7-1.09 with:

RESERVED

AA

8 PROSECUTION AND PROGRESS

AA

11 WELDING

AA

12 TEMPORARY TRAFFIC CONTROL

Add to section 12-4.02C(1):

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

AA

13 WATER POLLUTION CONTROL

Replace Section 13-5.04 with:

13-5.04 PAYMENT

The payment quantity for temporary soil stabilization bid items paid for by the area is the area measured parallel with the ground surface not including the additional quantity used for overlaps.

If there is no bid item for temporary soil stabilization, payment therefor is included in the bid item for prepare water pollution control program or in the bid item for prepare stormwater pollution prevention plan, as applicable.

Replace Section 13-6.04 with:

13-6.04 PAYMENT

The payment quantity for temporary sediment control bid items paid for by the length is the length measured along the centerline of the installed material.

The payment quantity, if any, for temporary fiber roll does not include the additional quantity used for overlaps.

The Department does not pay for the relocation of temporary drainage inlet protection during work progress.

If there is no bid item for installing or maintaining temporary sediment control, payment therefor is included in the bid item for prepare water pollution control program or in the bid item for prepare stormwater pollution prevention plan, as applicable.

Replace Section 13-7.03D with:

13-7.03D Payment

The Department does not pay for the relocation of temporary construction entrances or roadways during work progress.

If there are no bid items for installing or maintaining temporary construction entrances or roadways, payment is considered to be included in the bid item for prepare water pollution control program or in the bid item for prepare stormwater pollution prevention plan, as applicable.

AA

AA

[illegible][illegible]

AA

[illegible]

19 EARTHWORK

AA

20 LANDSCAPE

AA

21 EROSION CONTROL

AA

22 FINISHING ROADWAY

[illegible]

DIVISION IV SUBBASES AND BASES

[illegible]

23 GENERAL

AA

24 STABILIZED SOILS

AA

25 AGGREGATE SUBBASES

AA

26 AGGREGATE BASES

Add to section 26-1.02A with:

Aggregate Base shall be Class 2.

A A

27 CEMENT TREATED BASES

AA

[illegible][illegible]

AA

[illegible][illegible]

AA

[illegible][illegible]

Add to the table in the 1st paragraph of section 39-2.01A(4)(h)(iii)(B):

Coarse durability index	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater
Fine durability index	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater

Coarse durability index, D_c	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater
Fine durability index, D_f	AASHTO T 210	1 per 3,000 tons or 1 per paving day, whichever is greater

Coarse durability index, D_c (min)	AASHTO T 210	65
Fine durability index, D_f (min)	AASHTO T 210	50

For RAP substitution equal to or less than 15% moisture susceptibility (min, psi, dry strength)	AASHTO T 283	100
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Coarse durability index, D_c (min)	AASHTO T 210	65
Fine durability index, D_f (min)	AASHTO T 210	50

RAP must be within ± 3 of RAP percentage shown in your Contractor Job Mix Formula Proposal form without exceeding 10 percent.

AA

AA

27

AA

42 GROOVE AND GRIND CONCRETE

AA

43–44 RESERVED

AA

DIVISION VI STRUCTURES

AA

45 GENERAL

AA

46 GROUND ANCHORS AND SOIL NAILS

AA

47 EARTH RETAINING SYSTEMS

AA

48 TEMPORARY STRUCTURES

AA

49 PILING

AA

50 PRESTRESSING CONCRETE

AA

51 CONCRETE STRUCTURES

[illegible][illegible][illegible]

A A

[illegible][illegible]

AA

[illegible][illegible][illegible]

[illegible]

61 GENERAL

[illegible]

62–63 RESERVED

[illegible]

64 PLASTIC PIPE

AA

65 CONCRETE PIPE

AA

66 CORRUGATED METAL PIPE

AA

67 STRUCTURAL PLATE CULVERTS

AA

68 SUBSURFACE DRAINS

[illegible]

69 OVERSIDE DRAINS

[illegible]

70 MISCELLANEOUS DRAINAGE FACILITIES

[illegible]

71 EXISTING DRAINAGE FACILITIES

AA

DIVISION VIII MISCELLANEOUS CONSTRUCTION

AA

72 SLOPE PROTECTION

AA

73 CONCRETE CURBS AND SIDEWALKS

AA

74 PUMPING EQUIPMENT AND CONTROLS

AA

75 MISCELLANEOUS METAL

AA

76 WELLS

AA

77 LOCAL INFRASTRUCTURE

AA

78 INCIDENTAL CONSTRUCTION

AA

79 RESERVED

AA

80 FENCES

AA

DIVISION IX TRAFFIC CONTROL DEVICES

[illegible][illegible]

All relocated signs shall be constructed per Madera County Standard ST-30. Use metal poles on all signs to be relocated or reset.

AA

AA

AA

[illegible][illegible][illegible]

87-21.01A Submittals

Add to the end of section 87-21.03C:

Attachment: Specifications (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

- Attachment: Specifications (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)**

88 RESERVED

DIVISION XI MATERIALS

89 AGGREGATE

90 CONCRETE

91 PAINT

92 ASPHALT BINDERS

93 RESERVED

Packet Pg. 294

94 ASPHALTIC EMULSIONS

AA

95 EPOXY

A A

96 GEOSYNTHETICS

[illegible]

97-98 RESERVED

[illegible]

DIVISION XII BUILDING CONSTRUCTION

[illegible]

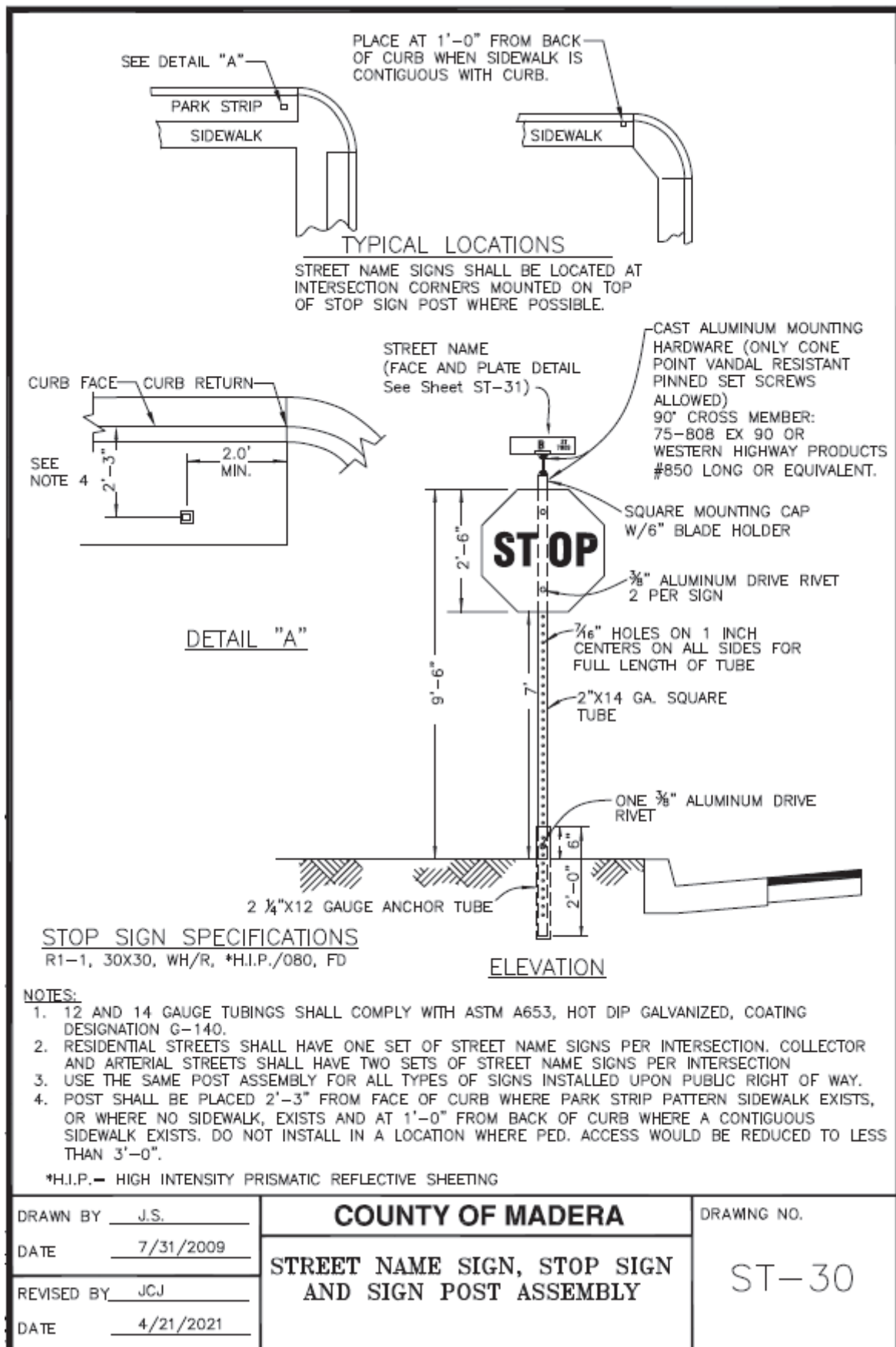
99 BUILDING CONSTRUCTION

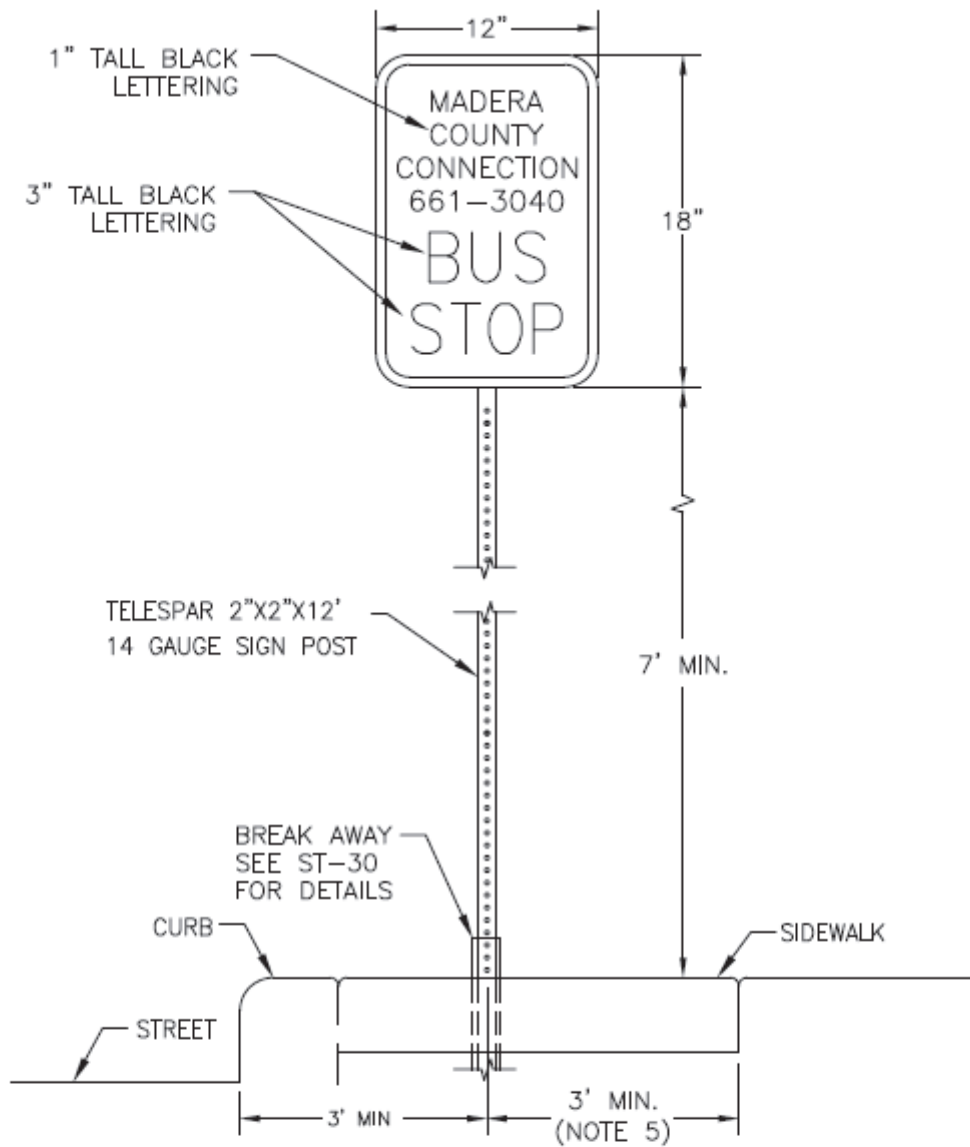
Add to Section 99:

Install the bus stop shelter and bench in accordance with the manufacturer's instructions. The instructions are available in the Information Handout.

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EXHIBITS



**NOTES:**

1. MINIMUM CLEARANCE PREVENTS DAMAGE TO THE BUS.
2. INSTALL POST AND FOOTING IN ACCORDANCE WITH COUNTY ST-30 STANDARD DRAWING.
3. REFER TO TR-1 FOR SIGN PLACEMENT RELATIVE TO SHELTER.
4. SIGN SHALL BE 12"x18" WITH WHITE RETROREFLECTIVE FILM AND BLACK LETTERING WITH A 3M#1160 GRAFFITI FILM APPLIED, OR APPROVED EQUAL.
5. WIDEN SIDEWALK TO ALLOW MIN. CLEARANCE PER ADA.

DRAWN BY <u>LA</u>	COUNTY OF MADERA	DRAWING NO.
DATE <u>12/8/2015</u>		
REVISED BY <u>JCJ</u>	BUS STOP SIGN	TR-4
DATE <u>5/20/2021</u>		

CONTRACT DOCUMENTS

**INCLUDE IN
BID BOOKS ONLY**

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PROPOSAL TO THE COUNTY OF MADERA

CONTRACT NO. 23-01-PW

NAME OF BIDDER _____

BUSINESS ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE ()

FAX NO: AREA CODE () _____

E-MAIL ADDRESS _____

CONTRACTOR'S LICENSE NO: _____

The work for which this proposal is submitted is for construction in accordance with the special provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto, the project plans described below, and also in accordance with the Department of Transportation Standard Specifications dated 2018 and Standard Plans Dated 2018 and the Revised Standard Specifications dated 10-15-21, the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates, as determined by the Department of Industrial Relations.

The project Special Provisions is entitled:

A BUS STOP WITH SHELTER ON AVENUE 12 AND ROAD 36 ON THE NORTH AND SOUTH SIDE OF AVENUE 12

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

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

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the County of Madera's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided. Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a

Attachment: Specifications (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

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dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

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

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfactory to the County of Madera within eight days, not including Sundays and legal holidays, after the bidder has received notice from the Department that the contract has been awarded, the County of Madera may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Madera.

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

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BID SHEET

Contract No. 23-01-PW
MADERA COUNTY PUBLIC WORKS DEPARTMENT
FOR CONSTRUCTION OF A BUS STOP WITH SHELTER ON AVENUE 12
AND ROAD 36 ON THE NORTH AND SOUTH SIDE OF AVENUE 12
IN MADERA COUNTY

BID SCHEDULE:

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	120090(S)	CONSTRUCTION AREA SIGNS	LS	1		
2	120102	TRAFFIC CONTROL SYSTEM	LS	1		
3	130100	JOB SITE MANAGEMENT	LS	1		
4	130200	PREPARE WATER POLLUTION CONTROL PLAN	LS	1		
5	130730	STREET SWEEPING	LS	1		
6	160101	CLEARING AND GRUBBING	LS	1		
7	192001	STRUCTURE EXCAVATION	CY	96		
8	190101	ROADWAY EXCAVATION	CY	734		
10	820610	RELOCATE SIGN AND POST	EA	1		
11	820810	INSTALL NEW BUS STOP SIGN AND POST	EA	2		
12	731510(S)	MINOR CONCRETE (REINFORCED CURB, GUTTER AND BUS PAD)	CY	41		
13	731521	MINOR CONCRETE (SIDEWALK & SHELTER PAD)	CY	28		
14	394073	HMA DIKE (TYPE A)	LF	278		
15	872136	MODIFYING FLASHING BEACON SYSTEM	LS	1		
16	390132	HOT MIX ASPHALT (TYPE "A") – ¾"	TON	94		
17	390132	HOT MIX ASPHALT (TYPE "A") ½" (Walkways)	TON	58		
18	390136	MINOR HMA	TON	36		
19	375009	TACK COAT	TON	1		
20	260203	AGGREGATE BASE (Class 2)	CY	130		
21	190185	SHOULDER BACKING	TON	23		
22	710214	ADJUST WATER VALVE TO GRADE	EA	1		
23	152454	ADJUST ELECTRICAL VAULT TO GRADE	EA	4		
24		INSTALL BUS STOP SHELTER AND BENCH	EA	2		

Attachment: Specifications (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

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Attachment: Specifications (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

25	130620	INLET PROTECTION	LS	1		
26	066999	CONSTRUCTION SURVEYING	LS	1		
27	999990	MOBILIZATION	LS	1		

TOTAL =	
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Attachment: Specifications (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

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Attachment: Specifications (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

Contract No. 23-01-PW

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.10, "Subcontractor List", of the Standard Specifications, Revised Specifications Revised Specifications and Section 2-1.01, "General", of these special provisions.

LIST OF SUBCONTRACTORS

Madera County, Public Works Department Project for a Bus Stop with Shelter on Avenue 12 and Road 36 on the north and south sides of Avenue 12 in Madera County.

The bidder shall list below the name and location of the place of business of each Subcontractor who will perform work or render services to the prime contractor in or about the construction of the work or improvement in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater in accordance with the requirements of Section 4100 to 4133 inclusive of the public contracts code.

Substituting a subcontractor in place of a subcontractor listed in the original bid without the County's approval or subcontracting work to which no subcontractor was designated in the original bid (and was required to be designated) or other subcontracting violations, may at the County's discretion, result in cancellation of the contract or a financial penalty.

Work to be Performed	Bid Item Number(s)	Percent of Bid Item	Name and Address of Subcontractor

(This page intentionally left blank)

LIST OF SUBCONTRACTORS (CONT'D)

Work to be Performed	Bid Item Number(s)	Percent of Bid Item	Name and Address of Subcontractor

Note: Do not list alternative subcontractors for the same work.

Prime Contractor: _____

Attachment: Specifications (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

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Attachment: Specifications (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

MADERA COUNTY PUBLIC WORKS DEPARTMENT BIDDERS LIST

Provide the following information for yourself and all contractors who provided a proposal, bid, quote, or were contracted by the you to propose on a portion of the work. Be sure to provide this information for your firm. It must be submitted with your bid. The Department will use this information to maintain and update a "Bidders List" to assist in the overall annual DBE goal setting process.

Firm Name: _____	Phone: _____				
Address: _____ _____	Fax: _____				
DIR#: _____					
CSLB Contractor's License #: _____					
Contact Person: _____	No. of years in business _____				
Email Address: _____					
Is the firm currently certified as a DBE by Cal Trans? _____ Yes _____ No					
Refer to the Contract Bid Items and note which item code(s) your firm will perform/provide.					
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

This form can be duplicated if necessary to report all bidders information.

Note: Remove this form from the
Bid Book and make copies.

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(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder ____has,____has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidder upon, Section 1101, with any public entity as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

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

Attachment: Specifications (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

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PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____ No _____

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

Public Contract Code 10232 Statement

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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NONCOLLUSION AFFIDAVIT

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

To the COUNTY OF MADERA PUBLIC WORKS DEPARTMENT.

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

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal

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DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

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CONTRACTOR'S AFFIDAVIT

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH (\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

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

IMPORTANT NOTICE

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

Licensed in conformance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA -

This Proposal is submitted with respect to the changes to the contract included in addenda number/s _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

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CONTRACT (INFORMATION ONLY)**COUNTY OF MADERA****PUBLIC WORKS DEPARTMENT****CONTRACT NO. 23-01-PW**

THIS AGREEMENT, made and concluded in triplicate, _____ between the County of Madera, by the Chairman of the Madera County Board of Supervisors, party of the first part, and
FOR INFORMATION ONLY

*NOT TO BE COMPLETED**WITH BID*(Contractor).

ARTICLE I. WITNESSETH, That for and in consideration of the payments and agreements hereinafter mention, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these present, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Madera County Public Works Department, the work described in the Special Provisions hereto annexed and the project plans described below, and also in accordance with the Department of Transportation Standard Specifications dated 2018 and Standard Plans, dated 2018 Standard Specifications, and the Revised Specifications dated October 15, 2022, the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates, as determined by the Department of Industrial Relations, which said Special Provisions, project plans, Standard Plans, Standard Specifications, Revised Specifications Labor Surcharge and Equipment Rental Rates, and General Prevailing Wage Rates are hereby specially referred to and by such reference made a part hereof.

The project Special Provisions for the work to be done were approved and entitled:

**BUS STOP WITH SHELTER ON AVENUE 12
 AND ROAD 36 ON THE NORTH AND SOUTH SIDE OF AVENUE 12
 IN MADERA COUNTY**

ARTICLE II. The County hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of their respective duties as set forth in said Contract Documents.

ARTICLE III. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

Attachment: Specifications (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

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ARTICLE IV. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work pursuant to the Contract Documents.

ARTICLE V. Contractor hereby agrees to receive and accept the bid price as full compensation for furnishing all materials and for doing all the work contemplated and embraced in the Contract Documents; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Madera County Public Works Department, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents.

ARTICLE VI. Any reference in the Contract Documents to the "State" shall be deemed to include the County.

ARTICLE VII. In any legal action to enforce the terms of this Contract or remedy for the breach thereof, the prevailing party shall be entitled to an award of its attorney's fees and costs.

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Attachment: Specifications (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

IN WITNESS WHEREOF the foregoing agreement is executed on the date and year first above-written.

COUNTY OF MADERA



By _____
 Chairman, Madera County
 Board of Supervisors
 Approved Effective Date _____

RECOMMENDED AND APPROVED
 AS TO CONTENT:

Madera County Public Works Department

By _____

 FIRM'S NAME

ATTEST:

 Clerk, Board of Supervisors

 Type of Entity (corporation, partnership,
 individual, etc.)

 (Signature)

APPROVED AS TO LEGAL FORM:
 COUNTY COUNSEL

 (Typed Name)

By _____

 Title of Individual Executing
 document on behalf of Firm
 "Contractor"

ACCOUNT NUMBER

NOTICE: CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY CONTRACTOR'S STATE LICENSE BOARD. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THAT BOARD, WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD 1020 "N" STREET, SACRAMENTO, CA 95814.

Attachment: Specifications (10050 : Contract to Harris Development Corp. for the construction of a Bus Stop with Shelter on the North)

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Madera County
PUBLIC WORKS DEPARTMENT

BIDDER'S BOND

We, _____

Principal, and _____ as

as surety are bound unto the MADERA COUNTY PUBLIC WORKS DEPARTMENT hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the principle submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the principal is submitting a bid to the Obligee, for _____
(Copy here the exact description of work, including
location, as it appears in the proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of opening)

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid. And files two bonds with Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney fee to be fixed by the court.

Dated: _____, 20_____.

Principal

Surety
By: _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of _____ SS

On this _____ day of _____ in the year _____ before me
_____, personally appeared

Attorney-in-fact
Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of

_____ and acknowledge to me that he (she) subscribed the name of the said company thereto as surety and his (her) own name as attorney-in-fact.

(SEAL)

Notary Public

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INFORMATION HANDOUT

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BUS STOP SHELTER AND BENCH MANUFACTURER'S INSTALLATION INSTRUCTIONS

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BOARD OF SUPERVISORS COUNTY OF MADERA

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5.P

AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT Office of Sheriff-Coroner's		DEPARTMENT CONTACT Whitney Cox 559-675-7700		AGENDA ITEM 5.P	
SUBJECT: Drought Reaffirmation		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 9193	DATE REC'D	
STRATEGIC FOCUS AREA(S): Focus Area Not Defined (Explain)					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? N/A Will this item require additional personnel? No Previous Relevant Board Actions: RES NO. 2015-087 PowerPoint/Supporting Documents: Other/Misc.			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration to reaffirm Resolution No. 2015-087 proclaiming a Local Emergency created by the severe drought conditions that exist in the County and throughout the State.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

Discussion:

On January 17th, 2014 Governor Brown declared a statewide drought emergency because of the record dry conditions in 2014. Most reservoirs and rivers were at all-time low. The drought progressed through 2016 and saw a slight recovery in 2017. With funds from CAL-OES, Sheriff's OES and Madera County Community Action Partnership provided drinking water and bulk water to those residence needing assistance. Sheriff's OES and CAL-OES was recommending proclamation be extended while using funds to support household dry wells.

In 2018, the household drinking water program was changed from disaster funding to a streamlined grant program. Again, Sheriff's OES and CAL-OES was recommending proclamation be extended while using the new funding source.



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The streamlined program ended in September of 2020. The state began provide funds to Self-Help Enterprises. Self-Help Enterprises is currently providing low interest loans to those in need.

The County has already begun to feel the effects of this new round of drought. County Staff has already taken actions such as forming a Drought Working Group and Water Conservation Measures on County Run Systems.

These conditions presented urgent problems to both urban and rural communities constituting health hazards, stressed already low ground water supplies, increased fire danger, and severe economic impact on the agriculture industry. All of these factors resulted in a huge negative impact on the citizens of Madera County.

Since we are entering into a new state proclaimed disaster due to drought, it is recommended that Your Board reaffirm the proclamation. The Resolution must be reaffirmed every 30 days pursuant to California Government Code Section 8630.

ATTACHMENTS

1. RESOLUTION NO. 2015-087

History:

01/24/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 02/07/23
02/07/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 03/07/23
03/07/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 04/04/23
04/04/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/09/23
05/09/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 05/16/23
05/16/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 06/13/23
06/13/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 07/11/23
07/11/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/08/23
08/08/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/15/23
08/15/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 09/12/23
09/12/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 10/03/23

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of	)	Resolution No.: <u>2015 - 087</u>
	)	
BOARD OF SUPERVISORS	)	A RESOLUTION PROCLAIMING THE
	)	EXISTENCE OF A LOCAL DROUGHT
	)	EMERGENCY IN MADERA COUNTY
	)	

WHEREAS, agriculture is a critical component of the economy of Madera County, thus rendering its economy vulnerable to drought; and,

WHEREAS, the state's water supplies have dipped to alarming levels, indicated by: snowpack in California's mountains is approximately five percent (05%) of the normal average for this year; California's largest water reservoirs have very low water levels for this time of year; California's major river systems, including the Sacramento and San Joaquin rivers, have significantly reduced surface water flows; and groundwater levels throughout the State have dropped significantly; and,

WHEREAS, dry conditions and lack of precipitation present urgent problems, including: drinking water supplies are at risk; fewer crops can be cultivated; heightened unemployment and economic hardship can occur; animals and plants that rely on California's lakes, rivers, and streams will be threatened; and the risk of wildfire across the state is greatly increased; and,

WHEREAS, extremely dry conditions have persisted since 2012 and may continue beyond this year and more regularly into the future; and

WHEREAS, the U.S. Department of Agriculture on June 17, 2015, designated 57 counties in California, including Madera County, as primary natural disaster areas due

to the recent drought; and,

WHEREAS, the Governor of California declared on January 17, 2014, that a state of emergency exists in the State of California due to current drought conditions; and,

WHEREAS, local resources are, or are likely to be, inadequate to cope with the effects of this emergency, and the combined forces of the State of California, the political subdivisions of the State of California, and the federal government are necessary to assist the County of Madera to combat the effects of this emergency; and,

WHEREAS, the Board of Supervisors of the County of Madera does hereby find that conditions of extreme peril to the safety of persons and property have arisen within the County of Madera caused by the drought, and therefore necessitates the proclamation of the existence of a local emergency.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Madera, State of California, that:

1. A local drought emergency now exists in Madera County.
2. The Sheriff/Director of Emergency Services is hereby designated as the local Hazard Mitigation Coordinator of the County of Madera for the purposes of assessing damage within the County of Madera and consulting with federal and state survey teams about hazard mitigation actions.
3. The Sheriff/Director of Emergency Services, and the Auditor-Controller, are hereby designated as the authorized representatives for disaster assistance of the County of Madera for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

4. Copies of this Resolution be sent immediately to the Governor and to the State Office of Emergency Services.
5. The Board of Supervisors of the County of Madera review the need for continuing the state of local emergency at each regularly scheduled meeting after the date of the Resolution, as required by Section 8630 of the California Government Code, but in no event shall more than thirty (30) days pass between meetings for purposes of reviewing the state of local emergency.

* * * * *

The foregoing Resolution is adopted this 7th day of July, 2015, by the following vote:

Supervisor Frazier voted:

yes

Supervisor Rogers voted:

yes

Supervisor Farinelli voted:

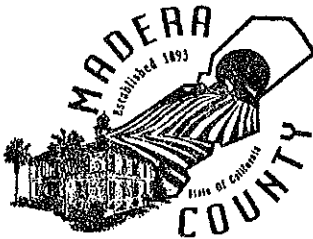
yes

Supervisor Rodriguez voted:

yes

Supervisor Wheeler voted:

yes



David B. Rogers
Chairman, Board of Supervisors

ATTEST:

Janice A. Boyd
Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By Heucke

S:\County Counsel\Board of Supervisors\Resolutions\Drought Proclamation.doc



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5.Q

AGENDA ITEM SUBMITTAL

October 3, 2023
Chairman David Rogers

DEPARTMENT Office of Sheriff-Coroner's		DEPARTMENT CONTACT Tyson Pogue 559-675-7700		AGENDA ITEM 5.Q	
SUBJECT: Local Emergency - Fork Fire		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 9196	DATE REC'D	
STRATEGIC FOCUS AREA(S): Public Safety					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: RES NO. 2022-137 PowerPoint/Supporting Documents: Resolution			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration to reaffirm Resolution No. 2022-137 of the Board of Supervisors of Madera County ratifying and extending the Declaration of a Local Emergency (Fork Fire).

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

See Resolution attached.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

- Focus Area 3: Public Safety

ATTACHMENTS

1. RES NO. 2022-137

History:



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01/24/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 02/07/23
02/07/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 03/07/23
03/07/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 04/04/23
04/04/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/02/23
05/02/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/16/23
05/16/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 06/13/23
06/13/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 07/11/23
07/11/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/08/23
08/08/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/15/23
08/15/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 09/12/23
09/12/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 10/03/23

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of

BOARD OF SUPERVISORS

) Resolution No.: 2022 - 137
)
) A RESOLUTION OF THE BOARD OF
) SUPERVISORS OF MADERA COUNTY
) RATIFYING AND EXTENDING THE
) DECLARATION OF A LOCAL
) EMERGENCY (FORK FIRE)
)
)

WHEREAS, California Government Code section 8630 and Madera County Code Chapter 2.78 empowers the Director of Emergency Services/Sheriff to proclaim a local emergency when the County of Madera is affected or likely to be affected by the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons within the County; and

WHEREAS, on September 12, 2022, the Director of Emergency Services/Sheriff declared a local emergency based on an imminent and proximate threat to public safety in Madera County caused by the Fork Fire (the September 12, 2022 proclamation is attached hereto as Exhibit A); and

WHEREAS, under Government Code section 8630, the local emergency shall not remain in effect for more than seven (7) days unless ratified by the Board of Supervisors; and

WHEREAS, the Board of Supervisors hereby finds that there continues to exist an imminent and proximate threat to public health and safety from the Fork Fire in Madera County for the reasons set for in Exhibit A; and

Attachment: RES NO. 2022-137 (9196 : Local Emergency - Fork Fire)

WHEREAS, conditions of disaster or of extreme peril to the safety of persons within the County of Madera have arisen within the County caused by the threatened spread of the Fork Fire, and the conditions warrant and necessitate proclaiming the continued existence or threatened existence of a local emergency.

NOW, THEREFORE, the Board of Supervisors of the County of Madera resolves as follows:

1. The local emergency declared on September 12, 2022, by the Director of Emergency Services/Sheriff is hereby ratified.

2. The need for continuing this local emergency and local health emergency shall be reviewed as required by Government Code section 8630 and the Board of Supervisors shall proclaim the termination of this local emergency and local health emergency at the earliest possible date that conditions warrant.

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* * * * *

The foregoing Resolution was adopted this 13th day of September 2022, by the following vote:

Supervisor Frazier voted:

yes

Supervisor Rogers voted:

yes

Supervisor Poythress voted:

yes

Supervisor Gonzalez voted:

yes

Supervisor Wheeler voted:

yes



[Signature]
Chairman, Board of Supervisors

ATTEST:

[Signature]
Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

Wiley R.

Driskill

Wiley R. Driskill

Digitally signed by: Wiley R. Driskill
DN: CN = Wiley R. Driskill email =
wdriskill@lozanosmith.com C = US
O = Lozano Smith
Date: 2022.09.12 17:24:58 -07'00'

EXHIBIT "A"



OFFICE OF THE SHERIFF

Tyson J. Pogue, Sheriff-Coroner

DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, Section 8630 of the Government Code and Chapter 2.78 of the Madera County Code authorize the Director of Emergency Services to proclaim the existence of a local emergency within County of Madera when it is affected or 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 Madera County; and

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril to the safety of persons and property have arisen within Madera County, caused by the Fork Fire which started on or about Wednesday, September 7th and

WHEREAS, the Fork Fire is has caused damage to the County and other public and district facilities, and the watershed within Madera County, the extent of which has not been completely compiled; and

WHEREAS, the Fork Fire is has caused damage private property destroying at least 20 structures and forced the evacuation of 771 people;

WHEREAS, local resources have been deployed to the Fork Fire within Madera County, thereby depleting fire protection and response resources; and

WHEREAS, the aforesaid conditions warrant and necessitate the proclamation of a local emergency; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of this emergency;

NOW, THEREFORE, BE IT HEREBY DECLARED that a local emergency now exists throughout Madera County; and

Attachment: RES NO. 2022-137 (9196 : Local Emergency - Fork Fire)

IT IS FURTHER DECLARED 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, and by ordinances and resolutions of Madera County approved by the Board of Supervisors; and

IT IS FURTHER DECLARED AND ORDERED that a copy of this Declaration be forwarded to the Governor of the State of California; and

IT IS FURTHER ORDERED that a copy of this Declaration be forwarded to the State Director of the Office of Emergency Services; and

IT IS FURTHER ORDERED that Sheriff Tyson J. Pogue, County Sheriff and Emergency Services Director, or his designee, is hereby designated as the local Hazard Mitigation Coordinator of the County of Madera for the purpose of assessing damage within Madera County and consulting with federal/state survey teams about hazard mitigation actions; and

IT IS FURTHER ORDERED that Sheriff Tyson J. Pogue or his designee, is hereby designated as the authorized representative for public assistance, and Sheriff Tyson J. Pogue, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Madera for purposes of receipt, processing and coordination of all inquiries and requirements necessary to obtain available state and federal assistance; and

BE IT FURTHER RESOLVED that the County of Madera also requests the State of California to waive regulations that may hinder response and recovery efforts, to make available recovery assistance under the California Disaster Assistance Act, and to expedite access to federal resources and any other appropriate federal relief programs; and

BE IT FURTHER RESOLVED AND ORDERED that the local State of Emergency shall be deemed to continue to exist until its termination is proclaimed by the Madera County Board of Supervisors.



Tyson J. Pogue, Sheriff-Coroner
Madera County

9/12/22
Date

Attachment: RES NO. 2022-137 (9196 : Local Emergency - Fork Fire)



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Members of the Board

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AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT Office of Sheriff-Coroner's		DEPARTMENT CONTACT Whitney Cox 559-675-7700		AGENDA ITEM 5.R	
SUBJECT: Reaffirmation of Local Emergency - February/March 2023 Winter Storms		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 9401	DATE REC'D	
STRATEGIC FOCUS AREA(S): Public Safety					
For Clerk of the Board's Office Use Only					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: RES NO. 2023-034 PowerPoint/Supporting Documents: Resolution			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration to reaffirm Resolution No. 2023-034 ratifying the Declaration of a Local Emergency (February/March 2023 Winter Storms).

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

Discussion:

On Thursday, February 23rd, 2023, the first in a series of extreme weather events began. The first major winter storm impacted Madera County on February 23rd, followed by a second on February 28th, and a third expected March 4th. These extreme winter storm events have caused blizzard-like conditions in the mountain areas of Madera County. Local resources have been deployed within Madera County to mitigate and recover from these extreme weather events, thereby depleting strained public safety resources such as Law Enforcement, Fire, Ambulances, and Public Works.

These extreme winter storm events have and will cause damage to the County of Madera and other public and district facilities, including but limited to roads, bridges and County facilities, the extent of which has not been completely compiled, or noted due to snow covering these problems.

On Wednesday, March 1st 2023, the Director of Emergency Service/Sheriff declared a local emergency as authorized by Section 8630 of the Government Code and Chapter



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2.78 of Madera County Code when the County of Madera is affected or likely to be affected by the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of Madera County.

FISCAL IMPACT:

Unknown at this time.

Connection to the County of Madera Strategic Plan-Mission 2023: Strategic Focus Area 3: Public Safety. Local State of Emergency is needed to request state and federal government assistance.

ATTACHMENTS

1. SHERIFF'S DECLARATION OF LOCAL EMERGENCY
2. RESOLUTION NO. 2023-034

History:

04/04/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/02/23
05/02/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 05/16/23
05/16/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 06/13/23
06/13/23	BOS	RESTATED APPROVAL [5 TO 0]	Next: 07/11/23
07/11/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/08/23
08/08/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 08/15/23
08/15/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 09/12/23
09/12/23	BOS	RESTATED APPROVAL [4 TO 0]	Next: 10/03/23



OFFICE OF THE SHERIFF

Tyson J. Pogue, Sheriff-Coroner

DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY FEBRUARY/MARCH 2023 WINTER STORMS

WHEREAS, Section 8630 of the Government Code and Chapter 2.78 of the Madera County Code authorize the Director of Emergency Services to proclaim the existence of a local emergency within County of Madera when it is affected or 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 Madera County; and

WHEREAS, the County of Madera has already been adversely impacted by the effects of eight other local emergencies such as January 2023 Winter Storm, the closure of Madera Community Hospital, Fork Fire in 2022, COVID-19, Creek Fire in 2020, Tree Mortality, Drought and the Mono Wind Event of 2021; and

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril to the safety of persons and property have arisen within Madera County, caused by numerous extreme winter weather events that started on or about Thursday, February 23rd 2023. The first event being a storm that entered the area on or about Thursday, February 23rd, 2023, and the second event entered the area on or about Tuesday, February 28th, 2023, and a third winter weather event forecast to be entering the area on or about Saturday, March 4th, 2023; and

WHEREAS, these extreme winter storm events caused blizzard-like conditions in the mountain areas of Madera County; and

WHEREAS, these extreme winter storm events have and will cause damage to the County of Madera and other public and district facilities, including but limited to roads, bridges and County facilities, the extent of which has not been completely compiled, or noted due to snow covering these problems; and

WHEREAS, local resources have been deployed within Madera County to mitigate and recover from these extreme weather events, thereby depleting strained public safety resources such as Law Enforcement, Fire, Ambulances, and Public Works; and

WHEREAS, the aforesaid conditions warrant and necessitate the proclamation of a local emergency; and

WHEREAS, it has now been found that local resources will be unable to cope with the effects of this emergency;

NOW, THEREFORE, BE IT HEREBY DECLARED that a local emergency now exists throughout Madera County; and

IT IS FURTHER DECLARED 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, and by ordinances and resolutions of Madera County approved by the Board of Supervisors; and

IT IS FURTHER DECLARED AND ORDERED that a copy of this Declaration be forwarded to the Governor of the State of California; and

IT IS FURTHER ORDERED that a copy of this Declaration be forwarded to the State Director of the Office of Emergency Services; and

IT IS FURTHER ORDERED that Sheriff Tyson J. Pogue, County Sheriff and Emergency Services Director, or his designee, is hereby designated as the local Hazard Mitigation Coordinator of the County of Madera for the purpose of assessing damage within Madera County and consulting with federal/state survey teams about hazard mitigation actions; and

IT IS FURTHER ORDERED that Sheriff Tyson J. Pogue or his designee, is hereby designated as the authorized representative for public assistance, and Sheriff Tyson J. Pogue, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Madera for purposes of receipt, processing and coordination of all inquiries and requirements necessary to obtain available state and federal assistance; and

BE IT FURTHER RESOLVED that the County of Madera also requests the State of California to waive regulations that may hinder response and recovery efforts, to make available recovery assistance under the California Disaster Assistance Act, and to expedite access to federal resources and any other appropriate federal relief programs; and

BE IT FURTHER RESOLVED AND ORDERED that the local State of Emergency shall be deemed to continue to exist until its termination is proclaimed by the Madera County Board of Supervisors.



Tyson J. Pogue, Sheriff
Madera County

3-1-2023

Date

Attachment: SHERIFF'S DECLARATION OF LOCAL EMERGENCY (9401 : Reaffirmation of Local Emergency - February/March 2023 Winter

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of	)	Resolution No.: <u>2023 - 034</u>
	)	
BOARD OF SUPERVISORS	)	A RESOLUTION OF THE BOARD OF
	)	SUPERVISORS OF MADERA COUNTY
	)	RATIFYING AND EXTENDING THE
	)	DECLARATION OF A LOCAL
	)	EMERGENCY (FEBRUARY/MARCH
	)	2023 WINTER STORMS)

WHEREAS, California Government Code section 8630 and Madera County Code Chapter 2.78 empowers the Director of Emergency Services/Sheriff to proclaim a local emergency when the County of Madera is affected or likely to be affected by the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons within the County; and

WHEREAS, on March 1, 2023, the Director of Emergency Services/Sheriff declared a local emergency based on an imminent and proximate threat to public safety in Madera County caused by the numerous extreme winter weather events that started on or about Thursday, February 23, 2023 (the March 1, 2023, proclamation is attached hereto as Exhibit A); and

WHEREAS, under Government Code section 8630, the local emergency shall not remain in effect for more than seven (7) days unless ratified by the Board of Supervisors;

and

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Attachment: RESOLUTION NO. 2023-034 (9401 : Reaffirmation of Local Emergency - February/March 2023 Winter Storms)

WHEREAS, the Board of Supervisors hereby finds that there continues to exist an imminent and proximate threat to the safety of persons and property as it is forecasted that additional storms will continue to threaten Madera County, bringing strong winds, blizzard conditions of extreme peril as explained in Exhibit A; and

WHEREAS, these extreme winter storm events have and will cause damage to the County of Madera and other public and district facilities, including but not limited to roads, bridges and County facilities, the extent of which has not been completely compiled; and

WHEREAS, local resources have been deployed within Madera County to mitigate and recover from these extreme weather events within Madera County, thereby depleting strained public safety resources such as Law Enforcement, Fire, Ambulances, and Public Works.

NOW, THEREFORE, the Board of Supervisors of the County of Madera resolves as follows:

1. The local emergency declared on March 1, 2023, by the Director of Emergency Services/Sheriff is hereby ratified.
2. The need for continuing this local emergency shall be reviewed as required by Government Code section 8630 and the Board of Supervisors shall proclaim the termination of this local emergency at the earliest possible date that conditions warrant.

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* * * * *

The foregoing Resolution was adopted this seventh day of March 2023, by the following vote:



Supervisor Wamhoff voted:

YES

Supervisor Rogers voted:

YES

Supervisor Poythress voted:

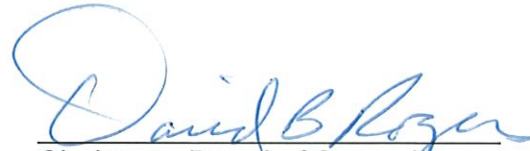
ABSENT

Supervisor Gonzalez voted:

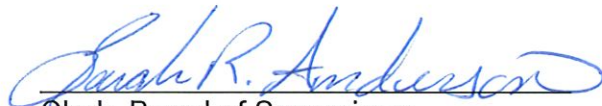
YES

Supervisor Macaulay voted:

YES


Chairman, Board of Supervisors

ATTEST:


Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: Regina A. Garza
Digitally signed by: Regina A. Garza
DN: CN = Regina A. Garza email =
rgarza@cozanosmith.com C = US O =
Lizano Smith
Date: 2023.03.02 08:47:42 -0800

EXHIBIT “A”



OFFICE OF THE SHERIFF

Tyson J. Pogue, Sheriff-Coroner

DECLARATION PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY FEBRUARY/MARCH 2023 WINTER STORMS

WHEREAS, Section 8630 of the Government Code and Chapter 2.78 of the Madera County Code authorize the Director of Emergency Services to proclaim the existence of a local emergency within County of Madera when it is affected or 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 Madera County; and

WHEREAS, the County of Madera has already been adversely impacted by the effects of eight other local emergencies such as January 2023 Winter Storm, the closure of Madera Community Hospital, Fork Fire in 2022, COVID-19, Creek Fire in 2020, Tree Mortality, Drought and the Mono Wind Event of 2021; and

WHEREAS, the Director of Emergency Services does hereby find that conditions of extreme peril to the safety of persons and property have arisen within Madera County, caused by numerous extreme winter weather events that started on or about Thursday, February 23rd 2023. The first event being a storm that entered the area on or about Thursday, February 23rd, 2023, and the second event entered the area on or about Tuesday, February 28th, 2023, and a third winter weather event forecast to be entering the area on or about Saturday, March 4th, 2023; and

WHEREAS, these extreme winter storm events caused blizzard-like conditions in the mountain areas of Madera County; and

WHEREAS, these extreme winter storm events have and will cause damage to the County of Madera and other public and district facilities, including but limited to roads, bridges and County facilities, the extent of which has not been completely compiled, or noted due to snow covering these problems; and

WHEREAS, local resources have been deployed within Madera County to mitigate and recover from these extreme weather events, thereby depleting strained public safety resources such as Law Enforcement, Fire, Ambulances, and Public Works; and

Attachment: RESOLUTION NO. 2023-034 (9401 : Reaffirmation of Local Emergency - February/March 2023 Winter Storms)

WHEREAS, the aforesaid conditions warrant and necessitate the proclamation of a local emergency; and

WHEREAS, it has now been found that local resources will be unable to cope with the effects of this emergency;

NOW, THEREFORE, BE IT HEREBY DECLARED that a local emergency now exists throughout Madera County; and

IT IS FURTHER DECLARED 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, and by ordinances and resolutions of Madera County approved by the Board of Supervisors; and

IT IS FURTHER DECLARED AND ORDERED that a copy of this Declaration be forwarded to the Governor of the State of California; and

IT IS FURTHER ORDERED that a copy of this Declaration be forwarded to the State Director of the Office of Emergency Services; and

IT IS FURTHER ORDERED that Sheriff Tyson J. Pogue, County Sheriff and Emergency Services Director, or his designee, is hereby designated as the local Hazard Mitigation Coordinator of the County of Madera for the purpose of assessing damage within Madera County and consulting with federal/state survey teams about hazard mitigation actions; and

IT IS FURTHER ORDERED that Sheriff Tyson J. Pogue or his designee, is hereby designated as the authorized representative for public assistance, and Sheriff Tyson J. Pogue, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Madera for purposes of receipt, processing and coordination of all inquiries and requirements necessary to obtain available state and federal assistance; and

BE IT FURTHER RESOLVED that the County of Madera also requests the State of California to waive regulations that may hinder response and recovery efforts, to make available recovery assistance under the California Disaster Assistance Act, and to expedite access to federal resources and any other appropriate federal relief programs; and

BE IT FURTHER RESOLVED AND ORDERED that the local State of Emergency shall be deemed to continue to exist until its termination is proclaimed by the Madera County Board of Supervisors.



Tyson J. Pogue, Sheriff
Madera County

3-1-2023

Date

Attachment: RESOLUTION NO. 2023-034 (9401 : Reaffirmation of Local Emergency - February/March 2023 Winter Storms)



BOARD OF SUPERVISORS COUNTY OF MADERA

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Members of the Board
, District 1
, District 2
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AGENDA ITEM SUBMITTAL BOARD OF DIRECTORS SPECIAL DISTRICTS

October 3, 2023
Chairman David Rogers

DEPARTMENT Public Works Department/Administrative Services Division		DEPARTMENT CONTACT Alexandria Rodriguez 559-675-7811		AGENDA ITEM 5.S Consent Calendar	
SUBJECT: Release of Fund Balance for CSA22C, Gunner Ranch West		REQUIRED VOTE: 4/5 Votes Required	DOC. ID NUMBER 10055	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community, Infrastructure					
<u>For Clerk of the Board's Office Use Only</u>					
BOARD'S ACTION:					
The County Auditor-Controller is authorized to make such budgetary adjustments and will carry out the intent and purpose of this budget adjustment.					
For Fiscal Year: 2023-2024 Budget Adjustment Type: Receipt of Unanticipated Revenue PowerPoint/Supporting Documents: Other/Misc			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Consideration of approval of a Receipt of Unanticipated Revenue No. 23-030 in the amount of \$169,500.00 derived from County Service Area 22 Zone C Gunner Ranch West - Fund Balance to Direct Maintenance Expense-DEGS for Fiscal Year 2023-2024.

4 Votes Required

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

County Service Area 22C, Gunner Ranch West is in need of a Receipt of Unanticipated Revenue (RUR), a release of their own Fund Balance, in order to pay for remaining direct maintenance expenses of the sewer system for FY 22-23. The district was unable to process all expenses in the last fiscal year due to cash and budget being used to cover prior year maintenance expenses that were carried over. This release will allow us to pay all outstanding expenses. Since the prior year has been reconciled, and fund balance verified, the CSA has available cash held in their Fund Balance. The RUR recommended allows the use of said Fund Balance that had not been previously budgeted in this current fiscal year.

FISCAL IMPACT:

There is no impact to the General Fund.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:



BOARD OF SUPERVISORS COUNTY OF MADERA

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STRATEGIC FOCUS AREAS

Focus Area 1: Community

Focus Area 6: Infrastructure

To Auditor-Controller: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

APPROVED AS TO THE AVAILABILITY OF FUNDS BY AUDITOR:

Yes, funds are available

David Richstone

David Richstone, Director

9/18/2023

ADMINISTRATIVE OFFICER'S RECOMMENDATION / REPORT:

Recommended

Jessica Leon

Jessica Leon, Administrative Analyst II

9/18/2023

ATTACHMENTS

1. Budget Adjustment Authorization No. 23-030



Budget Adjustment Authorization

Submittal Date *

9/13/2023

For Fiscal Years *

2023-2024

Contact First Name *

Heather

Contact Last Name *

Lira

Department *

PW

Department/Org #

01340

Department Head Name *

Matthew Treber

Will this Budget Adjustment be Board Approved? *

☒ Yes

☐ No

Draft Board Letter
If Board Approved, indicate the target Board date: *

10/3/2023

Please Select *

☐ Transfer of Appropriations ☒ Receipt of Unanticipated Revenue

Please select the document type(s) from the check boxes above. Your selection will remove unneeded fields from the form. Transfer of Appropriations Transfer From.

Receipt of Unanticipated Revenue

Fund Name *

CSA 22 Zone C Gunner Ranch West

Fund # *

5140

Appropriations

Org # *	Org Description *	Account # *	Account Description *	Amount *
51400	CSA 22 Zone C Gunner Ranch West	720913	Direct Maint Exp-Degs	169,500

Total

\$ 169,500.00

Revenues

Org # *	Org Description *	Account # *	Account Description *	Amount *
51400	CSA 22 Zone C Gunner Ranch West	491100	Fund Balance	169,500

Total

\$ 169,500.00

Totals in Appropriations and Revenues must match**Unanticipated Revenue is Derived from ***

District has a new commercial rate payer for sewer services.

Describe the Revenue Source, Grant Name, Legislation, etc.)

Section**Name ***

Heather Lira

Title *

Principal Administrative Analyst

Auditor to Complete

TO AUDITOR-CONTROLLER: This request is deemed necessary by this department. Please report as to the accounting and available balances and forward to the Administrative Officer for his recommendation or action.

Approved as to Availability of Funds: *
☒ Yes
☐ No
☐ N/A
Auditor Controller's # *

23-030

Signature*Elizabeth Cruz***Auditor Name ***

Elizabeth Cruz

Date *

9/14/2023

The County Auditor-Controller is authorized to make such budgetary adjustments as will carry out the intent and purpose of this budget adjustment.

Attachment: Budget Adjustment Authorization No. 23-030 (10055 : Release of Fund Balance for CSA22C, Gunner Ranch West)

Administrative Officer to Complete

Administrative Officer's Report *

County Administration has reviewed this request, and it is recommended for approval.

Please Select *

☒ Recommended ☐ Approve as Requested ☐ Approve as Revised

Signature *

Jessica Leon

Admin Officer Name *

Jessica Leon

Date *

9/15/2023

Attached for Board Approval

*

☒ Completed



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, District 2
, District 3
, District 4
, District 5

6.a

AGENDA ITEM SUBMITTAL

October 3, 2023
Chairman David Rogers

DEPARTMENT Department of Human Resources		DEPARTMENT CONTACT Sabrina Mendez 559-675-7705		AGENDA ITEM 6.a DISCUSSION ITEMS:	
SUBJECT: Amend the Schedule of Allocated Positions- Probation Department		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10032	DATE REC'D	
STRATEGIC FOCUS AREA(S): Employees, Public Safety					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: RES NO. 2023-114 PowerPoint/Supporting Documents: Resolution			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Discussion and consideration to adopt a Resolution amending the Fiscal Year 2023-2024 Schedule of Position Allocations within the Probation Department as follows:

1. Add three (3) FTE flexibly staffed Deputy Sheriff I/II positions.
2. Add one (1) FTE District Attorney Investigator position.
3. Add one (1) FTE Sheriff's Sergeant position.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

Discussion

At their monthly meetings in July and August 2023, the Community Corrections Partnership (CCP) Executive Committee, created under Senate Bill 678, approved funding for five (5) FTE's to be included in the Probation Department's org key #61332. The addition of these positions will assist the Probation department in carrying out the duties performed within the Special Investigations Unit (SIU) and the Madera County Sheriff's Office Problem Oriented Policing Team (POP Team). The FTE's are as follows:

Special Investigation Unit



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, District 5

- One (1) Deputy Sheriff I/II at \$183,623 (salary and benefits)
- One (1) District Attorney Investigator at \$171,918 (salary and benefits)

Sheriff's POP Team

- One (1) Sheriff's Sergeant at \$177,377 (salary and benefits)
- Two (2) Deputy Sheriff I/II at \$129,315 for each Deputy (salaries and benefits)

The funding is to begin in the Fiscal Year 2023-24 and recur each Fiscal Year thereafter. The total annual reoccurring cost for the five (5) FTEs is \$662,233.

SIU

The SIU carries a caseload that primarily consists of AB 109 defendants. All SIU officers assist in AB 109 related enforcement. Probation has assigned an officer directly responsible for carrying a caseload of gang affiliated Postrelease Community Supervision (PRCS) individuals in addition to other various responsibilities. Over the last three years, SIU has monitored and contacted 504 PRCS individuals. As these numbers increase as individuals are released from prison due to AB 109; it is inevitable that SIU will be required to handle a larger PRCS caseload. The community benefits greatly from our officers closely monitoring AB 109 defendants. Routine contact and enforcement of parole violations overwhelmingly reduce the risk of these individuals' potential to contribute to unlawful activities. In addition, this unit plays an enormous role in fostering the county-wide relationship that exists among the several agencies operating within Madera County. This unit takes on specialty assignments that sometimes stretch beyond the boundaries of Madera County. Continuing to diversify this unit with various agencies' personnel will strengthen the countywide partnership to further our shared goal of reducing crime.

POP Team

The primary function of the POP team is to work in conjunction with Probation and parole and actively serve AB 109 warrants throughout the County of Madera. There are approximately 234 active PRCS and Mandatory Supervision warrants currently. This caseload is assigned to the one Deputy Probation Officer who is assigned to the POP team. By adding staff, the team may be even more successful in serving additional warrants and bringing more probationers to justice. As such, if the team is not fully staffed due to budgetary constraints, it may increase liability by not actively searching for them. The Sheriff's POP Team is the primary enforcement resource utilized countywide to handle the warrants issue.

The POP team is responsible for investigating and locating individuals with active warrants and attempting to arrest them. In addition, they handle any new criminal conduct associated with the individual during their investigation. Due to their sophistication, these individuals pose a higher risk when attempting to take them into



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custody. Additionally, with the growing homeless population being on probation, many of these warrants take a great deal of investigative tools, resources, and staff in order to locate, supervise, and/or arrest.

The POP team may also be utilized to investigate and locate individuals that were given pretrial probation status, who have been issued warrants for failing to comply with the court orders. They may also assist with the high-risk probation cases, which fall under PC 1203.2, which there are approximately 1,192 active warrants under PC 1203.2 in Madera County.

The POP team is proactive throughout the County of Madera, which includes conducting probation and parole searches. They are also beneficial in that they assist other law enforcement agencies with lower-level AB 109 investigations and enforcement, to include the homeless population on probation. The POP team is also utilized to assist other teams such as MADNET when needed. By expanding the POP team, it would send a message not only to the community, but also to those on supervision, that we will work proactively to prevent further criminal behavior.

FISCAL IMPACT:

There is no impact to the General Fund. These positions will be paid out of AB 109 funds in ORG 61332.

ATTACHMENTS

1. Resolution and Schedule of Allocated Positions

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the matter of	)	Resolution No.: <u>2023 -</u>
	)	
MADERA COUNTY DEPARTMENT	)	A RESOLUTION AMENDING THE FISCAL
OF HUMAN RESOURCES	)	YEAR 2023-2024 SCHEDULE OF POSITION
	)	ALLOCATIONS FOR THE COUNTY
	)	DEPARTMENT OF PROBATION

WHEREAS, in accordance with Madera County Code section 2.60.030, “the board shall, by resolution, establish and maintain a schedule showing for each county department the number of permanent positions of each class that are authorized, and the maximum number of temporary positions authorized”; and

WHEREAS, on August 8, 2023, Resolution 2023-114 was adopted, thereby establishing the Fiscal Year 2023-2024 Schedule of Position Allocations for each department within the County of Madera; and

WHEREAS, Resolution 2023-114 needs to be amended to authorize the addition of five (5) positions within the Probation Department, Org Key #61332.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Madera, a political subdivision of the State of California, pursuant to Madera County Code section 2.60.030, that:

1. The above Recitals are incorporated by reference and are made a substantive part of this Resolution; and
2. Org Key #61332 within the Probation Department is hereby amended as outlined in Exhibit “A” attached hereto.

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3. Except as otherwise amended, all other departmental allocations outlined in Resolution 2023-114 shall remain in full force and effect. This amendment to the Resolution shall take effect immediately.

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The foregoing Resolution was adopted this ____ day of _____, 2023,
by the following vote:

Supervisor Wamhoff voted: _____
Supervisor Rogers voted: _____
Supervisor Poythress voted: _____
Supervisor Gonzalez voted: _____
Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

James N.
By: McCann

Digitally signed by: James N. McCann
DN: CN = James N. McCann email =
jnmccann@lozanosmith.com C = AD O
= Lozano Smith
Date: 2023.09.11 11:17:26 -07'00'

Attachment: Resolution and Schedule of Allocated Positions (10032 : Amend the Schedule of Allocated Positions-Probation Department)

Probation #04700

		FTE Positions Allocated		
JCN	Class	Funded	Unfunded	Total
3349	Accounting Technician I or			
3354	Accounting Technician II	1.0		1.0
3349	Accounting Technician I or			
3354	Accounting Technician II or			
3353	Senior Accounting Technician	1.0		1.0
3205	Administrative Analyst I or			
3206	Administrative Analyst II	1.0		1.0
3205	Administrative Analyst I or			
3206	Administrative Analyst II or			
3209	Senior Administrative Analyst or			
4126	Principal Administrative Analyst	1.0		1.0
2128	Chief Probation Officer	1.0		1.0
3104	Deputy Chief Probation Officer	2.0		2.0
3451	Deputy Probation Officer I or			
3452	Deputy Probation Officer II	17.0	3.0	20.0
3457	Probation Division Manager	1.0		1.0
3527	Probation Specialist		1.0	1.0
3512	Probation Technician	1.0		1.0
3636	Program Assistant I or			
3637	Program Assistant II or			
3669	Legal Secretary I or			
3653	Legal Secretary II	6.0	2.0	8.0
3140	Revenue Services Manager	1.0		1.0
3319	Senior Deputy Probation Officer	4.0		4.0
3654	Senior Program Assistant or			
3458	Public Safety Records Specialist	2.0		2.0
3257	Supervising Deputy Probation Officer	5.0	1.0	6.0
TOTAL PROBATION ADMINISTRATION		44.0	7.0	51.0

SB 678 Community Corrections Incentive Performance Act #14370

3451	Deputy Probation Officer I or			
3452	Deputy Probation Officer II	8.0		8.0
3636	Program Assistant I or			
3637	Program Assistant II or			
3669	Legal Secretary I or			
3653	Legal Secretary II	1.0		1.0
3319	Senior Deputy Probation Officer	1.0		1.0
TOTAL COMMUNITY CORRECTIONS INCENTIVE PERFORMANCE ACT		10.0	0.0	10.0

Attachment: Resolution and Schedule of Allocated Positions (10032 : Amend the Schedule of Allocated Positions-Probation Department)

Probation (Continued)**Juvenile Hall #04720**

3205	Administrative Analyst I or			
3206	Administrative Analyst II	1.0		1.0
3104	Deputy Chief Probation Officer	1.0		1.0
3527	Probation Specialist	1.0		1.0
3636	Program Assistant I or			
3637	Program Assistant II			
3669	Legal Secretary I or			
3653	Legal Secretary II	1.0		1.0
3463	Youth Correctional Corporal	6.0		6.0
3455	Youth Correctional Lieutenant	1.0		1.0
3461	Youth Correctional Officer I or			
3462	Youth Correctional Officer II	31.0	1.0	32.0
3258	Youth Correctional Sergeant	4.0		4.0
TOTAL JUVENILE HALL		46.0	1.0	47.0

AB 109 Local Community Corrections Account #61332

3454	Assistant Chief Probation Officer	1.0		1.0
3423	Crime Analyst I or			
3456	Crime Analyst II	1.0		1.0
3224	Deputy District Attorney I or			
3225	Deputy District Attorney II or			
3226	Deputy District Attorney III or			
3322	Senior Deputy District Attorney	1.0		1.0
3451	Deputy Probation Officer I or			
3452	Deputy Probation Officer II	8.0		8.0
3411	Deputy Sheriff I or			
3412	Deputy Sheriff II	1.0		1.0
3411	Deputy Sheriff I or			
3412	Deputy Sheriff II	3.0		3.0
3414	District Attorney Investigator	1.0		1.0
3215	Mental Health Crisis Worker	1.0		1.0
3275	Prelicensed Mental Health Clinician	1.0		1.0
3527	Probation Specialist	2.0		2.0
3636	Program Assistant I or			
3637	Program Assistant II or			
3669	Legal Secretary I or			
3653	Legal Secretary II	1.0		1.0
3319	Senior Deputy Probation Officer	2.0		2.0
3327	Sheriff's Corporal	1.0		1.0
3321	Sheriff's Sergeant	1.0		1.0
3257	Supervising Deputy Probation Officer	1.0		1.0

TOTAL LOCAL COMMUNITY CORRECTIONS ACCOUNT**26.0****0.0****26.0**

Probation (Continued)**AB 1913 Schiff-Cardenas Crime Prevention Act #04785**

3451	Deputy Probation Officer I or			
3452	Deputy Probation Officer II	3.0	2.5	5.5
3636	Program Assistant I or			
3637	Program Assistant II or			
3669	Legal Secretary I or			
3653	Legal Secretary II	1.0		1.0
3527	Probation Specialist	1.0		1.0
TOTAL SCHIFF-CARDENAS CRIME PREVENTION		5.0	2.5	7.5

Youthful Offender Block Grant #04787

3451	Deputy Probation Officer I or			
3452	Deputy Probation Officer II	7.0		7.0
3527	Probation Specialist		1.0	1.0
TOTAL YOUTH OFFENDER BLOCK GRANT		7.0	1.0	8.0

PROBATION DEPARTMENT

Probation Administration	#04700	51.0
Community Corrections Incentive Performance	#14370	10.0
Juvenile Hall	#04720	47.0
Local Community Corrections Account	#61332	26.0
Schiff-Cardenas Crime Prevention	#04785	7.5
Youth Offender Block Grant	#04787	<u>8.0</u>
TOTAL		148.5 FTE
TOTAL NOT FUNDED		11.5 FTE



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6.b

Members of the Board

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AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT Probation Department		DEPARTMENT CONTACT Sharon Sampalesi 559-675-4970		AGENDA ITEM 6.b	
SUBJECT: AB 134 Fee Repeal: Amendment to Ordinance 3.33.020A		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 9979	DATE REC'D	
STRATEGIC FOCUS AREA(S): Public Safety					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: RES NO. 2022-007, ORD NO. 489C PowerPoint/Supporting Documents: Ordinance			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Second reading to adopt an Ordinance amending section 3.33.020A of the Madera County Code implementing the provisions of AB 134 by repealing certain fees for criminal justice collection and cost recovery services.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

Assembly Bill 134 was signed by the Governor on July 10, 2023, which repealed local authority to assess or collect post-conviction related fees under Penal Code sections 1203.4, 1203.41, 1203.42 and 1203.45. Any fees assessed or collected on or after July 1, 2023, should be immediately remitted to individuals who paid. On January 11, 2022 Madera County Probation-Revenue Division, repealed other criminal fees by resolution 2022-007. The ordinance before your Board today repeals the remaining penal code fees of section 1203.4.

FISCAL IMPACT:

There is no financial loss as Madera County Probation Revenue Division stopped collection fees when AB 177 came into effect January 1, 2022; referencing Penal Code 1203.4(a), for dismissal of charges.



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CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Ø Focus Area 3: Public Safety

ATTACHMENTS

1. Ordinance

History:

09/12/23 BOS CONTINUED [4 TO 0]

Next: 10/03/23

**BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3.33.020A OF THE MADERA COUNTY
CODE IMPLEMENTING THE PROVISIONS OF AB 134 BY REPEALING CERTAIN
FEES FOR CRIMINAL JUSTICE COLLECTION AND COST RECOVERY SERVICES**

The Board of Supervisors of the County of Madera, State of California, hereby
ordains as follows:

SECTION 1.

Section 3.33.020A of the Madera County Code is hereby amended to read in its
entirety as follows:

“A. The following fees and charges are hereby established, to be collected
from adult defendants, minors detained for delinquency or adjudicated to be
delinquent, and their families (when applicable):

- 1—3. Reserved.
4. An administrative fee equal to fifteen percent of the total amount of
restitution ordered by a court to be paid to a victim, to be added to the
amount of restitution. (Penal Code Section 1203.1(l).)
5. An administrative fee equal to ten percent of the total amount of
restitution fines ordered by a court, to be added to the amount of
restitution fines. (Penal Code Section 1202.4(l).)
6. An administrative fee equal to ten percent of the total amount of
restitution ordered by a court to be paid by a juvenile delinquent to a
victim, to be added to the amount of restitution. (Welfare and Institutions
Code Section 730.6(q).)
7. Reserved.
8. A fee equal to the cost of any medical examination conducted on the
victim of child abuse or neglect to determine the extent of such abuse or
neglect, to be collected from the defendant upon conviction of any
offense involving child abuse or neglect. (Penal Code Section
1203.1h(a).)
9. A fee equal to the cost of any medical examination conducted on the
victim of sexual assault or attempted sexual assault, including child
molestation, to determine the extent of such assault, to be collected from
the defendant upon conviction of any offense involving sexual assault or
attempted sexual assault, including child molestation. (Penal Code
Section 1203.1h(b).)

10. A fee of twelve dollars and fifty cents for drug testing of minors on probation for drug offenses. (Welfare and Institutions Code Section 729.9.)
11. A fee of twelve dollars and fifty cents for drug testing of adults on probation for drug offenses. (Penal Code Section 1203.1ab.)
- 12—15. Reserved.
16. A fee for the actual costs of confinement, to be charged against any defendant who is sentenced to confinement in the county jail but who is allowed by court order to serve his/her sentence on weekends or similar period during the week other than regular work days, and who is ineligible for work furlough, to be collected by and allocated for the operating expenses for the department of corrections. (Penal Code Section 1209.)
17. A fee for the actual costs of court-ordered confinement in the county jail after conviction of a crime, including incarceration pending disposition of the underlying case, with the determination of actual costs to be reviewed annually. For fiscal year 2010-2011, the actual costs of incarceration shall be seventy-three dollars per day. (Penal Code Section 1203.1c.)
18. A fee of twenty-two dollars and ninety cents per minor per day for the reasonable costs of support of minors placed or detained in or committed to the county juvenile detention facility or county juvenile correctional camp program. (Welfare and Institutions Code Section 903.)
19. A fee of one hundred twenty-five dollars per minor per day for the reasonable costs of support of minors from other counties who are placed or detained in or committed to the county juvenile correctional camp program. (Welfare and Institutions Code Section 872, 883.)
- 20, 21. Reserved.
22. A fee of one hundred dollars for each twenty-four-hour period that a minor remains in custody because of the minor's parent's refusal to take delivery of the minor. (Welfare and Institutions Code Section 903.25.)
23. Reserved.
24. A service charge for the services of the probation department as trustee for collection of payments made under subsections (a), (c), (d), or (f) of Welfare and Institutions Code Section 276, with such service charge to be two percent of the payments, but with such service charge not to be collected for services relating to child support. (Welfare and Institutions Code Section 279.)
25. Restitution for the costs of an emergency response by a county agency to an incident caused by the defendant. (Penal Code Section 1203.11, Government Code Section 53150.)
26. Reserved."

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SECTION 2.

This Ordinance shall take effect thirty (30) days after its adoption and before the expiration of fifteen (15) days after its passage, it (or a summary) shall be published with the names of the members of the Board of Supervisors voting for and against the Ordinance in a newspaper of general circulation published in the County of Madera.

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The foregoing Ordinance was adopted this day of _____, 2023,
by following vote.

Supervisor Wamhoff voted: _____
Supervisor Rogers voted: _____
Supervisor Poythress voted: _____
Supervisor Gonzalez voted: _____
Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal form:
COUNTY COUNSEL

By: _____



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6.c

Members of the Board

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AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT Office of Sheriff-Coroner's		DEPARTMENT CONTACT Whitney Cox 559-675-7770		AGENDA ITEM 6.c DISCUSSION ITEMS:	
SUBJECT: Antenna License Agreement		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 10045	DATE REC'D	
STRATEGIC FOCUS AREA(S): Public Safety					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? Yes Will this item require additional personnel? No Previous Relevant Board Actions: MCC NO. 10842-C-2017 PowerPoint/Supporting Documents: Contract			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Discussion and consideration of entering into an Agreement with North Central Fire Protection District in the amount of \$5,559.00 per year for Antenna Site License for a five-year term beginning June 1, 2022 through May 31, 2027 and authorize the Chairman to sign.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

Discussion

The Sheriff would like to enter in an agreement to Sub Lease an Antenna Site at a location know as Owens Mountain. This lease will increase the efficiency and range of the Sheriff's Office current Radio Services allowing deputies to be able to better communication with each other and dispatch.

Fiscal

There is no fiscal impact to the general fund.

Strategic Focus Area

Public Safety

ATTACHMENTS

1. ANTENNA AGREEMENT

MADERA COUNTY CONTRACT NO. _____
(Sheriff's Office: Antenna Site Sublease)

THIS ANTENNA SITE SUBLEASE AGREEMENT (this "Sublease") is entered into on this ____ day of June, 2023 (the "Effective Date"), by and between NORTH CENTRAL FIRE PROTECTION DISTRICT, a California fire protection district (the "Sublessor"), and the COUNTY OF MADERA (on behalf of the Madera County Sheriff's Department), a political subdivision of the State of California (the "Sublessee").

RECITALS

A. Sublessor is a party to that certain Antenna Site Lease (the "Master Lease") with Loperena Antenna Sites ("Master Lessor") dated June 1, 2007, renewed on June 21, 2012, and further extended on June 22, 2017. The Master Lease provides for Sublessor to lease property located at 19720 Auberry Road, Clovis, California, which is limited to a fifty percent (50%) portion of Room # 3, which is approximately 12'x24' large of the main building and a portion of tower space between 100' and 120' for UHF and VHF antennas, as well as 20' on the tower for a 4' microwave dish (collectively, the "Leased Premises").

B. By this Sublease, Sublessor and Sublessee desire to enter into this Sublease, wherein Sublessee shall sublease a non-exclusive portion of the Leased Premises for its own antenna equipment.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Sublessor and Sublessee hereby agree as follows:

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Attachment: ANTENNA AGREEMENT (10045 : Antenna License Agreement)

1. **LEASE OF SUBLEASED PREMISES.** Sublessor agrees to lease a non-exclusive portion of the Leased Premises as described in Exhibit "A," attached hereto and incorporated herein (the "Subleased Premises").

2. **USE OF SUBLEASED PREMISES.** The Subleased Premises shall be used for any lawful activity in connection with the provision of mobile/wireless communications services. Sublessee shall have the unrestricted right to enter or leave the Subleased Premises at all reasonable times. Sublessee may not sublease the Subleased Premises to any third-party and may not make alterations without Sublessor's prior consent and approval first obtained.

3. **TERM/TERMINATION.** The term of this Sublease shall be coterminous with the Master Lease. In the event the Master Lease is terminated, this Sublease shall be of no further force and effect. However, either party may terminate this Sublease with no less than sixty (60) days' written notice to the other .

4. **RENT.** Sublessee shall pay annually to Sublessor the sum of Five Thousand Five Hundred Fifty-Nine Dollars (\$ 5,559.00). Sublessor shall have the right to adjust the rent once on each anniversary of the Effective Date. The rent adjustment shall be adjusted by a percentage not greater than the percentage increase in the Consumer Price Index ("CPI") during the previous twelve-month period (All Urban Consumers—All Items, Western States). If Sublessee holds over at the end of the term, it shall create a month-to-month tenancy and Sublessee shall pay a pro-rated amount of rent.

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5. **ROAD MAINTENANCE FEE.** On February 1st of each year of the Sublease term, Sublessee shall pay the Sublessor the sum of (1) month rent as payment of a road maintenance fee imposed by Master Landlord.

6. **ELECTRICITY.** Sublessee shall be responsible for the payment of its electrical consumption utilized by its equipment.

7. **ASSESSMENTS AND TAXES.** Sublessee shall pay when due and before delinquency, all personal property taxes levied against Sublessee's equipment located on the Subleased Premises.

8. **LIABILITY.** Unless Sublessee is self-insured, Sublessee will carry during the term of this Sublease the following insurance with the customary coverage and exclusions:

Bodily Injury: - \$1,000,000 for injury to any one person and \$1,000,000 for all injuries sustained by more than one person in any one occurrence.

Property Damage: - \$1,000,000 for damages as a result of any one accident. Sublessee agree to furnish Sublessor with certificates of insurance certifying that Sublessee has agreed to the above-specified insurance, the certificate shall name the Sublessor and Master Landlord as an additional insured.

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9. **INDEMNIFICATION; REPRESENTATIONS.** Sublessee shall indemnify, defend and hold harmless Sublessor and Master Landlord, their respective directors, officers, agents, contractors and employees, from and against any claim, demand, lawsuit, or action of any kind for injury to or death of persons and damage or destruction of property arising out of or related to the negligent acts omissions or willful misconduct of Sublessee, its agents, officers, directors, employees, or contractors. In no event shall either party or any of their respective officers, directors, agents, or employees be liable for any injury, damage to or theft of any property unless and to the extent such injury, damage or loss is proximately caused by the negligence of willful misconduct of the other.

10. **CONDITION OF SITE.** During the term of this Sublease, Sublessor shall keep the Subleased Premises in good condition and repair. Upon termination or expiration of this Lease Sublessee will surrender the Subleased Premises to Sublessor in good condition except for reasonable wear and tear.

11. **ASSIGNMENT OF LEASE.** Sublessee may not assign this Sublease without Sublessor's prior written consent, which consent shall not be unreasonably withheld or unduly delayed.

12. **INTERFERENCE.** Sublessee shall operate the Subleased Premises in a manner that will not cause interference to Sublessor or other sublessees. Sublessee's operations shall be lawful and in compliance with all Federal Communications Commission requirements and all other federal and state requirements applicable to Sublessee and its operations on the Subleased Premises.

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13. **DEFAULTS.** Sublessee shall have ten (10) days after the receipt of written notice to cure any monetary default and thirty (30) days after the receipt of written notice to cure any non-monetary default.

14. **PRIOR NEGOTIATIONS.** This Lease constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations, and agreements.

15. **AMENDMENTS.** No revision of this Sublease shall be valid unless made in writing and signed by Sublessor and Sublessee or their authorized agent(s).

16. **NOTICES.** Any notice required or permitted to be given in writing under this Sublease shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided herein). All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended, at its address set forth below:

SUBLESSOR

NORTH CENTRAL FIRE
PROTECTION DISTRICT
15850 Kearney Blvd.
Kerman, CA 93630

SUBLESSE

COUNTY OF MADERA
(ON BEHALF OF THE MADERA
COUNTY SHERIFF'S DEPARTMENT)
2725 Falcon Dr.
Madera, CA 93637

WITH COPY TO

MADERA COUNTY BOARD
OF SUPERVISORS
Attn: Chief Clerk
200 West 4th St.
Madera, CA 93637

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17. **GOVERNING LAW; VENUE.** This Sublease is governed by the laws of the State of California and any actions to enforce this Sublease shall be filed in the Superior Court of Fresno County.

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Attachment: ANTENNA AGREEMENT (10045 : Antenna License Agreement)

* * * * *

IN WITNESS WHEREOF the foregoing Agreement is executed on the date and year first above-written.

COUNTY OF MADERA

ATTEST:

Chairman, Board of Supervisors

Clerk, Board of Supervisors

NORTH CENTRAL FIRE PROTECTION
DISTRICT

Approved as to Legal Form:
COUNTY COUNSEL

By: 
(Signature)

TIMOTHY HENRY
(Print)

By: **Crystal**
M. Pizano
Digitally signed by: Crystal M. Pizano
DN: CN = Crystal M. Pizano email
= cpizano@lozanosmith.com C =
US O = LOZANO SMITH
Date: 2023.08.17 15:33:04 -07'00'

Title: FIRE CHIEF

ACCOUNT NUMBER(S)

Doc. I.D. 4887-2245-0040

EXHIBIT A

Loperena Antenna Sites

634 Cromwell Ave. Clovis, CA 93611

Notice To: North Central Fire Protection District
15850 W. Kearney Blvd.
Kerman, CA 93630

ITEM: 5 YEAR EXTENSION TO LEASE- Owens Mountain Transmitter Site

To whom it may concern,

This notice serves to acknowledge that North Central Fire Protection District (Lessee) timely notified Loperena Antenna Sites (Lessor) of the Lessee's desire to exercise the Lessee's option to extend the Antenna Site Lease for the third (3rd) 5 year term beginning June 1, 2022 through May 31, 2027. One (1) additional 5 year extension will remain after the expiration of third (3rd) 5 year extension.


Larry Loperena

Managing Partner

Loperena Antenna Sites

December 6, 2022

Attachment: ANTENNA AGREEMENT (10045 : Antenna License Agreement)



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7.a

AGENDA ITEM SUBMITTAL

October 3, 2023
Chairman David Rogers

DEPARTMENT Community & Economic Development/Planning Division		DEPARTMENT CONTACT Maria Rocha 559-675-7821		AGENDA ITEM 7.a PUBLIC HEARINGS:	
SUBJECT: General Plan Amendment GP2022-001 & Conditional Use Permit CUP2022-011		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 9982	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community, Public Information					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: N/A PowerPoint/Supporting Documents: Resolution, PowerPoint Presentation			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Hearing to consider a request by **PRIMITIVO NUNO SR. dba PRIMO REALTY** to amend the General Plan pursuant to Section 65358 of the Government Code (GP #2022-001) from a CC (Community Commercial) to LDR (Low Density Residential) designation to allow conditional use permit (CUP# 2022-011) for the installation of a 14' x 60' mobile home and approve a Negative Declaration (ND# 2023-013) under the provisions of the California Environmental Quality Act (CEQA). The property is owned by JUAREZ JOSE and is located on the southeast corner of Avenue 22 ½ and Hickory Street (19574 Ave 22 ½) Chowchilla. Size 0.6 acres. APN: 027-147-002.

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

The applicant is requesting a General Plan Amendment (GP#2022-001) to amend the land use designation from CC (Community Commercial) to LDR (Low Density Residential) to allow the installation of a 14' x 60' mobile home. The access to the project will be from Hickory Street.

The parcel is currently undeveloped. The project site is surrounded by sparse vegetation and trees and is visible from either Hickory Street or Avenue 22 1/2. There



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are single family residences to the north, east, west, and south of the project site.

The access to the site will be via Hickory Street just south of its intersection with Avenue 22 1/2. The road access must meet current driveway standards prior to the issuance of a building permit for the project. The project site is a 14'x60' mobile home on the southwest corner of the parcel. No hazardous waste is anticipated to be generated from the project. There will be a minor increase of traffic in the area for the duration of construction of the site.

The proposed project is located in the community of Fairmead and falls under Goal 1.A.3 of the general plan. This project will establish a new family within the community and the proposed general plan designation of LDR (Low Density Residential) could bring additional housing to the community.

The proposed general plan designation of LDR (Low Density Residential) allows for single family detached and attached homes, secondary residential units, bed-and-breakfast establishments, and limited agriculture uses. The zoning designation of Planned Development District (PDD) allows for creative and innovative use of the land by obtaining a CUP and it shall be consistent with the general plan designation. The proposed development of a mobile home is consistent with the general plan designation and zoning with a CUP.

The project was circulated to County Departments and outside regulatory agencies for comments and conditions. This included the California Department of Transportation, San Joaquin Valley Air Pollution Control District, Regional Water Quality Control, Department of Fish and Wildlife, State Regional Water Quality Control, the Chowchilla Yokuts Tribe, Picayune Rancheria of Chukchansi, Table Mountain Rancheria, the Dumna Tribe, and Sheriff's Office. Comments were received from the Environmental Health Division. The California Department of Transportation and the Table Mountain Rancheria had no concerns with the project.

The Department of Fish and Wildlife (formally the Department of Fish and Game) did not respond with comments on the project. A review of their database of species did indicate species potentially being present in the quadrangle in which the project is located. This indication does not imply that said species are or were occurring on the project site. It is not anticipated that any problems will exist as a result of migration of any species as a result of this project.

If this project is approved, the applicant will need to submit a check, made out to the County of Madera, in the amount of \$2,814.00 to cover the Notice of Determination (CEQA) filing at the Madera County Clerks' office. The amount covers the \$2,764.00 Department of Fish and Wildlife fee that took effect January 1, 2023, and the County Clerk \$50.00 filing fee. In lieu of the Fish and Wildlife fee, the applicant may choose to contact the Fresno office of the Department of Fish and Wildlife to apply for a fee waiver. The County Clerk Fee, Department of Fish and Wildlife Fee (or waiver if approved) is due within five days of approval of this permit.



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7.a

Planning Commission Summary and Action

Jacob Aragon, Planner II, presented the information on this item and recommended approval.

Comments: Primitivo Senior, applicant, spoke in favor of the project.

On a motion by Commissioner Palmer and seconded by Commissioner Miles-Mattingly it was ordered to approve the adoption of the Resolution recommending approval of General Plan Amendment (GP #2022-001), Conditional Use Permit (CUP #2022-011), subject to conditions and findings of fact, and Negative Declaration (ND #2023-13). The motion carried on a vote of 4-1 in favor. Yes: Commissioner Palmer, Commissioner Miles-Mattingly, Commissioner Dal Cerro, and Commissioner Burdette. No: Commissioner Estrada.

FISCAL IMPACT:

No fiscal impact to the General Fund.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 1: Community

Focus Area 4: Public Information

ATTACHMENTS

1. Resolution
2. Exhibits

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of	)	Resolution No.: 2023-_____
	)	
AMENDMENT TO MADERA	)	RESOLUTION APPROVING THE
COUNTY GENERAL PLAN AND	)	APPLICATION OF PRIMO REALTY
CONDITIONAL USE PERMIT	)	FOR A GENERAL PLAN AMENDMENT
(GP 2022-002, CUP 2022-011)	)	AND CONDITIONAL USE PERMIT
	)	AND APPROVING A NEGATIVE
	)	DECLARATION UNDER THE
	)	PROVISIONS OF THE CALIFORNIA
	)	ENVIRONMENTAL QUALITY ACT (CEQA)
_____	)	

WHEREAS, the County of Madera has heretofore adopted a General Plan pursuant to Government Code section 65300 et seq. and approved a Conditional Use Permit; and

WHEREAS, a proposed amendment to said General Plan and Conditional Use Permit was considered by the Madera County Planning Commission on August 1, 2023 and the Planning Commission recommended approval; and

WHEREAS, the project area to be considered consists of 0.6 acres located on the southeast corner of Avenue 22 1/2 and Hickory St, (19574 Ave 22 1/2), Chowchilla, and would amend the General Plan from CC (Community Commercial) to LDR (Low Density Residential) Designation and allow the placement of a mobile home.

WHEREAS, notice of this hearing was given as required by section 65090 of the Government Code. Certified proof of the required notice is contained in the Planning Commission file PRJ #2022-002.

NOW, THEREFORE, the Board of Supervisors finds as follows:

1. The proposed amendment is consistent with other portions of the County's General Plan and is compatible with the objectives, policies, general land uses and programs of those plans for the reasons set forth in the staff report prepared for this project, which are incorporated herein.

2. The proposed amendment will not have an adverse effect on the health, safety, and welfare of the community for the reasons set forth in the staff report prepared for this project, which are incorporated herein.

3. Prior to acting on this General Plan amendment and Conditional Use Permit, collectively referred to as the project, the Board of Supervisors has reviewed and considered the information contained in Negative Declaration #2023-013 together with any written and oral comments received during the public comment period and at the hearing on the project.

4. The Board adopts Negative Declaration #2023-013 prepared for this project and finds that the negative declaration reflects the independent judgment and analysis of the Board of Supervisors.

5. The findings set forth herein are based on the record in this matter, which consists of the report of the Planning Staff, materials contained in the Planning Commission file prepared for this project, the materials submitted to the Planning Commission and the Board of Supervisors, and testimony of Planning Commission Staff who presented the staff report. The Board further finds:

A. The proposed use is consistent with the General Plan and Zoning Ordinance. The proposed General Plan designation for the property is LDR (Low Density Residential) which provides for single family detached and attached homes. The property is zoned Planned Development District (PDD) which encourages and facilitates creative

and innovative use of the land subject to a Conditional Use Permit. All development in the PDD zone district shall be consistent with the County General Plan. The proposed mobile home adheres to the PDD zone district and is consistent with the proposed General Plan designation. The Zoning and proposed General Plan designations are consistent with the proposed use.

B. The Commission found that any potentially significant negative impacts to environmental quality and natural resources have been properly evaluated. Under the provisions of the California Environmental Quality Act (CEQA), Section 15074 and the Madera County Environmental Guidelines, the County has determined that this project will not have a significant effect on the environment.

C. The proposed project does not violate the spirit or intent of the zoning ordinance. The parcel is zoned Planned Development District (PDD). The zoning designation allows for creative and innovative use of the land but must be consistent with the County General Plan. The placement of a single-family dwelling on this parcel is consistent with the zoning and proposed General Plan designation. The Conditional Use Permit process requires submittal of supporting documentation that allows the jurisdiction to analyze the project for health, safety, and welfare issues to make a recommendation. The approved Conditional Use Permit provides the local jurisdiction the authority to ensure that the proposed project is maintained in a safe manner in accordance with the conditions included in the approval.

D. The request will not be contrary to the public health, safety, or general welfare of the citizens of Madera County. During construction phase there may be additional activity to the project site. This activity is temporary and not anticipated to be contrary to public health, safety, or general welfare of the community. Once the construction

is completed there is anticipated to be a negligible effect on public health, safety, or general welfare.

E. The proposed project will not be hazardous, harmful, noxious, offensive, or a nuisance because of noise, dust, smoke, odor, glare, or similar factors. The project must adhere to the conditions of approval and local and state health and building codes. By its nature, the project will not generate hazardous, harmful, noxious, or offensive odors. There may be a temporary increase in activity during the placement of the proposed dwelling. However, any impact from construction activities is anticipated to be less than significant.

F. The proposed project will not, for any reason, cause a substantial, adverse effect upon the property values and general desirability of the neighborhood. The project as designed will not have an adverse effect upon the property values and general desirability of the surrounding properties. Aesthetically, the proposed single-family dwelling will blend in with the surrounding residential uses, so the proposed project will not create any new impacts.

G. As a result of Findings A - F, the General Plan Amendment and Conditional Use Permit is approved, subject to the attached conditions.

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* * * * *

The foregoing Resolution was adopted this ____ day of _____, 2023, by the following vote:



Supervisor Wamhoff voted: _____
Supervisor Rogers voted: _____
Supervisor Poythress voted: _____
Supervisor Gonzalez voted: _____
Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: Dale E. Bacigalupi
Digitally signed by: Dale E. Bacigalupi
DN: CN = Dale E. Bacigalupi email = dbacigalupi@lozanosmith.com C = US O = Lozano Smith
Date: 2023.08.23 16:49:25 -07'00'

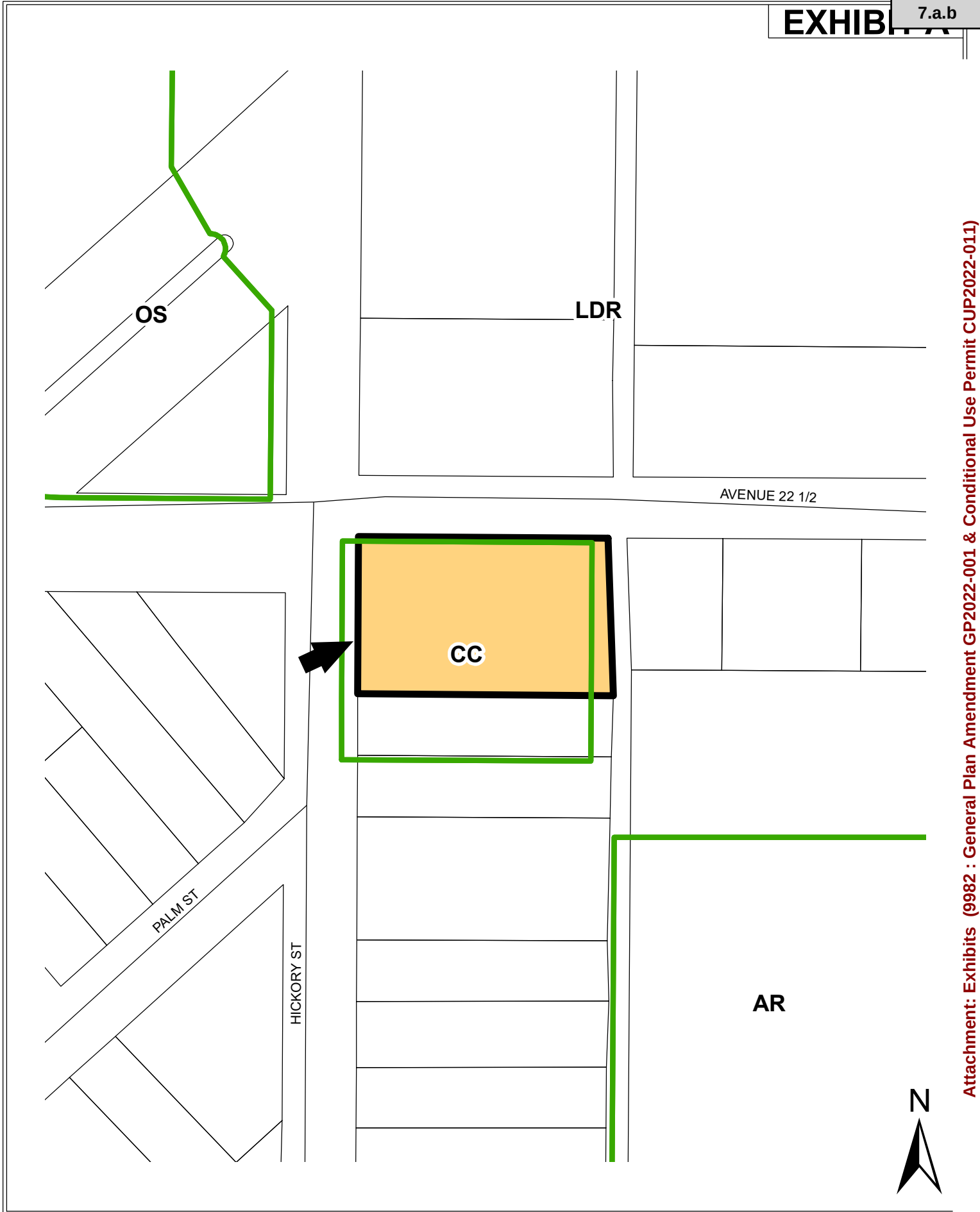
Attachment: Resolution (9982 : General Plan Amendment GP2022-001 & Conditional Use Permit CUP2022-011)

CONDITIONS OF APPROVAL

PROJECT NAME:	GP #2022-001 & CUP #2022-011, Assurance Development				
PROJECT LOCATION:	Located on the southeast corner of Avenue 22 1/2 and Hickory St, (19574 Ave 22 1/2), Chowchilla				
PROJECT DESCRIPTION:	The applicant is requesting a General Plan Amendment (GP#2022-001) to amend the land use designation from CC (Community Commercial) to LDR (Low Density Residential) and Conditional Use Permit #2022-011 to allow the installation of a 14' x 60' mobile home.				
APPLICANT:	Primo Realty				
CONTACT PERSON/TELEPHONE NUMBER:	(559) 706-4848				

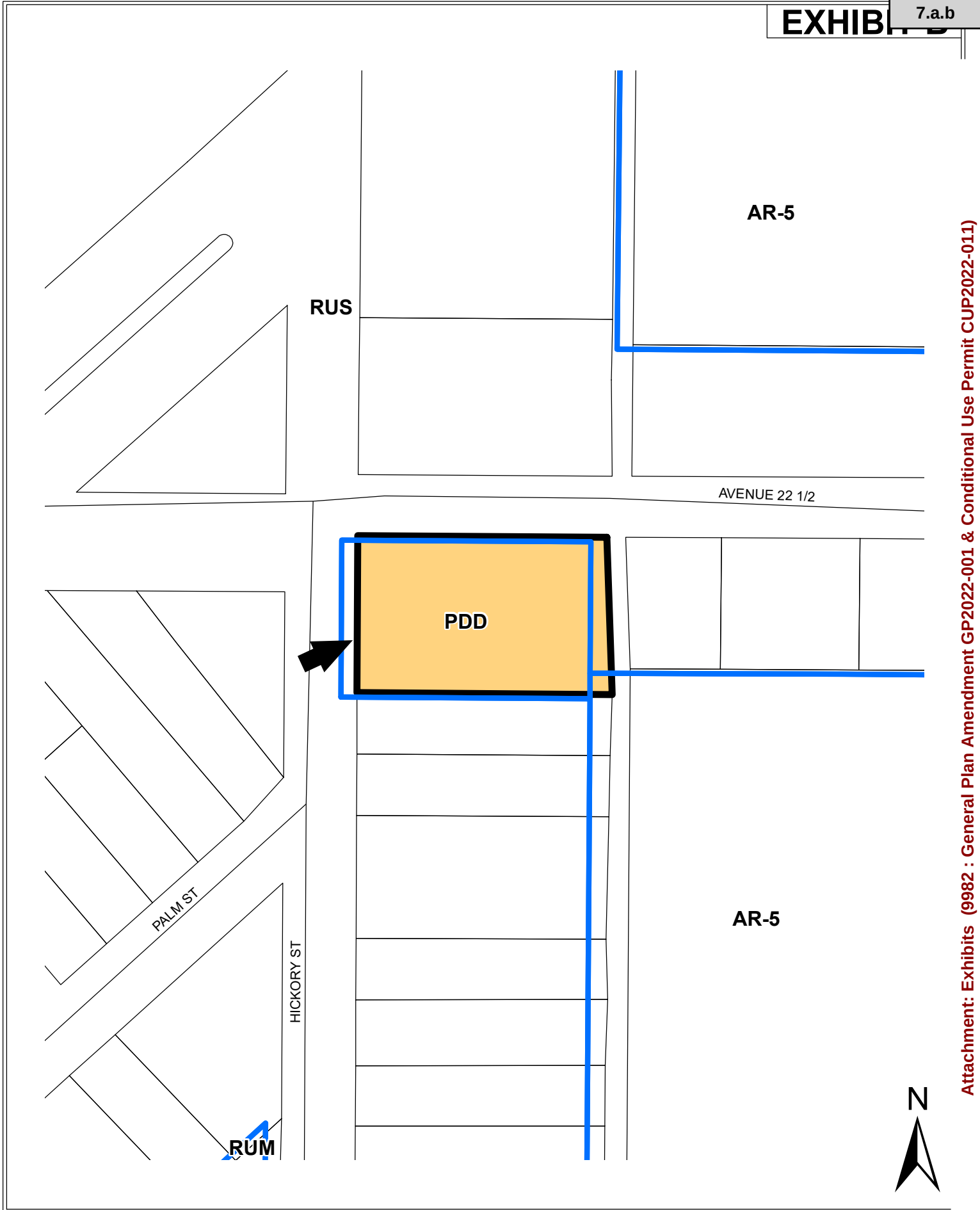
No.	Condition	Department/Agency	Verification of Compliance		
			Initials	Date	Remarks
Environmental Health					
1	Project must comply with Madera County Code Title 13 as it relates to Water and Sewer. Any creation of a New Public Water System, applicant will be required to follow Senate Bill 1263 guidelines.	EH			
2	Solid waste collection for recyclables, and garbage is required.	EH			
3	During the application process for required County permits, a more detailed review of the proposed project's compliance with all current local, state & federal requirements will be reviewed by this Division.	EH			
4	The construction and then ongoing operation must be done in a manner that shall not allow any type of public nuisance(s) to occur including but not limited to the following nuisance(s); Dust, Odor(s), Noise(s), Lighting, Vector(s) or Litter. This must be accomplished under accepted and approved Best Management Practices (BMP) and as required by the County General Plan, County Ordinances and any other related State and/or Federal jurisdiction.	EH			
Fire Marshal					
Planning					
1	Project to operate in accordance with submitted Operational Statement and plans unless otherwise modified by conditions of approval.	Planning			

No.	Condition	Department/Agency	Verification of Compliance		
			Initials	Date	Remarks
2	Must obtain building permit for the proposed structure.	Planning			
3	If archeological evidence is noted on the site prior to the start of construction, no work shall start without first notifying the Planning Department.	Planning			
4	If during the grading or trenching work archeological evidence is found, all work is to stop and the Planning Department is to be notified within 24 hours, or on the first work day following for weekends and holidays.	Planning			
Public Works					



Attachment: Exhibits (9982 : General Plan Amendment GP2022-001 & Conditional Use Permit CUP2022-011)

GENERAL PLAN MAP



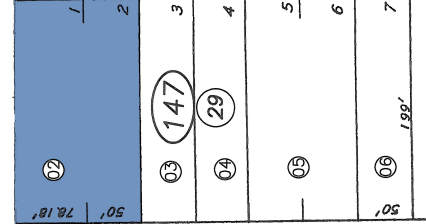
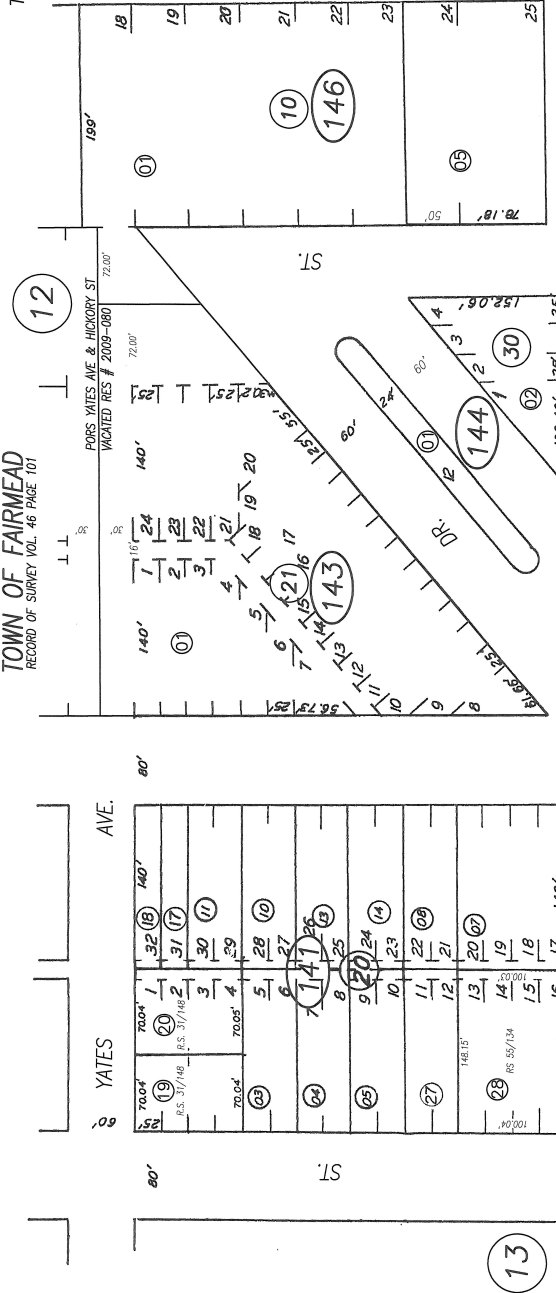
Attachment: Exhibits (9982 : General Plan Amendment GP2022-001 & Conditional Use Permit CUP2022-011)

ZONING MAP

27-14

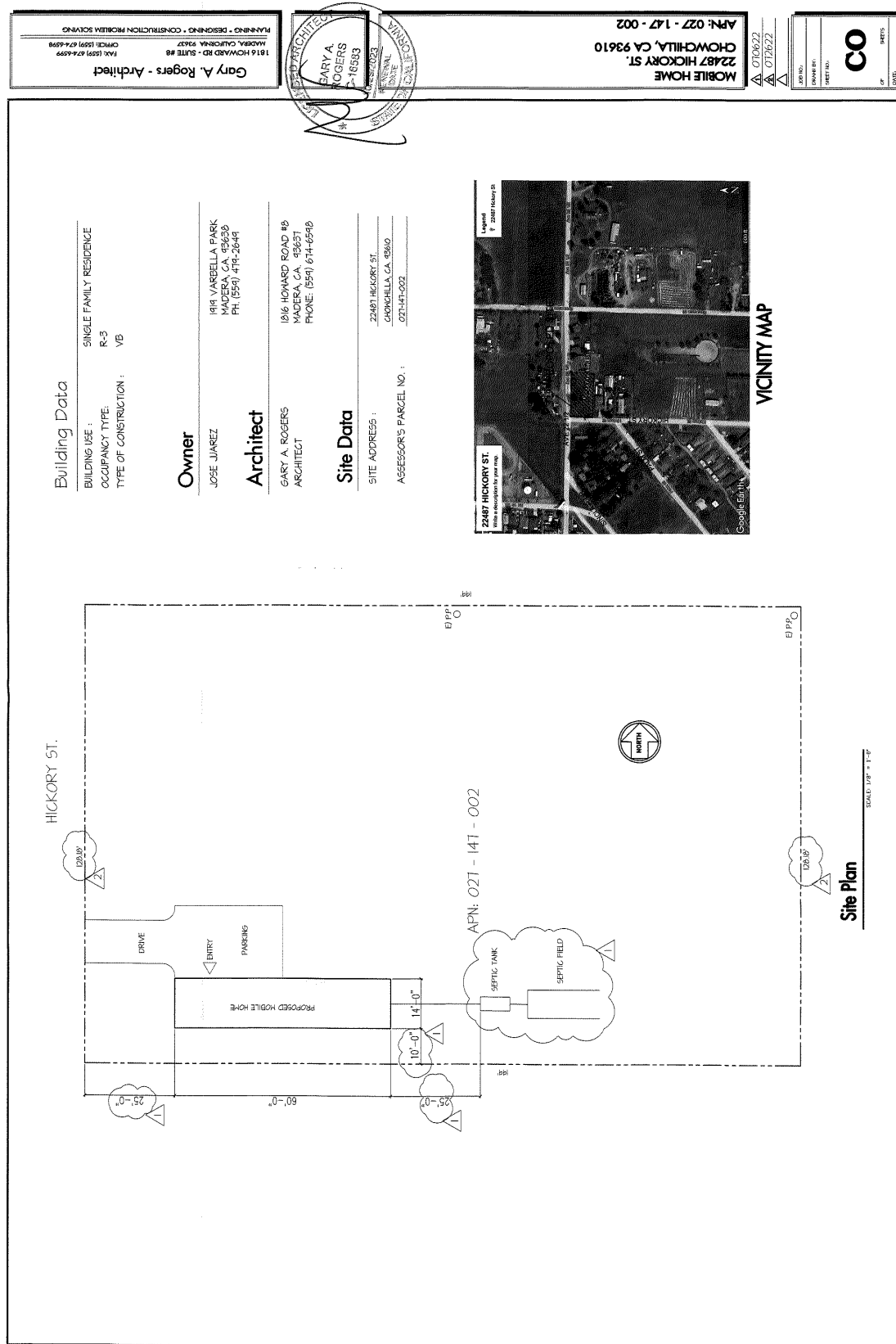
Tax Area Code
60-007

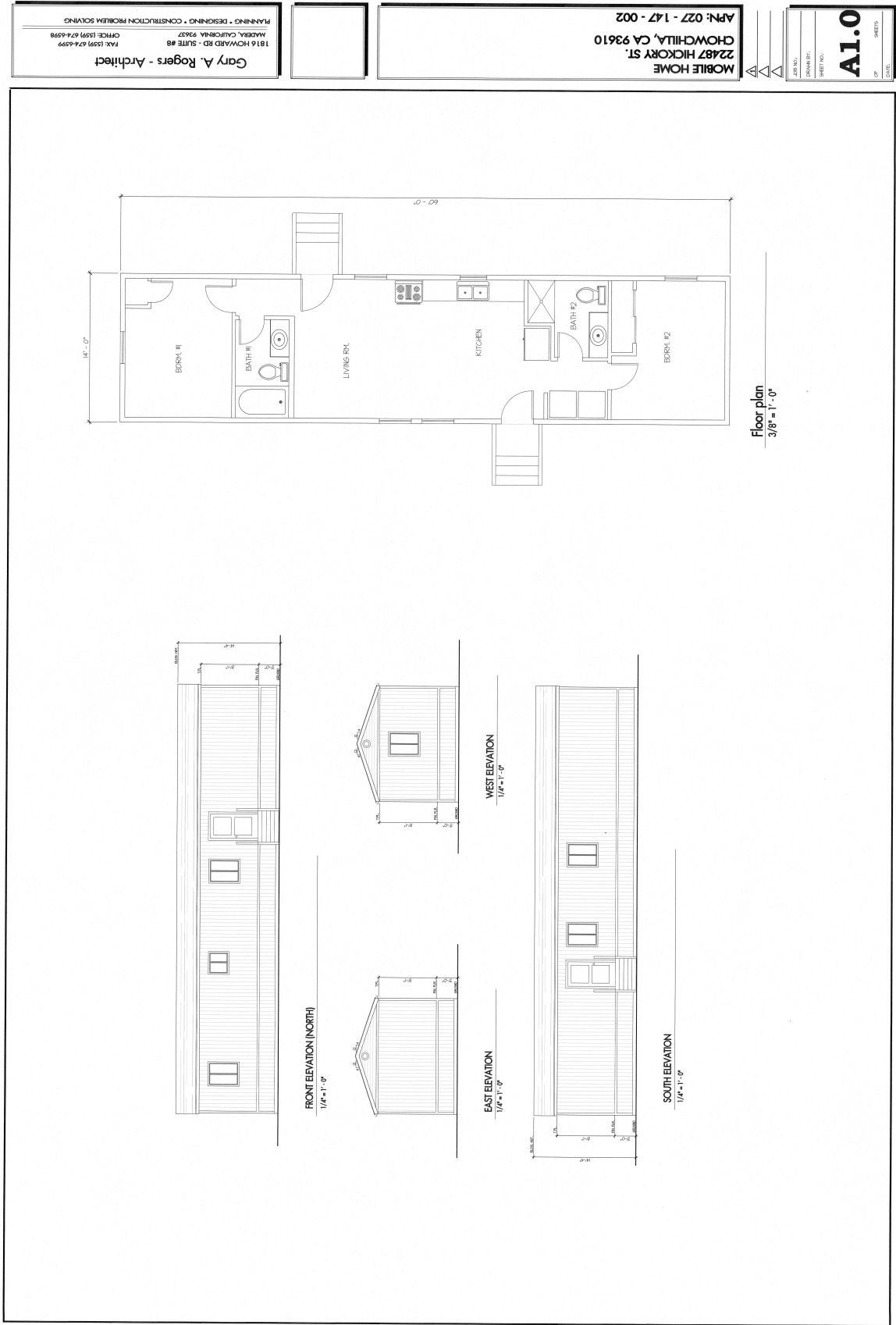
SEC. 11 T.10S. R16E, M.D.B.&M.
TOWN OF FAIRMEAD
RECORD OF SURVEY VOL. 46 PAGE 101



Assessor's Map No. 27-14
Madera Unified School Dist.
Fairmead
County of Madera, Calif.
1957

ASSESSOR'S MAP





FLOOR & ELEVATION PLAN MAP



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Attachment: Exhibits (9982 : General Plan Amendment GP2022-001 & Conditional Use Permit CUP2022-011)

AERIAL MAP



Attachment: Exhibits (9982 : General Plan Amendment GP2022-001 & Conditional Use Permit CUP2022-011)



Community and Economic Development
Planning Division

Matthew Treber
Director

- 200 W 4th Street
- Suite 3100
- Madera, CA 93637
- (559) 675-7821
- FAX (559) 675-6573
- TDD (559) 675-8970
- mc_planning@madera-county.c

OPERATIONAL/ENVIRONMENTAL STATEMENT
CHECKLIST

It is important that the operational/environmental statement provides for a complete understanding of your project proposal. Please be as detailed as possible.

1. Please provide the following information:
- Assessor's Parcel Number: 027-147-002
- Applicant's Name: PRIMITIVO NUÑO SR. DBA PRIMO REALTY
- Address: 24350 ROAD 19, CHOWCHILLA, CA. 93610
- Phone Number: (559) 706-4848
2. Describe the nature of your proposal/operation.
- RESIDENTIAL MOBILE HOME
3. What is the existing use of the property?
- VACANT LOT.
4. What products will be produced by the operation? Will they be produced onsite or at some other location? Are these products to be sold onsite?
- NONE.
5. What are the proposed operational time limits?
- Months (if seasonal): N/A
- Days per week: N/A
- Hours (from to): Total Hours per day:
6. How many customers or visitors are expected?
- Average number per day: NONE.
- Maximum number per day: N/A
- What hours will customers/visitors be there? N/A
7. How many employees will there be?
- Current: NONE.
- Future: N/A
- Hours they work: N/A
- Do any live onsite? If so, in what capacity (i.e. caretaker)? N/A

Attachment: Exhibits (9982 : General Plan Amendment GP2022-001 & Conditional Use Permit CUP2022-011)

8. What equipment, materials, or supplies will be used and how will they be stored? If appropriate, provide pictures or brochures.

N/A

9. Will there be any service and delivery vehicles? NONE.

Number: N/A

Type: N/A

Frequency: N/A

10. Number of parking spaces for employees, customers, and service/delivery vehicles. Type of surfacing on parking area.

NONE.

11. How will access be provided to the property/project? (street name)

HICKORY ST.

12. Estimate the number and type (i.e. cars or trucks) of vehicular trips per day that will be generated by the proposed development.

1 CAR PER DAY.

13. Describe any proposed advertising, including size, appearance, and placement.

NONE.

14. Will existing buildings be used or will new buildings be constructed? Indicate which building(s) or portion(s) of will be utilized and describe the type of construction materials, height, color, etc. Provide floor plan and elevations, if applicable.

2 CAR WOOD OPEN CAR PORT.

15. Is there any landscaping or fencing proposed? Describe type and location.

LANDSCAPING WILL BE ON SITE PLAN.

16. What are the surrounding land uses to the north, south, east and west property boundaries?

NORTH-HOME, EAST-VACANT LOT, SOUTH-HOUSE, WEST-HICKORY ST.

17. Will this operation or equipment used, generate noise above other existing parcels in the area?

NO.

18. On a daily or annual basis, estimate how much water will be used by the proposed development, and how is water to be supplied to the proposed development (please be specific).

WATER WILL BE USED BY NORMAL RESIDENTIAL USE, WATER TO BE SUPPLIED BY CONNECTING TO COMMUNITY WATER PIPE.

19. On a daily or weekly basis, how much wastewater will be generated by the proposed project and how will it be disposed of?

WASTEWATER WILL BE RESIDENTIAL NORMAL USE, WATER
WASTE WATER TO BE DISPOSED BY SEPTIC TANK.

20. On a daily or weekly basis, how much solid waste (garbage) will be generated by the proposed project and how will it be disposed of?

SOLID WASTE WILL BE RESIDENTIAL NORMAL WASTE, WASTE
TO BE DISPOSED BY PRIVATE GARBAGE COMPANY.

21. Will there be any grading? Tree removal? (please state the purpose, i.e. for building pads, roads, drainage, etc.)

IF NECESERY BUILDING PAD.

22. Are there any archeological or historically significant sits located on this property? If so, describe and show location on site plan.

NOT THAT WE KNOW.

23. Locate and show all bodies of water on application plot plan or attached map.

N/A

24. Show any ravines, gullies, and natural drainage courses on the property on the plot plan.

O.K. IF IT APPLIES.

25. Will hazardous materials or waste be produced as part of this project? If so, how will they be shipped or disposed of?

N/A

26. Will your proposal require use of any public services or facilities? (i.e. schools, parks, fire and police protection or special districts?)

NORMAL RESIDENTIAL PUBLIC SERVICES.

27. How do you see this development impacting the surrounding area?

IT WILL IMPROVE THE VALUE OF THE AREA.

28. How do you see this development impacting schools, parks, fire and police protection or special districts?

NORMAL RESIDENTIAL IMPACT.

29. If your proposal is for commercial or industrial development, please complete the following; Proposed Use(s):

N/A

Square feet of building area(s):

N/A

Total number of employees:

N/A

Building Heights:

N/A

30. If your proposal is for a land division(s), show any slopes over 10% on the map or on an attached map.

N/A



Community and Economic Development Environmental Health Division

Dexter Marr
Deputy Director

EXHIBIT 7.a.b

- 200 W. Fourth St.
- Suite 3100
- Madera, CA 93637
- TEL (559) 661-5191
- FAX (559) 675-6573
- TDD (559) 675-8970

MEMORANDUM

TO: Jacob Aragon
FROM: Dexter Marr, Environmental Health Division
DATE: June 20, 2023
RE: Primo Realty - Project - BdS - Chowchilla (027-147-002-000)

Comments

TO: Planning Division
FROM: Environmental Health Division
DATE: August 4, 2022
RE: Project (PRJ) #2022-002 Primo Realty, Chowchilla,
APN 027-147-002

The Environmental Health Division Comments:

Project must comply with Madera County Code Title 13 as it relates to Water and Sewer. Any creation of a New Public Water System, applicant will be required to follow Senate Bill 1263 guidelines.

Solid waste collection for recyclables, and garbage is required.

During the application process for required County permits, a more detailed review of the proposed project's compliance with all current local, state & federal requirements will be reviewed by this Division.

The construction and then ongoing operation must be done in a manner that shall not allow any type of public nuisance(s) to occur including but not limited to the following nuisance(s); Dust, Odor(s), Noise (s), Lighting, Vector(s) or Litter. This must be accomplished under accepted and approved Best Management Practices (BMP) and as required by the County General Plan, County Ordinances and any other related State and/or Federal jurisdiction.

If there are any questions or comments regarding these conditions/requirements please, feel free to contact our Division at (559) 675-7823.

Attachment: Exhibits (9982 : General Plan Amendment GP2022-001 & Conditional Use Permit CUP2022-011)



TABLE MOUNTAIN RANCHERIA

CULTURAL RESOURCES DEPARTMENT

August 23, 2022

Brenda D. Lavell

Tribal Chairperson

Beverly J. Hunter

Tribal Vice-Chairperson

Jenna Gosselaar

Tribal Secretary/Treasurer

Richard L. Jones

Tribal Council Member-At-Large

Michelle Heredia-Cordova

Tribal Council Member-At-Large

Madera County, Community Economic Development
Planning Division
Jacob Aragon, Planner
200 W. 4th Street, Suite 3100
Madera Ca. 93637

RE: Conditional Use Permit #2022-011, Primo Realty Project BdS
Chowchilla 027-147-002-00

To: Jacob Aragon

This is in response to your letter dated, August 1, 2022, regarding,
Conditional Use Permit #2022-011, Primo Realty Project BdS Chowchilla
027-147-002-00, Madera County, California.

*"Preserving our past,
Protecting our future"*

We appreciate receiving notice; however, this project site is beyond our
area of interest.

Sincerely,

Robert Pennell
Cultural Resources
Department
Director

Robert Pennell
Cultural Resources Director

Office (559) 325-0351

Fax (559) 325-0394

RECEIVED

AUG 23 2022
MADERA COUNTY
PLANNING/BUILDING DEPARTMENT

23736 Sky Harbour Road

P.O. Box 410

Friant, California 93626

Office (559) 316-6330

Fax (559) 822-6340

Attachment: Exhibits (9982 : General Plan Amendment GP2022-001 & Conditional Use Permit CUP2022-011)

Jacob Aragon

From: Hernandez, Edgar@DOT <Edgar.Hernandez@dot.ca.gov>
Sent: Tuesday, August 2, 2022 11:38 AM
To: Jacob Aragon
Cc: Padilla, Dave@DOT
Subject: FW: Project #2022-002 Review
Attachments: External Agency Review Packet.pdf; EAProjectReview.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you validate the sender and know the content is safe. Please forward this email to phish@maderacounty.com if you believe this email is suspicious.

Good morning Jacob,

Thank you for sending this over. The project application indicated the applicant proposes one (1) mobile home on the subject property. After completion of our review, Caltrans has a "no comment" for this project proposal.

Respectfully,

Edgar Hernandez

District 6 Office of Planning
 Associate Transportation Planner
 Work Cell: (559) 981-7436

From: Padilla, Dave@DOT <dave.padilla@dot.ca.gov>
Sent: Tuesday, August 2, 2022 10:04 AM
To: Hernandez, Edgar@DOT <Edgar.Hernandez@dot.ca.gov>
Subject: FW: Project #2022-002 Review

Hi Edgar,

Please take the lead on this review.

Thank you,

David Padilla
 Branch Chief, Transportation Planning
 (559) 905-9371

From: Jacob Aragon <Jacob.Aragon@maderacounty.com>
Sent: Tuesday, August 2, 2022 9:26 AM
To: Padilla, Dave@DOT <dave.padilla@dot.ca.gov>
Subject: Project #2022-002 Review

EXTERNAL EMAIL. Links/attachments may not be safe.

Good morning,

Attachment: Exhibits (9982 : General Plan Amendment GP2022-001 & Conditional Use Permit CUP2022-011)

County of Madera
California Environmental Quality Act (CEQA)
Initial Study

- 1. Project title:** PRJ-BDS #2022-002 (CUP #2022-011, GP #2022-001) – Primo Realty

- 2. Lead agency name and address:** County of Madera
Community and Economic Development Department
200 West 4th Street, Suite 3100
Madera, California 93637

- 3. Contact person and phone number:** Jacob Aragon, Planner II
559-675-7821
Jacob.Aragon@maderacounty.com

- 4. Project Location & APN:** The project is located on the southeast corner of Avenue 22 1/2 and Hickory St, (19574 Ave 22 1/2), Chowchilla.

APN# 027-147-002

- 5. Project sponsor's name and address:** Primo Realty
24350 Road 19
Chowchilla, CA 93610

- 6. General Plan Designation:** CC (Community Commercial)

- 7. Zoning:** PDD (Planned Development District)

- 8. Description of project:**
General Plan Amendment from CC (Community Commercial) to LDR (Low Density Residential) Designation and Conditional Use Permit for the placement of a 14'x60' mobile home in a PDD (Planned Development) zone district.

- 9. Surrounding Land Uses and Setting:**
Agricultural and Residential

- 10. Other Public Agencies Whose Approval is Required:**

None

- 11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code Section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?**

Local Tribes were contacted per AB 52 & SB 18. No comments were received.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|--|---|
| ☐ Aesthetics | ☐ Agricultural/Forestry Resources | ☐ Air Quality |
| ☐ Biological Resources | ☐ Cultural Resources | ☐ Energy |
| ☐ Geology/Soils | ☐ Greenhouse Gas Emissions | ☐ Hazards & Hazardous Materials |
| ☐ Hydrology/Water Quality | ☐ Land Use/Planning | ☐ Mineral Resources |
| ☐ Noise | ☐ Population/Housing | ☐ Public Services |
| ☐ Recreation | ☐ Transportation | ☐ Tribal Cultural Resources |
| ☐ Utilities/Service Systems | ☐ Wildfire | ☐ Mandatory Findings of Significance |

DETERMINATION (to be completed by Lead Agency)	
On the basis of this initial evaluation:	
☒	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
☐	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
☐	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
☐	I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
☐	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signed: Jacob Aragon Date: May 31, 2023

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
--	--------------------------------------	---	---------------------------------------	--------------

I. AESTHETICS

Except as provided in Public Resources Code Section 21099, would the project:

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Have a substantial adverse effect on a scenic vista? | ☐ | ☐ | ☐ | ☒ |
| b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | ☐ | ☐ | ☐ | ☒ |
| c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality? | ☐ | ☐ | ☐ | ☒ |
| d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? | ☐ | ☐ | ☐ | ☒ |

Responses:

(a - c) No Impact. There are no scenic vistas in the vicinity of this project site. There are no scenic resources on this property that will be damaged as a result of this project.

(d) No Impact. The proposed project will not create a substantial new amount of light in the area.

General Information:

A nighttime sky in which stars are readily visible is often considered a valuable scenic/visual resource. In urban areas, views of the nighttime sky are being diminished by "light pollution." Light pollution, as defined by the International Dark-Sky Association, is any adverse effect of artificial light, including sky glow, glare, light trespass, light clutter, decreased visibility at night, and energy waste. Two elements of light pollution may affect city residents: sky glow and light trespass. Sky glow is a result of light fixtures that emit a portion of their light directly upward into the sky where light scatters, creating an orange-yellow glow above a city or town. This light can interfere with views of the nighttime sky and can diminish the number of stars that are visible. Light trespass occurs when poorly shielded or poorly aimed fixtures cast light into unwanted areas, such as neighboring property and homes.

Light pollution is a problem most typically associated with urban areas. Lighting is necessary for nighttime viewing and for security purposes. However, excessive lighting or inappropriately designed lighting fixtures can disturb nearby sensitive land uses through

indirect illumination. Land uses which are considered “sensitive” to this unwanted light include residences, hospitals, and care homes.

Daytime sources of glare include reflections off light-colored surfaces, windows, and metal details on cars traveling on nearby roadways. The amount of glare depends on the intensity and direction of sunlight, which is more acute at sunrise and sunset because the angle of the sun is lower during these times.

Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
--------------------------------------	---	---------------------------------------	--------------

II. AGRICULTURAL AND FORESTRY RESOURCES

In determining whether agricultural impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Would the project:

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | ☐ | ☐ | ☐ | ☒ |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? | ☐ | ☐ | ☐ | ☒ |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? | ☐ | ☐ | ☐ | ☒ |
| d) Result in the loss of forest land or conversion of forest land to non-forest use? | ☐ | ☐ | ☐ | ☒ |

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

☐☐☐☒

Responses:

(a) No Impact. The project site is designated as Rural Residential Land and not considered Prime Farmland, Unique Farmland, or Farmland of Statewide Importance.

(b) No Impact. The project site is not subject to a Williamson Act Contract.

(c-e) No Impact. There is no forest land, or zoning for forest land, in the vicinity of the project site. There are no active farm practices on the property or will result in a conversion of land.

General Information

The California Land Conservation Act of 1965 -- commonly referred to as the Williamson Act -- enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use. In return, landowners receive property tax assessments which are much lower than normal because they are based upon farming and open space uses as opposed to full market value.

The Department of Conservation oversees the Farmland Mapping and Monitoring Program. The Farmland Mapping and Monitoring Program (FMMP) produces maps and statistical data used for analyzing impacts on California's agricultural resources. Agricultural land is rated according to soil quality and irrigation status; the best quality land is called Prime Farmland. The maps are updated every two years with the use of a computer mapping system, aerial imagery, public review, and field reconnaissance. The program's definition of land is below:

PRIME FARMLAND (P): Farmland with the best combination of physical and chemical features able to sustain long term agricultural production. This land has the soil quality, growing season, and moisture supply needed to produce sustained high yields. Land must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.

FARMLAND OF STATEWIDE IMPORTANCE (S): Farmland similar to Prime Farmland but with minor shortcomings, such as greater slopes or less ability to store soil moisture. Land must have been used for irrigated agricultural production at some time during the four years prior to the mapping date.

UNIQUE FARMLAND (U): Farmland of lesser quality soils used for the production of the state's leading agricultural crops. This land is usually irrigated but may include no irrigated orchards or vineyards as found in some climatic zones in California. Land must have been cropped at some time during the four years prior to the mapping date.

FARMLAND OF LOCAL IMPORTANCE (L): Land of importance to the local agricultural economy as determined by each county's board of supervisors and a local advisory committee.

GRAZING LAND (G): Land on which the existing vegetation is suited to the grazing of livestock. This category was developed in cooperation with the California Cattlemen's Association, University of California Cooperative Extension, and other groups interested in the extent of grazing activities. The minimum mapping unit for Grazing Land is 40 acres.

URBAN AND BUILT-UP LAND (D): Land occupied by structures with a building density of at least 1 unit to 1.5 acres, or approximately 6 structures to a 10-acre parcel. This land is used for residential, industrial, commercial, institutional, public administrative purposes, railroad and other transportation yards, cemeteries, airports, golf courses, sanitary landfills, sewage treatment, water control structures, and other developed purposes.

OTHER LAND (X): Land not included in any other mapping category. Common examples include low density rural developments; brush, timber, wetland, and riparian areas not suitable for livestock grazing; confined livestock, poultry or aquaculture facilities; strip mines, borrow pits; and water bodies smaller than 40 acres. Vacant and nonagricultural land surrounded by urban development and greater than 40 acres is mapped as Other Land.

VACANT OR DISTURBED LAND (V): Open field areas that do not qualify as an agricultural category, mineral and oil extraction area, off road vehicle areas, electrical substations, channelized canals, and rural freeway interchanges.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
III. AIR QUALITY				
Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with, or obstruct implementation of, the applicable air quality plan?	☐	☐	☐	☒
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☐	☒
c) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	☒

Responses:

(a - d) No Impact. No impacts have been identified as a result of this project. The project will not impact implementation of any air quality plans. There will be construction activity for a temporary period of time for the placement of a mobile home, causing a temporary increase in emission levels in the area. The general plan amendment from CC (Community Commercial) to LDR (Low Density Residential) will have a decrease in pollutants in the

area, as the proposed uses will be less intensive under general plan designation LDR.

Sensitive receptors are facilities that “house or attract children, the elderly, people with illnesses, or others who are especially sensitive to the effects of air pollution. Hospitals, schools, convalescent facilities and residential areas are examples of sensitive receptors.” (GAMAQI, 2002).

Due to the residential and agricultural landscape surrounding the proposed project, there will not be a large number of sensitive receptors that could be affected by the proposed project.

The project is consistent with the Air Quality Element of the General Plan and does not impact it at all.

Global Climate Change

Climate change is a shift in the “average weather” that a given region experiences. This is measured by changes in temperature, wind patterns, precipitation, and storms. Global climate is the change in the climate of the earth as a whole. It can occur naturally, as in the case of an ice age, or occur as a result of anthropogenic activities. The extent to which anthropogenic activities influence climate change has been the subject of extensive scientific inquiry in the past several decades. The Intergovernmental Panel on Climate Change (IPCC), recognized as the leading research body on the subject, issued its Fourth Assessment Report in February 2007, which asserted that there is “very high confidence” (by IPCC definition a 9 in 10 chance of being correct) that human activities have resulted in a net warming of the planet since 1750.

The California Environmental Quality Act (CEQA) requires an agency to engage in forecasting “to the extent that an activity could reasonably be expected under the circumstances. An agency cannot be expected to predict the future course of governmental regulation or exactly what information scientific advances may ultimately reveal” (CEQA Guidelines Section 15144, Office of Planning and Research commentary, citing the California Supreme Court decision in Laurel Heights Improvement Association v. Regents of the University of California [1988] 47 Cal. 3d 376).

Recent concerns over global warming have created a greater interest in greenhouse gases (GHG) and their contribution to global climate change (GCC). However, at this time there are no generally accepted thresholds of significance for determining the impact of GHG emissions from an individual project on GCC. Thus, permitting agencies are in the position of developing policy and guidance to ascertain and mitigate to the extent feasible the effects of GHG, for CEQA purposes, without the normal degree of accepted guidance by case law.

IV. BIOLOGICAL RESOURCES

Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of a native wildlife nursery site?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	☒

Responses:

(a) Less Than Significant. The proposed General Plan Amendment will change the current designation Community Commercial (CC) to Low Density Residential (LDR). The proposed conditional use permit will be for a 14'x60' mobile home in a Plan Development District

(PDD) which will be consistent with the proposed General Plan Amendment. Any proposed future development would have a similar environmental effect as any proposed development would have to adhere to the LDR land use designation. While species have been identified as being potentially endangered in the quadrangle of this project, no impacts to those species have been identified as a result of this project, directly or indirectly. These identified species in the quadrangle does not necessarily mean they are located on the project site either in a habitat setting or migrating through.

(b - c) No Impact. No impacts on riparian habits or wetlands have been identified as a result of this project. There are no vernal pools or habitats identified on the project site, nor any that would be impacted directly or indirectly as a result of this project. There are no federally identified wetlands on the project site.

(d) No Impact. There are no activities associated with this project off-site, therefore there will be no indirect impacts to habitats as a result.

(e - f) No Impact. No impacts have been identified as a result of this project.

There are no federally protected wetlands on or in the vicinity of this project. There are no streams or bodies of water of which migratory fish or other species that would use bodies of water would be impacted by this project.

While the list below shows species listed in the quadrangle in which this project is located, this does not necessarily mean that this species is actually located on the project site either in a habitat setting or migrating through. The CNDB only lists species in the quadrangle where the project is located, but this never is an indication of whether these species are or ever were on the project site. The Department of Fish and Wildlife was contacted in the early stages of the project for review and comment on the proposal. They did not provide any feedback as to whether there were any potential impacts on the site.

General Information

Special Status Species include:

- Plants and animals that are legally protected or proposed for protection under the California Endangered Species Act (CESA) or Federal Endangered Species Act (FESA);
- Plants and animals defined as endangered or rare under the California Environmental Quality Act (CEQA) §15380;
- Animals designated as species of special concern by the U.S. Fish and Wildlife Service (USFWS) or California Department of Fish and Game (CDFG);
- Animals listed as “fully protected” in the Fish and Game Code of California (§3511, §4700, §5050 and §5515); and
- Plants listed in the California Native Plant Society’s (CNPS) Inventory of
- Rare and Endangered Vascular Plants of California.

A review of both the County’s and Department of Fish and Wildlife’s databases for special status species have identified the following species:

Common Name	Federal Status	State Status	California Dept. Fish & Wildlife Listing	CNPS Listing
Swainsons hawk	None	Threatened	-	-
vernal pool fairy shrimp	Threatened	None	-	-
heartscale	None	None	-	1B.2
lesser saltscale	None	None	-	1B.1
succulent owls-clover	Threatened	Endangered	-	1B.2
Ewans larkspur	None	None	-	4.2

Berenda Quadrangle

List 1A: Plants presumed extinct

List 1B: Plants Rare, Threatened, or Endangered in California and elsewhere.

List 2: Plants Rare, Threatened, or Endangered in California, but more numerous elsewhere

List 3: Plants which more information is needed – a review list

List 4: Plants of Limited Distributed - a watch list

Ranking

0.1 – Seriously threatened in California (high degree/immediacy of threat)

0.2 – Fairly threatened in California (moderate degree/immediacy of threat)

0.3 – Not very threatened in California (low degree/immediacy of threats or no current threats known)

SSC Species of Special Concern

WL Watch List

Movement corridors are characterized by the regular movements of one or more species through relatively well-defined landscape features. They are typically associated with ridgelines, wetland complexes, and well-developed riparian habitats.

The area surrounding the parcel site has been developed for agricultural purposes, and there are some residential uses in the area, so the chances of habitats being present for nesting or migratory species are minimal.

General Information

Effective January 1, 2007, Senate Bill 1535 took effect that has changed de minimis findings procedures. The Senate Bill takes the de minimis findings capabilities out of the Lead Agency hands and puts the process into the hands of the California Department of Fish and Wildlife (formally the California Department of Fish and Game). A Notice of Determination filing fee is due each time a NOD is filed at the jurisdictions Clerk's Office. The authority comes under Senate Bill 1535 (SB 1535) and Department of Fish and Wildlife Code 711.4. Each year the fee is evaluated and has the potential of increasing. For the most up-to-date fees, please refer to: http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html.

The Valley Elderberry Longhorn Beetle (VELB) was listed as a threatened species in 1980. Use of the elderberry bush by the beetle, a wood borer, is rarely apparent. Frequently, the

only exterior evidence of the elderberry's use by the beetle is an exit hole created by the larva just prior to the pupal stage. According to the USFWS, the Valley Elderberry Longhorn Beetle habitat is primarily in communities of clustered Elderberry plants located within riparian habitat. The USFWS stated that VELB habitat does not include every Elderberry plant in the Central Valley, such as isolated, individual plants, plants with stems that are less than one inch in basal diameter or plants located in upland habitat.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES				
Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5?	☐	☐	☒	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☒	☐
c) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒	☐

Responses:

(a - c) Less Than Significant Impact. While the County is known to potentially have historical and archaeological resources, due to the development of surrounding properties as residential, the chances of finding any archaeological or paleontological resources are less than likely. Most of the paleontological finds in Madera County have been found in the proximity of the landfill, located near the community of Fairmead. Most of the historical finds in Madera County have been found in the mountain and foothill areas above the valley floor due to previous Native American presence in the area. However, any new findings are unlikely on this project due to the scale of the project's placement of a 14' x 60' mobile home. Parcels to the north, east, west, and south surrounding the site have been developed residential uses. The likelihood of any finds in this area is minimal. There are no known fossil bearing sediments on the project site. No known unique geological features in the vicinity of the project site exist. However, there is still the potential for uncovering previously unknown human remains or cemeteries. Therefore, the project will cease all operations in the event that any human remains, cemeteries, archaeological, paleontological, or historic resource is uncovered during the construction or operational phase of the project, until the County can determine whether or not the project can continue.

If project construction related activities (including but not limited to ground disturbing activities) result in the disturbing of subsurface cultural deposits, project related activities are to be halted and a professional archaeologist will be brought in to determine the culture of the deposits.

General Information

Public Resource Code 5021.1(b) defines a historic resource as "any object building,

structure, site, area or place which is historically significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California.” These resources are of such import, that it is codified in CEQA (PRC Section 21000) which prohibits actions that “disrupt, or adversely affect a prehistoric or historic archaeological site or a property of historical or cultural significance to a community or ethnic or social groups; or a paleontological site except as part of a scientific study.”

Archaeological importance is generally, although not exclusively, a measure of the archaeological research value of a site which meets one or more of the following criteria:

- Is associated with an event or person of recognized significance in California or American history or of recognized scientific importance in prehistory.
- Can provide information which is both of demonstrable public interest and useful in addressing scientifically consequential and reasonable archaeological research questions.
- Has a special or particular quality such as oldest, best example, largest, or last surviving example of its kind.
- Is at least 100 years old and possesses substantial stratigraphic integrity (i.e. it is essentially undisturbed and intact).
- Involves important research questions that historic research has shown can be answered only with archaeological methods.

Reference CEQA Guidelines §15064.5 for definitions.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
VI. ENERGY				
Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☐	☒
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	☒

Responses:

(a-b) No Impact. No impacts have been identified as part of the proposed conditional use permit and general plan amendment, as the proposed project will permit the placement of a 14' x 60' mobile home.

Adopted federal vehicle fuel standards have continually improved since their original adoption in 1975 and assists in avoiding the inefficient, wasteful and unnecessary use of energy by vehicles.

VII. GEOLOGY AND SOILS

Would the project:

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zone Map issued by the State Geologist for the area, or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

ii) Strong seismic ground shaking?

iii) Seismic-related ground failure, including liquefaction?

iv) Landslides?

b) Result in substantial soil erosion or the loss of topsoil?

c) Be located on a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zone Map issued by the State Geologist for the area, or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geological unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	☒
	☐	☐	☐	☒

e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

☐☐☐☒

Responses:

(a. i – iii) Less Than Significant Impact. Madera County is divided into two major physiographic and geologic provinces: the Sierra Nevada Range and the Central Valley. The Sierra Nevada physiographic province in the northeastern portion of the county is underlain by metamorphic and igneous rock. It consists mainly of homogenous types of granitic rocks, with several islands of older metamorphic rock. The central and western parts of the county are part of the Central Valley province, underlain by marine and non-marine sedimentary rocks.

The foothill area of the County is essentially a transition zone, containing old alluvial soils that have been dissected by the west-flowing rivers and streams which carry runoff from the Sierra Nevada's.

Seismicity varies greatly between the two major geologic provinces represented in Madera County. The Central Valley is an area of relatively low tectonic activity bordered by mountain ranges on either side. The Sierra Nevada's, partly within Madera County, are the result of movement of tectonic plates which resulted in the creation of the mountain range. The Coast Ranges on the west side of the Central Valley are also a result of these forces, and continued movement of the Pacific and North American tectonic plates continues to elevate the ranges. Most of the seismic hazards in Madera County result from movement along faults associated with the creation of these ranges.

There are no active or potentially active faults of major historic significance within Madera County. The County does not lie within any Alquist Priolo Special Studies Zone for surface faulting or fault creep.

However, there are two significant faults within the larger region that have been and will continue to be, the principal sources of potential seismic activity within Madera County.

San Andreas Fault: The San Andreas Fault lies approximately 45 miles west of the county line. The fault has a long history of activity and is thus a concern in determining activity in the area.

Owens Valley Fault Group: The Owens Valley Fault Group is a complex system containing both active and potentially active faults on the eastern base of the Sierra Nevada Range. This group is located approximately 80 miles east of the County line in Inyo County. This system has historically been the source of seismic activity within the County.

The *Draft Environmental Impact Report* for the state prison project near Fairmead identified faults within a 100-mile radius of the project site. Since Fairmead is centrally located along Highway 99 within the county, this information provides a good indicator of the potential seismic activity which might be felt within the County. Fifteen active faults (including the San Andreas and Owens Valley Fault Group) were identified in the *Preliminary*

Geotechnical Investigation. Four of the faults lie along the eastern portion of the Sierra Nevada Range, approximately 75 miles to the northeast of Fairmead. These are the Parker Lake, Hartley Springs, Hilton Creek and Mono Valley Faults. The remaining faults are in the western portion of the San Joaquin Valley, as well as within the Coast Range, approximately 47 miles west of Fairmead. Most of the remaining 11 faults are associated with the San Andreas, Calaveras, Hayward and Rinconada Fault Systems which collectively form the tectonic plate boundary of the Central Valley.

In addition, the Clovis Fault, although not having any historic evidence of activity, is considered to be active within quaternary time (within the past two million years), is considered potentially active. This fault line lies approximately six miles south of the Madera County line in Fresno County. Activity along this fault could potentially generate more seismic activity in Madera County than the San Andreas or Owens Valley fault systems. However, because of the lack of historic activity along the Clovis Fault, there is inadequate evidence for assessing maximum earthquake impacts.

Seismic ground shaking, however, is the primary seismic hazard in Madera County because of the County's seismic setting and its record of historical activity (General Plan Background Element and Program EIR). The project represents no specific threat or hazard from seismic ground shaking, and all new construction will comply with current local and state building codes. Other geologic hazards, such as landslides, lateral spreading, subsidence, and liquefaction have not been known to occur within Madera County.

According to the Madera County General Plan Background Report, groundshaking is the primary seismic hazard in Madera County. The valley portion of Madera County is located on alluvium deposits, which tend to experience greater groundshaking intensities than areas located on hard rock. Therefore, structures located in the valley will tend to suffer greater damage from groundshaking than those located in the foothill and mountain areas.

Liquefaction is a process whereby soil is temporarily transformed to a fluid form during intense and prolonged ground shaking. According to the Madera County General Plan Background Report, although there are areas of Madera County where the water table is at 30 feet or less below the surface, soil types in the area are not conducive to liquefaction because they are either too coarse in texture or too high in clay content; the soil types mitigate against the potential for liquefaction.

(a - iv) No Impact. There are no known impacts that will occur as a direct or indirect result of this project. The area is topographically flat, so landslides are not as common.

(b) Less Than Significant Impact. The parcel is subject to potential erosion due to rain events. Due to the topographically flat nature of the project site, potential erosion is seen to be minimal.

(c – f) No Impact. There are no known impacts that will occur as a direct or indirect result of this project.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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VIII. GREENHOUSE GAS EMISSIONS

Would the project:

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? | ☐ | ☐ | ☒ | ☐ |
| b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? | ☐ | ☐ | ☒ | ☐ |

Responses:

(a - b) Less than Significant Impact. There will be minimal construction involved in the process of placing a 14' x 60' mobile home. Any increase in greenhouse gases would attribute to the by-right uses of the associated parcels and not due to the proposed general plan amendment. The proposed general plan amendment will not cause an impact but would allow for additional dwellings. Therefore, any future development must go through the CUP process due to the zone being PDD (Planned Development District).

Greenhouse Gas (GHG) Emissions: The potential effect of greenhouse gas emission on global climate change is an emerging issue that warrants discussion under CEQA. Unlike the pollutants discussed previously that may have regional and local effects, greenhouse gases have the potential to cause global changes in the environment. In addition, greenhouse gas emissions do not directly produce a localized impact but may cause an indirect impact if the local climate is adversely changed by its cumulative contribution to a change in global climate. Individual development projects contribute relatively small amounts of greenhouse gases that when added to other greenhouse gas producing activities around the world would result in an increase in these emissions that have led many to conclude is changing the global climate. However, no threshold has been established for what would constitute a cumulatively considerable increase in greenhouse gases for individual development projects. The State of California has taken several actions that help to address potential global climate change impacts.

Assembly Bill 32 (AB 32), the California Global Warming Solutions Act of 2006, outlines goals for local agencies to follow in order to bring Greenhouse Gas (GHG) emissions to 1990 levels (a 25% overall reduction) by the year 2020. The California Air Resources Board (CARB) holds the responsibility of monitoring and reducing GHG emissions through regulations, market mechanisms and other actions. A Draft Scoping Plan was adopted by CARB in order to provide guidelines and policy for the State to follow in its steps to reduce GHG. According to CARB, the scoping plan's GHG reduction actions include direct regulations, alternative compliance mechanisms, monetary and non-monetary incentives, voluntary actions, and market-based mechanisms such as a cap-and-trade system.

Following the adoption of AB 32, the California State Legislature adopted Senate Bill 375, which became the first major bill in the United States that would aim to limit climate change

by linking directly to “smart growth” land use principles and transportation. It adds incentives for projects which intend to be in-fill, mixed use, affordable and self-contained developments. SB 375 includes the creation of a Sustainable Communities Strategy (SCS) through the local Metropolitan Planning Organizations (MPO) in order to create land use patterns which, reduce overall emissions and vehicle miles traveled. Incentives include California Environmental Quality Act streamlining and possible exemptions for projects which fulfill specific criteria.

		Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
IX. HAZARDS AND HAZARDOUS MATERIALS					
Would the project:					
a) Create a significant hazard to the public or environment through the routine transport, use or disposal of hazardous materials?		☐	☐	☐	☒
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?		☐	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?		☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?		☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?		☐	☐	☐	☒
		☐	☐	☐	☒

f) Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?

g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

☐☐☐☒

Responses:

(a – b) No Impact. The project proposal will not bring hazardous impact to the surrounding area. The proposed general plan amendment and CUP will not include any production or storage of hazardous waste. The general plan amendment will not cause an impact but would allow for additional residential dwellings and any future shall go through the CUP process.

(c – d) No Impact. No impacts have been identified as a result of this project. The project is within one quarter mile of a school, but it is not anticipated to generate any hazardous waste.

(e – g) No Impact. The project is not located within the vicinity of a public airport. No impacts have been identified as a result of this project.

A material is considered hazardous if it appears on a list of hazardous materials prepared by a federal, state, or local agency, or if it has characteristics defined as hazardous by such an agency. The California Code of Regulations (CCR) defines a hazardous material as a substance that, because of physical or chemical properties, quantity, concentration, or other characteristics, may either (1) cause an increase in mortality or an increase in serious, irreversible, or incapacitating illness; or (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of, or otherwise managed (CCR Title 22 Division 4.5 Chapter 10 Article 2 §66260.10).

Hazardous wastes are defined in the same manner. Hazardous wastes are hazardous materials that no longer have practical use, such as substances that have been discarded, discharged, spilled, contaminated or are being stored prior to proper disposal. Hazardous materials and hazardous wastes are classified according to four properties: toxicity, ignitability, corrosively, and reactivity.

General Information

Any hazardous material because of its quantity, concentration, physical or chemical properties, pose a significant present or potential hazard to human health and safety, or the environment the California legislature adopted Article I, Chapter 6.95 of the Health and Safety Code, Sections 25500 to 25520 that requires any business handling or storing a hazardous material or hazardous waste to establish a Business Plan. The information obtained from the completed Business Plans will be provided to emergency response personnel for a better-prepared emergency response due to a release or threatened release of a hazardous material and/or hazardous waste.

Business owners that handle or store a hazardous material or mixtures containing a hazardous material, which has a quantity at any one time during the year, equal to or greater than:

- 1) A total of 55 gallons,
- 2) A total of 500 pounds,
- 3) 200 cubic feet at standard temperature and pressure of compressed gas,
- 4) Any quantity of Acutely Hazardous Material (AHM).

Assembly Bill AB 2286 requires all business and agencies to report their Hazardous Materials Business Plans to the Certified Unified Program Agency (CUPA) information electronically at <http://cers.calepa.ca.gov>

X. HYDROLOGY AND WATER QUALITY

Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	☐	☐	☒	☐
(i) result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
(ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☒	☐
(iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐

(iv) Impede or redirect flood flows?

☐☐☐☒

7.a.b

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?

☐☐☐☒

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

☐☐☐☒

Responses:

(a - b) Less Than Significant Impact. The proposed project will not have an increase in water usage. The proposed general plan amendment of CC (Community Commercial) to LDR (Low Density Residential) is expected to have a less intensive groundwater usage of the area. The proposed single-family dwelling will be connected to the MD-33 water system and will have less than significant impact to groundwater.

(c i - iii) Less Than Significant Impact. The project in and of itself will have less than significant impact due to the increase of impervious surfaces on the parcel. The 14' x 60' mobile home will generate additional runoff but will have a less than significant impact on drainage systems. The proposed conditional use permit and general plan amendment will not cause an impact but would allow for possible increased residential dwellings, the impacts are expected as less than significant.

(c - iv) No Impact. No impacts have been identified as a result of this project.

(d) No Impact. A seiche is an occasional and sudden oscillation of the water of a lake, bay or estuary producing fluctuations in the water level and caused by wind, earthquakes or changes in barometric pressure. A tsunami (from the Japanese language, roughly translated as "harbor wave") is an unusually large sea wave produced by seaquake or undersea volcanic eruption. According to the California Division of Mines and Geology, there are no active or potentially active faults of major historic significance within Madera County. Additionally, there are no bodies of water (lakes, etc.) within proximity of the site. Madera County is geographically located in the center of the state, therefore not affected by tsunamis.

(e) No Impact. The proposed project will not have any impact to groundwater management as the maximum number of dwelling units that will be allowed by right will have less impacts than the current CC (Community Commercial) land use designation.

Rainfall is unable to percolate into paving that is expected to be on each site (building pad, driveways, structures, etc.) and is converted almost entirely into storm run-off, often exceeding the capacity of existing drainage system, causing intermittent flooding, increased flooding and other adverse impacts. It is possible that the quality of storm water may be affected by pollution such as, but not limited to, oil, grease, fuel, dissolved metals from batteries, and glycols from automotive coolant or antifreeze. The applicant shall mitigate any impacts associated with storm water contamination caused by this project.

General Information

Groundwater quality contaminants of concern in the Valley Floor include high salinity (total

dissolved solids), nitrate, uranium, arsenic, methane gas, iron, manganese, slime production, and dibromochloropropane with the maximum contaminant level exceeded in some areas. Despite the water quality issues noted above, most of the groundwater in the Valley Floor is of suitable quality for irrigation. Groundwater of suitable quality for public consumption has been demonstrated to be present in most of the area at specific depths.

Groundwater quality contaminants of concern in the Foothills and Mountains include manganese, iron, high salinity, hydrogen sulfide gas, uranium, nitrate, arsenic, and methylbutylethylene (MTBE) with the maximum concentration level being exceeded in some areas. Despite these problems, there are substantial amounts of good-quality groundwater in each of the areas evaluated in the Foothills and Mountains. Iron and manganese are commonly removed by treatment. Uranium treatment is being conducted on a well by the Bass Lake Water Company.

A seiche is an occasional and sudden oscillation of the water of a lake, bay or estuary producing fluctuations in the water level and caused by wind, earthquakes or changes in barometric pressure. A tsunami (from the Japanese language, roughly translated as "harbor wave") is an unusually large sea wave produced by seaquake or undersea volcanic eruption. According to the California Division of Mines and Geology, there are no active or potentially active faults of major historic significance within Madera County. As this property is not located near any bodies of water, no impacts are identified.

The flood hazard areas of the County of Madera are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare. These flood losses are caused by uses that are inadequately elevated, flood proofed, or protected from flood damage. The cumulative effect of obstruction in areas of special flood hazards which increase flood height and velocities also contribute to flood loss.

XI. LAND USE AND PLANNING

Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒

Responses:

(a - c) No Impact. No impacts identified as a result of this proposed project. The proposed general plan amendment and CUP is to establish a single-family residence on the parcel. If approved the general plan amendment will change CC (Community Commercial) to LDR (Low Density Residential) Designation and the CUP will permit a single-family residence on a parcel zoned PDD (Planned Development District).

XII. MINERAL RESOURCES

Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

Potentially Significant Impact ☐ Less Than Significant With Mitigation Incorporation ☐ Less Than Significant Impact ☐ No Impact ☒

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Potentially Significant Impact ☐ Less Than Significant With Mitigation Incorporation ☐ Less Than Significant Impact ☐ No Impact ☒

Responses:

(a - b) No Impact. There are no known minerals in the vicinity of the project site.

XIII. NOISE

Would the project result in:

a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinances, or applicable standards of other agencies?

Potentially Significant Impact ☐ Less Than Significant With Mitigation Incorporation ☐ Less Than Significant Impact ☐ No Impact ☒

b) Generation of excessive groundborne vibration or groundborne noise levels?

Potentially Significant Impact ☐ Less Than Significant With Mitigation Incorporation ☐ Less Than Significant Impact ☐ No Impact ☒

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted,

Potentially Significant Impact ☐ Less Than Significant With Mitigation Incorporation ☐ Less Than Significant Impact ☐ No Impact ☒

within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Responses:

(a - b) No Impact. Minimal construction will be associated with this project. Due to the rural setting surrounding the property, any ambient noise generated by the proposed residential uses will have minimal disturbance to the immediate area. The proposed general plan amendment will not cause an impact but would allow for additional dwellings, by amending the CUP. With the size of the current proposal of a 14' x 60' mobile home, the impacts are expected as less than significant.

(c) No Impact. This project is not within proximity to an airstrip or airport. It is not within an airport/airspace overlay district. There will be no impacts as a result.

General Discussion

The Noise Element of the Madera County General Plan (Policy 7.A.5) provides that noise which will be created by new non-transportation noise sources shall be mitigated so as not to exceed the Noise Element noise level standards on lands designated for noise-sensitive uses. However, this policy does not apply to noise levels associated with agricultural operations. All the surrounding properties, while include some residential units, are designated and zoned for agricultural uses. This impact is therefore considered less than significant.

Construction noise typically occurs intermittently and varies depending upon the nature or phase of construction (e.g. demolition/land clearing, grading and excavation, erection). The United States Environmental Protection Agency has found that the average noise levels associated with construction activities typically range from approximately 76 dBA to 84 dBA Leq, with intermittent individual equipment noise levels ranging from approximately 75 dBA to more than 88 dBA for brief periods.

Short Term Noise

Noise from localized point sources (such as construction sites) typically decreases by approximately 6 dBA with each doubling of distance from source to receptor. Given the noise attenuation rate and assuming no noise shielding from either natural or human-made features (e.g. trees, buildings, and fences), outdoor receptors within approximately 400 feet of construction site could experience maximum noise levels of greater than 70 dBA when onsite construction-related noise levels exceed approximately 89 dBA at the project site boundary. Construction activities that occur during the more noise-sensitive eighteen hours could result in increased levels of annoyance and sleep disruption for occupants of nearby existing residential dwellings. As a result, noise-generating construction activities would be considered to have a potentially significant short-term impact. However, with implementation of mitigation measures, this impact would be considered less than significant.

Long Term Noise

Mechanical building equipment (e.g. heating, ventilation and air conditioning systems, and

boilers), associated with the proposed structures, could generate noise levels of approximately 90 dBA at 3 feet from the source. However, such mechanical equipment systems are typically shielded from direct public exposure and usually housed on rooftops, within equipment rooms, or within exterior enclosures.

Landscape maintenance equipment, such as leaf blowers and gasoline powered mowers, could result in intermittent noise levels that range from approximately 80 to 100 dBA at 3 feet, respectively. Based on an equipment noise level of 100 dBA, landscape maintenance equipment (assuming a noise attenuation rate of 6 dBA per doubling of distance from the source) may result in exterior noise levels of approximately 75 dBA at 50 feet.

MAXIMUM ALLOWABLE NOISE EXPOSURE FOR NON-TRANSPORTATION NOISE SOURCES*

		Residential	Commercial	Industrial (L)	Industrial (H)	Agricultural
Residential	AM	50	60	55	60	60
	PM	45	55	50	55	55
Commercial	AM	60	60	60	65	60
	PM	55	55	55	60	55
Industrial (L)	AM	55	60	60	65	60
	PM	50	55	55	60	55
Industrial (H)	AM	60	65	65	70	65
	PM	55	60	60	65	60
Agricultural	AM	60	60	60	65	60
	PM	55	55	55	60	55

*As determined at the property line of the receiving land use. When determining the effectiveness of noise mitigation measures, the standards may be applied on the receptor side of noise barriers at the property line.

AM = 7:00 AM to 10:00 PM

PM = 10:00 PM to 7:00 AM

L = Light

H = Heavy

Note: Each of the noise levels specified above shall be lowered by 5 dB for pure tone noises, noises consisting primarily of speech or music, or for recurring impulsive noises. These noise level standards do not apply to residential units established in conjunction with industrial or commercial uses (e.g. caretaker dwellings).

Vibration perception threshold: The minimum ground or structure-borne vibrational motion necessary to cause a normal person to be aware of the vibration by such direct means as, but not limited to, sensation by touch or visual observation of moving objects. The perception threshold shall be presumed to be a motion velocity of one-tenth (0.1) inches per second over the range of one to one hundred Hz.

Reaction of People and Damage to Buildings from Continuous Vibration Levels		
Velocity Level, PPV (in/sec)	Human Reaction	Effect on Buildings

0.006 to 0.019	Threshold of perception; possibility of intrusion	Damage of any type unlikely
0.08	Vibration readily perceptible	Recommended upper level of vibration to which ruins and ancient monuments should be subjected
0.10	Continuous vibration begins to annoy people	Virtually no risk of architectural damage to normal buildings
0.20	Vibration annoying to people in buildings	Risk of architectural damage to normal dwellings such as plastered walls or ceilings
0.4 to 0.6	Vibration considered unpleasant by people subjected to continuous vibrations vibration	Architectural damage and possibly minor structural damage
Source: Whiffen and Leonard 1971		

XIV. POPULATION AND HOUSING

Would the project:

a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and business) or indirectly (for example, through extension of roads or other infrastructure)?

Potentially Significant Impact ☐ Less Than Significant With Mitigation Incorporation ☐ Less Than Significant Impact ☐ No Impact ☒

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

Potentially Significant Impact ☐ Less Than Significant With Mitigation Incorporation ☐ Less Than Significant Impact ☐ No Impact ☒

Responses:

(a - b) No Impact. No impacts have been identified as a result of this project, as the project site is in an established subdivision where growth is expected.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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XV.PUBLIC SERVICES

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

i) Fire protection?	☐	☐	☒	☐
ii) Police protection?	☐	☐	☒	☐
iii) Schools?	☐	☐	☒	☐
iv) Parks?	☐	☐	☒	☐
v) Other public facilities?	☐	☐	☒	☐

Responses:

(a-i – a-v) Less Than Significant Impact. The proposed conditional use permit and general plan amendment will not cause a significant impact but would allow for a residential dwelling on the parcel. The general plan amendment will also allow for additional housing on the parcel, but an amended CUP will be required.

The Madera County Fire Department exists through a contract between Madera County and CalFire (California Department of Forestry and Fire Prevention) and operates six stations for County responses in addition to the state funded CALFIRE stations for state responsibility areas. Under an “Amador Plan” contract, the County also funds the wintertime staffing of four fire seasonal CALFIRE stations. In addition, there are ten paid-call (volunteer) fire companies that operate from their own stations. The administrative, training, purchasing, warehouse, and other functions of the Department operate through a single management team with County Fire Administration.

Any future building construction will be governed by the requisite Building, Life, Safety and Fire Codes applicable at the time of construction.

Crime and emergency response is provided by the Madera County Sherriff's Department. There will be an incidental need for law enforcement with current and additional future dwelling units.

County Sherriff's Department personnel are strapped for resources as well. With new

development, the potential for criminal activity (including but not limited to: home burglaries, assaults, auto thefts) increases.

Currently, the Madera County's Sherriff's Department provides law enforcement and patrols in the planning area, operating from substations in Oakhurst on Road 425B and the Mountain Government Center in Bass Lake.

A Federal Bureau of Investigations 2009 study suggests that there is on average of 2.7 law enforcement officials per 1,000 population for all reporting counties. The number for cities had an average of 1.7 law enforcement officials per 1,000 population.

The project would allow for a slight increase the surrounding population at a future date, but the amount of development is considered less than significant.

Single Family Residences have the potential for adding to school populations. The average per Single Family Residence is:

Grade	Student Generation per Single Family Residence
K – 6	0.425
7 – 8	0.139
9 – 12	0.214

The Madera County General Plan allocates three acres of park available land per 1,000 residents' population.

XVI. RECREATION

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

☐

Potentially
Significant
Impact

☐

Less Than
Significant
Impact

☐

No
Impact

☒

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

☐
☐
☐
☒

Responses:

(a - b) No Impact. The proposed conditional use permit and general plan amendment will not cause an impact but will permit the placement of a mobile home on the project site. A single-family residence will have no impact of existing parks and recreational facilities. The project does not include any recreational facilities.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
XVII. TRANSPORTATION				
Would the project:				
a) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	☐	☐	☒	☐
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☒	☐
c) Substantially increase hazards due to a geometric design feature (e.g. sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
d) Result in inadequate emergency access?	☐	☐	☒	☐

Responses:

(a - b) Less than Significant Impact. The proposed project is not anticipated to generate any additional traffic that could significantly impact the area. Access to the parcel is off Hickory Street.

In the area around the proposed project, opportunities for bicycles and pedestrians, especially as an alternative to the private automobile, are significantly limited by lack of developed shoulders, sidewalks or pavement width accommodating either mode. The condition is not uncommon in rural areas where distances between origins and destinations are long and the terrain is either rolling or mountainous. In the locations outside urbanized

portions of the County, the number of non-recreational pedestrians/cyclists would likely be low, even if additional facilities were provided.

(c - d) Less Than Significant Impact. The proposed project does not propose any roadway changes or infrastructure.

As with most rural areas, Madera County is served by limited alternative transportation modes. Currently, only limited public transportation facilities or routes exist within the area. Volunteer systems such as the driver escort service, as well as the senior bus system, operate for special purpose activities and are administered by the Madera County Action Committee. The rural densities which are prevalent throughout the region have typically precluded successful public transit systems, which require more concentrated populations in order to gain sufficient ridership.

Local circulation is largely deficient with these same State Highways and County Roads composing the only existing network of through streets. Most local streets are dead-end drives, many not conforming to current County improvement standards. Existing traffic, particularly during peak hour and key intersections, already exhibits congestion.

The project site is located off Hickory St. in Fairmead and would not result in impacts to emergency access.

Madera County currently uses Level Of Service "D" as the threshold of significance level for roadway and intersection operations. The following charts show the significance of those levels.

Level of Service	Description	Average Control Delay (sec./car)
A	Little or no delay	0 – 10
B	Short traffic delay	>10 – 15
C	Medium traffic delay	> 15 – 25
D	Long traffic delay	> 25 – 35
E	Very long traffic delay	> 35 – 50
F	Excessive traffic delay	> 50

Unsignalized intersections.

Level of Service	Description	Average Control Delay (sec./car)
A	Uncongested operations, all queues clear in single cycle	< 10
B	Very light congestion, an occasional phase is fully utilized	>10 – 20
C	Light congestion; occasional queues on approach	> 20 – 35
D	Significant congestion on critical approaches, but intersection is functional. Vehicles required to wait through more than one cycle during short peaks. No long-standing queues formed.	> 35 – 55

E	Severe congestion with some long-standing queues on critical approaches. Traffic queues may block nearby intersection(s) upstream of critical approach(es)	> 55-80
F	Total breakdown, significant queuing	> 80

Signalized intersections.

Level of service	Freeways	Two-lane rural highway	Multi-lane rural highway	Expressway	Arterial	Collector
A	700	120	470	720	450	300
B	1,100	240	945	840	525	350
C	1,550	395	1,285	960	600	400
D	1,850	675	1,585	1,080	675	450
E	2,000	1,145	1,800	1,200	750	500

Capacity per hour per lane for various highway facilities

Madera County is predicted to experience significant population growth in the coming years (62.27 percent between 2008 and 2030). Accommodating this amount of growth presents a challenge for attaining and maintain air quality standards and for reducing greenhouse gas emissions. The increase in population is expected to be accompanied by a similar increase in vehicle miles traveled (VMT) (61.36 percent between 2008 and 2030).

Horizon Year	Total Population (thousands)	Employment (thousands)	Average Weekday VMT (millions)	Total Lane Miles
2010	175	49	5.4	2,157
2011	180	53	5.5	NA
2017	210	63	6.7	NA
2020	225	68	7.3	2,264
2030	281	85	8.8	2,277

Source: MCTC 2007 RTP

The above table displays the predicted increase in population and travel. The increase in the lane miles of roads that will serve the increase in VMT is estimated at 120 miles or 0.94 percent by 2030. This indicates that roadways in Madera County can be expected to become much more crowded than is currently experienced.

Emissions of CO (Carbon Monoxide) are the primarily mobile-source criteria pollutant of local concern. Local mobile-source CO emissions near roadway intersections are a direct function of traffic volume, speed and delay. Carbon monoxide transport is extremely limited; it disperses rapidly with distance from the source under normal meteorological conditions. Under certain meteorological conditions, however, CO concentrations close to congested roadway or intersection may reach unhealthy levels, affecting local sensitive receptors (residents, school children, hospital patients, the elderly, etc.). As a result, the SJVAPCP recommends analysis of CO emissions of at a local rather than regional level. Local CO concentrations at intersections projected to operate at level of service (LOS) D or better do not typically exceed national or state ambient air quality standards. In addition, non-signalized intersections located within areas having relatively low background concentrations do not typically have sufficient traffic volumes to warrant analysis of local CO concentrations.

As this project is not within an airport/airspace overlay district, or in proximity to any airport or airstrip within the County, no impacts to airspace or air flight will occur as a result.

XVIII. TRIBAL CULTURAL RESOURCES

Would the project:

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

i. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or

☐ ☐ ☐ ☒

ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

☐ ☐ ☐ ☒

Responses:

(a - b) No Impact. There are no sites listed on the historical registry on this parcel.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
XIX. UTILITIES AND SERVICE SYSTEMS				
Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment, or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	☒
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☐	☒
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it had adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	☒
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	☒

Responses:

(a - e) No Impact. No impacts have been identified as a result of this project. Any future development as a result of the project will have a detailed review to ensure all current local, state and federal requirements are met.

Madera County has 34 County Service Areas and Maintenance Districts that together operate 30 small water systems and 16 sewer systems. Fourteen of these special districts are located in the Valley Floor, and the remaining 20 special districts are in the Foothills and Mountains. MD-1 Hidden Lakes, Bass Lake (SA-2B and SA-2C) and SA-16 Sumner Hill have surface water treatment plants, with the remaining special districts relying solely on groundwater.

The major wastewater treatment plants in the County are operated in the incorporated cities of Madera and Chowchilla and the community of Oakhurst. These wastewater systems have been recently or are planned to be upgraded, increasing opportunities for use of recycled water. The cities of Madera and Chowchilla have adopted or are in the process of developing Urban Water Management Plans. Most of the irrigation and water districts have individual groundwater management plans. All of these agencies engage in some form of groundwater recharge and management.

Groundwater provides almost the entire urban and rural water use and about 75 percent of the agricultural water use in the Valley Floor. The remaining water demand is met with surface water. Almost all of the water use in the Foothills and Mountains is from groundwater with only three small water treatment plants relying on surface water from the San Joaquin River and its tributaries.

In areas of higher precipitation (Oakhurst, North Fork, and the topographically higher part of the Coarsegold Area), groundwater recharge is adequate for existing uses. However, some problems have been encountered in parts of these areas due to well interference and groundwater quality issues. In areas of lower precipitation (Raymond-Hensley Lake and the lower part of the Coarsegold area), groundwater recharge is more limited, possibly requiring additional water supply from other sources to support future development.

Madera County is served by a solid waste facility (landfill) in Fairmead. There is a transfer station in North Fork. The Fairmead facility also provides for Household Hazardous Materials collections on Saturdays. The unincorporated portion of the County is served by Red Rock Environmental Group. Above the 1000 foot elevation, residents are served by EMADCO services for solid waste pick-up.

XX. WILDFIRE

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

Responses:

(a – d) No Impact. No impacts identified as a result of this project.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
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XIX. MANDATORY FINDINGS OF SIGNIFICANCE

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

☐	☐	☐	☒
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b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

☐	☐	☐	☒
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c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

☐	☐	☐	☒
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Responses:

CEQA defines three types of impacts or effects:

- Direct impacts are caused by a project and occur at the same time and place (CEQA §15358(a)(1).
- Indirect or secondary impacts are reasonably foreseeable and are caused by a project but occur at a different time or place. They may include growth inducing effects and other effects related to changes in the pattern of land use, population density or growth rate and related effects on air, water and other natural systems, including ecosystems (CEQA §15358(a)(2).
- Cumulative impacts refer to two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts (CEQA §15355(b)). Impacts

from individual projects may be considered minor but considered retroactively with other projects over a period of time, those impacts could be significant, especially where listed or sensitive species are involved.

(a - c) No Impact. While there have been some minimal impacts identified through this study, none are considered significant in and of themselves, and/or cumulative inducing enough to be considered significant.

Bibliography

California Department of Finance

California Department of Transportation (CALTRANS)

California Integrated Waste Management Board

California Environmental Quality Act Guidelines

United States Environmental Protection Agency

Caltrans website http://www.dot.ca.gov/hq/LandArch/scenic_highways/index.htm accessed October 31, 2008

California Department of Fish and Wildlife "California Natural Diversity Database" <https://www.wildlife.ca.gov/Data/CNDDDB/Maps-and-Data#43018410-cnddb-quickview-tool>

Madera County Airport Land Use Compatibility Plan

Madera County Dairy Standards Environmental Impact Report

Madera County General Plan

Madera County Integrated Regional Water Management Plan

Madera County Department of Environmental Health

Madera County Fire Marshall's Office

Madera County Department of Public Works

Madera County Roads Department

State of California, Department of Finance, *E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011 and 2012, with 2010 Benchmark*. Sacramento, California, May 2012

GP#2022-001 & CUP#2022-011 1

May 31, 2023

NEGATIVE DECLARATION

ND#2023-013

RE: GP#2022-001 & CUP#2022-011– Primo Realty

LOCATION AND DESCRIPTION OF PROJECT:

The property is located on the southeast corner of Avenue 22 1/2 and Hickory St, (19574 Ave 22 1/2), Chowchilla.

ENVIRONMENTAL IMPACT:

An Initial Study has been conducted and findings have been made that the proposed project will have no significant effect on the environment.

BASIS FOR NEGATIVE DECLARATION:

1. Initial Study.

Jacob Aragon
Madera County Environmental Committee

A copy of the negative declaration and all supporting documentation is available for review at the Madera County Planning Department, 200 West Fourth Street, Ste. #3100, Madera, California.

DATED: May 31, 2023

FILED:

PROJECT APPROVED:

Attachment: Exhibits (9982 : General Plan Amendment GP2022-001 & Conditional Use Permit CUP2022-011)

6/28/23

Jacob Aragon

When this property was up for sale, others including myself were told by the real estate salesman. This property was being sold as a commercial lot. The information that was given by him, was that this property has always been zoned commercial. It would have to stay commercial. Also, that it could not be turned into a residential lot.

This new owner has put up a steel siding fence around the front of this property. It sticks out like a sore thumb. This is not a industrial neighborhood.

This owner/person over this lot has no respect for his neighbors at all. He runs his trucking Co. out of this yard for the most part 5 to 6 days a week. His 2-main trucks come in and out of his gate on the 22 1/2 street side.

3:00Am - 4:00Am 1 truck is driving up or pulling out. He leaves them running double parked on the street with their bright hazard lights blinking. While those air-brakes are sounding off. Almost every morning!

He pulls his trucks & trailers out of this yard on the 22 1/2 street side. He has to swing so wide that he has to drive on top of the property across the street. The water main pipes are sticking above ground. Where his trucks have ran over that whole area. The entire front of the property across the street from this yard has been compacted because of the weight of these trucks and trailers and their loads, turning off of the street and onto that property.

6/28/23

We now find out the owner of this property at
19574 Ave 22 1/2 Chonchilla CA 93610
Has Primo Realty requesting a General Plan Amendment
GP# 2022-001 and conditional use permit CUP# 2022-011
to allow a mobile home in a PDD zone district.

A Primo Realty sales man is the one that gave the
information of this property, not being able to be a
residential location.

So how is it now that Primo Realty can give information
to the public. That was clearly not true or whatever
their Primo Realty & Suarez Jose objective is. Something
was definitely misleading to all others interested in
this property at the time sale.

So as far as my wife and I are concerned. For a
vote as to the allowance of a mobile home on this
property.

You have 2-NO VOTES

June 2023

To Whom it May Concern:

I am writing regarding the request for my neighbor at 19574 Ave 22 1/2, Chawchilla, CA to place a new trailer/mobile home ~~or~~ or manufactured home on the property.

The owner of the property has not been respectful of the existing community and other neighbors need for peace and quiet in our homes during late night and early morning hours. The owner of that lot runs a trucking company from that location and trucks with loud refrigeration units and diesel engines are coming and going and sitting idle all hours of the night and early morning. I have to be at work early in the mornings and I'm often awakened earlier than I need to be awake by the sound of semitrucks sitting idle. The truck drivers don't seem to be

(2)

experienced because they have caused damage to some of the properties in the area when attempting to turn the trucks with trailers attached.

Although the lot is zoned Commercial it seems like to me someone should have asked the neighbors about allowing a trucking company to be run in what is now a quiet residential area.

I am not able to attend any meetings. but I want you to know I am against any additional housing units being moved on that property because of the potential for additional traffic and noise on the surrounding streets.

Sincerely,
Neighbor who wants to sleep peacefully in their own home



BOARD OF SUPERVISORS COUNTY OF MADERA

MADERA COUNTY GOVERNMENT CENTER
200 WEST 4TH STREET / MADERA, CALIFORNIA 93637
(559) 675-7700 / FAX (559) 673-3302 / TDD (559) 675-8970
Agendas available: www.MaderaCounty.com

Members of the Board

, District 1
, District 2
, District 3
, District 4
, District 5

7.b

AGENDA ITEM SUBMITTAL

October 3, 2023

Chairman David Rogers

DEPARTMENT Community & Economic Development/Planning Division		DEPARTMENT CONTACT Maria Rocha 559-675-7821		AGENDA ITEM 7.b PUBLIC HEARINGS:	
SUBJECT: 2023 Agricultural Preserves and Farmland Security Zones Less than 100 Acres		REQUIRED VOTE: 3/5 Votes Required	DOC. ID NUMBER 9992	DATE REC'D	
STRATEGIC FOCUS AREA(S): Community					
<u>For Clerk of the Board's Office Use Only</u>					
Is this item Budgeted? No Will this item require additional personnel? No Previous Relevant Board Actions: PowerPoint/Supporting Documents: Resolution, Other/Misc			DOCUMENT NO(S).		

RECOMMENDED ACTIONS:

Hearing to adopt a Resolution to permit establishment of Agricultural Preserves of less than 100 acres (Ag Preserve No. 1750, 1751, 1752 and Farmland Security Zone No. 299).

DISCUSSION / FISCAL IMPACT / STRATEGIC FOCUS:

DISCUSSION:

Under the provisions of the Rules and Procedures for Agricultural Preserves (attached), applications for preserves less than 100 acres in size require the making of findings and specific conditions of approval for inclusion in the program. Another requirement of the Rules and Procedures is for all parcels to be zoned to a more restrictive district which is consistent with the provisions of the Williamson Act. To be considered for inclusion within an agricultural preserve, a parcel must be devoted to an agricultural, open-space, or recreational use, or a use determined to be compatible therewith. The Agricultural Preserve/Farmland Security Zone Review Committee is recommending the approval of a total of 16 parcels. See the attached defect list for a summary of the recommendations.

FISCAL IMPACT:



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7.b

Approval of this resolution in itself will have no effect on the General Fund. Later actions will establish Agricultural Preserves through the approval of contracts with property owners. These contracts will affect the tax structure for the involved properties and will, therefore, have an impact on the General Fund to be determined upon re-assessment of taxes. This impact can be partially mitigated by the passage of Assembly Bill 1265 which allows the County to re-capture 10 percent of the property tax benefits provided to owners of Williamson Act lands.

CONNECTION TO THE COUNTY OF MADERA STRATEGIC PLAN - MISSION 2023:

STRATEGIC FOCUS AREAS

Focus Area 1: Community

ATTACHMENTS

1. Resolution
2. RULES AND PROCEDURES

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of	)	Resolution No.: <u>2023 -</u>
	)	
AGRICULTURAL PRESERVES AND	)	A RESOLUTION TO PERMIT
FARMLAND SECURITY ZONES OF	)	ESTABLISHMENT OF AGRICULTURAL
LESS THAN 100 ACRES	)	PRESERVES OF LESS THAN 100 ACRES
	)	
_____	)	

WHEREAS, the Board of Supervisors conducted a hearing as provided by Government Code section 51230 on September 19, 2023, to consider applications to establish agricultural preserves of less than 100 acres; and

WHEREAS, the Board of Supervisors makes the following findings:

1. **FINDING**: Smaller zones are necessary due to the unique characteristics of the agricultural enterprises in the area.

EVIDENCE: The smaller zones primarily consist of prime agricultural land and are used for vineyards, row crops, and trees.

2. **FINDING**: The establishment of agricultural preserves of less than 100 acres is consistent with the Madera County General Plan.

a. **SUBFINDING**: The County of Madera has officially adopted a general plan.

EVIDENCE: Madera County Resolution No. 95-256.

b. **SUBFINDING**: The land use permitted by this resolution is compatible with the objectives, policies, general land uses, and programs specified in the Madera County General Plan.

//

EVIDENCE: One objective of the Open Space and Conservation Element of the General Plan is “to encourage continued, and where possible, increased agricultural activities on lands designated for agricultural use.” (*Agricultural Land Use Policy 5.A.6*) The General Plan also provides that the County “shall actively encourage enrollments of Agricultural lands in its Williamson Act Program, particularly on the edges of new growth areas.” (*Agricultural Land Use Policy 5.A.12*)

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Madera that:

1. The establishment of those proposed agricultural preserves numbered 1750, 1751, 1752, and proposed farmland security zone numbered 299, less than 100 acres set forth on the defect list, attached hereto as Exhibit “A,” be approved, subject to compliance with the listed conditions and conditioned upon compliance with all other requirements for the establishment of agricultural preserves, based upon the foregoing findings.

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* * * * *

The foregoing Resolution was adopted this ____ day of _____, 2023,
by the following vote:



Supervisor Wamhoff voted: _____
Supervisor Rogers voted: _____
Supervisor Poythress voted: _____
Supervisor Gonzalez voted: _____
Supervisor Macaulay voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

Crystal M.
By Pizano 
Digitally signed by: Crystal M. Pizano
DN: CN = Crystal M. Pizano email = cpizano@lozanosmith.com C = US
O = LOZANO SMITH
Date: 2023.08.29 15:55:18 -07'00'

Attachment: Resolution (9992 : 2023 Agricultural Preserves and Farmland Security Zones Less than 100 Acres)

EXHIBIT A

2023 Ag Preserve/Farmland Security Zone applications: Summary and Defect list

AP #	NAME	APN	AC	USE	P/NP	ZONE	GP	DEFECTS	WCC	Location
1749	Boberg Alfred & Ellen Trustee	052-050-016	121	Cattle Grazing		ARF	AE	Rezone to ARE-40	2023-001	Road 400 - Madera
1750	Sudhakar Gavini	031-111-017	40.1	Pistachio		ARE-20	AE	1. Rezone to ARE-40 <100 ac	2023-002	Valley Floor - Madera
1751	Peter & Amy Anderson	050-041-076	40.29	Grazing		ARE-40	AE	<100 ac	2023-003	Foothills - Coarsgold
1752	FAIRCHILD JEROMIE F & MELISSA E ETAL	051-021-021	36.67	Grazing		ARE-40	AE	<100 ac	2023-004	Foothills - Coarsgold
1753	Michael Wu	057-122-008 & 057-122-002	160	Grazing		RRS-10	AR	Rezone to ARE-40	2023-005	Mountains - Oakhurst
1754	GILL LAKHBIR S & MANJIT K ETAL	047-352-012, 047-352-013, 047-352-014, 048-120-006, 048-120-007	340.87	Pistachio		ARE-20, ARE-40	AE	Rezone to ARE-40	2023-006	Valley Floor - Madera
FS2 #	NAME	APN	AC	USE	P/NP	ZONE	GP	DEFECTS	WCC	
299	SRK FARMS LLC	029-200-040	38.67	Almond		ARE-40	A	<100 ac	2023-007	Valley Floor - Madera
300	SMITH CLARK TRUSTEE & DIANA M TRUSTEE ETAL	031-092-005, -006, -007, -008	161.8	Pistachio		ARE-20, ARE-40	AE	Rezone to ARE-40	2023-008	Road 600 - Madera

Parcel Count: 16

**COUNTY OF MADERA
RULES AND PROCEDURES
FOR
AGRICULTURAL PRESERVES**

As Amended March 2011

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RULES AND PROCEDURES FOR AGRICULTURAL PRESERVES

1. **AUTHORITY.** These rules and procedures are authorized by Government Code Section 51231 and govern the administration of agricultural preserves, including procedures for initiating, filing, and processing requests to establish agricultural preserves, to alter the boundaries of agricultural preserves, and to terminate agricultural preserve contracts. These rules and procedures shall not be construed as imposing a mandatory duty upon a County officer or employee to discharge any duty created herein.

2. **DEFINITIONS.** The following definitions apply to these rules and procedures:
 - a. "Agricultural Commodity" means any and all plant and animal products produced in Madera County for Commercial purposes.

 - b. "Agricultural Preserve" means an area devoted to agricultural uses or uses compatible with agricultural uses, which is established in accordance with these rules and procedures and the Williamson Act.

 - c. "Agricultural Use" means the use of land for the purpose of producing an agricultural commodity.

 - d. "Applicant's Representative" means the person designated on the application for agricultural preserve to receive all correspondence and notices on behalf of all other persons listed on the applications.

 - e. "Compatible Use" means the following:
 - (1) The erection, construction, alteration, or maintenance of gas, electric, water, communication, or agricultural laborer housing facilities.

 - (2) Those uses allowed outright or with a permit as set forth in Madera County Code Chapters 18.58 or 18.60, if the agricultural preserve is zoned ARE-40, -80, -160, -320, or -640.

 - (3) Those uses allowed outright or with a permit as set forth in Madera County Code Chapter 18.585, if the agricultural preserve is zoned AEX-40.

 - (4) Recreational uses.

(5) Open-space uses.

- f. **"Lot Book Report"** is a report prepared by a title company stating the owner of the property and all deeds of trust, security interests, and other similar recorded interests affecting the property subject to the report. A "current" lot book report is one that was prepared not more than 45 days prior to its receipt by the County. The lot book report shall include maps showing the location of the property in relation to the City of Madera and showing the layout of the parcel(s) and a listing of the Assessor's Parcel Numbers (APN) assigned to the property.
- g. **"Open-Space Use"** means the use or maintenance of land in such manner as to preserve its natural characteristics, beauty, or openness for the benefit and enjoyment of the public, or to provide essential habitat for wildlife, if the land is within a state or county-designated scenic highway corridor as defined in Government Code Section 51201(i), a county-designated wildlife habitat area as defined in Government Code Section 51201(j), or a managed wetland area as defined in Government Code Section 51202(l).
- h. **"Prime Agricultural Land"** means any of the following:
 - (1) All land which qualifies for rating as Class I or Class II in the Soil Conservation Service land use capability classifications.
 - (2) Land which qualifies for rating 80 through 100 in the Storie Index Rating.
 - (3) Land which supports livestock used for the production of food and fiber and which has an annual carrying capacity equivalent to at least one animal unit per acre as defined by the United States Department of Agriculture.
 - (4) Land planted with fruit or nut bearing trees, vines, bushes, or crops which have a nonbearing period of less than five years and which will normally return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than \$200 per acre gross.
 - (5) Land which has returned from the production of unprocessed agricultural plant products an annual gross value of not less than \$200 per acre gross for at least three of the previous five years.

- i. "Recreational Use" means the use of land by the public, with or without charge, for any of the following: walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, or other outdoor games or sports for which facilities are provided for public participation. Any fee charged for the recreational use of land as defined in this subdivision shall be in a reasonable amount and shall not have the effect of unduly limiting its use by the public.
- j. "Review Committee" means a committee composed of the Agricultural Commissioner, Assessor, County Counsel, Director of U. C. Cooperative Extension Services, and Planning Director, or their designees. The Planning Director or his or her designee shall act as the Chairman of the Committee.
- k. "Williamson Act" means the California Land Conservation Act of 1965, set forth in Government Code Section 51200 et seq.

3. ESTABLISHMENT OF AGRICULTURAL PRESERVE.

a. Substantive Prerequisites.

- (1) Use of the Parcel. To be considered for inclusion within an agricultural preserve, a parcel must be devoted to an agricultural, open-space, or recreational use, or a use determined to be compatible therewith.
- (2) Zoning of the Parcel. All parcels within an agricultural preserve shall be zoned or rezoned either Agricultural Rural Exclusive (ARE) - 40 Acre District or Agricultural Exclusive (AEX) - 40 Acre District if the parcels are designated for agricultural or open space use on the County=s General Plan. All parcels within a preserve shall be zoned or rezoned to the Agricultural Rural Exclusive (ARE) - 160 acre district if the parcels are not designated for agricultural or open space use on the County=s General Plan.
- (3) Size of the Agricultural Preserve. Except as otherwise provided herein, an agricultural preserve shall consist of no less than the following minimum acreage:
 - (a) 10 acres for prime agricultural land; or
 - (b) 40 acres for non-prime agricultural land.

- (4) The Board of Supervisors may, upon recommendation of the Review Committee, allow the establishment of preserves of less than the minimum acreage specified above if information is furnished by the property owner with his or her application indicating that investments in land, improvements, or specialized agricultural equipment have enhanced the productive capability of the land, or that the investment has been made to improve its characteristics as wildlife habitat land, or that the unique characteristics of the agricultural enterprises in the area indicate that an operation of less than the minimum acreage is an economic "commercial agricultural unit" and that the agricultural preserve of less than the minimum acreage is consistent with the General Plan of the County. In addition, the property shall be of sufficient acreage to constitute a "commercial agricultural unit."

A "commercial agricultural unit" is defined as a quantity of land utilized in combination with investments in land, improvements, and specialized agricultural equipment, to produce, or which is capable of producing from the sale of agricultural products, a minimum gross annual income of \$2,000.00.

Agricultural land not used or operated by the owner, or which produces insufficient income to qualify as a commercial agricultural unit, may be included in a preserve and be eligible for a contract if it is leased to an agricultural operator for agricultural production purposes and returns rent sufficient to cover all operating costs attributable to the ownership and maintenance of the property, i.e., property taxes and insurance.

- (5) Agricultural Preserve Consistent With General Plan. Before or at the time an agricultural preserve is established, the Board of Supervisors shall find that the agricultural preserve is consistent with the Madera County General Plan.

- b. Agricultural Preserve Application Calendar. Prior to June 1 of every year, the Clerk of the Board of Supervisors shall prepare an agricultural preserve application calendar, which shall contain dates and deadlines of interest to agricultural preserve applicants. The Agricultural Preserve Calendar generally shall be as follows: (NOTE: In preparing the application calendar, the Clerk of the Board of Supervisors may adjust the dates as necessary to allow for holidays or other circumstances.)

- (1) **First Wednesday of June:** Agricultural preserve applications, informational papers, and sample agricultural preserve contracts shall be available to the public in the office of the Clerk of the Board of Supervisors.
- (2) **Third Wednesday of July:** Original Agricultural Preserve Applications, accompanied by a current lot book report and the requisite fee must be received in the office of the Clerk of the Board of Supervisors no later than 5:00 p.m.
- (3) **First Wednesday of September:** The risk, tax and interest factors prescribed by the State Board of Equalization for the following tax year shall be posted in the office of the Clerk of the Board of Supervisors and in the office of the Assessor.
- (4) **First Wednesday of September:** The Review Committee shall notify each applicant or representative in writing of all defects in the application, including whether the property proposed to be in an agricultural preserve is ineligible, whether the property must be rezoned, or is otherwise not in compliance with the Williamson Act or these rules, of what steps are necessary, if any, to correct the defects, and which office or department to contact regarding each defect.
- (5) **Third Wednesday of September:** Corrected agricultural preserve applications must be received in the office of the Clerk of the Board of Supervisors no later than 5:00 p.m.
- (6) **Fourth Tuesday of September:** The Board of Supervisors shall conduct a public hearing at its regular meeting to determine whether agricultural preserves of less than 100 acres may be established.
- (7) **First Wednesday of October:** The Clerk of the Board of Supervisors shall mail to each applicant's representative two originals of the agricultural preserve contract.
- (8) **Third Wednesday of October:** If the parcel proposed to be in an agricultural preserve must be rezoned, the applicant's representative must file an application for rezoning at the Planning Department no later than 5:00 p.m. If the property proposed to be in an agricultural preserve must be combined, the applicant's representative shall apply for combination at the office of the Assessor.

- (9) Fourth Wednesday of October: Agricultural preserve contracts must be received in the office of the Clerk of the Board of Supervisors no later than 5:00 p.m.
- (10) Fourth Thursday of October: The office of the Clerk of the Board of Supervisors shall notify, in writing, every applicant who has incorrectly signed the agricultural preserve contract, or lacks indicia of authority to execute, and shall return the contract to the applicant for correction.
- (11) First or Third Tuesday of November: The Planning Commission shall conduct a public hearing at its regular or special meeting on all rezoning applications. Combinations must be completed.
- (12) Second Thursday of November: Corrected agricultural preserve contracts must be received in the office of the Clerk of the Board of Supervisors no later than 5:00 p.m.
- (13) Second Tuesday of December: The Board of Supervisors shall conduct public hearings at its regular meeting on the rezoning of those properties requiring rezoning and on the establishment of agricultural preserves.

c. The Application (Appendix A).

- (1) Form. The application for establishment of an agricultural preserve shall be on a form prepared by the County.
- (2) When and Where Available. The application shall be available in the office of the Clerk of the Board of Supervisors, County Government Center, 200 West Fourth Street, Madera, California 93637, from the first Wednesday of June until the third Wednesday of July of each year.
- (3) Completing the Application. The application must be completed pursuant to the instructions contained in Appendix A, Application Information.
- (4) When and Where to File the Complete Application Packet. An original application for each parcel, accompanied by a current lot book report and a fee of \$323 per parcel shall be received in the office of the Clerk of the Board of Supervisors, County Government Center, 200 West Fourth Street, Madera, California 93637, no later than 5:00 p.m. on the third Wednesday of July.

- (a) Applications which are not accompanied by a current lot book report or the required fee are not complete applications and shall be immediately returned by the office of the Clerk of the Board of Supervisors to the applicant's representative for completion.
- (b) Applications which are not complete or are not received by the date and time set forth above shall not be processed.

(5) Processing of the Complete Application.

- (a) Office of the Clerk of the Board of Supervisors. Upon determining that an application is complete, the office of the Clerk of the Board of Supervisors shall retain the original application and lot book report, and:
 - (i) immediately deliver the filing fee to the office of the Auditor-Controller for deposit;
 - (ii) immediately deliver copies of the application to the Review Committee Members.
- (b) Assessor's Office. No later than July 30, the Assessor's Office shall:
 - (i) determine whether the assessor's parcel number stated on the application is correct and if not, state the correct assessor's parcel number;
 - (ii) state the acreage of the parcel;
 - (iii) state whether the parcel is prime agricultural land.
- (c) Planning Department. No later than August 15, the Planning Department shall:
 - (i) determine whether the parcel will be in a proposed preserve of less than the minimum acreage required and, if so, state the other assessor's parcel numbers forming the preserve, if any, and the acreage;

- (ii) determine whether combination is required and state with which parcel;
 - (iii) determine whether the parcel is a legal parcel and, if not, state the defect;
 - (iv) determine whether rezoning is required;
 - (v) assign an agricultural preserve number.
- (d) Agricultural Commissioner. No later than August 15, the Agricultural Commissioner shall view the parcel and determine and state its use.
- (e) Review Committee. The Review Committee shall:
- (i) meet to review the applications no later than the last Wednesday of August.
 - (ii) no later than the first Wednesday of September, notify each applicant or representative, in writing, of all defects in the application, including whether the property is ineligible to be in a preserve, whether the property must be rezoned, and state how to commence the rezoning process, and whether the property will be in an agricultural preserve of less than 100 acres, what steps are necessary, if any, to correct the defects, which office or department to contact regarding each defect, and the time, date, and place of the Board of Supervisors hearing on his or her application.
 - (ii) meet during the second week of September to review and make recommendations to the Board of Supervisors concerning each proposed preserve of less than the minimum acreage required or other defects;
 - (iv) meet during the second week of September to review and make recommendations to the Board of Supervisors concerning the preserve applications which meet or exceed the minimum acreage requirements.

Review Committee members not attending the Committee's meetings shall provide written comments regarding each application to the Committee in advance of said meeting.

d. The Contract.

(1) Form. The fictitious agricultural preserve contract and the agricultural preserve contract shall be prepared by the County.

(2) Fictitious Agricultural Preserve Contract (Appendix B).

(a) The provisions of Civil Code Section 2952 relating to the filing, indexing, and force and effect of fictitious mortgages shall apply to the fictitious agricultural preserve contract.

(b) A copy of the fictitious agricultural preserve contract shall be provided by the office of the Clerk of the Board of Supervisors to each person obtaining an agricultural preserve application.

(3) The Contract (Appendix B). The agricultural preserve contract entered into by and between the County and the applicants shall incorporate the fictitious agricultural preserve contract by reference. The office of the County Counsel shall type the name of every owner who will be a party to each contract exactly as it appears in the lot book report, and the book and page number reference of the fictitious agricultural preserve contract, on the agricultural preserve contract.

(a) When Available. The office of the Clerk of the Board of Supervisors shall mail to each applicant's representative an informational letter and an original and one copy of the agricultural preserve contract on the first Wednesday of October.

(b) Signing the Contract. All signatures shall exactly conform with the typewritten name and shall be properly acknowledged. Contracts signed on behalf of corporations, trusts, or by power of attorney must be accompanied by proper indicia of authority to sign.

- (c) **When and Where to File the Contract.** Contracts, accompanied by proper indicia of authority, if necessary, shall be received in the office of the Clerk of the Board of Supervisors, County Government Center, 200 West Fourth Street, Madera, California 93637, no later than 5:00 p.m. on the fourth Wednesday of October.

Contracts which are not received by the date and time set forth above shall not be considered.

- (d) **Review of the Contract.** The office of the Clerk of the Board of Supervisors shall determine whether the contract is properly signed and acknowledged, and whether proper indicia of authority to sign is provided. If any defect exists, the office of the Clerk of the Board of Supervisors shall notify each applicant or applicant's representative by mail of the defect no later than the first Thursday of October.

Contracts which are not corrected and which are not received in the office of the Clerk of the Board of Supervisors no later than 5:00 p.m. on the fourth Wednesday of October shall not be considered.

e. **Matters Requiring Public Hearings.**

- (1) **Agricultural Preserves of Less Than the Minimum Acreage Required (Appendix C).** Agricultural preserves of less than the minimum acreage required may be established if, after a public hearing on the matter, the Board of Supervisors finds that investments in land, improvements, or specialized agricultural equipment have enhanced the productive capability of the land, or that the investment has been made to improve its characteristics as wildlife habitat land, or that the unique characteristics of the agricultural enterprises in the area indicate that an operation of less than the minimum acreage is an economic "commercial agricultural unit" and that the agricultural preserve of less than the minimum acreage is consistent with the General Plan of the County. In addition, the property shall be of sufficient acreage to constitute a "commercial agricultural unit."
- (a) **Reports.** The Review Committee shall submit reports as required herein to the Board of Supervisors for its

consideration.

- (b) **Notice of Hearing.** The Review Committee shall provide notice by letter to the applicant or representative at the time and in the manner provided herein.
- (c) **Tentative Approval.** If the Board of Supervisors makes the requisite findings for an agricultural preserve of less than the minimum acreage, it shall give tentative approval to the creation of such preserves and continue the matter for final approval at the Board's regular meeting on the second Tuesday of December.
- (d) **Denial.** If the Board of Supervisors does not make the requisite findings for an agricultural preserve of less than the minimum acreage, the application for agricultural preserve of all parcels affected by the decision shall be deemed denied and will not be processed further. The office of the Clerk of the Board of Supervisors shall notify the office of the County Counsel and the Planning Department of those applications for agricultural preserve deemed denied.

(2) **Rezoning (Appendix D).**

- (a) **Applications for Rezoning.** If the parcel proposed to be in an agricultural preserve must be rezoned, the applicant or representative shall file an application for rezoning, accompanied by the requisite fee, with the Madera County Planning Department, 2037 West Cleveland Avenue, Madera, California 93638, no later than 5:00 p.m. on the third Wednesday of October.

If the application for rezoning is not filed by the date and time set forth above, then the application for agricultural preserve shall be deemed denied and will not be processed further. The Planning Department shall notify the office of the Clerk of the Board of Supervisors and the office of the County Counsel of those applications for agricultural preserve deemed denied.

- (b) **Procedure.** Rezoning shall be conducted as provided by Title 18 of the Madera County Code.

- (c) **Denial.** If any parcel is not rezoned, the application for agricultural preserve shall be deemed denied and will not be processed further.
- (3) **Establishment of Agricultural Preserve (Appendix E).** Agricultural preserves may be established by resolution after a public hearing.
 - (a) **Departmental Reports.** The Planning Department shall submit a report to the Board of Supervisors which shall include a statement that each proposed agricultural preserve is consistent with the Madera County General Plan, and provide evidence upon which the statement is based. This report shall be submitted no later than the first Tuesday of February.
 - (b) **Notice of Hearing.** The office of the Clerk of the Board of Supervisors shall publish notice of the public hearing pursuant to Government Code Section 6061 and shall include a legal description or the Assessor's parcel number of the land which is proposed to be included within the agricultural preserve, including preserves of less than the minimum acreage. The office of the Clerk of the Board of Supervisors shall also give written notice to the Local Agency Formation Commission and to every city within the County within one mile of the exterior boundaries of the agricultural preserve at least two weeks before the public hearing.
- f. **Recording of Map of Agricultural Preserves.** When agricultural preserves are established, the Planning Department shall prepare, keep current, and file a map of the agricultural preserves with the office of the County Recorder.
- g. **Recording of Copy of Contract.** By December 31 after the County enters into an agricultural preserve contract with a landowner, the Clerk of the Board of Supervisors shall record at the office of the County Recorder a copy of the contract, which shall describe the land subject thereto, together with reference to the map showing the location of the agricultural preserve in which the property lies.

4. **DISESTABLISHMENT OR ALTERATION OF BOUNDARY OF AGRICULTURAL PRESERVE.**

- a. **Procedure.** The same procedure that is required to establish an agricultural preserve shall be used to disestablish or to enlarge or diminish the size of an agricultural preserve.
- b. **Notice.** When any proposal to disestablish or to alter the boundary of an agricultural preserve will remove land under contract from the preserve, the office of the Clerk of the Board shall:
 - (1) furnish notice of the proposed disestablishment or alteration and the date of the hearing to the landowner by certified mail directed to him or her at the latest address known to the Board of Supervisors;
 - (2) publish notice pursuant to Government Code Section 6061 and furnish notice by first class mail to each landowner under contract, any portion of which is situated within one mile of the exterior boundary of the land to be removed from the preserve;
 - (3) give written notice at least two weeks before the hearing to the Local Agency Formation Commission and to every city in the County within one mile of the exterior boundaries of the preserve.

This notice shall also be given when the proposal is to enlarge the boundary of an agricultural preserve.

5. **NONRENEWAL AND CANCELLATION OF AGRICULTURAL PRESERVE CONTRACT.**

- a. **Nonrenewal (Appendix F).** If either the landowner or the County desires in any year not to renew an agricultural preserve contract, that party shall serve written notice of nonrenewal (or partial nonrenewal) of the contract upon the other party in advance of the annual renewal date of the contract.

- (1) **Notice by Landowner.** Landowner shall file a notice of nonrenewal in the office of the County Recorder no later than December 1, to be effective for the following March 1 annual renewal date. The notice shall be on a form prepared by the County and be available in the office of the Clerk of the Board of Supervisors.
- (2) **Notice by County.** County shall file a notice of nonrenewal in the office of the County Recorder no later than December 31, to be effective for the following March 1 annual renewal date. The Clerk of the Board of Supervisors shall also mail a copy of that notice to the landowner at the last known mailing address.
- (3) **Rescission of Notice of Nonrenewal.** A notice of nonrenewal may be rescinded if the County and the landowner mutually agree to rescind the agricultural preserve contract affected by the notice of nonrenewal in order to simultaneously enter into a new contract.

Procedure. The landowner shall comply with the rules and procedures set forth herein and in the Williamson Act for the establishment of an agricultural preserve. If and when the Board of Supervisors adopts a resolution establishing the agricultural preserve and a new contract is entered into, the pre-existing contract shall be rescinded.

- (4) **Partial Nonrenewal.** Either the County or the landowner may file a written notice of partial nonrenewal of the contract. A notice of partial nonrenewal shall serve as notice that only a portion of the contract will not be renewed on the following March 1 annual renewal date. Partial nonrenewal is valid only for entire legal parcels of land and is prohibited for land which is less than a full legal parcel. Such notice must be filed by November 1 in order to allow sufficient time for the Board of Supervisors to consider the request. This Notice must be made on a County-prepared form available in the office of the Clerk of the Board of Supervisors. Landowners must obtain approval from the Board of Supervisors before the Notice can take effect.

- b. **Cancellation (Appendix G).** The procedure to cancel an agricultural preserve contract shall be as provided in Government Code Section 51280 et seq. The petition for cancellation shall be on a form prepared by the County and available in the office of the Clerk of the Board of Supervisors.

Prior to the public hearing on the petition, the Planning Department shall prepare and submit to the Board of Supervisors a report which shall:

- (1) address the findings of fact required to be made by the Board to tentatively grant the petition for cancellation;
- (2) make a recommendation as to whether each finding may be made;
- (3) state the evidence upon which the recommendation is based.

6. FEES.

- a. Application for agricultural preserve: \$323 per parcel.
- b. Rezoning in conjunction with application for agricultural preserve: \$4,486 for each noncontiguous parcel; \$4,486 for the entirety of contiguous parcels.
- c. Petition for cancellation of agricultural preserve: \$1,422.
- d. Request to amend an existing contract: \$580.

7. LAND DIVISIONS. There shall be no division of land within an agricultural preserve or under contract that will defeat the intent of the Williamson Act to preserve land in agricultural, open space, or wildlife habitat. It is the express intent of the Board of Supervisors, in implementing these rules, to prevent division of land under contract that would create rural subdivision type ranchettes or that would increase the population density in preserves, thereby destroying the favorable climate for agricultural production, animal husbandry, and wildlife propagation. Divisions of land within an agricultural preserve under contract shall be allowed when these conditions are fulfilled:

- a. The proposed division will not impair the production of food, fiber, livestock, or wildlife habitat.
- b. Each parcel created by the division shall be a commercial agricultural unit as defined in these rules, provided that the contract was issued for commercial agricultural purposes.
- c. Each parcel created by the division shall conform to minimum acreage established under these rules.
- d. The division conforms to County Code Titles 17 and 18, the County General Plan, and State Laws.

Any application for a division of land under contract shall be deemed an application for a new contract. A division of land under contract, which would create a parcel or parcels not meeting the criteria of the rules, can be approved, but a Notice of Nonrenewal will be filed by the Board of Supervisors. The applicant will have the option of withdrawing the requested land division application.

APPENDIX A
AG PRESERVE APPLICATION INFORMATION
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THE WILLIAMSON ACT: A SUMMARY

The Williamson Act (Government Code Section 51200 et seq.) is a legislative effort to preserve open space and agricultural land. The Act discourages premature urbanization and prevents persons owning agricultural or open space lands near urban areas from being forced to pay real property taxes based on the greater value of that land for commercial or urban residential use.

Under the Williamson Act, cities and counties may, but are not required to, establish "agricultural preserves," i.e., areas devoted either to agricultural use, recreational use, or open space use, and uses compatible therewith, by executing voluntary contracts with property owners restricting land use for an initial term of no less than ten years. The contracts are automatically renewed each year unless a notice of nonrenewal is given. By agreeing to restrict the use of the land, the landowner receives a reduced property tax assessment based upon the value of the land for its current use rather than its market value.

The required term of no less than ten years, automatically renewed annually, was intended to guarantee a long-term commitment to agricultural and other open space use, to deny the tax benefits of the Williamson Act to short-term speculators and developers of urban land, and to ensure compliance with the constitutional requirement of an "enforceable restriction."

Except as otherwise provided herein, an agricultural preserve shall consist of no less than 100 acres in total and each parcel to be included in the preserve must meet the following minimum acreage:

An agricultural preserve shall consist of no less than the following minimum acreage:

- a. 10 acres for prime agricultural land;
- b. 40 acres for non-prime agricultural land.

The Board of Supervisors may, upon recommendation of the Review Committee, allow the establishment of preserves of less than the minimum acreage specified above if information is furnished by the property owner with his or her application indicating that investments in land, improvements, or specialized agricultural equipment have enhanced the productive capability of the land, or that the investment has been made to improve its characteristics as wildlife habitat land, or that the unique characteristics of the agricultural enterprises in the area indicate that an operation of less than the minimum acreage is an economic "commercial agricultural unit" and that the agricultural preserve of less than the minimum acreage is consistent with the General Plan of the County. In addition, the property shall be of sufficient acreage to constitute a "commercial agricultural unit."

A "commercial agricultural unit" is defined as a quantity of land utilized in combination with investments in land, improvements, and specialized agricultural equipment, to produce, or which is capable of producing from the sale of agricultural products, a minimum gross annual income of \$2,000.00.

Agricultural land not used or operated by the owner, or which produces insufficient income to qualify as a commercial agricultural unit, may be included in a preserve and be eligible for a contract if it is leased to an agricultural operator for agricultural production purposes and returns rent sufficient to cover all operating costs attributable to the ownership and maintenance of the property, i.e., property taxes and insurance.

An agricultural preserve contract may be terminated by either nonrenewal or cancellation.

When a Notice of Nonrenewal is given, the contract will expire ten years from the last annual renewal date. Property taxes gradually return to the level of taxes on comparable nonrestricted land as the term of the contract draws nearer to expiration. Use of the land remains restricted until the contract expires. Nonrenewal does not change the zoning of the property.

Cancellation of an agricultural preserve contract is disfavored. When approved by the Board of Supervisors after a public hearing, cancellation becomes effective upon the payment of a cancellation fee and the recording of a Certificate of Cancellation. Cancellation does not change the zoning of the property.

AGRICULTURAL PRESERVE APPLICATION INFORMATION

This information is intended to acquaint landowners with the rules and procedures governing an agricultural preserve application. Any landowner considering submitting an application should consult the County of Madera's "Rules and Procedures for Agricultural Preserves" and Government Code Sections 51200 through 51295.

APPLICATION PACKET. This packet of information contains the following materials:

This year's Agricultural Preserve Calendar: Please refer to this schedule for deadlines for document submission, rezoning of property, or the combination of parcels to make a preserve. It lists the dates for completion of various steps necessary to enter your property in the agricultural preserve.

Application for Agricultural Preserve: A separate form must be completed for each parcel number you wish to place in the agricultural preserve.

Rural Property Land Rent and Production Questionnaire: Used by the Assessor's Office to determine if the property is prime agricultural land. A separate form must be completed for each parcel number.

Fictitious Agricultural Preserve Contract: Please review this document carefully. If approved, the contract you sign will refer to this document for the terms of the contract. It has already been recorded for use as a reference in this matter.

List of Title Companies: This is a list of title companies in Madera County who will complete the required lot book report. You may use any title company you choose, even if it is not in Madera County.

The Williamson Act: A Summary: This information is a brief summary of the Williamson Act, land uses under the act, and information regarding agricultural preserve requirements.

FILING FOR AGRICULTURAL PRESERVE:

What to File: File the following documents:

Application for Agricultural Preserve: One for each parcel number requested for inclusion in the agricultural preserve

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Rural Property Land Rent and Production Questionnaire: One for each parcel number requested for inclusion in the agricultural preserve

Current Lot Book Report: Prepared by the title company. One report may cover all properties as long as each parcel number is covered individually. It must state the owner(s) of the property and all deeds of trust, security interests, and other similar recorded interests affecting the subject property. A "Current Lot Book Report" is one that has been prepared not more than 45 days prior to its receipt by the County.

Map Showing Location of Subject Property: Also prepared by the title company to accompany the lot book report. The actual location of the property should be pinpointed on the map as it relates to the City of Madera and referred to by the Assessor's Parcel Number.

Nonrefundable Application Fee: \$100 per parcel. The check or money order is payable to "County of Madera." Cash is accepted if paid in person.

When to File: The filing period for applications for agricultural preserve is the first Wednesday of June through the third Wednesday of July of each year. Please refer to the current Agricultural Preserve Calendar for specific dates for this year.

Where to File: Applications are filed in the office of the Clerk of the Board of Supervisors, 200 West Fourth Street, Madera, California 93637. They are accepted in person between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. They may also be mailed and must be postmarked by the deadline.

COMPLETING THE APPLICATION FOR AGRICULTURAL PRESERVE. Please print neatly in dark ink or type the information on the application.

Name(s) of Property Owner(s): All current property owners must be listed on the application. The owners must be listed on the application exactly as listed on the lot book report.

Corporations. The name of the corporation must be on the application. An authorized officer of the corporation must sign the application on behalf of the corporation.

Partnerships. The name of the partnership must be on the application. All general partners must sign the application on behalf of the partnership.

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Trusts. The name of the trust must be on the application. All trustees must sign the application as trustees.

Attorney-in-Fact: Any person acting as attorney-in-fact for an owner of land may sign the application as attorney-in-fact. The attorney-in-fact document must either be recorded in Madera County and referenced in the lot book report or a copy of the document must be submitted with the application.

Address/Telephone: Mailing address and daytime telephone numbers must be listed for each owner. All correspondence will be processed through the person shown first on the application unless another person is designated in a letter attached to the application.

Assessor's Parcel Number (APN): The APN should be listed as it appears on your property tax bill (generally, twelve digits shown as follows: xxx-xxx-xxx-xxx).

Acreage: The acreage is listed as shown on your tax bill. If not shown, contact the Assessor's Office at (559) 675-7710 for this information.

Location: The location should be given as if you were giving directions to the property, so someone can find the physical location, rather than by its legal description. (i.e., "On the north side of Avenue 00, one mile west of Road 00").

Use: Listed as "row crops", "grazing", "orchard", "vineyard", etc., as well as the specific crop or type of orchard.

Land Classification: The land classification is a combination of Madera County requirements and those requirements set forth in Government Code Sections 51200 through 51295. Read each section carefully before checking the type of land classification.

A. You must first decide if the property is "Prime Agricultural Land."
"Prime Agricultural Land" is defined as follows:

1. All land which qualifies for rating of Class I or Class II in the Soil Conservation Service land use capability classifications.
2. Land which qualifies for rating of 80 through 100 in the Storie Index Rating.

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3. Land which supports livestock used for the production of food and fiber and which has an annual carrying capacity equivalent to at least one animal unit per acre as defined by the United States Department of Agriculture.
4. Land planted with fruit- or nut-bearing trees; vines; or bushes; or crops which have a nonbearing period of less than five years and which will normally return during the commercial bearing period on an annual basis from the production of unprocessed agricultural plant production not less than \$200 per acre.
5. Land which has returned from the production of unprocessed agricultural plant products an annual gross value of not less than \$200 per acre for at least three of the previous five years.

B. Once you have decided if the land is prime agricultural land, check the appropriate box in the land classification section. **IF YOU CANNOT MATCH YOUR PARCEL WITH ONE OF THESE BOXES, YOU PROBABLY WILL NOT QUALIFY FOR AN AGRICULTURAL PRESERVE.** If one of those boxes does not match, you must decide if you want to go forward with the application process. Check with the Planning Department (559) 675-7821 to see if there are measures that can be taken to qualify your land for an agricultural preserve.

C. While the Board of Supervisors may establish smaller preserves, this is highly disfavored.

Signatures. The application must be signed exactly as shown on the lot book report by an authorized individual as explained above.

COMPLETING THE RURAL PROPERTY LAND RENT AND PRODUCTION QUESTIONNAIRE. For assistance in completing this form, contact the Assessor's Office at (559) 675-7710. Please be sure to print neatly in dark ink or type the information on the form.

ZONING REQUIREMENTS. All lands in the agricultural preserve must be zoned ARE (Agricultural, Rural, Exclusive) or AEX (Agricultural Exclusive). Lands not designated for agricultural or open space use on the County's General Plan must be rezoned to ARE 160. Land designated for agricultural or open space use on the County's General Plan will be rezoned to ARE 40 or AEX 40. The fee for rezoning lands is \$4,126.00 per noncontiguous parcel. Contact the Planning Department at 675-7821 for more information about this process. Check the Agricultural Preserve

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calendar for deadlines. (NOTE: Failure to file a required zoning application with necessary fees by the prescribed deadline, postmarks not accepted, will result in termination of contract application processing and no final contract may be considered.)

COMBINING PARCELS. In order for your land to qualify for agricultural preserve, you may need to combine parcels to make the minimum parcel size required. Parcels which are contiguous and have identical ownership may be combined to make larger parcels. This process is initiated through the Assessor's Office. Since all fees are assessed by individual parcel, you may save money by combining your lands into one parcel prior to making application for agricultural preserve. Once this is done, however, you can only redivide it by the parcel map process. Any combinations required for inclusion in the agricultural preserve must be processed by the date of the Planning Commission meeting for rezoning the property. See the Agricultural Preserve Calendar for deadlines.

**MADERA COUNTY
APPLICATION FOR AGRICULTURAL PRESERVE**

NAME(S) OF PROPERTY OWNER(S): _____

MAILING ADDRESS: _____

TELEPHONE: () _____

ASSESSOR'S PARCEL NUMBER: _____ ACREAGE: _____

LOCATION: _____

USE: _____

LAND CLASSIFICATION: Check one. Read the instructions first for the definition of "Prime Agricultural Land" and for information about combining parcels.

PRIME AGRICULTURAL LAND

(a) ____ 10 acres or more of prime agricultural land.

NONPRIME AGRICULTURAL LAND

(b) ____ 40 acres or more of land which is not classified as prime agricultural land.

I CERTIFY OR DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING AND ALL INFORMATION HEREON, INCLUDING ALL ACCOMPANYING STATEMENTS OR DOCUMENTS, IS TRUE AND CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

 AUTHORIZED SIGNATURE/TITLE DATE _____

 AUTHORIZED SIGNATURE/TITLE DATE _____

 AUTHORIZED SIGNATURE/TITLE DATE _____

Attachment: RULES AND PROCEDURES (9992 : 2023 Agricultural Preserves and Farmland Security Zones Less than 100 Acres)

AUTHORIZED SIGNATURE/TITLE

DATE

Attachment: RULES AND PROCEDURES (9992 : 2023 Agricultural Preserves and Farmland Security Zones Less than 100 Acres)

FICTITIOUS AGRICULTURAL PRESERVE CONTRACT¹

WHEREAS, OWNER owns land within Madera County which is devoted to agricultural uses, and uses compatible therewith; and

WHEREAS, both OWNER and COUNTY recognize that the restriction of the use of the land to such uses is necessary to conserve the economic resources of the State, to maintain the agricultural economy of the State, to assure adequate, healthful and nutritious food for all people, to discourage discontinuous urban development patterns, and to preserve the open space and natural scenic beauty of the property.

NOW, THEREFORE, in consideration of the mutual promises and covenants to be observed and performed by the parties hereto, it is agreed as follows:

Article 1: Term of Contract

1.01. The term of this contract shall begin on March 1 in the year of the execution of the contract and shall end ten (10) years thereafter.

1.02. On each March 1 anniversary of this contract, a year shall be automatically added to the initial ten-year term, unless notice of nonrenewal is given pursuant to Government Code Section 51245 and recorded according to the County of Madera's "Rules and Procedures for Agricultural Preserves" (hereinafter referred to as "County's Ag Preserve Rules"). A notice of renewal shall not be required to be given by either party to effectuate the automatic renewal of this contract.

Article 2: Restrictions on Use of Land

2.01. OWNER agrees that the land will be used exclusively for agricultural uses, open space use, or a wildlife habitat area, and those uses compatible therewith.

2.02. OWNER shall not divide the property if it will defeat the intent of the Williamson Act (Government Code Sections 51200, et seq.) to preserve land in agricultural, open space, or wildlife habitat uses. It is the expressed intent of the COUNTY to prevent division of property that would create rural subdivision type ranchettes or that would increase the population density within agricultural preserves thereby destroying the favorable climate for agricultural production, animal husbandry, and wildlife propagation. Division of property under this contract shall be allowed only when the following conditions are fulfilled:

- a. Proposed division will not impair the production of food, fiber, livestock, or wildlife habitat.
- b. Each parcel created by the division shall be a commercial agricultural unit as defined below, provided that the contract was issued for commercial agricultural purposes. (For purposes of this contract, the term "Commercial Agricultural Unit" means a quantity of land utilized in combination with investments in land, improvements, and specialized agricultural equipment, sufficient to produce, or which is capable of producing for the sale of agricultural products, a minimum gross annual income of \$2,000.)
- c. Each parcel created by the division shall be of a size so as to conform to at least the minimum acreage sizes permitted by the County's then current Ag Preserve Rules for new preserves.
- d. The division conforms to Madera County Code Titles 17 and 18, the County General Plan, and State laws.

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Any application for a division of property subject to this contract shall be deemed an application for a new contract. A division of property under this contract which would create a parcel or parcels not meeting the conditions specified above may be approved, but a notice of nonrenewal of this contract will be filed by COUNTY under those circumstances. OWNER will have the option of withdrawing the requested land division application.

2.03. The use of rental units upon the land shall be permitted in connection with the rental units in existence as of the date of this contract; provided, however, if OWNER proposes to build new rental units, such uses may be permitted with the approval of the Board of Supervisors, but in no event shall the use be more extensive than that permitted by Exhibit A of this contract.

Article 3: Valuation of Land

3.01. The land shall be valued as enforceable restricted open space land, as set forth in Revenue and Taxation Code Sections 421 and 430.5. Nothing in this section shall be construed to require that non-living improvements be valued for tax assessment purposes by use of an income approach to value.

Article 4: Rights and Obligations of Owner

4.01. Whenever land under this contract is divided, the owner of any parcel may exercise, independent of any other portion of the divided land, any of the rights of this contract. The effect of any such action by the owner of a parcel created by the division of land under this contract shall not be imputed to the owners of the remaining parcels and shall have no effect on the contract as it applies to the remaining parcels of the divided land, except as otherwise provided herein.

4.02. OWNER may transfer ownership of land, or a portion thereof, provided that the transfer complies with the Madera County Zoning Ordinance and the land division ordinances found in Title 17 of the Madera County Code. The land, or portion thereof, transferred shall remain subject to this contract.

4.03. OWNER shall have the right to not renew this contract by serving a notice of nonrenewal pursuant to the procedure set forth in Government Code Section 51245 and recording the notice pursuant to the County's Ag Preserve Rules. Such nonrenewal may be rescinded only by written agreement of both parties and simultaneous entry into a new agricultural preserve contract pursuant the County's Ag Preserve Rules.

4.04. OWNER shall have the right to petition COUNTY's Board of Supervisors for cancellation of this contract pursuant to the procedure and subject to the conditions set forth in Government Code Sections 51280 through 51286.

4.05. When one of the following conditions exists, OWNER may petition COUNTY's Board of Supervisors to have this contract declared null and void:

a. The California Legislature fails to provide benefits and restrictions substantially similar to those embodied in Revenue and Taxation Code Sections 421 through 430.5. To be substantially similar, it is hereby agreed that the implementing measures must include provisions for a land use valuation system which bases value of the land on those uses legally available to OWNER as the basis for assessment, and must not require that OWNER permit entry of the public onto the land.

b. The Williamson Act (Government Code Sections 51200 et seq.) is repealed.

c. The real property tax is abolished as a source of revenue.

4.06. OWNER may bring action in court to enforce this contract by seeking specific performance, injunction, or any other available remedy. OWNER may also bring an action in court to enforce a contract on land located within the unincorporated area of Madera County.

4.07. OWNER agrees that during the second year following the year in which this contract was executed and every two years thereafter during the term of this contract, OWNER shall report to COUNTY the gross income from agricultural production, income from rental of the land, and any changes in the investment in improvements to the land or equipment utilized on the land which is the subject of this contract. OWNER agrees to submit this report by March 30th of the applicable year on a form furnished by COUNTY.

OWNER acknowledges that under the County's Ag Preserve Rules, if at any time after the execution of this contract it appears that the subject land is not being properly maintained in agricultural production, COUNTY may conduct an investigation and may issue a notice of nonrenewal of the contract if it so finds. OWNER acknowledges that this provision is not a limitation on COUNTY's right not to renew this contract under paragraph 5.04 of this contract.

Article 5: Rights and Obligations of County

5.01.COUNTY shall not redefine what constitutes an agricultural or compatible use without prior notice to OWNER and all other interested persons, and public hearing before COUNTY's Board of Supervisors. Any changes in the uses permitted shall be attached to this contract and be effective from the date of the adoption thereof.

5.02.If any proposal to disestablish or to alter the boundary of the agricultural preserve will remove land under this contract from the preserve, then COUNTY shall give notice of the proposed alteration or disestablishment and the date of the hearing to OWNER by certified mail, as provided by Government Code Section 51232.

5.03. The effect of removal of land under this contract from the agricultural preserve shall be the equivalent of notice of nonrenewal by COUNTY, which shall serve a notice of nonrenewal pursuant to Government Code Section 51245.

5.04. COUNTY shall have the right not to renew this contract by serving a notice of nonrenewal pursuant to the procedure set forth in Government Code Section 51245, and subject to the conditions set forth in Government Code Section 51246, and recording the notice pursuant to the County's Ag Preserve Rules.

5.05.

a. When any action in eminent domain for the condemnation of the fee title of an entire parcel of land subject to this contract is filed or when that land is acquired in lieu of eminent domain for a public improvement by a public agency or person or whenever there is any action or acquisition by the federal government or any person, instrumentality or agency acting under authority or power of the federal government, this contract shall be

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deemed null and void as to the land actually being condemned or so acquired as of the date the action is filed and for the purposes of establishing the value of the land, the contract shall be deemed never to have existed.

b. Upon the termination of the proceeding, the contract shall be null and void for all land actually taken or so acquired.

c. When an action to condemn (or acquire in lieu of condemnation) less than all of a parcel of land subject to this contract is commenced, this contract shall be deemed null and void as to the land actually condemned or so acquired and shall be disregarded in the valuation process only as to the land actually being taken, unless the remaining land subject to this contract will be adversely affected by the condemnation, in which case the value of that damage shall be computed without regard to this contract.

d. When an action to condemn (or acquire in lieu of condemnation) an interest which is less than the fee title of an entire parcel or any portion thereof, of land subject to this contract is commenced, this contract shall be deemed null and void as to that interest and for the purpose of establishing the value of that interest only shall be deemed never to have existed, unless the remaining interests in any of the land subject to this contract will be adversely affected, in which case, the value of that damage shall be computed without regard to this contract.

e. The land actually taken shall be removed from the contract. Under no circumstances shall land be removed that is not actually taken, except that when only a portion of the land or less than a fee interest in the land is taken or acquired, the contract may be cancelled with respect to the remaining portion or interest upon petition of either party and pursuant to the

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provisions of Government Code Sections 51280 et seq.

5.06. COUNTY may bring an action in court to enforce this contract by seeking specific performance, injunction, or any other available remedy.

Article 6: Hold Harmless

6.01. OWNER shall hold COUNTY harmless from any demand, claim, or action concerning OWNER's interest or right in and to the land, or to enter into this contract. Persons executing this contract represent that they are the owners of the land and are legally authorized to execute this contract on behalf of the person or entity owning the land.

6.02. OWNER shall hold COUNTY harmless from any claim, demand, or action created by or resulting from the description used by COUNTY as set forth in the application upon which this contract was prepared and made.

6.03. OWNER shall hold COUNTY harmless from any claim, demand, or action concerning the validity or constitutionality of this contract, the assessment of the tax pursuant to this contract or the liability therefore.

Article 7: Definitions

7.01. "Agricultural Use" means use of land for the purpose of producing an agricultural commodity for commercial purposes.

7.02. "Agricultural Commodity" means any and all plant and animal products produced in Madera County for commercial purposes.

7.03. "Compatible Use" means the erection, construction, alteration or maintenance of gas, electric, water, communication, or agricultural laborer housing facilities, those uses set forth in Exhibit A which are allowed either outright or with a permit, and recreational and open

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space uses as defined in the County's Ag Preserve Rules.

7.04. "Land," as referred to in Section 3.01, means bare land and living improvements only.

Article 8: Miscellaneous

8.01. The rights and obligations set forth in this contract are not exclusive of any additional rights and obligations set forth in the Williamson Act (Government Code Sections 51200, et seq.), which are incorporated herein by this reference. All future amendments of the Williamson Act are also incorporated herein by this reference.

8.02. If any section, subsection, sentence, clause, or phrase of this contract is held by a court of competent jurisdiction to be invalid, or in inconsistent with the Williamson Act, the validity of the remaining portions of this contract shall not be affected.

8.03. This contract runs with the land and shall be binding upon the heirs, successors, and assigns of OWNER.

8.04. The County of Madera's "Rules and Procedures for Agricultural Preserves" are incorporated herein by this reference and are fully applicable to this contract to the extent not inconsistent herewith. All future amendments of said "Rules and Procedures" are also incorporated herein by this reference to the same extent.

EXHIBIT A

The following uses are permitted if they are in conformity and compliance with the uses, conditions, and regulations set forth in Chapters 18.58, 18.585, and 18.60, inclusive, of the Madera County Code, and as amended from time to time:

A. Uses Allowed.

1. All kinds of agricultural uses.
2. One single-family dwelling in permanent structure or single-family manufactured home on a permanent foundation.
3. Dormitory or attached (duplex, etc.) farm labor housing unit accommodating up to five families on parcels of thirty-six acres net (forty acres gross) or larger.

B. Uses Allowed with Zoning Permit.

1. Additional single-family dwellings in permanent structure or single-family manufactured home for occupancy by a co-owner, indigenous agricultural worker, or a relative of the immediate family, bound by ties of consanguinity.
2. Guest house.

C. Uses Allowed with Conditional Use Permit.

1. Feed lots, poultry farms, fur farms, pig farms, and rabbit farms.
2. Insecticide and pesticide services.
3. Airports, land fields, and airstrips.
4. Roadside stands.
5. Animal hospitals, kennels, and laboratories using animals or animal products.
6. Cemeteries and mausoleums.
7. Laboratories for testing, experimental, or analytical purposes.
8. Private clubs and outdoor recreational facilities.

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9. Churches, synagogues, and other buildings for religious assembly.
10. Public and commercial refuse disposal sites.
11. Agriculturally-oriented services.
12. Mining.

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MADERA COUNTY CONTRACT NO. _____
(Agricultural Preserve)

THIS CONTRACT is executed in duplicate this _____ day of _____, 20____, by and between the COUNTY OF MADERA, a political subdivision of the State of California, hereinafter referred to as COUNTY and _____, hereinafter referred to as OWNER.

The parties hereto agree that this contract affects land described as assessor's parcel number(s): _____, and which is shown on a map entitled "20____ Agricultural Preserves," recorded on _____, in the office of the Madera County Recorder at Document Number _____.
 Preserve No. _____.

The parties hereto also agree that the "FICTITIOUS AGRICULTURAL PRESERVE CONTRACT," recorded on July 24, 1991 in the office of the Madera County Recorder as Document No. 9118494, is incorporated by this reference, as though fully set forth herein.

COUNTY OF MADERA

 Chairman
 Board of Supervisors

ATTEST:

 Clerk, Board of Supervisors

 Owner's Name/Title

Attachment: RULES AND PROCEDURES (9992 : 2023 Agricultural Preserves and Farmland Security Zones Less than 100 Acres)

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of	)	Resolution No. _____
AGRICULTURAL PRESERVES OF LESS	)	RESOLUTION TO ESTABLISH
THAN 100 ACRES	)	AGRICULTURAL PRESERVES OF
_____	)	LESS THAN ONE HUNDRED ACRES

WHEREAS, the Board of Supervisors conducted a hearing as provided by Government Code Section 51230 on _____, at _____ a.m., to consider applications to establish agricultural preserves of less than 100 acres; and

WHEREAS, the Board of Supervisors has made the necessary following findings:

1. **FINDING:** Smaller preserves are necessary due to the unique characteristics of the agricultural enterprises in the area.

EVIDENCE: The smaller preserves consist of prime agricultural land and are used for either vineyards, row crops, dairy use, trees, or other permanent agricultural or open space uses.

2. **FINDING:** The establishment of agricultural preserves of less than 100 acres is consistent with the Madera County General Plan.

a. **SUBFINDING:** The County of Madera has officially adopted a general plan.

EVIDENCE: Madera County Resolution No. 95-256.

b. **SUBFINDING:** The land use permitted by this resolution is compatible with the objectives, policies, general land uses, and programs specified in the Madera County General Plan.

EVIDENCE: One objective of the Open Space and Conservation Element of the General Plan is "to encourage continued, and where possible, increased agricultural activities on lands designated for agricultural use." (*Agricultural Land Use Policy 5.A.6.*) The General Plan also provides that the County "shall actively encourage enrollments of Agricultural lands in its Williamson Act program, particularly on the edges of new growth areas." (*Agricultural Land Use Policy 5.A.12.*)

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Madera that the establishment of those proposed agricultural preserves of less than 100 acres set forth on the attached be approved as recommended by the Review Committee, subject to compliance with the listed conditions and conditioned upon compliance with all other requirements for the establishment of an agricultural preserve, based upon the foregoing findings.

The foregoing Resolution was adopted this _____ day of

_____, 20____, by the following vote:

Supervisor _____ voted: _____

Supervisor _____ voted: _____

Supervisor _____ voted: _____

Supervisor _____ voted: _____

Supervisor _____ voted: _____



Chairman
Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

APPROVED AS TO LEGAL FORM:
County Counsel

By _____

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA
ORDINANCE NO: _____

(Subject Rezoning: _____ - Agricultural Preserve for 20____)

THE BOARD OF SUPERVISORS OF THE COUNTY OF MADERA, STATE OF CALIFORNIA,
ORDAINS AS FOLLOWS:

Section 1:

That Agricultural Preserves numbered _____, inclusive, which are areas designated on that certain map entitled "20____ Agricultural Preserves" recorded as Document Number _____ in the County Recorder's office of the County of Madera, be declared agricultural zones - _____.

Section 2:

This ordinance shall take effect and be in force thirty (30) days after its adoption.

The foregoing Ordinance was adopted this _____ day of _____, 20____, by the following vote:

Supervisor _____ voted: _____

Supervisor _____ voted: _____

Supervisor _____ voted: _____

Supervisor _____ voted: _____

Supervisor _____ voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

APPROVED AS TO LEGAL FORM:
County Counsel

By _____

BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA

In the Matter of	)	Resolution No. _____
	)	
AGRICULTURAL PRESERVES	)	RESOLUTION ESTABLISHING 20____
	)	AGRICULTURAL PRESERVES
_____	)	

WHEREAS, a public hearing was conducted on _____, at _____ a.m., concerning the establishment of agricultural preserves, pursuant to Title 5, Division 1, Chapter 7, of the Government Code; and

WHEREAS, notice of the hearing was given in the manner prescribed by law; and

WHEREAS, the evidence presented at the hearing was sufficient to warrant the establishment of agricultural preserves.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Madera that:

FINDING: The establishment of these agricultural preserves is consistent with the Madera County General Plan.

a. **SUBFINDING:** The County of Madera has officially adopted a General Plan.

EVIDENCE: Madera County Resolution No. 95-256.

b. **SUBFINDING:** The land use permitted by the establishment of agricultural preserves is compatible with the objectives, policies, general land uses, and programs specified in the Madera County General Plan.

EVIDENCE: One objective of the Open Space and Conservation Element of the General Plan is "to encourage continued, and where possible, increased agricultural activities on lands designated for agricultural use." (*Agricultural Land Use Policy 5.A.6.*) The General Plan also provides that the County "shall actively encourage enrollments of Agricultural lands in its Williamson Act program, particularly on the edges of new growth areas." (*Agricultural Land Use Policy 5.A.12.*)

BE IT FURTHER RESOLVED that the Board does hereby create and establish Agricultural Preserves numbered _____,

inclusive, in Madera County, which are described and set forth on that certain map entitled "20___ Agricultural Preserves" and made a part hereof.

BE IT FURTHER RESOLVED that a copy of the map entitled "20___ Agricultural Preserves," setting forth the preserves, be recorded in the office of the County Recorder.

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute the agricultural preserve contracts for the above-referenced preserves.

The foregoing Resolution was adopted this _____ day of _____, 20_____, by the following vote:

Supervisor _____ voted: _____

Supervisor _____ voted: _____

Supervisor _____ voted: _____

Supervisor _____ voted: _____

Supervisor _____ voted: _____

Chairman, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

APPROVED AS TO LEGAL FORM:
County Counsel

By _____

NONRENEWAL OF AGRICULTURAL PRESERVE CONTRACT (Government Code Section 51245)

An agricultural preserve (or Land Conservation) contract has an initial term of ten years. The contract also provides that on March 1 of each year, a year will be automatically added to the initial term unless notice of nonrenewal is given. For example, a contract which became effective on March 1, 2011 will expire on March 1, 2021. On March 1, 2012, a year will be automatically added to the contract term, and the contract will then expire on March 1, 2011. This automatic annual renewal continues indefinitely.

If a notice of nonrenewal is timely given by either the property owner or the County, the existing contract will remain in effect for the balance of the period remaining since the contract's original execution or the last renewal of the contract, as the case may be. Property taxes will gradually return to the level of taxes on comparable nonrestricted land as the term of the contract draws nearer to expiration. For example, where a contract is in effect on property, and a notice of nonrenewal was filed prior to December 1, 1990, the contract will expire on March 1, 2000.

You may give a notice of nonrenewal as to all or only a portion of the land under contract. However, nonrenewal is valid only for an entire parcel of land and cannot be used for only part of a parcel. A property owner must obtain approval from the Board of Supervisors before filing a notice of partial nonrenewal.

WHERE TO OBTAIN NOTICE OF NONRENEWAL FORM. Notice forms are available in the office of the Clerk of the Board of Supervisors, County Government Center, 200 West Fourth, Madera, California 93637.

WHERE TO FILE. A notice of nonrenewal must be filed in the office of the County Recorder located at the County Government Center, 200 West Fourth Street, Madera, California 93637. There is a fee for this service. A notice of partial nonrenewal must be filed in the office of the Clerk to the Board of Supervisors at the same address.

WHEN TO FILE. A notice of nonrenewal must be filed by the property owner at least 90 days prior to the agricultural preserve contract's anniversary date for it to be effective on that date. The anniversary date for agricultural preserve contracts in Madera County is March 1. Therefore, notices of nonrenewal must be filed by the preceding December 1. Notices of partial nonrenewal must be filed by the preceding November 1 to allow time for the Board of Supervisors to consider the request for partial nonrenewal.

COMPLETING THE NOTICE OF NONRENEWAL. There are two types of notice of nonrenewal forms which may be completed by the property owner (attached). Attachment 1 is to be used when all property under a contract is not to be renewed. Attachment 2 is to be used when only a portion of property under a given contract is not to be renewed.

Refer to your agricultural preserve contract to obtain the Madera County contract number and the agricultural preserve number to be affected by the notice. Please contact the Assessors' Office at (559) 675-7710 for the current Assessor's parcel numbers. You must attach an "Exhibit A" to the partial nonrenewal form listing the parcels not renewed. The notice of nonrenewal must be signed by all current property owners, and all signatures must be properly acknowledged by a notary public. The notice forms have a notary acknowledgement included for your assistance.

Nonrenewal forms must be filled out completely and accurately. If not, they may be invalid or processing may be delayed. You are advised to call or visit the Assessor's Office to verify that the forms are properly completed before you file them with the Recorder's Office.

NONRENEWAL BY THE COUNTY. The County may also, if it deems it necessary, file a notice of nonrenewal on an agricultural preserve contract. The County must file its notice of nonrenewal at least 60 days prior to the agricultural preserve's anniversary date (currently March 1). Therefore, the notice of nonrenewal must be recorded not later than the preceding January 1.

You will be notified in a timely manner and given an opportunity to appeal the notice prior to its recordation. If you appeal the matter to the Board, it will be scheduled for hearing before the Board of Supervisors for its consideration and approval prior to recordation of the notice of nonrenewal. Attachments 3 and 4 are sample forms which will be used in a similar fashion to the forms used by the property owner.

At any time prior to the recordation of the notice of nonrenewal, either the County or the property owner may withdraw the request for nonrenewal.

This information is intended to acquaint landowners with the rules and procedures governing the nonrenewal of an agricultural preserve contract. Any landowner considering nonrenewal may consult the County of Madera's "Rules and Procedures for Agricultural Preserves" (of which this is a part) and Government Code Sections 51200 through 51295.

**Recording Requested By and
When Recorded, Return to:**

OWNER'S NOTICE OF NONRENEWAL OF LAND CONSERVATION CONTRACT

NOTICE IS HEREBY GIVEN by "OWNER" that the Land Conservation Contract Number _____ by and between _____

and the County of Madera, recorded on _____, 20____, as Document Number _____, in Book _____, Page _____ of the Office Records of Madera County, California, and concerning Assessor's Parcel Number(s) _____ and Agricultural Preserve Number _____, IS NOT TO BE RENEWED. The expiration date of said Contract is January 1, 20____.

OWNERS:

Mailing address: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, with principal office in the County of _____, duly commissioned and sworn, personally appeared _____

known to me to be the person(s) described in, whose name _____ subscribed to and who executed the within instrument, and acknowledge that _____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the Certificate first above written.

Notary Public in and for the
State of _____
My commission expires _____

Recording Requested By and
When Recorded, Return to:

**OWNER'S NOTICE OF PARTIAL NONRENEWAL
OF LAND CONSERVATION CONTRACT**

NOTICE IS HEREBY GIVEN by "OWNER" that all that portion of Land Conservation Contract Number _____, as described in "Exhibit A" attached hereto, by and between

and the County of Madera, recorded on _____, 20____, as Document Number _____, in Book _____, Page _____ of the Office Records of Madera County, California, IS NOT TO BE RENEWED. The expiration date of that portion not renewed is January 1, 20____.

OWNER(S):

Mailing Address: _____

Approved by order of the Madera County Board of Supervisors this _____ day of _____, 20____.

Chairman, Board of Supervisors

ATTEST:

By _____
Clerk, Board of Supervisors

Attachment: RULES AND PROCEDURES (9992 : 2023 Agricultural Preserves and Farmland Security Zones Less than 100 Acres)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, with principal office in the County of _____, duly commissioned and sworn, personally appeared _____

known to me to be the person(s) described in, whose name _____
 subscribed to and who executed the within instrument, and acknowledge that _____ executed
 the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in the Certificate first above written.

**Notary Public in and for the
State of**

My commission expires _____

**EXHIBIT A
TO NOTICE OF PARTIAL NONRENEWAL OF
LAND CONSERVATION CONTRACT**

(CONTRACT NO. _____, AGRICULTURAL PRESERVE NO. _____)

The following parcels are "nonrenewed":

Assessor's Parcel Numbers: _____

The following parcels are renewed:

Assessor's Parcel Numbers: _____

**Recording Requested By and
when Recorded, Return to:
Madera County Board of Supervisors**

COUNTY'S NOTICE OF NONRENEWAL OF LAND CONSERVATION CONTRACT

NOTICE IS HEREBY GIVEN by "COUNTY" that the Land Conservation Contract
Number _____ by _____ and _____ between

_____, and the County
of Madera, recorded on _____, 20____, at Document Number
_____, in Book _____, Page _____ of the Official Records of Madera
County, California, and _____ concerning Assessor's Parcel
Number(s) _____ and Agricultural Preserve Number _____,
IS NOT TO BE RENEWED. The expiration date of said Contract is January 1, 20____.

COUNTY OF MADERA

Chairman
Board of Supervisors

STATE OF CALIFORNIA)
) ss.
COUNTY OF MADERA)

On this _____ day of _____, 20____, before me,
_____, Clerk of the Board of Supervisors in and for
said County, personally appeared _____, Chairman
of the Board of Supervisors of Madera County, known to me to be the person
described in and whose name is subscribed to and who executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of
said Board the day and year in this Certificate first above written.

Clerk of the Board of Supervisors

Recording Requested By and
when Recorded, Return to:
Madera County Board of Supervisors

**COUNTY'S NOTICE OF A PARTIAL NONRENEWAL OF
LAND CONSERVATION CONTRACT**

NOTICE IS HEREBY GIVEN by "COUNTY" that all that portion of Land Conservation Contract Number _____ as described in "Exhibit A" attached hereto, by _____ and _____ between _____

and the County of Madera, recorded on _____, 20____ as Document Number _____, in Book _____, Page _____, of the Official Records of Madera County, California, IS NOT TO BE RENEWED. The expiration date of that portion not renewed is January 1, 20____.

COUNTY OF MADERA

Chairman
Board of Supervisors

STATE OF CALIFORNIA)
) ss.
COUNTY OF MADERA)

On this _____ day of _____, 20____, before me, _____, Clerk of the Board of Supervisors in and for said County, personally appeared _____, Chairman of the Board of Supervisors of Madera County, known to me to be the person described in and whose name is subscribed to and who executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board the day and year in this Certificate first above written.

Clerk of the Board of Supervisors

**EXHIBIT A
TO NOTICE OF PARTIAL NONRENEWAL OF
LAND CONSERVATION CONTRACT**

(CONTRACT NO. _____, AGRICULTURAL PRESERVE NO. _____)

The following parcels are "nonrenewed":

Assessor's Parcel Numbers: _____

The following parcels are renewed:

Assessor's Parcel Numbers: _____

CANCELLATION OF AGRICULTURAL PRESERVE CONTRACT

The Williamson Act is, among other things, a legislative effort to preserve open space and agricultural land.

A landowner may petition the Board of Supervisors to cancel an agricultural preserve contract as to all or any part of the land subject to the contract. Although cancellation is permitted, nonrenewal is the preferred method of contract termination. Because cancellation is disfavored, it will be granted only in the most extraordinary circumstances.

WHERE TO OBTAIN PETITION FOR CANCELLATION OF AGRICULTURAL PRESERVE CONTRACT:

Petition forms are available in the office of the Clerk of the Board of Supervisors, County Government Center, 200 West Fourth Street, Madera, California 93637.

WHERE TO FILE: A landowner begins the cancellation procedure by filing a petition for cancellation, a current lot book report, and a \$250 fee with the Clerk of the Board of Supervisors.

WHEN TO FILE: A petition for cancellation may be filed at any time. However, a petition should not be filed until a notice of nonrenewal has been served pursuant to Government Code Section 51245.

COMPLETING THE PETITION:

1. **Questions 1 through 3:** Refer to your agricultural preserve contract to obtain the Madera County contract number and the agricultural preserve number. Contact the Assessor's Office at (559) 675-7710 for the current Assessor's parcel numbers (APN). Use the complete APN (example xxx-xxx-xxx-xxx) rather than the abbreviated number (example: xx-xxx-xx).
2. **Question 4:** The petition must state the name, address, and telephone number of all current owners of the property to be removed from the contract and must be signed by those owners. Signatures must be acknowledged by a notary public. The names of all owners must be printed and signed exactly as they appear in the lot book report.
3. **Question 5:** List the APNs of those parcels to be removed from the agricultural preserve contract. Use the complete APN.
4. **Question 6:** A landowner may petition for cancellation of an agricultural preserve contract as to all or any part of the subject land. As with nonrenewal, contracts can be cancelled only for whole legal parcels and not for portions of parcels. If the contract will be cancelled as to only part of the subject land, list the APNs of those parcels to be removed from the agricultural preserve contract. Use the complete APN.

5. **Question 7:** State the reasons for seeking cancellation. The uneconomic character of an existing agricultural use is not itself a sufficient reason for cancellation of the contract. The uneconomic character of the existing use may be considered if there is no other reasonable or comparable agricultural use to which the land may be put.

6. **Question 8:** State the proposed alternative use of the land. A petition will not be considered if a proposed alternative use of the land is not stated.

7. **Question 9:** List those governmental agencies known to have permit authority related to the proposed alternative use. For example, the Zoning Administrator or the Madera County Planning Commission may be the governmental agencies having land use permit authority.

PUBLIC HEARING:

The Board of Supervisors will conduct a public hearing to consider a petition. Tentative cancellation is authorized only if the Board finds that cancellation is not inconsistent with the purposes of the Williamson Act (i.e., the preservation of agricultural land) or that cancellation is in the public interest. For cancellation to be found not inconsistent with the purposes of the Williamson Act, the Board of Supervisors must find:

1. A notice of nonrenewal has been served pursuant to Government Code Section 51245;
2. Cancellation is not likely to result in the removal of surrounding lands from agricultural use;
3. The proposed use of the property will be consistent with the Madera County General Plan;
4. Cancellation will not result in disconnected patterns of urban development; and
5. There is no nearby land which is not under an agricultural preserve contract which is both available and suitable for the proposed use, but if such nearby land does exist, the use of the land currently under contract would provide more sensible patterns of urban development than the use of that nearby land.

For cancellation to be found to be in the public interest, the Board of Supervisors must find both that public concerns such as housing, services, and economic growth, substantially outweigh the need to preserve the particular piece of property as agricultural land and (5) above.

To enable the Board of make the requisite findings, petitioners should be present at the public hearing and present evidence.

CANCELLATION: Cancellation becomes effective when a cancellation fee (See Government Code Sections 51283 and 51283.1) is paid, all conditions established by the Board of Supervisors are met, and the Certificate of Cancellation is recorded in the office of the County Recorder.

The cancellation fee shall be an amount equal to 12-1/2 percent of the "cancellation value" of the property. The "cancellation value" is determined by the Assessor and is the current fair market value of the land (and living improvements) as though free of the Williamson Act contract restrictions.

This information is intended to acquaint landowners with the rules and procedures governing the cancellation of an agricultural preserve agreement. Any landowner considering cancellation should consult the County of Madera's "Rules and Procedures for Agricultural Preserves" (of which this is a part) and California Government Code Sections 51200 through 51295.

PETITION FOR CANCELLATION OF AGRICULTURAL PRESERVE CONTRACT

1. Madera County Contract Number. _____
2. Agricultural Preserve Number. _____
3. Assessor's Parcel No(s). _____

4. Owner(s):
 - a. _____
 Name (Print) _____ Signature _____

 Address _____ Telephone _____

 - b. _____
 Name (Print) _____ Signature _____

 Address _____ Telephone _____

 - c. _____
 Name (Print) _____ Signature _____

 Address _____ Telephone _____

 - d. _____
 Name (Print) _____ Signature _____

 Address _____ Telephone _____

5. Assessor's Parcel Numbers of those parcels to be removed from the agricultural preserve contract: _____

6. Assessor's Parcel Numbers of those parcels to remain subject to the agricultural preserve contract: _____

7. Reasons for seeking cancellation: _____

8. Proposed alternative use of the land: _____

9. Governmental agencies known to have permit authority related to the proposed alternative use: _____

**BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA**

In the Matter of) Resolution No. _____
)
 AGRICULTURAL PRESERVE) RESOLUTION CANCELLING AGRICULTURAL
 CONTRACT CANCELLATION) PRESERVE CONTRACT (CONSISTENT)
 _____)

WHEREAS, pursuant to Government Code Section 51282, the petition for cancellation of _____ came before the Board of Supervisors for public hearing on _____, 20 ____; and

WHEREAS, the County Assessor submitted the calculated cancellation fee applicable to this petition and the Madera County Planning Department conducted an initial study pursuant to the provisions of the California Environmental Quality Act.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Madera that:

1. Notice of the public hearing on the petition for cancellation was given pursuant the provisions of Government Code Section 51284.
2. Petitioner owns land subject to Madera County Contract No. _____, with Agricultural Preserve No. _____,

Assessor's	Parcel	Number(s)
_____, and which is described as follows:		
3. **FINDING:** The cancellation is for land for which a notice of nonrenewal has been served pursuant to Government Code Section 51245.

EVIDENCE:

4. **FINDING:** Cancellation is not likely to result in the removal of adjacent lands from agricultural use.

EVIDENCE:

5. **FINDING:** Cancellation is for an alternative use which is consistent with the applicable provisions of the Madera County General Plan.

a. **SUBFINDING:** The County of Madera has officially adopted a General Plan.

EVIDENCE: Madera County Resolution No. 95-256.

b. **SUBFINDING:** The land use permitted by the cancellation is compatible with the objectives, policies, general land uses, and programs specified in the Madera County General Plan.

EVIDENCE:

6. **FINDING:** Cancellation will not result in discontinuous patterns of urban development.

EVIDENCE:

7. **FINDING:** There is no proximate noncontracted land which is both available and suitable for the use to which it is proposed the contracted land be put, or development of the contracted land will provide more contiguous patterns of urban development than development of proximate noncontractual land.

EVIDENCE:

8. **FINDING:** Cancellation is consistent with the Williamson Act.

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EVIDENCE: See paragraphs 3 through 7 above.

9. **FINDING:** The proposed negative declaration has been considered, and on the basis of the initial study and the comments received during the review process, there is no substantial evidence that the land use permitted by the cancellation will have a significant effect on the environment. On this basis, the negative declaration is approved.

EVIDENCE:

BE IT FURTHER RESOLVED that the cancellation fee, calculated pursuant to Government Code Section 51283, is certified to be _____.

DECISION

The Board of Supervisors grants tentative approval of the petition for cancellation of Madera County Contract No. _____, as to the hereinabove described property only, subject to the following condition:

Payment of the cancellation fee of \$ _____ to the Tax Collector-Treasurer of the County of Madera.

The Clerk of the Board of Supervisors is directed to record a Certificate of Cancellation in the Office of the Madera County Recorder upon verification by the Tax Collector-Treasurer that the cancellation fee has been paid, and thereupon cancellation shall be effective.

A negative declaration is hereby approved for this cancellation. The Clerk of the Board of Supervisors is hereby ordered to file a Notice of Determination with the Madera County Clerk.

The foregoing Resolution was adopted this _____ day of _____, 20_____, by the following vote:

- Supervisor _____ voted: _____
- Supervisor _____ voted: _____
- Supervisor _____ voted: _____
- Supervisor _____ voted: _____
- Supervisor _____ voted: _____

Chairman, Board of Supervisors

ATTEST: _____
Chief Clerk, Board of Supervisors

APPROVED AS TO LEGAL FORM:
County Counsel

By _____

Attachment: RULES AND PROCEDURES (9992 : 2023 Agricultural Preserves and Farmland Security Zones Less than 100 Acres)

**BEFORE
THE BOARD OF SUPERVISORS
OF THE COUNTY OF MADERA
STATE OF CALIFORNIA**

In the Matter of	)	Resolution No. _____
	)	
AGRICULTURAL PRESERVE	)	RESOLUTION CANCELLING AGRICULTURAL
CONTRACT CANCELLATION	)	PRESERVE CONTRACT (PUBLIC INTEREST)
_____	)	

WHEREAS, pursuant to Government Code Section 51282, the petition for cancellation of _____ came before the Board of Supervisors for public hearing on _____, 20 ____; and

WHEREAS, the County Assessor submitted the calculated cancellation fee applicable to this petition and the Madera County Planning Department conducted an initial study pursuant to the provisions of the California Environmental Quality Act.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Madera that:

1. Notice of the public hearing on the petition on this cancellation was given pursuant the provisions of Government Code Section 51284.

2. Petitioner owns land subject to Madera County Contract No. _____, with Agricultural Preserve No. _____, Assessor's Parcel Number(s) _____, and which is described as follows:

3. **FINDING:** Other public concerns substantially outweigh the objectives of the Williamson Act.

EVIDENCE:

4. **FINDING:** There is no proximate noncontracted land with is both available and suitable for the use to which it is proposed the contracted land be put.

EVIDENCE:

5. **FINDING:** Cancellation is in the public interest.

EVIDENCE: See paragraphs 3 and 4 above.

6. **FINDING:** The proposed negative declaration has been considered, and on the basis of the initial study and the comments received during the review process, there is no substantial evidence that the land use permitted by the cancellation will have a significant effect on the environment. On this basis, the negative declaration is approved.

EVIDENCE:

BE IT FURTHER RESOLVED that the cancellation fee, calculated pursuant to Government Code Section 51283, is certified to be _____.

DECISION

The Board of Supervisors grants tentative approval of the petition for cancellation of Madera County Contract No. _____, as to the hereinabove described property only, subject to the following condition:

Payment of the cancellation fee of \$ _____ to the Tax Collector-Treasurer of the County of Madera.

The Clerk of the Board of Supervisors is directed to record

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a Certificate of Cancellation in the Office of the Madera County Recorder upon verification by the Tax Collector-Treasurer that the cancellation fee has been paid, and thereupon cancellation shall be effective.

A negative declaration is hereby approved for this cancellation. The Clerk of the Board of Supervisors is hereby ordered to file a Notice of Determination with the Madera County Clerk.

The foregoing Resolution was adopted this _____ day of _____, 20____, by the following vote:

Supervisor _____	voted:	_____
Supervisor _____	voted:	_____
Supervisor _____	voted:	_____
Supervisor _____	voted:	_____
Supervisor _____	voted:	_____

Chairman, Board of Supervisors

ATTEST:

Chief Clerk, Board of Supervisors

APPROVED AS TO LEGAL FORM:
County Counsel

By _____

**CERTIFICATE OF TENTATIVE CANCELLATION
OF AGRICULTURAL PRESERVE CONTRACT**

Madera County Contract No. _____

Agricultural Preserve No. _____

Legal Description: Assessor's Parcel Number(s): _____

On _____, 20____, the Madera County Board of Supervisors, by Resolution No. _____, granted tentative approval of that petition for cancellation of ____(Property Owners at time of Tentative Approval)____, pursuant to Government Code Sections 51280, et seq., subject to fulfillment of the following condition(s) within _____ of the recordation of this Certificate:

1. Payment of the cancellation fee of _____.

2. _____

Upon fulfillment of the foregoing condition(s), a Certificate of Cancellation shall be recorded and thereupon the cancellation shall be effective. If all of the foregoing conditions are not fulfilled within _____ of the date on which this Certificate of Tentative Cancellation is recorded, the tentative cancellation shall be subject to withdrawal.

The cancellation fee, or any portion thereof, is nonrefundable.

DATED: _____

Chief Clerk, Board of Supervisors

**COUNTY OF MADERA
NOTICE OF DETERMINATION**

TO: County Clerk

FROM: Board of Supervisors

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code

PROJECT TITLE: Cancellation of Agricultural Preserve Contract

CONTACT PERSON: _____ **PHONE:** _____

PROJECT LOCATION: APN(s): _____

LOCATED: _____

PROJECT DESCRIPTION: Cancellation of Agricultural Preserve Contract No. _____

This is to advise that the County of Madera has approved the above described project and has made the following determinations regarding the above described project:

1. The project (___ will; ___ will not) have a significant effect on the environment.
2. ___ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
- ___ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.

The EIR or Negative Declaration and record of project approval may be examined at the Madera County Planning Department, 2037 West Cleveland Avenue, Madera, California 93637.

3. Mitigation measures (___ were; ___ were not) made a condition of the approval of the project.

4. A statement of Overriding Consideration (___was;___was not) adopted for this project.

PROJECT APPROVAL DATE: _____

DATED: _____

Chief Clerk, Board of Supervisors

CERTIFICATE OF CANCELLATION
OF AGRICULTURAL PRESERVE CONTRACT

Madera County Contract No. _____

Agricultural Preserve No. _____ Acreage: _____

Owner(s) at the time of cancellation: _____

* * * * *

NOTICE IS HEREBY GIVEN that pursuant to Government Code Sections 51280, et seq., the cancellation fee established by Government Code Section 51283 was certified by the Board of Supervisors of the County of Madera to be _____, which has been paid in full, and all other conditions set in the Certificate of Tentative Cancellation have been fulfilled.

ALL CONDITIONS BEING FULFILLED, the above-referenced contract, which restricted the use of the land described as Assessor's parcel number(s): _____

_____ and also described as:

is cancelled as of the date of the recording of this certificate.

DATED: _____

Chief Clerk, Board of Supervisors

Attachment: RULES AND PROCEDURES (9992 : 2023 Agricultural Preserves and Farmland Security Zones Less than 100 Acres)