Mariposa County

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

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

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
DECEMBER 17, 2024

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

Chair Menetrey called the meeting to order and read a letter from former Supervisor Forsythe, who had to resign to take the School District Office.

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

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

D. Board Recognitions

1. **Board of Supervisors**

Adopt a Resolution Recognizing District IV Supervisor Wayne Forsythe on his Retirement

Chair Menetrey introduced the item.

Public comment was received by Monica Nielsen/Agricultural Commissioner, who thanked Supervisor Forsythe for his support.

Marilyn Saunders/Resident noted she appreciates all he does for the community. He has been a fantastic representative for her area. She then thanked him.

Jacob Hawley/Chamber thanked Supervisor Forsythe for all the projects he assisted with as well as taking his calls of concern. He noted Supervisor Forsyth had helped him through a lot.

Leigh Westerlund/ Assistant County Administrative Officer noted how much she appreciated his questions as they made her think more deeply about what she was presented. She noted she came home every day, thinking of her day and his questions.

Marvin Wells/Resident noted he worked with Wayne for 8 years and noted there is not a person in this County who thinks of the children more than Supervisor Forsythe.

Walter Wall/District Attorney thanked Supervisor Forsythe for his support as well as his service to the community and country.

Jermey Briese/Sheriff thanked Supervisor Forsythe for being a mentor, role model, fellow elected, and wise sounding board. He noted he is a true servant of the community and is always right alongside the employees doing the work. He noted Supervisor Forsythe is a mentor to many and believes in the community and its safety. He noted it was nice to have his calm and comforting presence and ended with the sentiment that Supervisor Forsythe would truly be missed.

Chris Bernard/Cal Fire/County Fire thanked Supervisor Forsythe for all he has done for the fire family.

Jeanne-Ann Pine/Resident noted when she started attending the Board of Supervisor's meetings she had a question. She expressed her gratitude in his response was to her in 10 minutes. She ended with the fact that he is a voice of reason and true gentleman.

Nathan Alonzo/Pacific Gas and Electric noted that in the years he has been in his role, this was the first time he attended a meeting to say goodbye to a supervisor. He noted there is no one more deserving than Supervisor Forsythe. He noted as a PG&E employee, he is use to being beat up. He noted that supervisors hold them accountable in a public way. He noted they sometimes deserve it, especially in this County, but he noted they were held accountable in a considerate way that helped resolve problems and issues quickly. He noted it is a testament to Supervisor Forsythe how efficiently things are being done in this county. He noted this place was unique. He noted they will miss him but wish him the best.

Sean DeAvila/Son in Law noted he was speaking for the Forsythe clan. He noted Supervisor Forsythe is a father figure, stating he didn't have a lot of that and thanked him for being that person. He noted Supervisor Forsythe was the epitome of being ethical as well as being a role model to many.

Joe Lynch/County Administrative Officer, jokingly told Supervisor Forsythe that no one authorized him to leave early. He noted he had gotten to know him over the last 4 years and was unaware of all the Chapters Supervisor Forsythe had. He also noted jokingly that it was clear Supervisor Forsythe did not know how to retire. He noted he appreciated his ethics and partnerships, especially with the tough messages coming out for homelessness. He thanked Supervisor Forsythe for being respectful, giving heads up, being incredibly steady, and bringing calmness to the room. He then ended with the sentiment that he is excited to have Supervisor Forsythe on the school board as a voice for parents and children.

Steve Dahlem/County Counsel thanked him for his friendship. Noting he liked their conversations

Danielle Bondshu/Clerk of the Board, noted she would miss Supervisor Forsythe, as she felt like she was back in High School when she was his teacher's Aid. She noted he helped change the course of her life, as she was

not raised in an ag family, and he helped guide her to something she loved. She noted how much she would miss him in the office and jokingly reminded him to change his passwords since she knew them all. She also noted that his family is a reflection of the incredible man he was by everything they do for this community, and she thanked his family for sharing him and their sacrifice.

Supervisor Poe noted when he went through something personal, Supervisor Forsythe dropped everything to help him through it. He thanked him.

Supervisor Toso noted she appreciated everything he had done for her noting he was very welcoming and took the time to introduce her to people. She noted she appreciated him and noted the Boards loss is the School Boards gain. She noted she is happy for him and his family ending on the sentiment that Supervisor Forsythe would be missed.

Supervisor Smallcombe thanked Supervisor Forsythe for his service to the Country and County, his willingness to work with her as a partner on the board, and his "let's get it done" approach. She noted that she hoped he would have more time to relax and spend time with his family. She wished him the best of luck in his future endeavors.

Chair Menetrey noted this was two weeks to early (his departure). He noted he would miss Supervisor Forsythe being his wingman and them kicking around different board items, thoughts, and ideas. He noted how thoughtful, considerate, and steady Supervisor Forsythe was. He noted he would miss him on the dais.

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

Chair Menetrey moved to the floor and presented former Supervisor Forsythe with the Retirement Resolution, Tile Plaque, and Belt Buckle.
Supervisor Forsythe thanked everyone for their kind words, highlighting the sacrifice his wife Chris and children have made. He noted he would miss everyone.

Reception with Refreshments to Follow

9:35 AM Chair Menetrey recessed the Board for a reception and reconvened at 9:56 AM.

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

Chair Menetrey noted that regular agenda item I.2 was moved to the 2:00 PM agenda. He then noted that items K. 1 and K.2, the closed session items, had been withdrawn. He then read the consent note.

Public comment received by Leigh Westerlund highlighted CA. 2 and 3, noting the children deserve the supportive services. She noted from personal experience that the work child support professionals do is important.

Sarah Honeycut/Madera Child Support Services introduced Anne Stather/State, thanked her, and noted it was her pleasure to represent the region. She noted being in a small community and seeing the recognition of Supervisor Forsythe makes them grateful. She thanked the Board for moving the items mentioned by Ms.

Westerlund forward. She noted they look forward to working with Mariposa County.

In response to Ms. Westerlund and Ms. Honeycutt, Joe Lynch noted that they are seeing services leave our community. Madera stepped in; they have been fantastic, and they want to continue the great service.

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

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve a Memorandum of Understanding (MOU) with Madera County for Child Support Services (CSS) Effective January 1, 2025; and Authorize the Board of Supervisors Chair to Sign the MOU

CA3. **Administration**

Approve Second Amendment to the Memorandum of Understanding (MOU) with Merced County for Child Support Services (CSS); and Authorize the Board of Supervisors Chair to Sign the MOU

CA4. **Administration**

Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in November 2024 Pursuant to the County Budget Control and Fiscal Management Policy.

CA5. **Board of Supervisors**

Ratify a Letter of Support for the Calaveras Chamber of Commerce (Calaveras Chamber) and California Asian Pacific Chamber of Commerce's (CalAsian) Sierra Jobs First Catalyst Fund Application; and Authorize the Board of Supervisors Chair to Sign the Letter (Supervisor Smallcombe)

CA6. **Health and Human Services Agency**

Approve Acceptance of the Behavioral Health Bridge Housing (BHBH) Program Round 1 Grant Award in the Amount of $1,396,990.00; Authorize the Board of Supervisors Chair to Sign the Agreement and any Amendments or Related Documents Necessary for this Grant; and Approve Budget Action Receiving Unanticipated Fiscal Year 2025 Revenue ($691,540)

CA7. **Planning**

Approve an Agreement with Yosemite Foundation DBA Yosemite Conservancy in the Amount of $42,255.36 for their Partnership Responsibilities within the Missouri Gulch Design Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. **Sheriff's Office**

Adopt a Resolution of Authorization to Apply for Fiscal Year 2024 Emergency Management Performance Grant Program; Accept Grant Funding; Authorize the Sheriff to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel); and Authorize the Sheriff to Sign the Reporting Documents

CA9. **Sheriff's Office**

Adopt a Resolution of Authorization to Apply for Fiscal Year 2024 Homeland Security Grant Program; Accept Grant Funding; Authorize the Sheriff to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel); and Authorize the Sheriff to Sign the Reporting Documents

CA10. **Treasurer/Tax Collector/County Clerk**

Adopt Resolution Declaring the Certified Results of the General Election Held on Tuesday, November 5, 2024

F. Items removed from Consent Agenda

None.

G. Departmental Presentation

Chris Bernard noted Chief Ward wished he could be here. He announced they are now in the Amador Fire agreement and are officially in open burn season.

H. Public Comment on Non-Agenda Items

Danielle Bondshu read a letter from Jessica Brandle, who thanked the Board for recognizing her dad, Steven W. Dahlem, at the December 10th, 2024 meeting.

I. Regular Agenda Items

1. **Public Works**

Accept the Land Donation from the Simon Family, LLC. for the Expansion of Mariposa County Cemetery in Catheys Valley; Authorize the County Administrative Officer (CAO) to Sign the Necessary Applications and Documents to Process a Lot Line Adjustment (LLA); and Authorize the Board of Supervisors Chair to Sign the Acceptance Upon Completion of the LLA

Shannon Hansen/Public Works gave the staff report. No public comment was received. Supervisor Toso thanked the Simon Family for their generous donation.

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

Toso, District II Supervisor Poe

3. **Planning**

Adopt a Resolution to Accept, Not Approve, the Agricultural and Working Lands Conservation Plan (AWLCP), Conditioned that it is Only a Source Document to Help Formulate the General Plan and that the Agricultural Advisory Committee Advise the Planning Commission and Board of Supervisors on the Sections of the AWLCP that will Benefit the General Plan Agricultural Element

Ben Goger/Senior Planner, introduced Hannah Harrison/Planner, who gave a PowerPoint presentation.

Staff noted the following amendments: Technical Amendment, Page 24 of the AWLCP 1C, noted Sierra Business Council, it should also include TSS Consulting, Mariposa Resource Conservation District and the Governor's Office. She also noted the dates on the staff report are incorrect, noting they should be December 17th, 2024.

No public comment was received.

Board discussion ensued. In response, Tony Toso/Ag. Advisory Committee Chair noted there has been a lot of back-and-forth on this plan. He noted he is personally concerned. He noted they chose the language "accept" instead of "approve," so they had leeway to develop further language. They wanted to ensure this wasn't a regulatory document. He further noted this is a source, not a regulation.
Chair Menetrey re-opened public comment.

Kelly Williams/Ag. Advisory Board member noted that the plan had some good things, but there were things that shouldn't be in it. He reiterated why the language "accept" and not "approve" or "adopt" was recommended.

AMENDED: Technical Amendment, Page 24 of the AWLCP 1C, noted Sierra Business Council, it should also include TSS Consulting, Mariposa Resource Conservation District and the Governor's Office. Staff report date should reflect the December 17th, 2024 date.

RESULT:	**Adopted as Amended (UNANIMOUS)**
MOVER:	District III Supervisor Danette Toso
SECONDER:	District I Supervisor Rosemarie Smallcombe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe

4. **Administration**

Approve the New Classification of Senior Legal Secretary and Set the Annual Salary from $48803.664 to $59321.158; Effective Immediately

Chris Ferbrache/Human Resources gave the staff report.

Public comment was received by Walter Wall, who provided the background on the item.

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

Toso, District II Supervisor Poe

5. **Administration**

Approve the Allocation of One (1) Additional Full-time Administrative Analyst I/II Position in the Health and Human Services Agency, Effective Immediately

Dr. Kristina Keheley/Health and Human Services Director, gave the staff report. No public comment was received.

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

6. **Administration**

Approve the Addition of One (1) Allocation of an Auditor-Appraiser Position in the Assessor-Recorder Department and Reduce the Assessor I/II Allocations by One (1), Effective Immediately

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

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

7. **Administration**

Adopt Balancing Adjustments for Fiscal Year 2024-2025 Adopted Budget (4/5ths Vote Required)

Leigh Westerlund gave the staff report. No public comment was received.

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

8. **Administration**

Discussion and Direction Regarding the Lease of Real Property in the Town of Hornitos for Livestock Grazing Purposes

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

DIRECTION: Staff will begin the process of open bidding.

RESULT:	DIRECTION GIVEN

9. **Board of Supervisors**

Recognize Mariposa County Employees for their Years of Service

Chair Menetrey gave the staff report. He and the board members read the names of the employees.

RESULT: PRESENTATION HELD

10. **Clerk of the Board**

Adopt Amended Signature Authority Policy

Danielle Bondshu gave the staff report. No public comment was received.

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

J. Board Information

Information was received.

K. Closed Session

Closed sessions were withdrawn.

1. **Administration**

CLOSED SESSION: Conference with Labor Negotiator: Shelline Bennett: Employee Organization Deputy Sheriff's Association (DSA) and Sheriff's Management Association (SMA)

RESULT: WITHDRAWN

2. **Administration**

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Building Director

RESULT: WITHDRAWN

L. 2:00 PM Reconvene

11:27 AM Chair Menetrey recessed the Board, noting they would reconvene at 2:00 PM.

2:00 PM Chair Menetrey reconvened the Board meeting and noted they would take up the Titan agreement item first, then move the S.P.C.A. item.

2. **Public Works**

Approve a Three Year Service Agreement with Titan Aviation Fuels for the Purchase of Aviation Fuel and Credit Card Processing Services for the Mariposa-Yosemite Airport, in an Amount Not to Exceed

$300,000 Per Year; and Authorize the Chair of the Board of Supervisors to Sign the Agreement

Chair Menetrey noted this item was moved from the regular agenda.

Sam Cerveny/Deputy Director of Public Works, gave the staff report. No public comment was received.

AMENDED: The agreement was updated to a term of 5 years, and additions were added to past publications that were also approved.

RESULT:	**Adopted as Amended (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District II Supervisor Poe

1. **Board of Supervisors**

CONTINUED from December 10th, 2024, to December 17th, 2024, at 2:00 PM or soon thereafter.

Discussion and Possible Direction Regarding the Lease Agreement Between Mariposa County SPCA and Mariposa County and Whether the Board Wishes to Explore Strategies to Develop Greater Cooperation Between the Parties That Increase Transparency Regarding the County and Non-Profit Partners' Efforts to Promote Animal Welfare in Mariposa County (Supervisors Smallcombe and Toso)

Chair Menetrey introduced the item and re-noted why former Supervisor Forsythe was absent.

Supervisor Smallcombe noted she coordinated with Sheriff Briese and Supervisor Toso. She announced that the direction is limited because the board's authority is restricted to the contract. She further announced that the Board does not have the authority over how the organization conducts its businesses.

Sheriff Briese came up and noted as the Sheriff, the duties are Sheriff/Coroner/Public Administrator/OES as well as Animal Control (ACO), which was delegated to his office in 1997. He noted this was not an "us versus them" situation. He noted that their goal as a community is to work through their differences. He also noted that he needed to clarify a topic he saw and heard, whether there are laws that dictate how they operate as a public shelter and whether those are being followed. He noted that the ACO vision is clear: every call for service ends with them. Sheriff Briese went over the means by which the ACO goes above and beyond to try to get animals to shelter, fostered, or adopted to avoid euthanization. He noted he hoped to have a better relationship with the SPCA so they could be placed on their list of organizations to call. He then discussed the mental health aspects the ACO officers go through having to euthanize so many animals. He noted he encourages the Board to contract with a facility where they can transfer animals.

Supervisor Toso noted she brought this item forward due to the number of calls she had received from concerned citizens. She then read a statement. In response to the allegations, she noted that she verbally resigned and filled out a resignation letter. She also noted that she was a secretary with no money access. She then reiterated the need for strong partnerships for the animals.

Supervisor Smallcombe echoed what was said about our ACO, noting she had spoken to all three and she would not have the fortitude to do what they have to every day, especially knowing they have to go to work to kill innocent animals.

Chair Menetrey noted it was truly heartbreaking, but the true culprit is the individuals who do not keep their commitment to their animals. He then read a statement and further noted his disappointment in this item. He

felt this item did not belong in the Board room but in the SPCA Board room. He reiterated that the County has no jurisdiction and they did not want to tell anyone how to run their business. He further noted the County gives no financial assistance outside of the lease agreement.

Supervisor Poe noted there wasn't much more he could say besides what others had. He noted how his animals get out of his fence and how heartbreaking it was that some animals are euthanized after a few days. He noted that bringing this conversation to the SPCA is up to the public.

Public comment was received by Cathy Avila/Resident, who noted she ran the catnip society, which began in 2007 as a result of being unsatisfied with the SPCA. She noted that they have cared for many cats over the years, including managing feral colonies in the community. She noted that since 2012, they have had a low-cost neutering clinic, noting that just this year, they had neutered 150 and would be doing 29 more the following day. She noted the cost was $30, and they would do feral cats for free. She thanked Dr. Jeanette Morrow for her time and skills donation. She noted this would also not happen without the ACO. She then noted some in the community believe they are creating problems for the SPCA. She noted that the women who foster animals and the community members who donate money are not the problem. She noted they are all working together to save animals. She noted the SPCA, which is resistant to rescuing animals, is the problem. She noted they have no community programs in place, and there is no evidence that they have a fostering program. She noted they turn away volunteers. She noted that no volunteers making a difference get free water or rent for a dollar a year. She noted that with assets of over $700,000, they could make a huge difference, but they are falling short. She noted the Board has the opportunity to hold them accountable.

Jeanne-Ann Pine/Resident takes no pleasure in being here. She noted when a business isn't doing what she likes, she walks away. She noted in this instance, people have been walking away for years, stating, "Mariposa County has a long sad history". She noted that the SPCA has been implementing damage control by defaming people, stating that they are thieves. She noted it had been claimed in the SPCA office that the Cat Nip Society had been started by the SPCA, which was false. She then discussed why they could not use their money for good instead of keeping it in growth accounts. She noted no one has been shown by-laws or minutes. She then read a threatening message she received from Barbara Cone.

Patti Murdoch/Resident noted she didn't want to be here; she is here to address the situation she and Pat are in. She noted there was a rescue named Friends of the Animal Community (FOAC), which called with a bunch of hound puppies that were going to be euthanized. She noted she would take a couple and went to the ACO to pick them up. There were too many for her to take, but she took a few, a pregnant one (she was unaware she was pregnant) and a Huskey. She noted the Huskey broke through her window, and the one had the puppies. She noted she is not working with the SPCA. She noted she did not have the facility to take more dogs, but they have been, so these animals aren't euthanized. She noted this is a principal matter.

Pat Campi/Resident, who rescues animals with Ms. Murdoch, noted she called the SPCA about getting animals spayed and neutered as was told there was no such program. She noted their intent is to get the SPCA to coexist and help with animal control. She noted if the SPCA was doing this, they would not need to find other rescues to assist. She noted there are empty kennels at the SPCA, they need to help take in these animals.

Mick Herman/Resident noted mission statements change over time. He noted he read the occupancy and use in the lease agreement. He felt they were not holding up to their lease. He noted he has tried to adopt a dog three times as a comfort animal for his PTSD. He noted every time he called, they had no dogs. He noted he got a dog from Supervisor Toso, who fosters. He noted they recently needed cats, so he called the SPCA, but they didn't have any cats. He noted that he had tried numerous times and finally rescued them through humane society. He noted that they needed rescuing, and their poor business practices reflected poorly on

the county and the board of supervisors.

Christine Todd/Resident asked what the value of the lease is and what the regular cost for that amount of land would be.

Sheryl Berg/Resident noted she would share her (what she thought was a) unique situation. She stated last year, they had a feral cat show up at their home. One became three, three became five, and five became fifteen. She noted she was able to capture and find homes for these cats, but there needs to be a county program to address these issues.

Dennis Bright/Resident noted he volunteered at the SPCA off and on. He noted that the whole issue started as an animal welfare issue and is now about SPCA's assets. He noted that Terry Alice mentioned quitting out of frustration, but he remembered the Sheriff's office having to escort her out because she refused to leave. He noted she had made derogatory statements. He noted that with the yard sale, they have helped thousands over the years and diverted a lot of materials from the landfill. He then noted that Mr. Litle had hammered the SPCA without justification, which was misleading and incorrect. He further noted he felt that it was redundant and ridiculous.

Wayne Kelly/Resident noted he worked at the SPCA, and the slanderous statements bother him. He felt the SPCA tries to do a good job, but unfortunately, people abandon animals. He noted that there isn't enough population to help with this issue. He then noted that the current Executive Director has slept on a cot during fires to care for evacuated animals.

Dina Oppenheim/SPCA Volunteer noted that everything worked well together in the '80s and '90s.

3:06 PM Danielle Bondshu stepped out, and Deanna Stickles stepped in as clerk.

Ms. Oppenheim noted this should be about finding them a home and shouldn't be about cats versus dogs. She noted Dr. Marro has difficulty finding a surgical location, and we cannot get another vet to participate. She further noted it is a month-long lag time to get animals fixed. She further noted she is a volunteer and will pick up 500 pounds of cat litter and is reimbursed. She noted the yard sale was a good thing and has helped many individuals who have been evacuated because of fires. She noted they also give food to individuals who cannot feed their pets. She thanked Terry Alice and the Cat Nip Society because she had an issue with a neighbor and was able to get a feral colony fixed. She noted the horrible owners have now allowed the coyotes to take their cats. She further noted she has been in contact with HOPE in Fresno, which has a $55 spay and neuter clinic.

3:10 PM Ms. Bondshu stepped back in as Clerk and Ms. Stickles left the dais.

Karen Herman/Resident noted that she felt the yard sale funds should go to caring for, spaying, and neutering animals. She felt this was not being done and needed to be considered.

Tom Linden/Resident, noted he had not thought he had a dog in the fight. He then noted he had two German shepherds show up at his property. He called the Sheriff's Office, and Animal Control came out. He thanked them, noting how amazing they were. He then noted he had known Ms. Campi and Ms. Murdoch for a while and stated how amazing they were. He noted he knows a lot of the individuals from the SPCA as he takes his mother there often. He said they run a structural deficit, noting they had thirty thousand in investment income. He felt this was the intersection of two issues, animal dumping and friends shouldn't run non-profits. He then noted that the SPCA should provide the information many individuals have requested. He noted many personalities in this issue, and many of them mean well.

Ms. Avila commented for a second time, noting Terry Alice could not be here today as she is currently laid up.

She then noted she wanted to counter the comment from Mr. Bright, noting she was also on the SPCA Board in 2006 and 2007. She noted there was no accountability or transparency on the Board, when they tried to change that Jeanette (SPCA Executive Director) stood in their way. She noted records couldn't be located or had been water-damaged. She noted that the environment between the board, volunteers, and Jeanette was horrible. She then noted they attended a Board meeting, and former Sheriff Jim Allen was in the room, and it was packed. She noted they were blasted with accusations. She noted former Sheriff Allen stood up and said, "You people need to resign." She then noted that the statement Mr. Bright made of Terry Alice stealing three thousand dollars was slanderous. She said if that was true, where was the Sheriff's report? She noted that it was defamation of character.

Joe Lozano/Jeanette's husband noted that he is a voter, taxpayer, and concerned citizen. He felt this was a grave injustice as the SPCA is a privately maintained organization. He noted it was founded with a love of animals. He noted it had been a resource for over 47 years. He noted they not only help dogs and cats, but they also assist the homeless by giving necessities. He felt that recently, a group had allied to bash the SPCA. He noted these individuals know who they are. He reminded the Board of Supervisors that they represent the people's will to make a fair and just decision. He implored the Board to have a heart, as the only government assistance received was for the land. He noted they should do what's best for the community's future. He noted when it comes to the extension of the lease, he hoped the Board would approve it. He then noted he couldn't believe some of the statements he had heard and then began discussing his wife as the timer ran out before he could finish his comment

Ms. Murdoch came up for a second comment noting she is not a hysterical woman. She noted this needs to be civil and it's a hot button in our community. She noted the personal attacks needed to stop. She noted she would like to meet with the SPCA and become one with them to work for the animals. She noted maybe a mediator was needed for the meeting.

Ms. Campi came up for her second comment and noted she wanted to know when their Board meetings are so she could attend.

Ms. Pine came up with a second comment, noting the obvious contradictions. She said animals that don't need to be are being euthanized. She asked why the spaces couldn't be expanded and took some burden off the Animal Control Office. She noted there needs to be more proactivity. She then discussed how there have been slanderous things said, she noted what she put on Facebook was asking if anyone wanted to discuss the Gazette article which wasn't slanderous. She noted animals are dying and how many more have to die because the members who can help cannot get along.

Troian Cummings/Resident, noted she has gotten involved with community cats. She noted her partner began working at the landfill, and he called her to come get a cat. She noted that moment was the start of their trap and neuter program. She noted they have fixed and rehomed 25 cats. She noted there needs to be more connections. She noted that without some of the organizations, they would not be able to do this on their own. She noted Cat House on the Kinds gives vouchers. She noted this is about the animals and hoped people could refocus on that.

Kathleen Robinson/Resident, noted everyone seemed very passionate. She noted the facility was built because of passionate people. She noted people should come up with solutions, not accusations. She then noted she felt the $700,000 that was mentioned doesn't seem out of line for an organization. She noted that from a business standpoint, a forty-five thousand deficit seems to be proven. She noted that the county agreement had been met. She noted that Sheriff Allen was a good judge of character. She then noted that Supervisor Toso, whether she was fired or resigned, did not seem like the best person to spearhead this item.

Mr. Lozano came up and noted they passed out flyers and had an open house. He noted they had the paperwork and walked everyone through the shelter, he felt the weren't hiding anything.

Ms. Cummings suggested that the county create a foster list. She noted she called to have her name put on a list and was told they did not have one.

Chair Menetrey closed public comment.

Board discussion ensued, and after much deliberation, the Board gave the following direction based on the County Administrative Officer's suggestions on how to move forward.

DIRECTION: The Board directed the County Administrative Officer to review the lease, look at contracts with other locations for Animal Control to take animals, and to review the three day kill ordinance. They requested this come back in 30 days.

RESULT: DIRECTION GIVEN

M. Adjournment

3:57 PM Chair Menetrey adjourned in memory of Thomas Will II, Merle Stegall, Clyde Lantz, and Wayne Northrop.

Respectfully submitted,

Deanna Stickles
Deputy Clerk of the Board II

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-549

MEETING:	December 17, 2024
TO:	The Board of Supervisors
FROM:	Miles Menetrey, District V Supervisor
RE:	Adopt a Resolution Recognizing District IV Supervisor Wayne Forsythe on his Retirement

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Recognizing District V Supervisor Wayne Forsythe on his Retirement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board recognizes valued service in our County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize a dedicated employee.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Wayne Forsythe Retirement 12-17-24 FINAL**
2. **Revised Wayne Forsythe Retirement 12-17-24 FINAL**

VOTE RESULT

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

Mariposa County Resolution Number 2024-

Recognizing Wayne Forsythe for his

Outstanding Service to the County of Mariposa

WHEREAS, WAYNE served 163rd and 144th Fighter Interceptor Wing ANG, served as a Staff Sergeant, Crew Chief, fire, crash, rescue; and

WHEREAS, WAYNE obtained his Associated of Arts Degree at Mount San Antonio Junior College in Animal Science, while attending worked as the school farm manager for years along with teaching labs; and

WHEREAS, WAYNE received his Bachelor of Science Degree in Animal Science and his teaching credentials in agriculture education from Fresno State all while teaching at both Reedley and Fresno City College; and

WHEREAS, WAYNE after graduating from college began his full time teaching career in 1976 at Woodlake Union High School then in in the early 1980's joined Pro AG Incorporated in their livestock division along the central coast of California; and

WHEREAS, WAYNE and his wife Chris moved their four daughters Michelle, Kimberly, Kelly, and Courtney to Cathey's Valley where they began their own cow/calf operation; and

WHEREAS, WAYNE in 1994 returned to his teaching roots joining the Mariposa County Unified School District (MCUSD) where he became an essential element in reinstating the high schools agricultural program, laying the foundation of the current success our local Future Farmers of America (FFA) Chapter which boast two-thirds of the school's enrollment; and

WHEREAS, WAYNE was a founding member of the Mariposa FFA Boosters, which has grown tremendously over the years and today holds the title of the largest fundraising event in Mariposa County; and

WHEREAS, WAYNE was voted by his peers in the cattle industry and education as the 2000-2001 Cattlemen of the Year and later in 2010 received the Teacher of Excellence Award from the California Agriculture Teachers Association; and

WHEREAS, WAYNE retired from teaching in 2013, later returned as Vice-Principal until being elected as a Mariposa County Unified School District Board of Trustee from 2017 to 2020; and

WHEREAS, WAYNE was elected as District IV Supervisor in 2020, taking office in 2021 and played a vital role in catastrophic events like snow-mageddon, floods, wild wind events, the Oak Fire, and French Fire, as well as helped tackle projects on homelessness and downtown renovations; and

WHEREAS, WAYNE played an inaugural role in the transferring of Station 22 from Mariposa Public Utility District (MPUD) to County Fire, the purchasing of Spring Hill School from MUSD for the County Fire Department, and countless other daily dealing he assisted in moving forward; and

WHEREAS, WAYNE is known for the exceptional roles he has played in this community, the marks he has left on all his students, and we know he will continue to play in the County; and

WHEREAS, WAYNE lives by the words of the final order of business from each FFA meeting "As we mingle with others, let us be diligent in labor, just in our dealings, courteous to everyone and, above all honest and fair in the game of life."; and

WHEREAS, WAYNE looks forward to spending time with the pride and joys of his life, Chris, whom he has been married to for 50 years, his daughters, their spouses, and his incredible grandchildren Emmett, Kyndall, Paisley, Reid, Rylinn, Kett, Logan, Kennedy, Royce, Nash, and Indie

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby recognizes and congratulates **WAYNE FORSYTHE** upon his retirement.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 17th day of December 2024, by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Danette Toso, District III Supervisor

Shannon Poe, District II Supervisor

Miles Menetrey, District V Supervisor

Mariposa County Resolution Number 2024-

Recognizing Wayne Forsythe for his

Outstanding Service to the County of Mariposa

WHEREAS, WAYNE served in the U.S. Air Force, Air National Guard with the 163rd and 144th Fighter Interceptor Wing, where he served as a Staff Sergeant, Crew Chief, fire, crash, rescue; and

WHEREAS, WAYNE obtained his Associate of Arts Degree at Mount San Antonio Junior College in Animal Science, while attending, worked as the school farm manager along with teaching labs; and

WHEREAS, WAYNE received his Bachelor of Science Degree in Animal Science and his teaching credentials in agriculture education from Fresno State all while teaching at both Reedley and Fresno City College; and

WHEREAS, WAYNE after graduating from college began his full time teaching career in 1976 at Woodlake Union High School then in in the early 1980's joined Pro AG Incorporated in their livestock division along the central coast of California; and

WHEREAS, WAYNE and his wife Chris moved their four daughters Michelle, Kimberly, Kelly, and Courtney to Cathey's Valley where they began their own cow/calf operation; and

WHEREAS, WAYNE in 1994 returned to his teaching roots joining the Mariposa County Unified School District (MCUSD) where he became an essential element in reinstating the high schools agricultural program, laying the foundation of the current success our local Future Farmers of America (FFA) Chapter which boast two-thirds of the school's enrollment; and

WHEREAS, WAYNE was a founding member of the Mariposa FFA Boosters, which has grown tremendously over the years and today holds the title of the largest fundraising event in Mariposa County; and

WHEREAS, WAYNE was voted by his peers in the cattle industry and education as the 2000-2001 Cattlemen of the Year and later in 2010 received the Teacher of Excellence Award from the California Agriculture Teachers Association; and

WHEREAS, WAYNE retired from teaching in 2013, later returned as Vice-Principal until being elected as a Mariposa County Unified School District Board of Trustee from 2017 to 2020; and

WHEREAS, WAYNE was elected as District IV Supervisor in 2020, taking office in 2021 and played a vital role in catastrophic events like snow-mageddon, floods, wild wind events, the Oak Fire, and French Fire, as well as helped tackle projects on homelessness and downtown renovations; and

WHEREAS, WAYNE played an inaugural role in the transferring of Station 22 from Mariposa Public Utility District (MPUD) to County Fire, the purchasing of Spring Hill School from MUSD for the County Fire Department, and countless other daily dealing he assisted in moving forward; and

WHEREAS, WAYNE is known for the exceptional role he has played in this community, and the marks he has left on all his students; and

WHEREAS, WAYNE lives by the words of the final order of business from each FFA meeting "As we mingle with others, let us be diligent in labor, just in our dealings, courteous to everyone and, above all honest and fair in the game of life."; and

WHEREAS, WAYNE looks forward to spending time with the pride and joys of his life, Chris, whom he has been married to for 50 years, his daughters, their spouses, and his incredible grandchildren Emmett, Kyndall, Paisley, Reid, Rylinn, Kett, Logan, Kennedy, Royce, Nash, and Indie

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby recognizes and congratulates **WAYNE FORSYTHE** upon his retirement.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 17th day of December 2024, by unanimous vote.

Rosemarie Smallcombe, District I Supervisor

Danette Toso, District III Supervisor

Shannon Poe, District II Supervisor

Miles Menetrey, District V Supervisor

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-550

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

---

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

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

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-551

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve a Memorandum of Understanding (MOU) with Madera County for Child Support Services (CSS) Effective January 1, 2025; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU) with Madera County for Child Support Services (CSS) Effective January 1, 2025; and Authorize the Board of Supervisors Chair to Sign the MOU.

We were notified by Merced County that they would not be renewing the MOU with Mariposa County at the end of their fiscal year on April 30th, 2025 for Child Support Services. As a small county, Mariposa benefits from shared, specialized services such as an investigator or an attorney. Madera County expressed an interest in fulfilling those services, and after several discussions, we are pleased to present the attached MOU for your consideration.

The MOU outlines the ways in which the two counties will partner to provide strong supportive services to families in need. The language in the MOU is largely unaltered from the one used to outline the arrangement with Merced. We do anticipate a change in practice, however, as Madera picks up responsibilities that Merced was no longer providing.

It is important to note that in FY26, the federal and state allocations for Child Support Services will be adjusted slightly in recognition of this agreement. There will be no impact on Mariposa County finances, but the funding received will be reduced by $30,000 in Mariposa and increased by $30,000 in Madera.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Madera County Board of Supervisors approved this agreement on November 12, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve and Mariposa County will struggle to provide specialized services for families in need of child support. Modifications of the MOU are also possible.

FINANCIAL IMPACT

It is important to note that in FY26, the federal and state allocations will be adjusted slightly in recognition of this agreement. There will be no impact on Mariposa County finances, but the funding

received for Child Support Services will be reduced by $30,000 in Mariposa and increased by $30,000 in Madera.

ATTACHMENTS

1. CRM 54169 - Madera-Mariposa Regionalization of Child Support 4860-7016-8794 1

VOTE RESULT

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

MADERA COUNTY CONTRACT NO. _____
(Department of Child Support Services: Madera-Mariposa Regional Department of Child Services)

THIS AGREEMENT ("Agreement") is made and entered into _____ day of _____, 202__, by and between the COUNTY OF MADERA, a political subdivision of the State of California (hereinafter referred to as "MADERA"), and the COUNTY OF MARIPOSA, a political subdivision of the State of California (hereinafter referred to as "MARIPOSA"), collectively referred to herein as the parties.

RECITALS

A. California Department of Child Support Services ("DCSS"), which is the single organizational unit whose duty is to administer the federal Title IV-D state plan in California as authorized per California Family Code ("Fam. Code") section 17202, has consulted with MADERA and MARIPOSA as provided in Fam. Code section 17304(a) regarding consolidating the administrative and programmatic functions of their respective Local Child Support Agencies (LCSAs).

B. The consolidation or sharing of child support program responsibilities as described in Fam. Code section 17304(a), and the respective LCSA Plans of Cooperation, are subject to the final approval of the Director of the DCSS.

C. The Boards of Supervisors of MADERA and MARIPOSA have determined that the consolidation of the administrative and programmatic functions of their respective LCSAs will result in increased efficiency and improved service for the State of California's Title IV-D program ("Program") as well as cost effectiveness, and this action will assist DCSS in improving Program efficiency and customer service quality while maintaining

accountability and accessibility established by the respective LCSAs to the individuals served by the respective counties.

D. The LCSAs both utilize the single statewide Support Automation System's Child Support Enforcement ("CSE") System.

E. The organizational structure agreed to herein establishes a single point of contact and authority in regards to the LCSAs, allows employees of each LCSA to remain as employees of their respective LCSAs, consolidates the administrative and programmatic functions for the two LCSAs, and provides for annual evaluation and review of this Agreement.

F. This Agreement shall serve to formalize MADERA and MARIPOSA into a fully integrated and regionalized Department of Child Support Services.

NOW, THEREFORE, the parties agree to the consolidation of the administrative and programmatic functions of their respective LCSAs and create and maintain the Madera-Mariposa Regional Department of Child Support Services (hereinafter referred to as the "Regional Department"), and agree to the following terms and conditions:

AGREEMENT

1. **DEFINITIONS**. The following words shall have the meaning ascribed to them in this section unless the content of their usage dictates otherwise:

A. "Lead County" shall mean the county (MADERA in this Agreement) that shall assume the duties and responsibilities of the consolidated administrative and programmatic functions as listed in Section 3 of this Agreement.

//

//

B. “Partner County” shall mean the county (MARIPOSA in this Agreement) that shall assume the duties and responsibilities listed in Section 4 of this Agreement.

C. “Regional Director” shall mean the director of the Regional Department. The Regional Director is the appointed Director of the Madera County Department of Child Support Services and shall also function as the Director of the Mariposa County Department of Child Support Services.

D. “Regional Administrator” shall mean the DCSS representative responsible for all aspects of the child support program within the assigned region.

E. “Mariposa Employees” shall mean staff employed by MARISPOSA’s LCSA as of the date of execution of this Agreement and in the future. If not otherwise defined in this Agreement, the terms used herein shall be defined as set forth in Fam. Code section 17000, *et seq*.

2. **ORGANIZATIONAL STRUCTURE**.

A. In order to effectively operate the Regional Department, the administrative and programmatic functions of each LCSA shall be consolidated and managed by MADERA. The employees of each LCSA shall remain as employees of their respective county. The Director of the MADERA LCSA shall be the Regional Director of the Regional Department. The Regional Director shall be directly and separately responsible to the Board of Supervisors of each county for the administration, operation and management of their respective LCSAs. As Lead County, MADERA shall serve as the single point of contact and authority between the Regional Department and DCSS. As Partner County, MARIPOSA shall vest in the Regional Director the powers and

authority necessary to carry out the responsibilities of administrative and programmatic functions for its LCSA.

B. The Regional Department shall be responsible for providing all child support program functions, as required by state and federal law, for cases which fall within the parties' jurisdiction including, but not limited to, case adjudication, case management and collection and disbursement of child support payments. Each party shall maintain separate budgets within the Regional Department and be responsible for the payment of the general administrative expenses necessary to perform the child support operations within that county including, but not limited to, employee salaries, benefits, OPEB (Retiree Health Insurance), travel and training for employees of that county, supplies and equipment for that county, rent for office space, county cost allocation, memberships, and legal resources and references to the extent that funds are appropriated in the Annual State Budget Act.

C. Neither party shall be liable for any penalties or fund reductions imposed due to failure of the other party to meet performance-related standards as specified in state and/or federal regulations. Any penalties or fund reductions imposed by the state will be applied to the Regional Department to be passed on to the responsible party.

D. The parties shall prepare, and the Regional Director shall sign on the parties' behalf, a single Plan of Cooperation with DCSS. The Regional Director shall be responsible for monitoring the activities within both counties to ensure that the Regional Department is in compliance with the terms of the annual Plan of Cooperation.

//

3. **MADERA COUNTY RESPONSIBILITIES**. MADERA shall be the Lead County. Nothing in this Agreement shall change the employer/employee relationship between MADERA and the Director of the MADERA County Department of Child Support Services, who shall also serve as Regional Director under this Agreement. MADERA shall reserve all exclusive rights as to the employment, compensation and discipline of the Regional Director. In this regard, the MADERA Administrative Officer shall give due consideration to any and all concerns expressed by the MARISPOSA Administrative Officer regarding the performance of the Regional Director. The administrative and programmatic functions of the LCSAs shall be consolidated and performed by the Regional Director. The Regional Director or his/her designee shall:

A. Certify and ensure that the child support operation in the Regional Department meets all child support program requirements set forth in the State Plan, Plan of Cooperation(s), and state and federal law.

B. Prepare, administer and submit a budget for the Regional Department. In order to develop the budget, separate budgets for each party's Department of Child Support Services shall be prepared and presented to the respective Administrative Officer for their review and for approval by the respective Board of Supervisors.

C. Prepare and submit claim and reporting forms required for the administration of the Program for the Regional Department.

D. Ensure administrative allocations from DCSS are received and disbursed to the appropriate accounts for each separate Department of Child Support Services.

E. Ensure that the child support program meets all automation requirements and coordinate with DCSS to effectively operate and maintain the Support Automation System for the Regional Department.

F. Provide sufficient training to employees to enable them to perform all duties necessary to fulfill the tasks and functions of their jobs related to the Regional Department and Plan of Cooperation.

G. Provide customer service and public outreach functions that maximize the delivery of child support services to all customers served by the Regional Department.

H. Maintain a customer complaint resolution program as required by state regulations, including an ombudsperson program and customer service plan.

I. Be responsible for development, implementation, and oversight of any child support program improvement measures that may be required to improve performance of the Regional Department and each respective LCSA.

J. Respond to each party's Administrative Officer and Board of Supervisors for requests for information and reports regarding the consolidated administrative functions and their respective LCSAs.

K. Obtain and acquire resources that will benefit the overall operation of the Program, including the hiring of additional personnel, acquiring services, equipment, and leasing facilities, necessary to improve Program efficiency and effectiveness. Any and all resources will be obtained in accordance with the respective party's policies and procedures and at its expense.

L. Submit hiring requests through, and work cooperatively with, each party's respective Human Resources Office for personnel, as well as supervise, evaluate and manage personnel as necessary to fulfill the functions of the child support program as mandated in Fam. Code section 17304, including assignment of work duties consistent with employees' current duties and in compliance with each party's respective policies and procedures, rules, collective bargaining agreements, etc., and the standards and directives promulgated by DCSS.

M. Work in conjunction with each party's Board of Supervisors, Administrative Officer, Human Resources Office, CalHR/Merit System Services, and applicable bargaining units in performing and carrying out the duties as required by this Regional Department.

N. Ensure adequate office space, equipment, machines and supplies necessary to perform the function of the child support program directives in accordance with established policies and procedures, and at the expense of the respective party for which the acquisitions are made.

O. Provide for sufficient attorney resources to cover the court calendars in both counties, including the preparation and follow up time as required by such cases, as such cases relate to the responsibilities of each LCSA. Each party shall be financially responsible for its use of such attorney resources.

P. Maintain regular office hours at each county, pursuant to applicable policies of the respective party.

4. **MARIPOSA COUNTY RESPONSIBILITIES**. MARIPOSA shall be the Partner County. To carry out its responsibilities as Partner County MARIPOSA shall:

A. Vest in the Regional Director all powers and authority necessary to carry out the responsibilities as described herein.

B. Direct the MARIPOSA Administrative Officer to regard the Regional Director as equal in status, authority, and responsibility to any other Department Head in the employ of MARIPOSA.

C. Direct the MARIPOSA Administrative Officer to make the Regional Director aware of all relevant policies and procedures of MARIPOSA.

D. Make available the administrative offices of MARIPOSA (such as the County Administrative Office, Human Resources Office and Office of the County Counsel), for purposes of dealing with claims, grievances, and complaints brought by employees of MARIPOSA and community members of MARIPOSA served by the Regional Program.

E. Provide necessary financial information to the Regional Director in a timely manner, including, but not limited to, all transactional and supporting documentation related to all relevant expenditures incurred by MARIPOSA.

F. Grant access, as reasonably feasible, to its financial and reporting systems to key personnel of the Lead County, as the systems relate to the claimable expenses of MARIPOSA to help facilitate the filing of the Budget and Expenditure Claiming Application (BECA) monthly claim and for the purposes of management oversight of the LCSA's budget.

G. Maintain office space, equipment, machines and supplies necessary to perform the function of the child support program directives in accordance with

established policies and procedures of the respective party for which the acquisitions are made.

5. **MUTUAL RESPONSIBILITIES**. Nothing in this Agreement shall modify the responsibilities that each County has committed to within their respective Plans of Cooperation with the DCSS until such time as the parties enter a collective Plan of Cooperation for the Regional Department. Each party is responsible for ensuring that the terms and conditions of the Plan of Cooperation are met. Each party will remain subject to audit by DCSS and shall remain responsible for any audit findings against that particular party.

6. **PERSONNEL**.

A. As of the date of execution of this Agreement MARIPOSA's Department of Child Support Services employs five (5) persons in the following classifications: three (3) Child Support Specialist I/II, one (1) Child Support Specialist III, and one (1) Child Support Supervisor/Accounting Technician.

B. Mariposa Employees shall remain the employees of MARIPOSA and be subject to all rules and regulations and shall retain all rights and privileges to which they are entitled under the MARIPOSA ordinances, personnel rules, polices, regulations, and collective bargaining agreements (collectively "MARIPOSA Employment Policies"). MARIPOSA shall be solely responsible for payment of wages and compensation to Mariposa Employees.

C. The Regional Director shall provide direction to staff in the performance of Child Support activities and, subject to the review and control of the MARIPOSA Administrative Officer, and in accordance with MARIPOSA Employment

Policies, provide for the training, performance review, appraisal, and discipline (up to and including termination) of Mariposa Employees in the Department of Child Support Services.

D. Mariposa Employees shall continue to be assigned to work in the MARIPOSA office.

E. In the event that Mariposa Employees leave their positions, the Regional Director will work with DCSS and the MARIPOSA Administrative Officer to determine if filling such vacancies is within the existing MARIPOSA LCSA budget allocation. If sufficient funding is available and filling the vacancy is determined to be the best course of action, the recruitment and hiring for the MARIPOSA vacancy(ies) shall be for Mariposa Employees. If sufficient funding is not available to fill the vacant MARIPOSA position(s), then the Regional Director will re-assign the work performed by the vacant position to MADERA staff. However, any such re-assignment of work to MADERA staff shall only be done in accordance with MADERA ordinances, personnel rules, polices, regulations, and collective bargaining agreements. If the shift of work to MADERA results in a significant increase to workload, the Regional Director will work with DCSS to determine if adjustments to budget allocations between regional departments is appropriate.

F. Each party shall maintain authority to discipline or terminate its employees in accordance with its respective policies and procedures, rules, collective bargaining agreements, etc.

//

//

7. **INDEMNIFICATION**.

A. MADERA agrees to indemnify, save, hold harmless, and at MARIPOSA's request, defend MARIPOSA, its officers, agents, and employees from any and all costs and expenses, including attorney's fees and court cost, damages, liabilities, claims, and losses occurring or resulting to MARIPOSA in connection with the performance, or failure to perform, by MADERA, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of MADERA, its officers, agents, or employees under this Agreement.

B. MARIPOSA agrees to indemnify, save, hold harmless, and at MADERA's request, defend MADERA, its officers, board members, agents, and employees from any and all costs and expenses, including attorney's fees and court cost, damages, liabilities, claims, and losses occurring or resulting to MADERA in connection with the performance, or failure to perform, by MARIPOSA, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of MARIPOSA, its officers, board members, agents, or employees under this Agreement.

//

//

8. **TERM AND TERMINATION**.

A. The term of this Agreement shall commence upon execution and remain in effect for a period of five (5) years ("Initial Term") unless otherwise sooner terminated. Following the Initial Term, the parties may mutually agree to extend the Agreement for additional terms of two (2) years in length (each a "Renewal Term").

B. Either party shall have the right to terminate this Agreement, without cause or legal excuse, and without incurring any liability to the other party, upon one hundred eighty (180) calendar days' prior written notice to the other party of its intent to terminate this Agreement in part or in its entirety.

C. In the event that a party fails to carry out its obligations under this Agreement ("Breaching Party), the other party ("Non-Breaching Party") shall be entitled to terminate this Agreement following advance written notice to the Breaching Party and an opportunity to cure within thirty (30) days, or as mutually agreed upon by the parties. In the event the breach is not cured within the respective time period the Non-Breaching Party may then immediately terminate this Agreement.

9. **COMPENSATION**. MADERA's compensation for the performance of administrative functions and provision of legal support services in accordance with Section 3 shall not exceed Thirty-Five Thousand Dollars ($35,000.00) per year.

10. **INSURANCE**. During the term of this Agreement MARIPOSA shall obtain, at its own expense, the following insurance policies, or maintain a program of self-insurance for or equivalent to the following: commercial general liability in the amount of One Million Dollars ($1,000,000.00) per occurrence and Two Million

Dollars ($2,000,000.00) aggregate; automobile liability, of not less than One Million Dollars ($1,000,000.00) per occurrence, combined single limit, including coverage for bodily injury and property damage; errors and omissions insurance in an amount not less than One Million Dollars ($1,000,000.00); and workers' compensation, as required by California law.

11. **RECORD KEEPING AND AUDITS**. Each party shall maintain its own records with respect to any costs and any other pertinent information related to its respective LCSA, its roles and responsibilities within the Regional Department and as required by applicable law. All such books, records, and supporting detail shall be retained for a period of at least three (3) years after the expiration of this Agreement, provided, however, that such books, records, and supporting detail shall be retained for a longer period of time as may be required by law.

12. **INDEPENDENT CONTRACTOR**. For the avoidance of doubt, all services performed pursuant to this Agreement by either party shall be performed as independent contractors. Under no circumstances shall either party, its respective officers, board members, employees, or agents look to the other party as its employer, or as a partner, agent, or principal. Neither party shall be entitled to any benefits accorded to the other party's employees. Each party shall be responsible for providing, at its own expense, and in its name, disability, workers' compensation, or other insurance as well as licenses or permits usual or necessary for conducting the services hereunder. Each party shall be responsible for its respective taxes.

13. **DISPUTE RESOLUTION**. In the event of a dispute between the Regional Director and the Partner County, or the Lead County more generally and

the Partner County, concerning the performance of the Regional Department or interpretation of this Agreement that cannot be resolved through discussion, the parties agree to refer the issue to the Administrative Officer and the DCSS Regional Administrator for each county for resolution. If the dispute cannot be resolved, the parties may submit the dispute for resolution to the Director of DCSS. The decision of the Director of DCSS shall be final, except for issues within the sole jurisdiction of the applicable County Board of Supervisors. If no mutually acceptable resolution of the dispute can be achieved both parties retain their rights to terminate this Agreement as described in Section 8 of this Agreement.

14. **NON-ASSIGNMENT**. No party may assign, transfer, or subcontract its obligations under this Agreement or any rights hereunder without the prior written consent of the other party.

15. **AMENDMENT**. The provisions of this Agreement may not be modified, except by a written instrument signed by both parties and approved by the Director of California Child Support Services.

16. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

17. **SEVERABILITY**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

18. **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:

DCSS

California Department of Child Support Services
P.O Box 419064, M.S. 100
Rancho Cordova, CA 95741-9064

Madera

Sarah Honeycutt
Director, Department of Child Support Services
County of Madera
120 N. Lake Street
Madera, CA 93638

With Copy To:

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

Mariposa

Mariposa County Department of Child Support Services
P.O. Box 748
Mariposa, CA 95338

With Copy To:

Mariposa County Administrative Office
P.O. Box 748
Mariposa, CA 95338

* * * * * * * * * * *

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

COUNTY OF MARIPOSA

By:_____
Chairman, Board of Supervisors

Approved as to Legal Form:
COUNTY COUNSEL

By: Amanda C. Savage

Digitally signed by: Amanda C. Savage
DN: CN = Amanda C. Savage email = asavage@lozanosmith.com C = US O = Lozano Smith
Date: 2024.10.31 12:03:54 -07'00'

_____
(Print Name)

ACCOUNT NUMBER(S)

_____

_____

CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES

_____
Director

4893-1280-7156

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-552

MEETING:	December 17, 2024
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Approve Second Amendment to the Memorandum of Understanding (MOU) with Merced County for Child Support Services (CSS); and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve Second Amendment to the Memorandum of Understanding (MOU) with Merced County for Child Support Services (CSS); and Authorize the Board of Supervisors Chair to Sign the MOU.

The current Merced-Mariposa Child Support Services Regionalization MOU was renewed for an additional period of three years, May 1, 2022 – April 30, 2025. A few months ago, Director of CSS and Department Head, Jeffrey Witthun, notified Mariposa County that Merced County did not intend to renew the MOU on May 1st, 2025. In addition, he brought the Director of CSS for Madera County, Sarah Honeycutt, to discuss partnering with Madera County instead. Those conversations have gone well, and there is another item on this agenda to adopt a new MOU with Madera County for CSS effective January 1, 2025.

This agenda item ends the MOU with Merced County, effective December 31, 2024, to avoid any overlap and to ensure a clean break with Merced County.

Mariposa has been fortunate to enjoy a long and supportive partnership with Merced. We appreciate all the leadership and guidance provided by Merced over the years, ensuring families in our community receive high quality services and access to financial and medical support for their children.

BACKGROUND AND HISTORY OF BOARD ACTIONS

22-245: Merced-Mariposa Regional MOU Agreement

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not accept the change and Mariposa will continue to have an MOU in place with Merced County until April 30th, 2025.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Mariposa - Merced Regionalization Amend 02 110524 (MP-rev)**
2. **2022 Merced-Mariposa Regional MOU Agreement Resolution 2022-245**

VOTE RESULT

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

AMENDMENT #2
TO
MEMORANDUM OF UNDERSTANDING NO. 2019057
BETWEEN
THE COUNTY OF MERCED
AND
THE COUNTY OF MARIPOSA

This Amendment No. 2 ("Amendment") to Memorandum of Understanding No. 2019057 ("MOU") is entered into by and between the County of Merced, a political subdivision of the State of California, hereinafter referred to as "MERCED", and the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "MARIPOSA".

This Amendment is hereby incorporated by reference into the MOU. Both parties agree that there is new and adequate consideration for this Amendment.

This Amendment shall take effect on the date of the last party's signature below.

MODIFICATIONS:

1. Section H, entitled "TERM AND TERMINATION OF AGREEMENT", subsection 1, is amended to read as follows:

    1. The term of this Agreement shall commence on May 1, 2019 and run through December 31, 2024 and may not be extended.

Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

Signature page to follow

EXECUTION:

IN WITNESS WHEREOF, the parties have executed this Amendment below by their duly authorized representatives. This Amendment may be executed in counterparts.

County of Merced

By: _____
Chairman, Merced County
Board of Supervisors

Date: _____

County of Mariposa

By: _____
Chairman, Mariposa County
Board of Supervisors

Date: _____

Approved as to form:

_____
Deputy County Counsel
Merced County

_____
County Counsel
Mariposa County

Read and approved as to form and content:

Date: _____

_____
Kristen Donadee, Director
CA Department of Child Support Services

MARIPOSA COUNTY

Child Support Services ·

RESOLUTION - ACTION REQUESTED 2022-245

MEETING: April 26, 2022

TO: The Board of Supervisors

FROM: Sharon Wardale-Trejo,

RE: Approve the Merced-Mariposa Child Support Services Regionalization MOU

RECOMMENDATION AND JUSTIFICATION:
Approve the Memorandum of Understanding (MOU) continuing the Merced-Mariposa Regional Department of Child Support Services effective May 1, 2022 for a three year period; and Authorize the Board of Supervisors Chair to Sign the MOU.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Since its development the State Department of Child Support Services (DCSS) has encouraged local child support agencies to consider opportunities for consolidation for program efficiencies.

On April 27, 2016, the Mariposa County Board of Supervisors approved the adoption of an MOU between Merced and Mariposa Counties to regionalize the child support program and administrative activities of the two departments for a pilot period of two years, May 1, 2016 - April 30, 2018. The agreement was renewed for an additional three year period. The regionalization model adopted established two separate and distinct departments under an administrative umbrella of regionalization, with all administrative components related to the regionalized department being performed by the lead county, Merced.

Consolidation of functions of the respective departments can improve the efficiency of the state child support program while retaining accountability, accessibility, and program outreach to the children and citizens of Merced and Mariposa Counties. The pilot period was approved to allow for a better understanding of how the regionalization effort would be implemented.

The regionalization has realized efficiencies and benefited the customers from both agencies through an exchange of best practices and sharing of resources. April 5, 2022, the Merced County Board of Supervisors approved the existing regionalization to be extended for an additional period of three years. It is requested and recommended for the Mariposa County Board of Supervisors to also approve the MOU for the Merced-Mariposa Regional Department of Child Support Services for an additional period of three years, May 1, 2022 - April 30, 2025.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the MOU and give further direction. A new Director would need to be hired in May 2022. Not continuing regionalization with Merced could put current Mariposa county agency employees in jeopardy as State funding has been nearly flat for the last 20 years while salary, benefits and cost of doing business has increased. The increased costs must be absorbed in the current funding unless the County is willing to provide General Fund support. Currently the department does not receive any General Fund support.

FINANCIAL IMPACT:
There is no financial impact to the County General Fund.

ATTACHMENTS:
2022 Regionalization MOU (PDF)

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

RES. NO. 22-245

AMENDMENT #1
TO
MEMORANDUM OF UNDERSTANDING NO. 2019057
BETWEEN
THE COUNTY OF MERCED
AND
THE COUNTY OF MARIPOSA

This Amendment No. 1 ("Amendment") to Memorandum of Understanding No. 2019057 ("MOU") is entered into by and between the County of Merced, a political subdivision of the State of California, hereinafter referred to as "MERCED", and the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "MARIPOSA".

This Amendment is hereby incorporated by reference into the MOU. Both parties agree that there is new and adequate consideration for this Amendment.

This Amendment shall take effect on the date of the last party's signature below.

MODIFICATIONS:

1. Section F, entitled "PERSONNEL", paragraph one, is amended to read as follows:

   1. As of the date of execution of this agreement Mariposa County Department of Child Support Services employs five (5) persons in the following classifications: three (3) - Child Support Specialist I/II; one (1) - Child Support Specialist III; one (1) Child Support Supervisor/Accounting Technician.

2. Section H, entitled "TERM AND TERMINATION OF AGREEMENT", is amended to read as follows:

   1. The term of this Agreement shall commence on May 1, 2019 and run through April 30, 2025 and may be extended upon written mutual agreement of both parties.

   2. MARIPOSA and MERCED each have the right to terminate this Agreement, without cause or legal excuse, and without incurring any liability to the other party, upon one hundred eighty (180) calendar days written notice to the other party of its intent to terminate this Agreement in part or in its entirety.

Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

Signature page to follow

EXECUTION:

IN WITNESS WHEREOF, the parties have executed this Amendment below by their duly authorized representatives. This Amendment may be executed in counterparts.

County of Merced

By: _____
Chairman, Merced County
Board of Supervisors

Date: APR 0 5 2022

County of Mariposa

By: _____
Chairman, Mariposa County
Board of Supervisors

Date: 4.26.22

Approved as to form:

_____
County Counsel
Merced County
Michael E. Profant

_____
County Counsel
Mariposa County

Read and approved as to form and content:

Date: 6/9/2022

_____, on behalf of David Kilgore
David Kilgore, Director
CA Department of Child Support Services

MEMORANDUM OF UNDERSTANDING
MERCED-MARIPOSA REGIONAL
DEPARTMENT OF CHILD SUPPORT SERVICES

This Memorandum of Understanding (MOU), entered into May 1, 2019, by and between the County of Merced, a political subdivision of the State of California, hereinafter referred to as "MERCED," and the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "MARIPOSA," is made upon the following considerations:

WHEREAS, the California Department of Child Support Services (DCSS) has consulted with MARIPOSA and MERCED as provided in Family Code §17304(a) regarding consolidating the administrative and programmatic functions of their respective Local Child Support Agencies (LCSAs). The California Department of Child Support Services is the single organizational unit whose duty is to administer the federal Title IV-D state plan in California as authorized per Family Code section 17202. The consolidation or sharing of child support program responsibilities as described in Family Code section 17304(a) and the respective LCSA Plans of Cooperation is subject to the final approval of the Director of the California Department of Child Support Services, and

WHEREAS, the Boards of Supervisors of MARIPOSA and MERCED have determined that the consolidation of the administrative and programmatic functions of their respective Local Child Support Agencies (LCSAs) will result in increased efficiency and improved service for the state Title IV-D program as well as the cost effectiveness of the program and this action will assist DCSS in improving the program efficiency and customer service quality while maintaining accountability and accessibility established by the respective LCSAs to the people of Mariposa and Merced Counties, and

WHEREAS, both LCSAs share the single statewide automation Child Support Enforcement system (CSE), and

WHEREAS, the governance structure agreed to herein establishes a single point of contact and authority with LCSAs; allows employees of each LCSA to remain as employees of their respective LCSAs; consolidates the administrative and programmatic functions for the two LCSAs; and provides that this agreement shall be subject to annual evaluation and review, and

WHEREAS, this agreement shall serve to formalize MARIPOSA and MERCED into a fully integrated and regionalized Department of Child Support Services.

NOW, THEREFORE, MARIPOSA and MERCED agree to the consolidation of the administrative and programmatic functions of their LCSAs and create and maintain the Merced-Mariposa Regional Department of Child Support Services, hereinafter referred to as the Regional Department, and agree to the following terms and conditions.

Merced County Contract No. 2019057

A. DEFINITIONS

The following words shall have the meaning ascribed to them in this section unless the content of their usage dictates otherwise:

1. "Agreement" means this Memorandum of Understanding.

2. "DCSS" refers to the California Department of Child Support Services.

3. "LCSA (Local Child Support Agency)" means the Merced County Department of Child Support Services and/or the Mariposa County Department of Child Support Services.

4. "Lead County" means the county (MERCED In this agreement) that shall assume the duties and responsibilities of the consolidated administrative and programmatic functions as listed in Section "C" of this Agreement.

5. "Partner County" means the county (MARIPOSA in this agreement) that shall assume the duties and responsibilities listed in Section "D" of this Agreement.

6 "Regional Director" means the director of the Merced-Mariposa Regional Department of Child Support Services. The Regional Director is the appointed Director of the Merced County Department of Child Support Services and also functions as the Director of the Mariposa County Department of Child Support Services.

7. "Regional Administrator" means the DCSS representative responsible for all aspects of the child support program within the assigned region.

8. "Mariposa Current Employees" means staff employed by Mariposa County Department of Child Support Services as of the date of execution of this Agreement.

If not otherwise defined in this Agreement, the terms used shall have the definitions set forth in the Family Code §17000, *et seq.*

B. GOVERNANCE AND ORGANIZATIONAL STRUCTURE

In order to effectively operate the Regional Department, the administrative and programmatic functions of each LCSA shall be consolidated with and managed by MERCED. The employees of each county LCSA shall remain as employees of their respective county. The Director of the Merced County LCSA shall be the Regional Director of the Regional Department. The Regional Director shall also serve as the Director of the Mariposa County LCSA. The Regional Director shall be directly and separately responsible to the Board of Supervisors of both counties for the administration, operation and management of their respective LCSAs. As Lead County, MERCED shall serve as the single point of contact and authority between the Regional Department and DCSS. As Partner County, Mariposa County shall vest in the Regional Director the powers and

authority necessary to carry out the responsibilities of the administrative and programmatic functions.

The Regional Department shall be responsible for providing for all child support program functions set forth in state and federal law and regulations for cases which fall within its jurisdiction including, but not limited to, case adjudication, case management and collection and disbursement of child support payments. Each county shall maintain separate budgets within the Regional Department and be responsible for the payment of the general administrative expenses necessary to perform the child support operations within that county including, but not limited to, employee salaries, benefits, OPEB (retiree health insurance insurance), travel and training for employees of that county, supplies and equipment for that county, rent for office space, county cost allocation, memberships, and legal resources and references to the extent that funds are appropriated in the Annual State Budget Act.

Neither county shall be liable for any penalties or fund reductions imposed for failure of the other county to meet performance-related standards as specified in state and/or federal regulations. Any penalties or fund reductions imposed by the state will be applied to the Regional Department to be passed on to the responsible county. Each County shall also maintain authority to discipline or terminate its employees in accordance with the rules and/or MOUs in place for that particular County.

The Regional Director shall sign a single Plan of Cooperation with DCSS. The Regional Director shall be responsible for monitoring the activities within both counties to ensure that the Regional Department is in compliance with the terms of the annual Plan of Cooperation.

C. MERCED COUNTY RESPONSIBILITIES

MERCED shall be the Lead County. Nothing in this Agreement shall change the employer/ employee relationship between MERCED and the Director of the Merced County Department of Child Support Services, who shall also serve as Regional Director under this agreement. MERCED shall reserve all exclusive rights as to the employment, compensation and discipline of the Regional Director. In this regard, the MERCED County Executive Officer shall give due consideration to any and all concerns expressed by the MARIPOSA County Administrative Officer regarding the performance of the Regional Director. The administrative and programmatic functions of the LCSAs shall be consolidated and performed by the Regional Director. To carry out this role the Regional Director and/or his/her designee shall:

1. Certify and ensure that the child support operation in the Regional Department meets all child support program requirements set forth in the State Plan, Plan of Cooperation(s), state and federal law and all regulations thereof,

2. Prepare, administer and submit a budget for the Regional Department. In order to develop the budget, separate budgets for each County Department of Child Support Services shall be

presented to the respective County Executive/Administrative Officers for their review and for approval by the Board of Supervisors of each respective county,

3. Prepare and submit claim and reporting forms required in the administration of the program for the Regional Department,

4. Ensure administrative allocations from DCSS are received and disbursed to the appropriate accounts for each separate County Department of Child Support Services,

5. Ensure that the program meets all automation requirements and coordinate with DCSS to effectively operate and maintain the child support automation system for the Regional Department,

6. Provide sufficient training to employees to enable them to perform all duties necessary to fulfill the tasks and functions of their jobs,

7. Provide customer service and public outreach functions that maximize the delivery of child support services to all customers served by the Regional Department,

8. Maintain a customer complaint resolution program as required by state regulations, including an ombudsperson program and customer service plan,

9. Be responsible for development, implementation, and oversight of any program improvement measures that may be required to improve performance,

10. Respond to the County Executive/Administrative Officer and the Board of Supervisors of each County for requests for information and reports regarding the consolidated administrative functions and their respective LCSAs, necessary for the overall administration of their LCSA,

11. Obtain and procure resources that will benefit the overall operation of the program, including the hiring of additional personnel, acquiring services, equipment, software and/or other information technology, and leasing facilities, necessary to improve program efficiency and effectiveness,

12. Hire, supervise, evaluate and manage personnel necessary to fulfill the functions of the child support program as mandated in Family Code § 17304, including assignment of work duties consistent with employees' current duties and in compliance with each County's Memoranda of Understanding, policies and procedures, and the standards and directives promulgated by the DCSS,

13. Work in conjunction with the Boards of Supervisors, County Executive/Administrative Officers, Human Resources Offices, CalHR/Merit System Services, and the bargaining units in performing the duties in this combined administrative function,

14. Maintain office space, equipment, machines and supplies necessary to perform the function of the child support program directives in accordance with established policies and procedures of the County for which the acquisitions are made,

15. Arrange for sufficient attorney resources to cover the court calendars in Merced and Mariposa Counties, including the preparation and follow up time required by such cases,

16. Maintain regular office hours in both the Merced and Mariposa offices, pursuant to respective County policy.

D. MARIPOSA COUNTY RESPONSIBILITIES

MARIPOSA shall be the Partner County. To carry out its responsibilities as Partner County MARIPOSA shall:

1. Vest in the Regional Director all powers and authority necessary to carry out the responsibilities as described herein for the Regional Director,

2. Direct the MARIPOSA County Administrative Officer to regard the Regional Director as equal in status, authority, and responsibility to any other Department Head in the employ of MARIPOSA,

3. Direct the MARIPOSA County Administrative Officer to make the Regional Director aware of all policies and procedures of MARIPOSA,

4. Make available the administrative offices of MARIPOSA, (such as the County Administrative Office, Human Resources Office and Office of the County Counsel) in dealing with claims, grievances, and complaints brought by employees of MARIPOSA,

5. Supply financial information to the Regional Director in a timely manner, including, but not limited to, all transactional and supporting documentation in regards to all expenditures incurred by MARIPOSA,

6. Grant access, if feasible, to its financial and reporting systems to key personnel of the Lead County as it relates to the claimable expenses of the LCSA to help facilitate the filing of the AEC 356 quarterly claim and for the purposes of management oversight of the departmental budget,

7. Maintain office space, equipment, machines and supplies necessary to perform the function of the child support program directives in accordance with established policies and procedures of the County for which the acquisitions are made.

E. MUTUAL RESPONSIBILITIES

Nothing in this agreement shall modify the responsibilities that each County has committed to in their respective Plans of Cooperation with the California Department of Child Support Services until such time as they enter into a Plan of Cooperation for the Merced-Mariposa Regional Department of Child Support Services. It is the responsibilities of the parties to ensure that the terms and conditions of the Plans of Cooperation are met even where delegated to the other party. Each county will remain subject to audit by DCSS. Each county shall remain responsible for any audit findings against that particular county.

F. PERSONNEL

1. As of the date of execution of this agreement Mariposa County Department of Child Support Services employs six (6) persons in the following classifications: one (1) - Child Support Assistant I/II; two (2) - Child Support Specialist I/II; one (1) - Child Support Specialist III; one (1) Child Support Supervisor; and one (1) - Child Support Accounting Technician.

2. Current Mariposa Employees shall remain MARIPOSA employees and be subject to all rules and regulations and shall retain all rights and privileges to which they are entitled under the MARIPOSA ordinances, personnel rules, regulations, and collective bargaining agreements. MARIPOSA shall be solely responsible for payment of wages and compensation to current Mariposa Employees.

3. The Regional Director shall provide direction to staff in performance of Child Support activities and, subject to the review and control of the MARIPOSA County Administrative Officer, provide for the training, performance review and appraisal, and discipline (up to and including termination) of MARIPOSA's employees in the Department of Child Support Services.

4. Current Mariposa Employees shall continue to be assigned to work in the Mariposa office.

5. At such time as the Current Mariposa Employees leave their positions, or this Agreement is terminated pursuant to section H, the Regional Director will work with DCSS and the MARIPOSA County Administrative Officer to determine if filling such vacancies is within the existing MARIPOSA LCSA budget allocation. If sufficient funding is available and filling the vacancy is determined to be the best course of action, the recruitment and hiring for the MARIPOSA vacancy would be for Mariposa County employees. If sufficient funding is not available to fill the vacant MARIPOSA position, then the Regional Director will re-assign the work performed by the vacant position to staff in the MERCED. If the shift of work to MERCED results in significant increases to caseworker workload, the Regional Director will work with DCSS determine if adjustments to budget allocations between regional departments is appropriate. As specified in Section C, Subsection 15 above, MERCED shall be responsible for providing sufficient staffing to maintain office hours in Mariposa.

G. INDEMNIFICATION

MERCED agrees to indemnify, save, hold harmless, and at MARIPOSA'S request, defend MARIPOSA, its officers, agents, and employees from any and all costs and expenses, including attorney's fees and court cost, damages, liabilities, claims, and losses occurring or resulting to MARIPOSA in connection with the performance, or failure to perform, by MERCED, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of MERCED, its officers, agents, or employees under this Agreement.

MARIPOSA agrees to indemnify, save, hold harmless, and at MERCED'S request, defend MERCED, its officers, agents, and employees from any and all costs and expenses, including attorney's fees and court cost, damages, liabilities, claims, and losses occurring or resulting to MERCED in connection with the performance, or failure to perform, by MARIPOSA, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of MARIPOSA, its officers, agents, or employees under this Agreement.

H. TERM AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall commence on May 1, 2019, and remain in effect for a period of three (3) years unless terminated by the parties in writing and with the approval of the Director of DCSS.

2. MARIPOSA and MERCED each have the right to terminate this agreement, without cause or legal excuse, and without incurring any liability to the other party, upon 180 calendar days written notice to the other party of its intent to terminate this Agreement in part or in its entirety.

I. DISPUTE RESOLUTION

In the event of a dispute between the Regional Director and the Partner County concerning the performance of the Regional Department or interpretation of this MOU that cannot be resolved, the parties to this MOU agree to refer the issue to the County Executive/Administrative Officers and the DCSS Regional Administrator for each County for resolution. If the dispute cannot be resolved, the parties may submit the dispute for resolution to the Director of DCSS. The decision of the Director of DCSS shall be final, except for issues within the sole jurisdiction of the County Board of Supervisors.

If no mutually acceptable resolution of the dispute can be achieved both parties retain their rights to terminate this Agreement as described in Paragraph H of this agreement.

J. AMENDMENT

The provisions of this Agreement may not be modified, except by a written instrument signed by both parties and approved by the Director of California Child Support Services.

K. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

L. SEVERABILITY

If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

M. NOTICES

All notices by the parties and DCSS to one another pertaining to any provision in this Agreement shall be made by United States mail, postage pre-paid, addressed as follows:

DCSS
California Department of Child Support Services
P.O. Box 419064, M.S. 100
Rancho Cordova, CA 95741-9064

Merced
Merced County Department of Child Support Services
P.O. Box 3199
Merced, CA 95344

Merced
Merced County Executive Office
2222 M Street
Merced, CA 95340

Mariposa
Mariposa County Department of Child Support Services
P.O. Box 748
Mariposa, CA 95338

Mariposa
Mariposa County Administrative Office
P.O. Box 784
Mariposa, CA 95338

EXECUTION:

In witness whereof, the parties have executed this agreement below by their duly authorized representatives. This Agreement may be executed in counterparts.

County of Merced

By: _____
Chairman, Merced County
Board of Supervisors

Date: FEB 26 2019

County of Mariposa

By: _____
Chairman, Mariposa County
Board of Supervisors

Date: _____

Approved as to form:

_____
County Counsel
Merced County

Jenna Anderson

_____
County Counsel
Mariposa County

Read and approved as to form and content:

Date: _____

_____
David Kilgore, Director
California Department of Child Support Services

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in November 2024 Pursuant to the County Budget Control and Fiscal Management Policy.

RECOMMENDATION AND JUSTIFICATION

Receive the List of Recent Budget Actions Approved by the County Administrative Officer (CAO) and County Auditor in November 2024 Pursuant to the County Budget Control and Fiscal Management Policy.

The CAO, with the concurrence of the County Auditor, has processed requests for various shifts within departments' budgeted funds in November 2024. This item is to inform the Board of the recent Budget Actions as required by the County Budget Control and Fiscal Management Policy.

BACKGROUND AND HISTORY OF BOARD ACTIONS

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

This item is for Board information only.

FINANCIAL IMPACT

None. All changes made are within the existing budget.

ATTACHMENTS

1. **BAF log CAO-Auditor-signed November 2024**
2. **Budget_Action_Form_-_Airport_Extra_Help**
3. **Budget_Action_-_SFC_-_v11-04-2024**
4. **DA_3437_212_fiber_optic_share**
5. **Probation_3432_224_fiber_optic_share**
6. **Sheriff_216_BAF_fiber_optic_share.xlsx - Copy**
7. **Tech Svcs 151 BAF fiber optic share**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

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

Budget Action Form Log - DocuSigned November 2024 - CAO/Auditor

Item	File Name	Fund	Dept	Account	FY	Description on BAF	Increase	Decrease	Initiator	Complete	Copy in BAF Folder
1	Budget_Action_Form_-_Airport_Extra_Help	6610	303	60301	25	General Professional Services		10,000	T. Holt	11/4/2024	✓
		6610	303	60201		Miscellaneous Expense		3,916			
		6610	303	60131		Maintenance - Equipment		4,084			
		6610	303	51112		Extra Help	18,000				
2	Budget Action - SFC - v11-04-2024 - Copy	1001	249	60301	25	SFC - General Professional Services		50,000	S. Engfer / J. Lynch	11/5/2024	✓
		1001	100	60507		SFC - Community Partners Contributions	50,000				
3	DA_3437_212_fiber_optic_share	3437	212	70221	25	Technological Equipment	2,109		C. Lopez	11/18/2024	✓
		3437	212	60431		Software		2,109			
4	Probation_3432_224_fiber_optic_share	3432	224	70221	25	Technological Equipment	2,109		C. Shelton	11/18/2024	✓
		3432	224	60431		County IT/Software		2,109			
5	Sheriff_216_fiber_optic_share	1001	216	70221	25	Technological Equipment	2,109		K. Mitchell	11/18/2024	✓
		1001	216	60421		Equipment Technology		2,109			
6	Tech_Services_151_fiber_optic_share	1001	151	70221	25	Technological Equipment	2,109		A. Rios	11/18/2024	✓
		1001	151	60131		Maintenance - Equipment		2,109			
							76,436	76,436			

Docusign Envelope ID: 2D8015BC-0AB2-497A-8084-AB8350F28071

Docusign Envelope ID: 4BDF7637-A72C-4F86-985B-03591FA1ED07

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
6610	303	60301	General Professional Services			10,000
6610	303	60201	Miscellaneous Expense			3,916
6610	303	60131	Maintenance - Equipment			4,084
6610	303	51112	Extra Help		18,000	
				TOTALS	18,000	18,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR Hire Extra Help employee at Airport due to FBO resignation FY25

DEPARTMENT HEAD SIGNATURE DocuSigned by: Luis M. Mercado F25C566CC0A8412... DATE 10/30/24

AUDITOR SIGNATURE DocuSigned by: DATE 11/4/2024 | 11:08 AM PST

COUNTY ADMINISTRATIVE OFFICER SIGNATURE Joe Lynch 9C760F0DDEF94BE... DATE 11/4/2024 | 11:23 AM PST

APPROVED BY RES NO. CLERK DATE

Initial LS DS LW

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

Docusign Envelope ID: 5889ED24-D337-4E10-9B29-7DDAF6D483DF

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	249	60301	SFC - General Professional Services			50,000
1001	100	60507	SFC - Community Partners Contributions		50,000	
				TOTALS	50,000	50,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: 24/25

DEPARTMENT HEAD SIGNATURE DocuSigned by: Steven J. Engler Luis M. Mercado F23C566CC0A8412... DATE 11/04/24

AUDITOR SIGNATURE DATE 11/4/2024 | 8:30

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: Joe Lynch 9C700F0DDEF94BE... DATE 11/5/2024 | 7:42

APPROVED BY RES NO. CLERK DATE

Initial LS DS LW

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

Docusign Envelope ID: 8CC1C1F0-7B42-4F59-B5E3-44929482A2BE

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3437	212	70221	Technological Equipment		2,109	
3437	212	60431	Software			2,109
				TOTALS	2,109	2,109

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: FY25

DEPARTMENT HEAD SIGNATURE DocuSigned by: [signature] DATE 11-12-24

AUDITOR SIGNATURE DocuSigned by: Lisa M. Mercado F25C566CC0A8412... DATE 11/14/2024 | 11:40 AM PS

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: Joe Lynch 9C760F0DDEF94BE... DATE 11/18/2024 | 7:40 AM PS

APPROVED BY RES NO. CLERK DATE

Initial LS DS LW

DEPARTMENT **District Attorney**

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

Docusign Envelope ID: 8578A724-A188-48CB-B3B4-C0734B13FC11

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3432	224	70221	Technological Equipment		2,109	
3432	224	60431	County IT/Software			2,109
				TOTALS	2,109	2,109

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: FY25

DEPARTMENT HEAD SIGNATURE DocuSigned by: Luis M. Mercado F25C566CC0A8412... DATE 11/19/24

AUDITOR SIGNATURE DocuSigned by: Joe Lynch 9C760F0DDEF94BE... DATE 11/14/2024 | 11:39 AM PST

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE 11/18/2024 | 7:40 AM PST

APPROVED BY RES NO. CLERK DATE

Initial LS DS LW

DEPARTMENT Probation

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

Docusign Envelope ID: 15975A70-6B08-4DFC-A98F-3E56DFB77D2C

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	216	70221	Technological Equipment		2,109	
1001	216	60421	Equipment Technology			2,109
				TOTALS	2,109	2,109

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: FY25

DEPARTMENT HEAD SIGNATURE DocuSigned by: AB0B292EDEC448F... DATE 11/17/2024 | 1:17 PM PST

AUDITOR SIGNATURE DocuSigned by: F25C566CC0A8412... DATE 11/18/2024 | 8:23 AM PST

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DocuSigned by: 9C760F8DDEF94BE... DATE 11/18/2024 | 8:23 AM PST

APPROVED BY RES NO. CLERK DATE

Initial LS DS LW

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	151	70221	Technological Equipment		2,109	
1001	151	60131	Maintenance - Equipment			2,109
				TOTALS	2,109	2,109

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

FISCAL YEAR: FY25

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Action Form Revised 07/01/2024

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-553

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Ratify a Letter of Support for the Calaveras Chamber of Commerce (Calaveras Chamber) and California Asian Pacific Chamber of Commerce's (CalAsian) Sierra Jobs First Catalyst Fund Application; and Authorize the Board of Supervisors Chair to Sign the Letter (Supervisor Smallcombe)

RECOMMENDATION AND JUSTIFICATION

Ratify a Letter of Support for the Calaveras Chamber of Commerce (Calaveras Chamber) and California Asian Pacific Chamber of Commerce's (CalAsian) Sierra Jobs First Catalyst Fund Application; and Authorize the Board of Supervisors Chair to Sign the Letter (Supervisor Smallcombe).

Our rural communities face unique challenges in accessing training and quality employment opportunities, especially in emerging sectors. This project will bridge these gaps by connecting and training businesses and workforce participants across Alpine, Amador, Calaveras, Tuolumne, and Mariposa counties. By building a cohesive network of business and community organizations—including local utilities, educational institutions, and workforce partners—the Keep Sierra Green program aligns with Sierra Jobs First's mission to strengthen local economies, create pathways into clean technology roles, and foster economic resilience across the region.

Central to this initiative is specialized training in electric vehicle supply equipment (EVSE), a sector critical to California's clean energy goals. This training equips participants with skills to install, maintain, and repair EV charging stations, directly supporting the state's transition to a low-carbon economy. As the EVSE sector grows, so does the demand for skilled labor—creating significant, well-paying job opportunities that can bring lasting benefits to our rural communities. Additionally, the program will support the region's need to replace an aging electrician population through its pre-apprenticeship program.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has routinely ratified letters of support for issues that they believe will benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the letter. Individual Board members may write their own letters of support for the grant application which may not carry the weight of a letter from the entire Board.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Ratify Letter of Support - Keep Sierra Green Initiative - 120524 - Signed

VOTE RESULT

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

Mariposa County
Board of Supervisors

District 1 ... ROSEMARIE SMALLCOMBE
District 2 ..... SHANNON POE
District 3 ..... DANETTE TOSO
District 4 ..... WAYNE FORSYTHE
District 5 ..... MILES MENETREY

JOE LYNCH
County Administrative Officer

DANIELLE BONDSHU
Clerk of the Board

P. O. Box 784
Mariposa, CA 95338
(209) 966-3222
(800) 736-1252
www.mariposacounty.org/board

December 5, 2024

SUBJECT: Letter of Support for the Keep Sierra Green Initiative

Dear Sierra Jobs First Governing Council,

The Mariposa County Board of Supervisors is writing to express our strong support for the Calaveras Chamber of Commerce (Calaveras Chamber) and California Asian Pacific Chamber of Commerce's (CalAsian) Sierra Jobs First Catalyst Fund Application. We are excited to support on the Keep Sierra Green initiative, which seeks to empower and develop a skilled workforce, particularly from disinvested and underserved communities, to advance the region's clean energy goals.

Our rural communities face unique challenges in accessing training and quality employment opportunities, especially in emerging sectors. This project will bridge these gaps by connecting and training businesses and workforce participants across Alpine, Amador, Calaveras, Tuolumne, and Mariposa counties. By building a cohesive network of business and community organizations—including local utilities, educational institutions, and workforce partners—the Keep Sierra Green program aligns with Sierra Jobs First's mission to strengthen local economies, create pathways into clean technology roles, and foster economic resilience across the region.

Central to this initiative is specialized training in electric vehicle supply equipment (EVSE), a sector critical to California's clean energy goals. This training equips participants with skills to install, maintain, and repair EV charging stations, directly supporting the state's transition to a low-carbon economy. As the EVSE sector grows, so does the demand for skilled labor—creating significant, well-paying job opportunities that can bring lasting benefits to our rural communities. Additionally, the program will support the region's need to replace an aging electrician population through its pre-apprenticeship program.

This program's emphasis on sustainability, job quality, and economic inclusion reflects our shared vision for a resilient Sierra region. The collaboration that CalAsian and the Calaveras Chamber have assembled will lay a foundation for expanding clean technology across the region, ensuring equitable access to economic opportunities and aligning with California's vision for a low-carbon future.

This collaborative project will not only enhance our local economies but also build a sustainable labor force and resilient economic foundation that supports California's commitment to a green economy.

Sincerely,

Rosemarie Smallcombe, Vice Chair
Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-554

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Acceptance of the Behavioral Health Bridge Housing (BHBH) Program Round 1 Grant Award in the Amount of $1,396,990.00; Authorize the Board of Supervisors Chair to Sign the Agreement and any Amendments or Related Documents Necessary for this Grant; and Approve Budget Action Receiving Unanticipated Fiscal Year 2025 Revenue ($691,540)

RECOMMENDATION AND JUSTIFICATION

Approve Acceptance of the Behavioral Health Bridge Housing (BHBH) Program Round 1 Grant Award in the Amount of $1,396,990.00; Authorize the Board of Supervisors Chair to Sign the Agreement and any Amendments or Related Documents necessary for this Grant (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Receiving Unanticipated Fiscal Year 2025 Revenue ($691,540).

The State of California Department of Healthcare Services (DHCS) is administering the BHBH program, including non-competitive predetermined maximum funding to be awarded to County Behavioral Health Agencies (BHAs) to operate bridge housing that addresses the immediate needs of eligible persons experiencing homelessness and who have a serious behavioral health condition; including serious mental illness (SMI) and/or substance-use disorder (SUD). Mariposa County Health and Human Services Agency was selected to receive $1,396,990.00 in BHBH funding. BHBH funding will serve to support bridge housing start-up infrastructure costs and related program implementation that will serve persons meeting BHBH program eligibility.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This item has not been previously presented to the Mariposa County Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board of Supervisors not approve acceptance of the BHBH Round 1 Grant award in the amount of $1,396,990.00, then this funding opportunity will not be awarded, and MCHHSA would seek and identify other alternatives for start-up infrastructure and related program implementation funding to address the needs of those who are homeless and experiencing serious mental illness (SMI) and/or substance-use disorder (SUD).

FINANCIAL IMPACT

There is no impact to the county general fund.

ATTACHMENTS

1. **FY2025 BHBH - Behavioral Health Bridge Housing Budget Action 20241204**
2. **BHBH Subcontract Agreement (1)**

VOTE RESULT

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

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3652	402	45063	State Grant Revenue - State		(691,540)	
3652	402	51111	Regular salaries and wages		96,404	
3652	402	51202	Monthly Longevity		975	
3652	402	52101	Retirement - Employer		10,663	
3652	402	52201	Medical/Dental/Vision		26,615	
3652	402	52205	Life Insurance		52	
3652	402	52206	Cash - Cafeteria Plan		45	
3652	402	52301	Social Security		5,388	
3652	402	52302	Medicare		1,265	
3652	402	52303	SDI		1,074	
3652	402	60421	Equipment		25,000	
3652	402	60508	Client - Community Outreach and Engagement		2,035	
3652	402	60524	Client - Food		500	
3652	402	60531	Client - Household Goods		500	
3652	402	60533	Client - Home Utilities		12,200	
3652	402	60534	Client - Rent		118,824	
3652	402	60535	Client - Temporary Housing		12,000	
3652	402	60553	Client - Travel Transport		1,000	
3652	402	60554	Client - Vehicle Repairs		2,000	
3652	402	70131	Homelessness and Housing		375,000	
	FY2025 BHBH - Behavioral Health Bridge Housing Budget Action 20241204					
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE KKelly DATE 12/5/24

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

SUBCONTRACT AGREEMENT
20456-CA BHBH-MARIPOSA-01

THIS SUBCONTRACT AGREEMENT (the "Subcontract" or "Subcontract Agreement") is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.,** with offices located at **490-B Boston Post Road, Sudbury, MA 01776, ("AHP"** or the "Contractor"), and **COUNTY OF MARIPOSA,** with offices at **5362 Lemee Lane, P.O. Box 99, Mariposa, California 95338, United States**("MARIPOSA" or the "Subcontractor" or "County 'Behavioral Health Agency'" or "County BHA," also referred to as a "BHA" and, individually a Party and together with AHP, collectively the "Parties").

WITNESSETH:

WHEREAS the State of California through the Department of Health Care Services ("DHCS") is administering the Behavioral Health Bridge Housing Program ("BHBH Program"), including noncompetitive predetermined maximum funding to be awarded to county behavioral health agencies ("Behavioral Health Agencies" or "BHAs") in order to operate bridge housing settings to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions, including serious mental illness (SMI) and/or substance use disorder (SUD);

WHEREAS the BHBH Program, which was signed into law in September 2022 under Assembly Bill (AB) 179 (Ting, Chapter 249, Statutes of 2022), provided $1.5 billion in funding through June 30, 2027, to address the immediate housing and treatment needs of people experiencing unsheltered homelessness who have serious behavioral health conditions;

WHEREAS DHCS requires BHAs applying for funding to clearly demonstrate how they will reach these historically underserved client populations that are most in need of supportive services;

WHEREAS BHBH Program funding is available for all bridge housing costs including program implementation, outreach and engagement, bridge housing costs and bridge housing start-up infrastructure costs provided beds are made available within one-year of execution of this Subcontract Agreement unless waived by DHCS;

WHEREAS DHCS has engaged AHP, pursuant to Project No.: 22-20456, hereinafter the "Contract" or "Prime Contract," to serve as the administrative entity supporting the implementation of the BHBH Program, including reviewing BHBH program plans submitted by the BHAs (each a "BHBH Program Plan"), engaging additional consultants to support the BHBH Program implementation, and providing general grant training and technical assistance during the application process and throughout the life of the BHA's BHBH Program Plan; and

WHEREAS AHP and Subcontractor desire and have agreed to enter this Subcontract **20456-CA BHBH- MARIPOSA-01** in the implementation of the BHBH Program Plan of Subcontractor, Subcontractor desires to pursue its BHBH Program Plan with DHCS acting through AHP pursuant to the Prime Contract.

NOW, THEREFORE, based upon the foregoing premises, and inconsideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

This Subcontract, and its Attachments (collectively, the "Agreement"), constitutes the entire agreement and understanding between the Parties as to the matters set forth herein. It supersedes all prior understandings, written or oral, between the Parties with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. By accepting this Agreement, the Subcontractor agrees to be bound by all terms and conditions and provisions that may be incorporated by reference, and all other Attachments to this Agreement.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement by their duly respective officers as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL ("AHP"):

By:
DAMIEN NEWMAN,
CFO

Date:

COUNTY OF MARIPOSA ("MARIPOSA"):

By:

Date:

TABLE OF CONTENTS

20456-CA BHBH-MARIPOSA-01

SECTION	PAGE NO.
SECTION 1. PRIVITY OF CONTRACT	4
SECTION 2. NATURE OF THE SUBCONTRACT	4
2.1 Type of Subcontract	4
2.2 Funding	4
SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY	5
3.1 Period of Performance	5
3.2 Time of the Essence	5
3.3 Delivery Schedule	5
3.4 BHBH Program Plan; Reporting and Monitoring	5
SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE	6
SECTION 5. SUBCONTRACTOR TRAVEL	8
SECTION 6. CONTRACT ADMINISTRATION DATA	8
6.1 Contractor Representatives	8
6.2 Subcontractor Representatives	9
6.3 Compensation, Billing Instructions, and Payment	9
6.4 Final Payment and Closeout	11
SECTION 7: CHANGES AND MODIFICATIONS	11
SECTION 8: CANCELLATION / TERMINATION	12
SECTION 9: SUBCONTRACTOR OBLIGATIONS	12
SECTION 10: DATA COLLECTION AND PERFORMANCE	13
SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST	13
SECTION 12: INDEMNIFICATION	14
SECTION 13: DISPUTES/APPLICABLE LAWS	14
13.1 Disputes	14
13.2 Applicable Laws	15
SECTION 14: CERTIFICATIONS	15
SECTION 15: RECORDS AND RECORD KEEPING	17
SECTION 16: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION	17
SECTION 17: RECOVERY OF OVERPAYMENTS	17
SECTION 18: BEST EFFORTS	18
LIST OF ATTACHMENTS	19

Attachment A - Standard Subcontract Terms and Conditions
Attachment B - Special Terms and Conditions
Attachment C - Statement of Work
Attachment D - Rate Schedule
Attachment E - Intentionally Left Blank
Attachment F - Special Real Estate Requirements
Attachment G - Subcontractor Certification
Exhibit G - Executive Order Sanction Notification

SECTION 1. PRIVITY OF CONTRACT

This Agreement is funded in whole with funds from the State of California Department of Health Care Services ("DHCS" or "Client") through DHCS's BHBH Program. Neither the DHCS nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower tier subcontract/consulting arrangement. No privity between DHCS and Subcontractor is established by this Agreement, and no privity exists between AHP, DHCS and Subcontractor under the Prime Contract.

SECTION 2. NATURE OF THE SUBCONTRACT

2.1 Type of Subcontract

This is a **Deliverable Based-type Subcontract Agreement.** Subcontractor's account system must be capable of allocating and segregating costs applicable to this Subcontract Agreement.

2.2 Funding

All amounts under this Subcontract Agreement reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to and approved by AHP in the Subcontractor's Statement of Work, specified in **Attachment C** ("SOW"), and Subcontractor shall perform the work within the funding allocations/budget/rates, specified in **Attachment D** ("Rate Schedule").

This Subcontract Agreement is entered into, and the obligation to fund is made, based upon the appropriation under the Prime Contract. Should this appropriation or any funds allocated to the Prime Contract be reduced subsequent to entering into this Subcontract Agreement or should the scope of the SOW be redirected by AHP or DHCS so as to affect the work envisioned to be subcontracted, AHP shall have the right to reduce the funds allocated to the Subcontractor pursuant to this Subcontractor Agreement or cease to provide funding to the extent that funds are no longer available under the Prime Contract to affect a termination (at its sole discretion) pursuant to the termination provisions of Section 8 of this Agreement.

2.3 Subcontractor's Application This Agreement hereby incorporates by reference, the Request for Applications ("RFA"), Subcontractor's application in response to the RFA (the "Application") and Subcontractor's BHBH Program Plan or DHCS approved Program Plan update, including any associated budget, or DHCS approved associated budget update, incorporated in the BHBH Program Plan. Subcontractor shall comply with the terms and conditions outlined in the RFA, the Application, and Subcontractor's DHCS approved BHBH Program Plan or Program Plan update, including any associated budget, or DHCS approved budget update, incorporated therein.

Total funds currently available for payment and allotted to this Subcontract Agreement are NOT TO EXCEED (NTE) **ONE MILLION, THREE HUNDRED NINETY-SIX THOUSAND, NINE HUNDRED NINETY DOLLARS ($1,396,990.00)**.

SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY

3.1 Period of Performance

The Base performance period is **, through June 30, 2027,** unless sooner terminated in accordance with the terms of this Subcontract Agreement. Any extensions to the period of performance will be supported by a written modification to the Subcontract Agreement, and any changes or additions to the Agreement's SOW deliverables/days of performance shall be determined at that time.

BHBH Program funding must be spent no later than June 30, 2027. BHA funding will be monitored and paid through reimbursement invoicing, based on the achievement of identified milestones provided through required reporting, as outlined below. Changes to the BHBH Program Plan, including the timeline, and budget modifications will be accepted only by written request and must be approved by DHCS. BHA progress will be reviewed annually. If a county BHA is not on track to meet funding deliverables and spend its full contracted amount, DHCS reserves the right to redistribute those grant funds to other eligible county BHAs.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is under delay, or threatens to be under delay, of the timely performance of work, it shall, within ten (10) calendar days, provide AHP with written notice, including all relevant information with respect to the condition(s) and delay.

3.2 Time of the Essence

TIME IS OF THE ESSENCE in Subcontractor's performance of its obligations under this Agreement.

3.3 Delivery Schedule

Satisfactory performance of deliverables shall be deemed to occur upon delivery and acceptance by the Project Director or another appointed AHP Staff ("Staff") of the items as described in the SOW. All deliverables shall be submitted as directed by the Project Director or Staff. In no event shall Subcontractor submit a deliverable directly to the DHCS unless specifically directed to do so by the Project Director/AHP Direct Staff Contact or his/her designee or DHCS.

Upon request, a copy of all written deliverables shall also be delivered to:

Reshma Ryan, Acting General Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776 |
legalnotices@ahpnet.com

3.4 BHBH Program Plan; Reporting and Monitoring

Upon receipt of notice that a Subcontractor's Application is approved, the Subcontractor shall submit its BHBH Program Plan to AHP together with its SOW and payment Schedule as addendum for this Subcontract Agreement. The BHBH Program Plan must include the minimum County BHA program requirements as set forth by DHCS, the RFA, the BHBH Program Plan, and all other applicable local, state, and federal laws (collectively, the "Program Requirements"). The BHBH Program Plan shall include a monitoring and reporting plan that the Subcontractor is responsible for implementing.

Any amendment to the BHBH Program Plan must be submitted to AHP in writing and AHP will forward to DHCS for approval. AHP shall notify the Subcontractor of DHCS' approval or disapproval of any amendment within fifteen (15) days of receipt of such approval or disapproval. No amendment to the BHBH Program Plan shall be valid until DHCS approves the same. The previously approved BHBH Program Plan shall remain in effect until approval is communicated to the Subcontractor by AHP in accordance with the notice provisions of this Subcontract Agreement. Any approved amended BHBH Program Plan shall be incorporated into this Agreement upon such approval.

The Subcontractor shall comply with all reporting and monitoring requirements in the BHBH Program Plan, Program Requirements, or as directed by AHP and DHCS.

SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE

a) This Agreement is entered under the authority of and in furtherance of the BHBH Program and the RFA issued by DHCS and the Subcontractor's Application. In addition, this Agreement hereby incorporates by reference the Subcontractor's approved Application, BHBH Program Plan, any DHCS approved BHBH Program Plan update, budget, any DHCS approved budget update, and any report submitted by Subcontractor which has relied upon by AHP.

b) The Seventy-five percent (75%) of BHBH Program funding must be used for the costs of operating bridge housing, including shelter and interim housing, rental assistance, auxiliary funding for assisted living settings and housing navigation. Up to twenty-five percent (25%) may be used for (i) Program Implementation, (ii) outreach and engagement, and/or (iii) bridge housing infrastructure start-up costs.

i. Bridge housing infrastructure start-up funding shall be limited to Seventy-five Thousand Dollars ($75,000) per bed and shall not exceed twenty-five percent (25%) of the total amount of BHBH program funds awarded under this Agreement. All bridge housing infrastructure start-up activities must be complete, and beds made available within one (1) year of execution of this Agreement. The foregoing notwithstanding, DCHS has agreed to waive the one-year requirement for Phase 2 of the Subcontractor's BHBH Program Plan through AHP, provided, that, substantial documentation regarding the ability of the Subcontractor to perform Phase 2 in a timely fashion has been produced to

the reasonable satisfaction of AHP and DHCS. Subcontractor shall provide a schedule that demonstrates that the BHBH Project can be completed within the allowable timeline.

ii. If the BHBH Program Plan requires the utilization of BHBH Program funds for the acquisition (or renovation) of real estate, then Subcontractor shall obtain the preapproval of DHCS, through AHP, and shall provide AHP with evidence of site control. "Site control" shall mean deeded ownership, executed purchase and sale agreement, or other binding agreement to the satisfaction of AHP.

iii. Subcontractor is eligible to receive up to ninety percent (90%) of the costs of acquisition up front upon meeting site control documentation requirements set forth in this Section 4. Upon reconciliation of the expenditure of theses up-front funds, Subcontractor is then eligible to receive the balance of the BHBH Program funds for acquisition with reconciliation upon completion of the acquisition.

iv. If the BHBH Program Plan requires funds addressing the renovation of real estate, BHAs are eligible to receive up to fifty percent (50%) of the costs up front upon presentation of documentation that substantiates the expenditure. Upon reconciliation of the expenditure of these up-front funds, the BHA is then eligible to receive the next forty percent (40%) of renovation costs upon the reconciliation of same and a so called "desk review" conducted for all expenditures up to ninety percent (90%), with the balance of the BHBH Program funds with reconciliation upon completion of the remaining expenditures and project completion. Desk reviews under this Agreement shall be inclusive of the documentation required to be retained by the BHA and a random sampling of invoices/charges for expenditures.

v. In order to meet the one (1) year completion requirement, Subcontractor may begin incurring expenses (at its own risk) for reimbursement upon receipt of conditional award by DHCS.

c) For all other BHBH Program Plans, funding will be obtained in increments of twenty-five percent (25%) upon meeting the documentation requirements required by DHCS. BHBH Program projects are subject to review, annually, at AHP's and/or DHCS's sole determination.

d) The Subcontractor's BHBH Program funds as set forth herein shall be used solely for the purposes set forth within this Agreement, the BHBH Program Plan and as detailed in the SOW, contained herein. The Subcontractor shall be solely responsible for any costs to complete the BHBH Program Plan in excess of the funds awarded herein and as set forth in **Attachment D**. The Subcontractor shall return any excess or remaining BHBH Program funds to AHP who will then return them to the State of California upon completion of its BHBH Program Plan.

e) Subcontractor is solely liable and responsible for any increases in costs that exceed those awarded to the Subcontractor under the BHBH Program. In the event costs exceed the funds the Subcontractor has available for its BHBH Program Project, the Subcontractor shall provide a financial plan, to AHP for its review for an increase to its BHBH Program funds within thirty (30) days of having to pay for these additional costs. AHP, at the sole discretion of DHCS, will either approve or deny Subcontractor's request. Neither DHCS nor AHP are obligated to approve any request to increase funding and shall not be liable or responsible for any increased costs necessary for the Subcontractor to complete the BHBH Program Plan.

f) In the event AHP or DHCS determines the BHBH Program is behind schedule and/or may not meet funding deliverables, based upon the monitoring reports submitted by Subcontractor, AHP, at the sole discretion of DHCS, may refuse to disburse additional Program Funds and reduce the amount of the Program Funds.

g) Subcontractor, or any lower-tiered subcontractor or independent consultant, is solely responsible and liable for the Subcontractor's or any lower-tiered subcontractor or independent consultants, performance and compliance with the terms and conditions within this Agreement, and the BHBH Program requirements.

h) AHP reserves the right to subcontract with a third party in order to review and validate any requests for funding, site visits, inspections, reviews, or other items, AHP deems necessary and shall notify Subcontractor of the same.

i) Subcontractor shall maintain an internal quality control program adequate to ensure that the requirements of this Agreement are fully satisfied throughout the term of this Agreement. The work of the Subcontractor and any of its subcontractors and consultants shall be performed in accordance with high standards of professional skill.

SECTION 5. SUBCONTRACTOR TRAVEL

a) Travel ☒ is authorized under this Subcontract Agreement.

b) Travel ☐ is not authorized under this Subcontract Agreement.

Please refer to "Travel and Per Diem Reimbursement" provisions set forth in **Attachment B.**

SECTION 6. CONTRACT ADMINISTRATION DATA

6.1 Contractor Representatives:

The following individual is designated as AHP's Contracting Officer, and is authorized to direct or negotiate any changes in the SOW, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to Subcontractor of any costs incurred during the performance of this Agreement, or otherwise change any terms and conditions of this Agreement:

Reshma Ryan, Acting General Counsel
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
legalnotices@ahpnet.com / 978-296-4930

The following individual(s) is/are designated for purposes of administering the contractual progress of the Agreement, and for purposes of providing technical direction and guidance:

AHP Direct Staff Contact: Sabrina Nansteel-Bunt
131 N. El Molino, Suite 380, Pasadena, CA 91101
snansteel@ahpnet.com

6.2 Subcontractor Representatives:

The following individual is designated as Subcontractor's Contracting Officer and is authorized to conduct business, negotiate modifications and changes to any terms and conditions of this Agreement:

Name/Title

Email/Phone

The following individual is designated as Subcontractor's Project Manager for purposes of administering this Agreement:

Name/Title

Email/Phone

6.3 Compensation, Billing Instructions, and Payment

a) This is a Deliverables Based Subcontract Agreement, with a not to exceed ("NTE") amount of **ONE MILLION, THREE HUNDRED NINETY-SIX THOUSAND, NINE HUNDRED NINETY DOLLARS ($1,396,990.00).** Subcontractor shall be paid in accordance with **Attachment D**. In addition, all Subcontractor costs are subject to allowability and reasonableness, and any restrictions contained in the Prime Contract.
b) Invoices shall be submitted per **Attachments C and D**, no more frequently than quarterly, submitted on letterhead, and shall provide sufficient detail, including at least the following information on each invoice:

   i. Subcontractor's Name

ii. Subcontractor's TIN/EIN

iii. Subcontract Agreement ID: **20456-CA BHBH-MARIPOSA-01**

iv. Invoice No.

v. Invoice Date

vi. AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the SOW, attached.

vii. Amount Due on the Invoice.

viii. Other substantiating documentation or information as may be requested by AHP.

ix. An original signature of an authorized official of Subcontractor, with the following certification: "I hereby certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the Agreement between the Parties."

x. Name/title/telephone number of the person to contact in case of questions about the invoice.

xi. Name, title, phone number, and mailing address of official to whom payment is to be sent.

c) The cost of overnight or courier delivery of invoices are not reimbursable under this Subcontract.

d) Invoices shall be sent electronically to: AP2@AHPNET.COM. Upon receipt of an Invoice, proper in form, and accepted and approved by AHP ***(approval of the Invoice shall mean that AHP's Project Director or assigned AHP Staff has reviewed and accepted the Invoice)***, payment shall be remitted within fifteen (15) business days after receipt of undisputed invoice. Any payment questions requiring urgent and timely matters may be made by calling AHP Accounts Payable at (978) 443-0055; all other payment questions should be in writing and addressed to AHP Accounts Payable via email to ap2@ahpnet.com. If a phone call goes unanswered for a period of 24 hours, please send an email alerting AHP's AP department that you have previously placed a call that remains unanswered.

e) Subcontractor's right to payment shall be contingent upon AHP's review of the Invoices and backup documentation provided for in this Agreement, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the SOW in **Attachment C** and the BHBH Program Plan. Should Subcontractor's lack of satisfactory performance endanger Subcontractor's ability to complete the BHBH Program Plan and SOW, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in five (5) business days with a plan to cure such notice. Should the cure not be feasible, or if the cure fails within the agreed upon time frame, AHP may terminate the Subcontract Agreement immediately upon written notice.

f) Supporting Documentation: Subcontractor shall provide such supporting documentation for invoices as may be requested by AHP, or as may be necessary for compliance with AHP's billing to the Client.

g) In satisfaction of the Subcontractor's obligation to complete the task(s) called for in **Attachment C, "Statement of Work,"** the Subcontractor shall provide the deliverable(s) specified within the period of performance of this Agreement. If, at any time, Subcontractor falls behind meeting the funding deliverables, disbursement of BHBH Program funds may be discontinued, and Subcontractor may not be entitled to any further disbursements of BHBH Program funds, at the sole discretion of DHCS, subject to any applicable notice and cure provisions.

h) Upon budget approval for all bridge housing infrastructure start-up costs, and an approved budget for BHBH Program Plan project, or any DHCS approved updates to those documents, AHP and DHCS may fund those costs based upon the two options described below:
   i. Reimbursement for costs, submitted to AHP by invoice, incurred by Subcontractor that shall require approval by AHP. Subcontractor shall also submit reports and photos documenting the Program's progress; or
   ii. Advance payments in accordance with the approved BHBH Program funds and milestone schedules set forth in Section 4, above. Funds shall be disbursed upon AHP receiving and approving a cost reimbursement form from the Subcontract, together with any other reasonable documentation requested by AHP.

6.4 Final Payment and Closeout

Subcontractor must invoice for all final costs within ninety (90) days following completion of this Agreement and will provide all documentation necessary for a timely closeout of this Agreement including the submission of a "Final Invoice," a "Release of Claims," "Assignment of Refunds," and/or other closeout documents as may be required or reasonably requested by AHP. Payment of the Final Invoice may be withheld, pending completion and acceptance by AHP of all work performed, submission of all required documentation and/or substantiation of all work performed or delivered, and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this Subcontract Agreement.

SECTION 7: CHANGES AND MODIFICATIONS

a) Changes to this Agreement shall not be binding unless mutually agreed in writing, signed by both Parties'. No handwritten changes shall be effective unless initialed by each Contracting Officer.

b) If any change causes an increase or decrease in the budgeted cost for performance of any part of the work under this Agreement, Subcontractor shall propose a new budget. Upon AHP and DHCS' approval of the revised budget, AHP shall issue a notice to the Subcontractor containing that revised budget. Subcontractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt. If the Subcontractor fails to assert a claim for adjustment within thirty (30) days or if the Subcontractor does not have any claims for adjustment to assert, then the DHCS approved revised budget shall be incorporated into this Subcontract by reference, as so amended and accepted, and the Subcontractor shall comply with the terms of that DHCS approved revised budget, as if set forth in the original budget and a part of the original Attachment to this Subcontract.

c) Failure to obtain approval under Section 7 of any adjustment on a timely request that is submitted within the thirty (30) day period allowed shall be deemed a dispute concerning a question of fact within the meaning of Section 13 of this Subcontract Agreement entitled "Disputes/Applicable Laws," below. Notwithstanding any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.

d) AHP and/or DHCS may request additional Subcontractor documentation, signatures, missing items, or omitted information during the response review process. AHP and/or DHCS will advise the Subcontractor verbally, by fax, email or in writing of any documentation that is required and the submission timeline. Subcontractor's failure to submit the required documentation by the date and time indicated may cause AHP or DHCS to deem a response nonresponsive and eliminate it from further consideration.

e) The foregoing notwithstanding, should either Party desire during the term of this Agreement to change or modify a term, such changes or modifications shall be proposed in writing to the other Party, who will respond in writing within thirty (30) days of receipt as to whether the proposed change/modification is accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made consistent with the provisions of Section 7.

SECTION 8: CANCELLATION / TERMINATION

a) AHP may terminate this Agreement upon thirty (30) days' notice if the Prime Contract is terminated by DHCS, if any breach under this Subcontract Agreement remains uncured per the provisions hereunder and/or if AHP is directed by DHCS to terminate this Agreement.

b) Upon receipt of a notice of termination or cancellation from AHP, Subcontractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

c) The Subcontractor shall be entitled to payment from all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable. Upon termination of this Agreement for any reason, neither AHP nor DHCS shall be liable for any work that is not performed in accordance with this Agreement.

SECTION 9: SUBCONTRACTOR OBLIGATIONS

9.1 Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under this Agreement.

9.2 Subcontractor shall comply with all Program Requirements, including any related DHCS guidance, regulations, and/or subsequent additions or amendments thereto. Should these requirements change through state and/or federal statute or regulations, the Subcontractor shall maintain compliance with those requirements, as directed by AHP.

9.3 AHP may perform inspections, review procedures, documents pertaining to the SOW, the BHBH Program Plan and other elements of this Agreement, perform on-site visits, desk reviews to ensure Subcontractor's compliance with Sections 9.1 and 9.2, above, as well as protect against fraud, waste, and abuse.

9.4 In the event Subcontractor does not comply with Sections 9.1 and 9.2, above, AHP shall give notice in accordance with this Agreement and have all of the rights set forth in Section 8, above, and within the entirety of this Agreement.

9.5 Upon AHP's request or upon a determination of DHCS', Subcontractor shall allow DHCS and AHP to review Subcontractor's records pertaining to the BHBH Program Requirements, this Agreement, including without limitation, the SOW, the BHBH Program Plan, and any other elements of the BHBH Program and this Agreement to ensure funds were properly charged.

SECTION 10: DATA COLLECTION AND PERFORMANCE

10.1 Subcontractor is subject to any data collection and reporting requirements set forth by the Prime Contract when conveyed to the Subcontractor by AHP. Subcontractor shall provide supporting documentation as may be requested by AHP, or as may be necessary for compliance with AHP's obligations to DHCS. Additionally, Subcontractor shall comply with all reporting and monitoring requirements set forth in the BHBH Program Plan and the Program Requirements. The foregoing data collection and reporting requirements as well as the reporting and monitoring requirements herein are in addition to, and not in substitution of, any and all requirements set forth in this Agreement and this

Section 10.1 is not intended to limit or reduce such requirements previously set forth in this Agreement.

10.2 **Monitoring and Site Inspection**

a) The Subcontractor shall be subject to monitoring by AHP and/or DHCS for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's
procedures, books, and records pertaining to the BHBH Program Requirements, this Agreement, including without limitation, the SOW, the BHBH Program Plan, and any other elements of the BHBH Program and this Agreement, as AHP and/or DHCS deem appropriate. AHP and/or DHCS may conduct monitoring activities at any time during the Subcontractor's normal business hours.

b) AHP and/or DHCS may conduct reviews of the Subcontractor's records pertaining to the BHBH Program Requirements, this Agreement, including without limitation, the SOW, the BHBH Program Plan, and any other elements of the BHBH Program and this Agreement to determine if any of the claimed expenditures were an improper use of funds.

c) The refusal of Subcontractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for AHP to complete its monitoring and inspection activities in accordance with this Section 10 constitutes an express and immediate material breach of this Agreement and will be a sufficient basis to terminate this Subcontract Agreement for cause pursuant to Section 8.

SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST

Subcontractor warrants to the best of its knowledge and belief at this time, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest ("OCI"), as

defined in Federal Acquisition Regulations ("FAR") Subpart 9.5, or that Subcontractor has disclosed all such relevant information, and will disclose any actual or potential OCI that is discovered, including a description of activities that Subcontractor has taken or proposes to take, after consultation with the AHP
Contracting Officer, to avoid the conflict. During the term of this Agreement,
Subcontractor shall not enter into other contracts or arrangements or otherwise engage in work that will conflict with the Parties' relationship of trust and cooperation or that may otherwise conflict with the Subcontractor's obligations pertaining to the BHBH Program Requirements, this Agreement, including without limitation, the SOW, the BHBH Program Plan, and any other elements of the BHBH Program and this Agreement.

SECTION 12: INDEMNIFICATION

a) Subcontractor shall indemnify and hold harmless AHP and DHCS and their officers, employees and agents for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements, or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property ("Claims," unless such Claims arise from the gross negligence or willful misconduct of AHP or DHCS), arising out of, resulting from, or relating to, the following:

i. Any act, omission, or statement of the Subcontractor, or any person employed by or engaged under contract with the Subcontractor that results in injury (including death), loss, or damage to any person or property;

ii. Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;

iii. The failure to maintain the insurance policies required by this Subcontract Agreement, or the work performed, inclusive of Intellectual Property infringement, if applicable, under this Subcontract Agreement. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation;

iv. Any failure on the part of the Subcontractor to satisfy all claims for labor, equipment, materials, and other obligations relating to the performance of the work hereunder;

v. Any injury to property or person occurring on or about the infrastructure or the property of Subcontractor;

vi. Any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this Agreement, provided the Subcontractor is reasonably notified of such claims and proceedings; and

vii. Any actual or alleged unauthorized use or disclosure of any trade secret, confidential information or other proprietary interest, work product, or other information owned by the Government, DHCS or AHP under the terms of this Agreement.

b) Subcontractor shall indemnify under this Section 12 for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors/independent consultants engaged in performance of the work under this Agreement.

c) This indemnification shall survive the expiration or termination of the Agreement.

SECTION 13: DISPUTES/APPLICABLE LAWS

13.1 Disputes

Any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the Parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association (AAA").The Parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue
for the arbitration shall be in Mariposa County, California. The decision of the arbitrator shall be final, conclusive, and unappealable, except in the event of fraud or the arbitrator's failure to disclose a material conflict of interest. The prevailing Party, in addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys' fees, the amount of which shall be determined by the arbitrator, in the event the Parties are unable to agree.

In the event of a dispute, the Parties shall first try to resolve the dispute by escalating it to higher levels of management to negotiate in good faith. If negotiations are unsuccessful, any controversy, dispute or disagreement arising out of or relating to this Agreement, its breach, or its subject matter, shall be conducted in a court of competent jurisdiction in Mariposa County, California. Any party bringing an action must comply with all applicable laws relating to claims against public entities, including the time limitations and manner of claim presentation prescribed by Chapter 2, commencing with Section 910 of Part 3 (Claims Against Public Entities) of Division 3.6 of Title 1 of the California Government Claims Act.

If a Party checks the box, then the provisions of Arbitration before the Commercial Rules of the AAA are inapplicable.

13.2 Applicable Laws

Subcontractor agrees to comply with the applicable provisions of federal, state, and local laws or ordinances, and all orders, rules, and regulations issued thereunder, and in such a manner that the name of the other party will not be discredited. Where a FAR provision or clause, or any other federal statute, regulation, or clause is incorporated in or applicable to this Agreement or work being performed under it, federal law shall govern the interpretation and application thereof. If federal law is not applicable, the appropriate law of the State of California shall apply, exclusive of that body of laws known as conflicts of law. This Section 13 shall survive the expiration or termination of the Subcontract Agreement.

a) If the Subcontractor fails to comply with federal statutes, regulations, or terms and conditions of this Agreement, AHP may impose additional conditions on the Subcontractor, including:

i. Withholding authority to proceed to the next phase until receipt of evidence acceptable of performance within a given performance period
ii. Requiring additional or more detailed financial reports;
iii. Requiring technical or management assistance; and/or
iv. Establishing additional prior approvals.

b) In the event AHP and/or DHCS determines that the Subcontractor's noncompliance cannot be remedied by imposing additional conditions, AHP may take one or more of the following actions:

i. Temporarily withhold cash payments pending correction of the deficiency by the Subcontractor.

ii. Disallow all or part of the cost of the activity or action not in compliance.

iii. Wholly or partly suspend the Subcontract Agreement activities or terminate the Subcontract Agreement.

iv. Withhold entering into further agreements for the BHBH Program.

v. Take any and all other remedies that may be legally available.

SECTION 14: CERTIFICATIONS

By signature to this Subcontract Agreement, Subcontractor makes the following Representations and Certifications:

a) Debarment and Suspension: Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntarily excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor (or of its principals) during the life of this Subcontract Agreement will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any subcontract that it may enter into as a part of this Subcontract.
b) Prohibition To Perform Duties: Subcontractor is not prohibited, precluded, or restricted from performing the duties required under the SOW and the BHBH Program Plan, due to previous employment obligations, restrictions, commitments, or agreements that Subcontractor has with any other federal, state, and local government agency.
c) Federal Civil Rights Act/Equal Opportunity: Subcontractor will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, or national origin.
d) Labor Laws: Subcontractor certifies that it complies with all applicable labor laws, including, but not limited to, the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.

e) Americans with Disabilities Act: Subcontractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and Americans with Disabilities Act of 1973 as amended (29 U.S.C 794(d)) and regulations implementing that Act as set forth in in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the ACT requiring accessibility of electronic and information technology.
f) Employee Compliance: Subcontractor will require all employees, entities and individuals providing services in connection with the performance of this Subcontract to comply with the provisions of this Agreement and with all Federal, State, and local laws and regulations in connection with this work.
g) Code of Ethics: Subcontractor has a Code of Ethics addressing at least the following areas: accurate accounting records and reporting; gifts and entertainment to Government customers; hiring of former government employees; protection of Government proprietary and source selection information; extending and receiving business courtesies; and personal and organization conflicts of interest.
h) Age Discrimination Act of 1975 (45 CFR Part 90).
i) Section 1557 of the Affordable Care Act.
j) Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2
k) CFR Part 175.
l) Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control ACT (33 USC 1251-1387), as amended.
m) Byrd Anti-Lobbying Amendment (31 USC 1352): The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of
Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.
n) Confidentiality of Substance Use Disorder Patient Records: (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in 42 CFR Part 2, Subparts A-E, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

SECTION 15: RECORDS AND RECORD KEEPING

a) The Subcontractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records in accordance with 45 CFR Section 75.361.

b) AHP, SAMHSA, the Inspector General, the Controller General, and DHCS, as applicable, or any of its authorized representatives, have the right to access any pertinent documents, papers, or other records of the Subcontractor pertaining to the BHBH Program Requirements, this Agreement, including without limitation, the SOW, the BHBH Program Plan, and any other elements includes timely and reasonable access to the Subcontractor's personnel for the purpose of interview and discussion related to the requested documents of the BHBH Program and this Agreement, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records

also includes timely and reasonable access to the Subcontractor's personnel for the purpose of interview and discussion related to the requested documents.

c) The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Subcontractor.

SECTION 16: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION

a) Invoices, received from a Subcontractor and accepted and/or submitted for payment by AHP, shall not be deemed evidence of allowable agreement costs under this Subcontractor Agreement.

b) The Subcontractor shall maintain for review and audit and supply to AHP upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.

c) If the allowability or appropriateness of an expense cannot be determined by AHP because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by AHP. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

d) Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 17, "Recovery of Overpayments," below, for more information.

SECTION 17: RECOVERY OF OVERPAYMENTS

a) Subcontractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by AHP by one of the following options:

   i. Subcontractor's remittance to AHP of the full amount of the audit exception within thirty (30) days following AHP request for payment; or

   ii. A repayment schedule which is agreeable to both AHP and the Subcontractor.

b) AHP reserves the right to select which option will be employed and the Subcontractor will be notified by AHP in writing of the claim procedure to be utilized.

c) Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the California State Treasurer's Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Subcontractor, beginning thirty (30) days after the Subcontractor's receipt of AHP's demand for repayment.

d) If the Subcontractor has filed a valid appeal regarding the report of audit findings,

recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Subcontractor loses the final administrative appeal, the Subcontractor shall repay, to AHP, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Subcontractor's first receipt of AHP's notice requesting reimbursement of questioned audit costs or disallowed expenses.

SECTION 18: BEST EFFORTS

During the term of this Agreement, Subcontractor shall use Best Efforts in order to satisfy all the requirements of the Work to be performed under this Agreement, **Attachment C**, and the BHBH Program Plan.

THIS AGREEMENT CONSISTS OF NINETEEN (19) TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BEOW ON PAGE 20 ("LIST OF ATTACHMENTS") AND COMMENCING ON PAGE 21 WITH ATTACHMENT A, STANDARD SUBCONTRACT TERMS AND CONDITIONS, AND ALL OF WHICH ARE HERBY INCORPORATED INTO THIS SUBCONTRACT AGREEMENT.

LIST OF ATTACHMENTS

TITLE	No. of Pages
Attachment A – Standard Subcontract Terms and Conditions	1
Attachment B – Special Terms and Conditions	25
Attachment C – Statement of Work	1
Attachment D – Rate Schedule	1
Attachment E – Intentionally Left Blank	1
Attachment F – Special Real Estate Requirements	7
Attachment G – Subcontractor Certification	7
Exhibit G – EO Sanction Notification	1

SUBCONTRACT AGREEMENT
SUMMARY COVER SHEET

Subcontract ID	**20456-CA BHBH-MARIPOSA-01**
Effective Date:	
Contractor	**ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP)** 490-b Boston Post Road, Sudbury, MA 01776-3365 Tel: (978) 443-0055 ♦ Fax: (978) 261-1467 **AHP Contracting Officer:** Reshma Ryan, Acting General Counsel Tel: 978-296-4930 (o) / legalnotices@ahpnet.com **AHP Project Director:** Sabrina Nansteel-Bunt 131 N. El Molino, Suite 380, Pasadena, CA 91101 snansteel@ahpnet.com **AHP Direct Staff Contact:** Michael Helmick Deputy Project Director 131 N. El Molino, Suite 380, Pasadena, CA 91101 Tel: 323-843-2750 (c) / mhelmick@ahpnet.com
Subcontractor:	County of Mariposa ("MARIPOSA") Address: 5362 Lemee Lane, P.O. Box 99, Mariposa, California 95338, United States Phone: 209-966-3222
Prime Contract Identification:	**Client: California Department of Health Care Services** **Agreement No.: 22-20456** **Contract Title: "Behavioral Health Bridge Housing (BHBH)" Program**
Subcontract Type:	Deliverable Based-Type Contract
Period of Performance:	through June 30, 2027
Consideration/Budget:	Professional Services NTE $1,396,990.00
Billing Terms:	Monthly Invoicing, per **Attachments C** (SOW) **and D** (RATE SCHEDULE)
Payment Terms:	Payment remitted fifteen (15) business days after receipt of undisputed invoice.

ATTACHMENT A-STANDARD SUBCONTRACT TERMS AND CONDITIONS

Headings: Headings are for convenience of reference only and shall in no way affect interpretation of this Agreement.
Independent Contractor: Subcontractor is engaged as an independent contractor, and this Agreement shall not be construed as creating any other relationship. Subcontractor shall comply with all laws and assume all risks incident to its status as independent contractor, and necessary to comply with specific requirements of this Agreement, including, but not limited to, payment of all applicable federal/state income taxes, associated payroll/business taxes, and licenses and fees, as applicable.
No Agency: Subcontractor, its employees, agents or assigns, shall not represent, act or purport to act, or be deemed to be an agent, representative, or employee of AHP, or commit or obligate AHP to any other person or party.
No Assignment: This Agreement, or any duties/obligations imposed shall not be assigned, delegated, or otherwise transferred.
Changes to be Made in Writing: Unless otherwise specified that AHP may make a unilateral modification, no understanding, agreement, modification, change order, or other matter affecting this Subcontract shall be binding, unless in writing, signed by both Parties' Contracting Officer. No handwritten changes shall be effective unless initialed by each Contracting Officer.
Limitation of Liability upon Termination: AHP's maximum aggregate liability to Subcontractor is limited to the total dollar amount of work properly performed by Subcontractor up to the effective date of termination, together with any *authorized* travel, or *authorized* expenses incurred under the Subcontract that cannot be canceled. AHP is not liable for any special, indirect, incidental, consequential, or punitive damages, nor for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Subcontract, even if advised of the possibility of such damages.
Force Majeure: Neither Party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vend ors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local governmental entity, the US Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the Party whose performance is affected promptly notifies the other of the existence and nature of such delay.
Scientific Misconduct: Subcontractor shall immediately report to AHP any instance of scientific misconduct or fraud related to performance of work under this Agreement.
Notices: Notices shall be in writing, sent by USPS Certified Mail-RRR, in electronic form or any overnight delivery/courier service, and notice shall be deemed given when personally delivered, (or three (3) days after being sent by prepaid certified U.S. mail).
Litigation: Subcontractor shall provide written notice to AHP of any litigation that relates to this Subcontract, or that has the potential to impair its ability to fulfill this Contract, including but not limited to. Financial, legal, or other situations. **Publicity:** Without prior written approval of the other, neither Party shall use the other's name or make reference to the other Party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promo tions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is requi red by legal, accounting, or regulatory requirements beyond the disclosing Party's reasonable control. Use of either Party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This section shall survive expiration/termination of this Subcontract Agreement. **Restrictions on Hiring:** During the period of this Agreement, and for a period of two (2) years after its termination, neither Party shall directly or indirectly, induce or sol icit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of the other Party to leave his/her business association with that Party. Parties are not restricted in the right to solicit or recruit generally in the media.
Survival: Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration/termination of this Subcontract.
Validity and Waiver: The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach of that provision, or a breach of any other provision. AHP's failure to enforce any provision of this Agreement shall not be construed as a waiver. Only AHP's Contracting Officer has the authority to waive any term or condition of this Subcontract on behalf of AHP.
Interpretation: This Contract shall be interpreted and construed in accordance with its fair meaning, and not strictly for or against either Party, regardless of who may have drafted it or any specific provision.
Counterparts/Other Instruments: The Parties may execute this Contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The Parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this Agreement.
Binding Effect: This Agreement shall be binding upon the Parties, their successors, and assigns.

Attachment B

Special Terms and Conditions

(Under DHCS Agreement No. 22-20456-BHBH)

Waiver of Terms and Conditions. It is understood that DHCS may, in its sole discretion, through AHP and the Subcontractor's BHBH Program Plan, waive, in whole or in part, in writing any of the terms and provisions of this Attachment B. Any such waiver shall be in writing and without prejudice to DHCS's rights in respect to any other terms or provisions therein. Except as specifically set forth in writing, no further waivers of any terms or provisions contained in this Attachment B shall be construed as a waiver of any subsequent terms or provisions herein.

1. Travel and Per Diem Reimbursement

2. Site Inspection

3. Intellectual Property Rights

4. Left intentionally blank

5. Confidentiality of Information

6. Documents, Publications and Written Reports

7. Subcontract Requirements

8. Left intentionally blank

9. Performance Evaluation

10. Progress Reports or Meetings

11. Progress Payment Withholds

12. Left intentionally blank

13. Legal Services Contract Requirements

14. Four-Digit Date Compliance

15. Prohibited Use of State Funds for Software

16. Insurance Requirements

17. Procurement Rules

18. Equipment/Property Ownership / Inventory / Disposition

19. Left intentionally blank

20. Suspension or Stop Work Notification

21. Public Communications

22. Audit and Record Retention

1. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with contract funds.)

Reimbursement for travel and per diem expenses from the Department of Health Care Services (DHCS) under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Subcontractor indicating that such rates are not available to the Subcontractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

2. Site Inspection

The State, DHCS or AHP, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Subcontractor or its location being funded by DHCS, Subcontractor, shall provide and shall require any of their Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

3. Intellectual Property Rights

a) Ownership

i. Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement.

ii. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

iii. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those

final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

iv. In the performance of this Agreement, Subcontractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subcontractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subcontractor shall not use any of AHP's or DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Subcontractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Subcontractor accesses any third-party Intellectual Property that is licensed to DHCS, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third- party's license agreement.

v. Subcontractor agrees to cooperate with AHP and/or DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Subcontractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Subcontractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Subcontractor or DHCS and which result directly or indirectly from this Agreement, or any subcontract entered into by Subcontractor.

vi. Subcontractor further agrees to assist and cooperate with AHP and/or DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts
reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b) <u>Retained Rights / License Rights</u>

i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement, Subcontractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Subcontractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Subcontractor's

Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Subcontractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

ii. Nothing in this provision shall restrict, limit, or otherwise prevent Subcontractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subcontractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c) Copyright

i. Subcontractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire". Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Subcontractor or that person has entered into an agreement with Subcontractor to perform the work. Subcontractor shall enter into a written agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement.

ii. All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2023, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d) Patent Rights

i. With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically, included in the Agreement's scope of work, Subcontractor hereby grants to

DHCS a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions.

ii. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Subcontractor agrees to assign to DHCS, without additional compensation, all its right, title, and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e) Third-Party Intellectual Property

Except as provided herein, Subcontractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Subcontractor or third party without first: (i) obtaining AHP and DHCS' prior written approval; and (ii) granting to or obtaining for AHP and DHCS, without additional compensation, a license, as described in Paragraph b of this provision, for any of Subcontractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and AHP and DHCS determines that the Intellectual Property should be included in or is required for Subcontractor's performance of this Agreement, Subcontractor shall obtain a license under terms acceptable to AHP and DHCS.

f) Warranties

Subcontractor represents and warrants that:

i. It is free to enter into and fully perform this Agreement.
ii. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
iii. Neither Subcontractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Subcontractor.
iv. Neither Subcontractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.

v. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers, or releases from all authors of music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

vi. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

vii. It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

viii. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subcontractor's performance of this Agreement.

ix. DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright, or the like, now existing or subsequently issued.

g) **Intellectual Property Indemnity**

i. Subcontractor shall indemnify, defend and hold harmless AHP and DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Subcontractor is a party to any pending or threatened litigation, which arise out of or are related to (1) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subcontractor pertaining to Intellectual Property; or (2) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply

irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at, any such infringement action brought against DHCS.

ii. Should any Intellectual Property licensed by the Subcontractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel in any such claim or action. In the defense or settlement of the claim, Subcontractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

iii. Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Section 4 by Subcontractor. Subcontractor acknowledges AHP and/or DHCS would suffer irreparable harm in the event of such breach and agrees AHP and/or DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h) Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i) Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

4. Left intentionally blank

5. Confidentiality of Information

Subcontractor, Lower-tiered Subcontractors, Employees, and Agents:

(a) The Subcontractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Subcontractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
(b) The Subcontractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Subcontractor's obligations under this Agreement.
(c) The Subcontractor and its employees, agents, or subcontractors shall promptly transmit to the AHP all requests for disclosure of such identifying information not emanating from the client or person.
(d) The Subcontractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than AHP and/or DHCS without prior written authorization from the AHP, except if disclosure is required by State or Federal law.
(e) For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
(f) As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

The foregoing notwithstanding, to the extent that the requirements set forth in (a) through (f), above, directly conflict with any federal or state law to which the Subcontractor is subject to, then such federal or state law shall apply.

6. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports, and documents are developed or produced. Government Code Section 7550.)

Any document, publication, or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

7. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Subcontractor enters into or is reimbursed for any subcontract's entered into by Subcontractor for services costing $5,000 or more. Except as indicated in subparagraph (c) herein, when securing subcontracts for services exceeding $5,000, the Subcontractor shall obtain at least three bids or justify a sole source award.

b. The Subcontractor must provide in its request for authorization all information necessary for evaluating the necessity or desirability of incurring such cost. DHCS may identify the information needed to fulfill this requirement.

c. Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

   i. A local governmental entity or the federal government,
   ii. A State college or State university from any State,
   iii. A Joint Powers Authority,
   iv. An auxiliary organization of a California State University or a California Community college,
   v. A foundation organized to support the Board of Governors of the California Community Colleges,
   vi. An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
   vii. Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of a proposal for funding or pre/post contract award negotiations,
   viii. Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2, and
   ix. Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.
   x. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority

d. If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or $50,000, whichever is less and each subcontract is not with an entity or of a service type described in subparagraph (c) of Provision 7 herein, DHCS shall:

   i. Obtain approval from the Department of General Services to use said subcontracts, or

   ii. If applicable, obtain a certification from the prime subcontractor indicating that each of the lower-tiered subcontractor's was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or

   iii. Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.

e. When the conditions of subparagraph (b) apply, each of Subcontractor's subcontracts that is not with a type of entity or of a service type described in subparagraph (c) of Provision 7 herein, shall not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS shall inform the Subcontractor when DHCS has obtained appropriate approval to use said subcontractors.

f. AHP and DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Subcontractor to terminate subcontracts entered into in support of this Agreement.

g. Upon receipt of a written notice from AHP or DHCS requiring the substitution and/or termination of a subcontract, the Subcontractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by AHP and DHCS

h. INTENTIONALLY OMITTED.

i. INTENTIONALLY OMITTED.

j. Actual subcontracts (i.e., written agreement between the Subcontractor and another subcontractor) of $5,000 or more are subject to the prior review and written approval of AHP and DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

k. Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

l. DHCS assumes no responsibility for the payment of Subcontractor's subcontractors used in the performance of the Agreement. Subcontractor accepts sole responsibility for the payment of any of its subcontractors used in the performance of this Agreement.

m. The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

n. When entering into a consulting service agreement with DHCS, the Subcontractor may be required to supply budget detail for each of its subcontractors and/or each major subcontracted activity under this Agreement.

o. Budget detail format and submission requirements will be determined by DHCS.

p. Methods of including budget detail in this Agreement, if applicable, will be determined by DHCS.

q. Any lower-tiered subcontractors' budget detail displayed in this Agreement, or incorporated by reference, is included for information purposes only. Changes to a lower-tiered subcontractor's identity or budget detail shall not require the processing of a formal amendment to this Agreement.

r. The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

s. The Subcontractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"Subcontractor agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Subcontractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers,

and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

t. Unless otherwise stipulated in writing by DHCS, the Subcontractor shall be its subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

u. Subcontractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this **Attachment B**: 1, 2, 3, 5, 6, 7, 11, 17, 18, 20, and/or other numbered provisions herein that are deemed applicable.

8. Left intentionally blank

9. Performance Evaluation

(Applicable only to consultant service agreements.)

a) The Subcontractor's performance under this Agreement shall be evaluated at the conclusion of the term of this Agreement. The evaluation shall include, but not be limited to:
b) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.
c) Whether the contracted work or services met the quality standards specified in the Agreement.
d) Whether the Subcontractor fulfilled all requirements of the Agreement.
e) Factors outside the control of the Subcontractor, which caused difficulties in subcontractor performance. Factors outside the control of the Subcontractor shall not include a Subcontractor's poor performance.
f) The evaluation of the Subcontractor shall not be a public record.

10. Progress Reports or Meetings

(Applicable only to consultant service agreements.)

a) Subcontractor shall submit progress reports or attend meetings with state personnel at intervals determined by AHP to determine if the Subcontractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
b) At the conclusion of this Agreement and if applicable, Subcontractor shall hold a final meeting at which Subcontractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Subcontractor shall submit a comprehensive final report.

11. Progress Payment Withholds

a) Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the Agreement. In the aggregate, progress payments may not exceed Ninety percent (90%) of the total agreement amount, regardless of agreement length.
b) Ten percent (10%) may be withheld by AHP and/or DHCS from each invoice submitted for reimbursement, under the following conditions:
c) For services and costs associated with subcontractor and/or lower-tiered subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the Agreement.
d) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
e) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.
f) Release of Amounts Withheld:
    i. As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Subcontractor or lower-tiered subcontractor performance and any scheduled/required deliverables or reports are delivered to AHP and/or DHCS; then any funds so withheld may be released to the Subcontractor upon acceptance and/or acknowledgment that all such items have been completed to the full satisfaction of AHP and/ or DHCS.
    ii. Payment Requests Excluded from the 10 Percent (10%) Withhold: Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Subcontractor's personal performance.

12. Intentionally left blank.

13. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.) The Subcontractor shall:

a) Adhere to legal cost and billing guidelines designated by AHP and/or DHCS.
b) Adhere to litigation plans designated by AHP and/or DHCS.
c) Adhere to case phasing of activities designated by AHP and/or DHCS.
d) Submit and adhere to legal budgets as designated by AHP and/or DHCS.
e) Maintain legal malpractice insurance in an amount not less than the amount designated by AHP and/or DHCS. Said amount shall be indicated in a separate letter to the Subcontractor.
f) Submit to legal bill audits and law firm audits if requested by AHP and/or DHCS. Such audits may be conducted by AHP, DHCS, State employees or

their respective designees or by any legal cost control providers retained by AHP and/or DHCS for such purpose.

14. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

a) Subcontractor warrants that it will provide only Four-Digit Date Compliant (as defined below) deliverables and/or services to AHP, DHCS, and/or the State, as applicable. "Four Digit Date compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries.

b) This warranty and representation is subject to the warranty terms and conditions of this Subcontract and does not limit the generality of warranty obligations set forth elsewhere herein.

15. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Subcontractor certifies that it has appropriate systems and controls in place to ensure that BHBH Program Plan funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

16. Insurance Requirements

a) Automobile Liability Insurance

(Applicable if automobiles are purchased/reimbursed with BHBH Program Plan
funds, furnished by DHC through AHP pursuant to, or if autos are used in performance under the terms of, this Agreement.)

i. The Subcontractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with BHBH Program Plan funds under the terms of this Agreement, to the Subcontractor and/or its subcontractor.
ii. The Subcontractor and/or its subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the AHP.
iii. The Subcontractor and/or its subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to AHP, DHCS, or the State, as applicable.

iv. The Subcontractor and/or its subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

v. The Subcontractor and/or its subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

a) The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to AHP and DHCS.

b) AHP and DHCS, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for pursuant to the BHBH Program Plan under this Agreement and any extension or continuation of this Agreement.

c) The insurance carrier shall notify AHP, in writing, of the Subcontractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the Agreement number for which the insurance was obtained.

vi. The Subcontractor and/or its subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval.

vii. In the event the Subcontractor and/or its subcontractors fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, AHP or DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

b) Commercial General Liability

(Applicable to agreements involving the performance of hazardous activities (i.e., transportation of persons or DHCS and/or State property, handling of toxic or hazardous substances, elevator maintenance, facility repair, and other agreements when stipulated by AHP and/or DHCS, etc.))

i. The Subcontractor must furnish to AHP either a certificate of insurance stating that commercial general liability insurance of not less than $1,000,000 per occurrence for bodily injury and property damage liability

combined is presently in effect for the Subcontractor or proof of adequate self-insurance if the Subcontractor is a self-insured government and/or public entity.

ii. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement.

iii. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability.

iv. The certificate of insurance shall identify the AHP's contract or agreement number for which the insurance applies. Paragraphs 16d, 16e, 16f, and 16g also apply to Commercial General Liability insurance.

c) Pollution Liability

(Applicable only when services involve the handling of toxic or hazardous substances.)

Subcontractor shall maintain Pollution Liability insurance covering the Subcontractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transport of hazardous materials. Limits of not less than $1,000,000 shall be provided. Paragraphs 16d, 16e, 16f, and 16g also apply to Pollution Liability insurance.

d) The Subcontractor is hereby advised that copies of certificates of insurance and/or documentation of self-insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval. Each certificate of insurance shall identify the AHP contract or agreement number for which the insurance applies.

e) The certificate of insurance must identify the agreement number for which the certificate of insurance applies and include the following provisions:

(a) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to AHP and/or DHCS, and

(b) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this Agreement.

f) The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Subcontractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. New certificates of insurance may also be subject to the approval of DGS. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if DGS approval of the certificate of insurance is required. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining such approval. AHP and/or DHCS may, in addition to any other remedies it may have, terminate this Agreement for failure to comply with the insurance requirements of this Agreement.

g) AHP and/or DHCS will not be responsible for any premiums, deductibles, or assessments on any insurance policy.

h) Self-Insured Insurance Requirements

(Applicable to agreements where Subcontractor is self-insuring and Sections a through g are inapplicable.)

Subcontractor acknowledges and certifies that it is covered by and will maintain throughout the term of its BHBH Program Plan self-insurance in amounts and types sufficient to satisfy its contractual insurance requirements under the BHBH Program and its BHBH Program Plan. Subcontractor hereby agrees to provide AHP in writing with a current letter addressed to AHP that states that Subcontractor, as a county in the State of California ("California"), is self-insured under the California Government Code Section 990.4 for the lines of insurance coverage enumerated in and in the amounts required under the Agreement for the period of performance set forth in the Agreement, including without limitation, Attachment B (the "Insurance Certification"). In addition, the Insurance Certification shall provide that AHP and DHCS are treated as "additional insured" under the self-insured insurance requirements of this Section 16(h) of the Agreement.

The Subcontractor shall indemnify, defend, and hold harmless AHP and DHCS against any and all liabilities to third persons and other losses (not compensated by the Subcontractors self-insurance as set forth in this Section 16 or otherwise), and for any other costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting

from the failure of the Subcontractor to maintain the insurance required by this Section.

17. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS through AHP, or expenses for said items are reimbursed by DHCS through AHP, with state or federal funds provided under the Agreement.)

a) Equipment/Property definitions:
Wherever the term equipment and/or property are used, the following definitions shall apply:

i. **Major equipment/property**
A tangible or intangible item having a base unit cost of $5,000 or more with a life expectancy of one (1) year or more and is either furnished by AHP and/or DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

ii. **Minor equipment/property**
A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by AHP and/or DHCS or the cost is reimbursed through this Agreement.

b) Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment, and services related to such purchases that are required in performance of this Agreement.

c) Left intentionally blank.

d) Left intentionally blank.

e) In special circumstances, determined by AHP or DHCS (e.g., when AHP or DHCS has a need to monitor certain purchases, etc.), AHP or DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP or DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor and/or lower-tiered subcontractor purchase that AHP or DHCS determines to be unnecessary in carrying out performance under this Agreement.

f) The Subcontractor and/or lower-tiered subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or
regulations that will be used to make purchases under this Agreement. AHP and/or DHCS reserves the right to request a copy

of these documents and to inspect the purchasing practices of the Subcontractor and/or lower-tiered subcontractor at any time.

g) For all purchases, the Subcontractor and/or its lower-tiered subcontractor must maintain copies of all paid vendor invoices, documents, bids, and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Subcontractor and/or its lower-tiered subcontractor for inspection or audit.

h) AHP and/or DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under subparagraph (b) of this Provision 17 by giving the Subcontractor no less than 30 calendar days written notice.

18. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with State or federal funds provided under the Agreement.)

a) Wherever the term equipment and/or property is used in Provision 18, the definitions in Paragraph a of Provision 17 shall apply.

b) Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to the BHBH Program Plan under the terms of this Agreement shall be considered state equipment and the property of DHCS and/or the State of California.

i. Reporting of Equipment/Property Receipt

(a) AHP and/or DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS through AHP pursuant to BHBH Program Plan funds or purchased/reimbursed with funds provided through this Agreement.

(b) Upon receipt of equipment and/or property, the Subcontractor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, Subcontractor shall use a form or format designated by AHP Program Manager If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Subcontractor shall request a copy from the AHP or DHCS.

ii. Annual Equipment/Property Inventory

a) If the Subcontractor enters a subcontract agreement with a term of more than twelve months, the Subcontractor shall submit an

annual inventory of State equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Subcontractor shall request a copy from AHP. Subcontractor shall:

(1) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of its subcontractor (including independent consultants).

(2) Submit the inventory report to AHP.

(3) Contact AHP to learn how to remove, trade-in, sell, transfer, or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by AHP.

b) Title to any equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c) Unless otherwise stipulated, AHP and/or DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's and/or Subcontractor's facility which may be affected by the removal of any State equipment and/or property.

d) The Subcontractor and/or its Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of State equipment and/or property.

(i) In administering this provision, AHP or DHCS may require the Subcontractor and/or its Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen State equipment and/or property. Subcontractor and/or its Subcontractor shall immediately file a theft report with the appropriate police agency, or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to the AHP and AHP's Program Manager.

(ii) Unless otherwise stipulated by this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

e) Within sixty (60) calendar days prior to the termination or end of this Agreement, the Subcontractor shall provide a final inventory report of

equipment and/or property to the AHP and AHP shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS and/or the State, as applicable. Final disposition of equipment and/or property shall be at DHCS and/or the State, as applicable, and according to DHCS and/or the State, as applicable, instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP or DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

f) Motor Vehicles

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

i. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Subcontractor and/or its subcontractor shall return such vehicles to DHCS and the State, as applicable, and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS or the State, as applicable.

ii. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Subcontractor shall be the registered owner. The Subcontractor and/or its subcontractor may only use said vehicles for performance and under the terms of this Agreement.

iii. The Subcontractor and/or its subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

iv. If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Subcontractor and/or its subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the type and amount of automobile liability insurance as specified in the Automobile Liability Insurance requirements clause as set forth in this Attachment is in effect during the term of this Agreement or any period of contract extension during which any vehicle remains in the Subcontractor's and/or its subcontractor's possession.

v. The requirements specified in Provision 16, entitled, "Insurance Requirements" apply to vehicles purchased/reimbursed with agreement

funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement.

19. Left intentionally blank

20. Suspension or Stop Work Notification

a) AHP or DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by AHP. Upon receipt of said notice, the Subcontractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b) Contractor will make reasonable efforts to ensure that any suspension and/or stop is narrowly tailored to address whatever concern that caused the suspension.

i. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within thirty (30) working days of the verbal notification.

ii. The suspension or stop work notification shall remain in effect until further written notice is received from AHP or DHCS. The resumption of work (in whole or part) will be at AHP's or DHCS' discretion and upon receipt of written confirmation.

c) Upon receipt of a suspension or stop work notification, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

d) Within 90 days of the issuance of a suspension or stop work notification, DHCS, through AHP pursuant to BHBH Program Plan funds shall either:

i. Cancel, extend, or modify the suspension or stop work notification; or

ii. Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

e) If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Subcontractor may resume work only upon written concurrence of funding from the AHP Program Director.

f) If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

g) If a suspension or stop work notification is not canceled and the

Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, AHP and/or DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

h) AHP and DHCS shall not be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

21. Public Communications

a) Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

b) Ensure visual-impaired, hearing-impaired, and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.

22. Audit and Record Retention

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

a) The Subcontractor and/or its subcontractor 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 Subcontractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c) Subcontractor agrees that AHP, DHCS, the Department of General Services, 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. Subcontractor 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 Subcontractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., California Code of Regulations Title 2, Section 1896.77) The Subcontractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.

d) The Subcontractor and/or its subcontractor shall preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code Section 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (i) or (ii) below.

   i. 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; or

   ii. 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.

e) The Subcontractor and/or its subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Subcontractor and/or its subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f) The Subcontractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

ATTACHMENT C

STATEMENT OF WORK

(Under DHCS Agreement No. 22-20456-BHBH)

Subcontractor Name: County of Mariposa, a political subdivision of the State of California, acting through its Department of Health & Human Services Agency (HHSA)

Universal Unique Identifier: bhbh_876_bhbh_mariposa_county

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		YEAR 1		
Item 1 Year 1	**7524.01**	**YEAR 1 – MUTUAL EXECUTION OF THIS AGREEMENT to JUNE 30, 2025.** **START-UP, PROGRAM IMPLEMENTATION AND REPORTING** **Behavioral Health Bridge Housing (BHBH) Program (Program) Plan** ♦ Subcontractor shall develop the BHBH Program Plan (Plan) utilizing templates provided by AHP. The Plan shall be based on the submitted County BHBH Program (as defined in the Agreement) proposal and submitted to AHP for approval within 30 days of execution of the Agreement. ♦ AHP will provide County with any revisions to the Plan and County shall resubmit any required revisions to its Plan within ten business days from date of receipt to AHP for approval. DHCS shall grant final approval to the Plan via AHP, and no subsequent revisions may be made without DHCS approval. **BHBH Program Policies and Procedures** ♦ Subcontractor shall submit required policies and procedures for Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds, and/or Auxiliary Funding in Assisted Living, as applicable and as defined in the Agreement, and based on the Plan to AHP for approval within 45 days of execution of the Agreement. Policies and procedures will include, but not be limited to, eligibility; allowable uses; methods of disbursement; prevention of fraud, waste, and	Upon mutual execution of the Agreement, the first disbursement amount (First Disbursement) in the amount of thirty-three percent (33%) of the Not to Exceed (NTE) amount of ($1,396,990) **LESS** total Start-up Infrastructure Costs (as defined in the Agreement) calculated as follows: ($1,396,990 – $375,000) x.33 = **$337,257**	June 30, 2025

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		abuse, documentation requirements and audit provisions. ♦ If the Program includes Rental Assistance, then Rental Assistance Policies and Procedures as set forth below shall include, but not be limited to: • The calculation of Rental Assistance, which must be indicated and must use either Fair Market Rents (FMRs) or a rent reasonableness methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income. • Clear eligibility requirements for individuals and units for short-term and/or mid-term Rental Assistance. The requirements for both short- and mid-term Assistance may be the same, or the Subcontractor may have fewer requirements for short-term than for mid-term Rental Assistance. • Fraud prevention, along with regular audits and clear documentation of all payments. • Requirements for payments to be made directly to property owners or managers. • Requirements to provide supportive services and resources to individuals who are receiving Rental Assistance, to remove barriers and help them obtain longer-term Rental Assistance or other affordable housing. • Requirements for participants to have access to onsite Supportive Services (as defined in the Agreement) at the facility or through home visits. ♦ All required revisions to the Policies and Procedures set forth in this section of the BHBH Program Policies and Procedures will be submitted to AHP within ten business days of receipt of revision requests. ♦ Implement the BHBH Program Policies and Procedures set forth in this section of the BHBH Program Policies and Procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living, as applicable. **Delivery of Behavioral Health Bridge Housing and Operations** ♦ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing,		

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation, as defined and described in the Plan, including the service metrics and program requirements. ♦ Collect program and individual data as described in the Plan and as requested by AHP. ♦ Provide outreach and engagement services as described in the Plan and service metrics. **Participation in Monitoring and Technical Assistance and Training (TTA)** ♦ **Learning Collaborative Sessions** • Participate in statewide Learning Collaborative (LC) sessions on a quarterly basis at a minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly LC. ♦ **Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits** • At minimum, one staff member shall participate in monthly coaching calls with AHP; session schedule to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at a minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Agreement. ♦ If applicable, conduct County BHBH Program Implementation and Capacity-Building (as defined in the Agreement) activities as described in the Plan. **Reporting—Year 1** Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the Plan; expending funds, including, without limitation: equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates:		

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		• Year 1, Quarter 1: **UPON EXECUTION BY ALL PARTIES** – July 1–September 30, 2024, due by November 15, 2024 • Year 1, Quarter 2: October 1–December 31, 2024, due by February 15, 2025 • Year 1, Quarter 3: January 1–March 31, 2025, due by May 15, 2025 • Year 1, Quarter 4: April 1–June 30, 2025, due by August 15, 2025 ♦ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required.		
Item 2 Year 1	7524.01	**FOR THOSE BHBH PROJECTS SET FORTH IN THE PLAN WITH START-UP INFRASTRUCTURE PROJECT COSTS, YEAR 1** **Submit budget and schedule for each individual BHBH Start-Up Infrastructure Project (Infra Project) and include it in the Plan for AHP/DHCS approval.** ♦ Implement the construction plan for each Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including Attachment F. **Acquisition (if set forth in the Plan)** ♦ Demonstrate site control as described in Section 4 of the Agreement, including those set forth in Attachment F. ♦ Establish an escrow account. ♦ Meet all requirements listed in Section 4 of Agreement, including those set forth in Attachment F. ♦ Obtain deed restriction as required, if applicable. **Complete Construction/Renovation (if set forth in the Plan)** ♦ Demonstrate site control as described in Section 4 of the Agreement, including those set forth in Attachment F. ♦ Meet all requirements included in Section 4 of Agreement, including those set forth in Attachment F. ♦ Obtain deed restriction as required, if applicable. ♦ Provide required documentation and monitoring as described in the Plan, budget, and schedule. **Other Approved Costs (if set forth in the Plan)** **Start-Up Furnishings, Appliances and Equipment**	Start-up Infrastructure Project costs shall be provided in payments as described in Section 4 of this Agreement. 90% of the Start-up Infrastructure Program Costs ($375,000) calculated as follows: .90 x $375,000 = **$337,500**	Due within one year of contract execution

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		♦ Acquire all start-up furnishing, appliances and equipment included in the Plan, budget, and schedule. ♦ Implement monitoring plan and ensure costs are allowable and compliant with local, state, and federal laws. ♦ Provide required documentation and monitoring as described in the Plan. ♦ Provide a summary report on each individual Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including those set forth in Attachment F, and prior to submitting a request for payment. ♦ For each specific Project, upon the completion of the Project, provide a summary narrative and financial report and compliance documentation for each individual Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including those set forth in Attachment F. ♦ Ensure that each Start-up Infra Project site is available within one year of the execution of the Agreement. **Reporting** ♦ Provide summary reporting on each Project and documentation of certificate of occupancy within one year of execution of the Agreement, as required by the Plan. ♦ Provide any necessary documentation requested by AHP for desk reviews and processing payment requests.		
Equals the Sum of 90% of Start-up Infrastructure Costs plus 33% of NTE. **Year 1 Subtotal**			**= $674,757**	
YEAR 2				

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
Item 3 Year 2	7524.01	**YEAR 2 - JULY 1, 2025, TO JUNE 30, 2026 - PROGRAM IMPLEMENTATION AND REPORTING** **The Plan** ♦ Submit any updates to the Plan for approval utilizing templates provided by AHP and based on the submitted County BHBH Program proposal. ♦ AHP will provide County with any revisions to the Plan and County shall resubmit any required revisions within ten business days of from date of receipt to AHP for approval. DHCS shall grant final approval to the Plan via AHP, and no subsequent revisions may be made without DHCS approval. **BHBH Program Policies and Procedures** ♦ Submit any updates to previously approved Policies and Procedures for approval with quarterly reports as needed. ♦ Implement the Policies and Procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. **Delivery of Behavioral Health Bridge Housing and Operations** ♦ Deliver direct behavioral health bridge housing services including, Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the Plan, including the service metrics and Program requirements. ♦ Collect Program and individual data as described in the Plan and as requested by AHP. ♦ Provide Outreach and Engagement Services as described in the Plan and service metrics. **Participation in Monitoring and TTA** ♦ **Learning Collaborative Sessions** • Participate in statewide LC sessions on a quarterly basis at a minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly LC. ♦ **Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits**	Upon approval of Subcontractor's cost reconciliation report for the First Disbursement, Subcontractor shall be entitled to a second disbursement amount (Second Disbursement) in the amount of thirty-three percent (33%) of the NTE amount of ($1,396,991) **LESS** total Start-up Infrastructure Project Costs calculated as follows: ($1,396,991– $375,000) x.33 = **$337,257**	June 30, 2026

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		• One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at a minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Agreement. ♦ If applicable, conduct County BHBH Program Implementation and Capacity-Building activities as defined and described in the Plan. **Reporting—Year 2** ♦ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the Plan; expending funds, including, without limitation equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: • Year 2, Quarter 1: July 1–September 30, 2025, due by November 15, 2025 • Year 2, Quarter 2: October 1–December 31, 2025, due by February 15, 2026 • Year 2, Quarter 3: January 1–March 31, 2026, due by May 15, 2026 • Year 2, Quarter 4: April 1–June 30, 2026, due by August 15, 2026 ♦ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required.		

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
Item 4 Year 2	7524.01	**FOR THOSE BHBH PROJECTS SET FORTH IN THE PLAN WITH START-UP INFRASTRUCTURE PROJECT COSTS, YEAR 2** **Complete individual BHBH Start-Up Infrastructure Projects Costs according to the budget and schedule included in the Plan.** ♦ Implement the construction plan for each Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including those items set forth in Attachment F. **Acquisition (if set forth in the Plan)** ♦ Demonstrate site control as described in Section 4 of the Agreement, including those items set forth in Attachment F. ♦ Establish an escrow account. ♦ Meet all requirements listed in Section 4 of Agreement, including those items set forth in Attachment F. ♦ Obtain deed restriction as required, if applicable. **Complete Construction/Renovation (if set forth in the Plan)** ♦ Demonstrate site control as described in Section 4 of the Agreement, including those items set forth in Attachment F. ♦ Meet all requirements included in Section 4 of Agreement, including those items set forth in Attachment F. ♦ Obtain deed restriction as required, if applicable. ♦ Provide required documentation and monitoring as described in Plan, budget, and schedule. **Other Approved Costs (if set forth in the Plan)** **Start-Up Furnishings, Appliances and Equipment** ♦ Acquire all start-up furnishing, appliances and equipment included in the Plan, budget, and schedule. ♦ Implement monitoring plan and ensure costs are allowable and compliant with local, state, and federal laws. ♦ Provide required documentation and monitoring as described in the Plan, budget, and schedule. **Implement Construction Monitoring Plans; Participate in Monitoring and AHP Review Requirements**	Start-up Infrastructure Project Costs shall be provided in payments as described in Section 4 of the Agreement. 10% of total Start-up Infrastructure Project Costs ($375,000) calculated as follows: .10 x ($37,500) **=$37,500**	Due within one year of contract execution

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		♦ Provide a summary report on each individual Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including those items set forth in Attachment F, and prior to submitting a request for payment. ♦ For each specific Project, upon the completion of the Project, provide a summary narrative and financial report and compliance documentation for each individual Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including those items set forth in Attachment F. ♦ Ensure that each Start-up Infrastructure Project is available within one year of execution of the Agreement. **Reporting** ♦ Provide summary reporting on each Project and documentation of certificate of occupancy within one year of execution of this Agreement, as required by the Plan. ♦ Provide any necessary documentation requested by AHP for desk reviews and processing payment requests.		
Equals the Sum of 10% of Start-up Infrastructure Costs plus 33% of NTE. **Year 2 Subtotal**			= $374,757	
YEAR 3				

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
Item 5 Year 3	7524.01	**YEAR 3 - JULY 1, 2026, TO JUNE 30, 2027- PROGRAM IMPLEMENTATION AND REPORTING** **BHBH Program Plan** ♦ Submit any updates to the Plan for approval utilizing templates provided by AHP and based on the submitted County BHBH Program proposal. ♦ AHP will provide County with any revisions to the Plan and County shall resubmit any required revisions to its Plan within ten business days from date of receipt to AHP for approval. DHCS shall grant final approval to the Plan via AHP, and no subsequent revisions may be made without DHCS approval. **BHBH Program Policies and Procedures** ♦ Submit any updates to previously approved Policies and Procedures for approval with quarterly reports as needed. ♦ Implement the Policies and Procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. **Delivery of Behavioral Health Bridge Housing and Operations** ♦ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the Plan, including the service metrics and the Program requirements. ♦ Collect Program and individual data as described in the and as requested by AHP. ♦ If applicable, provide Outreach and Engagement Services as described in the Plan and service metrics. **Participation in Monitoring and TTA** ♦ **Learning Collaborative Sessions** • Participate in statewide LC sessions on a quarterly basis at a minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly LC. ♦ **Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits**	Upon approval of Subcontractor's Second Disbursement, Subcontractor shall be entitled to a third disbursement amount (Third Disbursement) in the amount of thirty-four percent (34%) of the NTE amount ($1,396,991) **LESS** total start-up infrastructure costs calculated as follows: ($1,396,991 – $375,000) x.34 = **$347,477**	June 30, 2027

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		• One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at a minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Agreement. ♦ If applicable, conduct Implementation and Capacity-Building activities as described in the Program Plan. **Reporting—Year 3** ♦ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the Plan; expending funds, including, without limitation: equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: • Year 3, Quarter 1: July 1–September 30, 2026, due by November 15, 2026 • Year 3, Quarter 2: October 1–December 31, 2026, due by February 15, 2027 • Year 3, Quarter 3: January 1–March 31, 2027, due by May 15, 2027 • Year 3, Quarter 4: April 1–June 30, 2027, due June 30, 2027 ♦ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required. ♦ Submit a final report by June 30, 2027.		
		Equals 34% of the NTE (less Start-up Infrastructure Project Costs) **Year 3 Subtotal**	**=$347,477**	
		First Disbursement +Second Disbursement+ Third Disbursement) = **SUBCONTRACT GRAND TOTAL**	**$1,396,991**	

ATTACHMENT D

RATE SCHEDULE

COUNTY NAME: Mariposa County

Infrastructure Funding Usage Description	Budgeted Amount
Total Start-Up Infrastructure Funding	$375,000
Start-Up Infrastructure Budget Subtotal	**$375,000**
Non-Infrastructure Funding Usage Description	**Budgeted Amount**
Operating Bridge Housing	$824,092
Other Flexible Funding Categories (no Infrastructure)	$197,898
Budget Subtotal	$1,021,990
Total Budget	**$1,396,990**

Payment Schedule*
Start-Up Infrastructure (SUI)

Invoicing Date Range	Invoice Description	Amount of Invoice
SUI Acquisition Invoice 1: **Within one year of contract execution**	Initial Advanced Payment of Acquisition Costs	Ninety Percent (90%) of Acquisition Subtotal
SUI Acquisition Invoice 2: **Within one year of contract execution**	Remainder of Acquisition Costs	Ten Percent (10%) of Acquisition Subtotal
SUI Renovation Invoice 1: **Within one year of contract execution**	Initial Advanced Payment of Real Estate Renovation Costs	Fifty Percent (50%) of Renovation Subtotal
SUI Renovation Invoice 2: **Within one year of contract execution**	Second Payment of Real Estate Renovation Costs Per Approved Cost Report Amount Submitted by Subcontractor	Up to Forty Percent (40%) of Renovation Subtotal
SUI Renovation Invoice 3: **Within one year of contract execution**	Final Payment of Real Estate Renovation Costs Upon Completion of AHP "desk review" of all previously submitted expenses	Ten Percent (10%) or Remainder of Renovation Subtotal
SUI Other Invoice 1: **Within one year of contract execution**	Advanced Payment of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or

		Indirect Approved Costs Subtotal
SUI Other Invoice 2: **Within one year of contract execution**	Second Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
SUI Other Invoice 3: **Within one year of contract execution**	Third Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
SUI Other Invoice 4: **Within one year of contract execution**	Final Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) or Remainder of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
*** If a County BHA has more than one approved Start-Up Infrastructure Project as a part of their BHBH Plan – each project would be invoiced separately and denoted as invoice a, b, c. A customized invoicing template will be provided by AHP.**		
Payment Schedule* Non-Infrastructure		
Funding Usage Description		**Budgeted Amount**
Operating Bridge Housing		$824,092
Flexible Funding Categories (no Infrastructure)		$197,898
Total Budget		**$1,021,990**
Invoicing Date Range	**Invoice Description**	**Amount of Invoice**

Invoice 1: **7/01/24 – 6/30/25***	Initial Advanced Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor for delivery of Bridge Housing as described in the BHBH Program Plan.	Thirty-Three (33%) of Subcontract Grand Total
Invoice 2: **7/01/25 – 6/30/26***	Second Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor as described in the BHBH Program Plan.	Up to Thirty-Three Percent (33%) of Subcontract Grand Total
Invoice 3: **7/01/26 – 6/30/27***	Final Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor as described in the BHBH Program Plan.	Thirty-Four Percent (34%) or Remainder of Subcontract Grand Total
***Invoicing may be expedited to an interval less than annually, but no more often than quarterly.**		

ATTACHMENT E

_____ SCHEDULE

(Under DHCS Agreement No. 22-20456-BHBH)

[Intentionally Left Blank]

ATTACHMENT F

SPECIAL REAL ESTATE REQUIREMENTS

(Under DHCS Agreement No. 22-20456-BHBH)

The State of California through the Department of Health Care Services ("DHCS") is administering the Behavioral Health Bridge Housing Program ("BHBH Program") through noncompetitive predetermined funding to be awarded to county behavioral health agencies ("Behavioral Health Agencies" or "BHAs") to address the immediate housing and treatment need of people experiencing homelessness who have serious behavioral health conditions (such as a serious mental illness and/or substance use disorder) that prevent them for accessing help and moving out of homelessness.

In the event Subcontractor elects to expend up to twenty-five percent (25%) of its BHBH Program funds towards bridge housing start-up infrastructure (the "Infrastructure Project"), then the Special Real Estate Requirements set forth in this **Attachment F** (herein, "Program Funds") shall apply.

BHBH Program funding may be used for start-up costs and to make facilities more available to individuals with serious behavioral health conditions. Bridge housing startup infrastructure funding is limited to seventy-five thousand dollars ($75,000) per bed. All bridge housing start-up infrastructure activities must be complete, and beds made available within one (1) year of execution of the Agreement. The foregoing notwithstanding, DHCS has agreed to waive the one-year requirement for Phase 2 of the Subcontractor's BHBH Program Plan through AHP, provided, that, substantial documentation regarding the ability of the Subcontractor to perform Phase 2 in a timely fashion has been produced to the reasonable satisfaction of AHP and DHCS.

These Special Real Estate Requirements shall become effective upon execution of the underlying Agreement and shall automatically expire concurrently with the expiration of the Prime Contract (the "Expiration Date") unless earlier terminated by AHP or DHCS (the "Term"). Terms not defined herein shall have the definitions ascribed in the Subcontract Agreement.

In the event Subcontractor was approved for the purchase of a facility or rehabilitation/renovation project, Subcontractor's plan to complete the project within one (1) year and Subcontractor's approved budget shall be incorporated herein by reference. Subcontractor further agrees that it shall be fully and solely responsible for any and all cost overruns of Subcontractor's project.

Article 1.

Conditions to Disbursement

AHP shall disburse the Program Funds to the Subcontractor for the amount of any reasonable, actual, and documented costs incurred in accordance with the Agreement, the SOW and the BHBH Program Plan for the Infrastructure Project upon satisfaction of the requirements described in Section 1.1 below. Program Funds disbursed for real property acquisition shall be disbursed only upon FULL satisfaction of the requirements in Section 1.1 and the additional requirements of Section 1.3, below. Program Funds to be disbursed for construction costs shall be disbursed only upon satisfaction of the requirements of Section 1.1 and the additional requirements described in Section 1.2, below. Thereafter, Program Funds shall be disbursed to the Subcontractor for costs incurred for the Infrastructure Project within thirty (30) days of receipt of a complete request for Program Funds, provided such request for funds is approved by AHP or its designee.

1.1 **Subcontractor Obligations – Upon execution of this Subcontract Agreement, the Subcontractor acknowledges the following:**

1.1.1 Subcontractor is responsible for ensuring that they and their subcontractors and other vendors meet all federal, State, and local requirements.

1.1.2 Subcontractor is responsible for ensuring that they and their subcontractors and all other vendors satisfy all requirements set forth in the RFA, the Agreement, and the BHBH Program.

1.1.3 Subcontractor shall comply with the terms of the provisions of these Special Real Estate Requirements and fully executed copies of the Agreement and this Attachment F.

1.2 **Requirements for Disbursement of Program Funds – Infrastructure Construction Costs**

1.2.1 No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs until the Subcontractor submits, and AHP approves, the documents described below, and any additional supporting information, as may be required:

1.2.1.1 A construction monitoring plan that shall include, at a minimum:

1.2.1.1.a. Review of building and construction plans, contracts with general contractors and significant subcontractors, permits, and change orders;

1.2.1.1.b. Periodic site inspections by Subcontractor staff or designees, with pictures and certified reports to

accompany invoicing to AHP;

1.2.1.1.c. Policies and procedures for addressing cost overruns and Subcontractor or any underlying subcontractor or vendors failure to perform;

1.2.1.1.d. Policies and procedures for implementing responsibilities for managing, processing, and distributing payments as the Project's fiscal intermediary, including ensuring that each contracting party receives funding in a timely manner in pursuance of its contractual obligations entered into with the Subcontractor;

1.2.1.1.e. Mechanisms and processes to oversee and monitor ongoing compliance with contractual obligations, including infrastructure and rental assistance programs (see Section 1.5, below), that may require onsite visits and desk reviews, and all designed to protect against fraud and abuse throughout the term of the Agreement; and

1.2.1.1.f. Maintaining detailed records of accounts of all funds distributed and expended on the Project, by whom they were spent, and how the funds were utilized.

1.2.1.2 The Subcontractor's request for funds, with all required supporting documents appended thereto.

1.2.1.3 Certificates of insurance, or a certification of the Subcontractor self-insurance coverage if the Subcontractor is self-insured, evidencing coverages required by the Agreement and naming AHP and DHCS as additional insureds, which shall be in the form and substance acceptable to AHP and DHCS.

1.2.1.4 Executed an access agreement allowing DHCS, or its designee, access to the facility or facilities funded by the Project Funds.

1.3 **Requirements for Disbursement of Program Funds – Property Acquisition Costs**. Expenditures that include contributing to the purchase of property will require site control, defined as ownership, an executed purchase and sale agreement, and/or other agreement that is legally enforceable to the satisfaction of AHP that satisfies site control. No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs related to the acquisition of real property until the Subcontractor satisfies the requirements described in Section 1.1 above. The Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.3, and any additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein. Program Funds disbursed for acquisition of real property will be deposited directly into an escrow account opened by the Subcontractor for the transfer of title of the real property with the appropriate title company, and the following documents produced:

1.3.1 fully executed purchase and sale agreement or other agreement evidencing the Subcontractor's site control over the property upon which the Project is to be constructed or operated, which shall be in the form and substance acceptable to Subcontractor.

1.3.2 A written appraisal report setting forth an opinion of fair market value of the real property upon which the Infrastructure Project is to be constructed or operated prepared by a certified general appraiser licensed in the State of California ("Certified Appraisal Report"), which shall be in the form and substance acceptable to Subcontractor.

1.3.3 A current title report reflecting all existing liens, encumbrances, taxes owed, easements, covenants, or any other restrictions for the real property to be acquired. If the Subcontractor's interest in the real property to be acquired is a leasehold, then the Subcontractor shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, the Subcontractor shall provide a certified Title Status Report from the U.S. Department of the Interior Bureau of Indian Affairs or an attorney's opinion regarding chain of title and current title status. All of the foregoing shall be in the form and substance acceptable to Subcontractor;

1.3.4 Any acquisition of real property that requires a deed of trust shall also require a commitment from a title insurance company for an ALTA Lenders Title Insurance policy in a form acceptable to AHP in the amount of the Program Funds disbursed for purposes of acquiring the property. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to AHP approval. The policy shall insure that the Subcontractor holds good and marketable title (fee simple or leasehold) and shall show the Declaration of Restrictions in the lien priority approved by AHP and only subject to such title exceptions as are approved by AHP, its designee, or DHCS.

1.3.5 Evidence of any additional funds necessary for the Subcontractor to acquire the property to be used for bridge housing if the Program Funds are not providing the full amount of the acquisition costs, which shall be in the form and substance acceptable to AHP and DHCS.

1.3.6 Signed escrow instructions, providing for the following:

1.3.6.1 When applicable, a Declaration of Restrictions, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated; and

1.3.6.2 When applicable, a Deed of Trust, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated.

1.3.7 AHP may, at the direction of DHCS, waive the signed escrow instructions requirement as set forth in Section 1.3.6, above. In those cases, the

Subcontractor shall execute a facility access agreement allowing AHP, DHCS, or its designee, access to the facility or facilities funded by the Project Funds, and requiring the Subcontractor to use the property, or portion of the property funded by the Project Funds for the intended purpose. In the event the Subcontractor violates the terms of the facility access agreement, AHP at the direction of DHCS or DHCS on its own shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

1.4 **Requirements for Disbursement of Program Funds - Construction Costs**. No Program Funds shall be released to the Subcontractor for Infrastructure Project costs for construction activities until the Subcontractor satisfies the requirements described in Section 1.1, above, and the Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.4, and any additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein.

1.4.1 The Subcontractor and the Subcontractor's general contractor shall submit documentation certifying compliance with requirements related to public works projects pursuant to California Labor Code section 1720 *et seq.*, as well as all applicable federal labor and wage laws. AHP, at its sole discretion, has the right but not the obligation to review and approve any and all documents described in this Section 1.4 and any additional information or documents as may be required by AHP hereunder.

1.4.2 Plans and specifications for the construction work as identified in the SOW and BHBH Program Plan, which shall be in the form and substance acceptable to Subcontractor.

1.4.3 A construction contract that is based on construction plans, with a licensed general contractor for an amount consistent with the construction costs in the approved Infrastructure Project budget incorporated into the SOW, which shall be in the form and substance acceptable to Subcontractor, including execution of any construction contract rider, when applicable.

1.4.4 Copies of labor and material bonds and performance bonds for the construction work in an amount equal to one hundred percent (100%) of the cost of construction, which shall be in the form and substance acceptable to Subcontractor, naming AHP and DHCS as co-obliges on the bonds.

1.4.5 Copies of all required building, land use, and fire clearance or other required building permits or approvals for the Infrastructure Project, which shall be in the form and substance acceptable to Subcontractor.

1.4.6 The Subcontractor has submitted a written request for Program Funds on a form approved by AHP providing sufficient detail and with sufficient supporting documentation to permit AHP or its designee to confirm that the request is consistent with the terms of this Agreement and the Project budget.

1.4.7 When a disbursement is requested to pay any contractor in connection with the construction work, the written request must be accompanied by a certification by the Subcontractor's architect or project manager that the work for which disbursement is requested has been completed

(although AHP reserves the right to inspect or have its designee inspect the Project and make an independent evaluation); and (b) lien release and/or mechanics lien title insurance endorsements reasonably acceptable to AHP.

1.5 **Requirements for Disbursement of Program Funds – Rental Assistance**

To receive BHBH Program rental assistance funds, Subcontractor must submit for DHCS review related policies and procedures that address the following:

1.5.1 The calculation of rental assistance, which must be indicated and must use either Fair Market Rents (FMRs) or a rent reasonableness methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income.

1.5.2 Clear eligibility requirements for individuals and units for short-term and/or mid-term rental assistance. The requirements for both short- and mid-term assistance may be the same, or the Subcontractor may have fewer requirements for short-term assistance than for mid-term.

1.5.3 Fraud prevention, along with regular audits and clear documentation of all payments.

1.5.4 Requirements for payments to be made directly to property owners or managers.

1.5.5 Requirements to provide supportive services and resources to individuals who are receiving rental assistance, to remove barriers and help them obtain longer-term rental assistance or other affordable housing.

1.5.6 Requirements for participants to have access to onsite supportive services at the facility or though home visits.

1.6 **Waiver of Terms and Conditions**. It is understood that DHCS may, in its sole discretion, through AHP and Subcontractor's BHBH Program Plan, waive, in whole or in part, in writing any of the terms and provisions of this Attachment F. Any such waiver shall be in writing and without prejudice to DHCS's rights in respect of any other terms or provisions therein. Except as specifically set forth in writing, no further waivers of any terms or provisions contained in this **Attachment F** shall be construed as a waiver of any subsequent terms or provisions herein.

Article 2.

Notification to Proceed

In the event that Program Funds are used for the performance of construction on the Project, the Subcontractor shall submit an updated budget and schedule to AHP for its approval prior to the Subcontractor's issuance of a notice to proceed to its general contractor. The updated budget and schedule shall be consistent with the final plans and specifications for the Project. The Subcontractor shall not issue a notice to proceed to its general contractor until AHP has approved the updated budget and schedule, if any.

Article 3.

Performance

The Subcontractor shall comply with the schedule set forth in the Performance Milestones and shall provide any certification when requested. The Subcontractor shall provide regular progress reports to AHP but in all events at least quarterly, including its progress toward meeting the Performance Milestones. The Subcontractor may apply to AHP for an extension of any Performance Milestones or an extension to submit any required certification, which AHP may approve based on a showing of good cause and acceptable assurances from the Subcontractor for timely completion of the remaining Performance Milestones as determined by AHP. Any extension granted by AHP shall not be effective unless granted in writing, and such writing shall be considered an amendment to this Agreement and incorporated herein.

Article 4.

Default

FAILURE TO SATISFY ANY ONE OF THE CERTIFICATIONS AND/OR PERFORMANCE MILESTONES (UNLESS SUCH PERFORMANCE MILESTONE IS EXTENDED) SHALL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLE AHP TO MANDATE THE SUBCONTRACTOR TO RETURN TO THE STATE OF CALIFORNIA ANY PROGRAM FUNDS DISBURSED; IN ANY SUCH INSTANCE, AHP MAY, WITH DHCS APPROVAL, ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO THE SUBCONTRACTOR.

Attachment G
Subcontractor Certification
(Under DHCS Agreement No. 22-20456-BHBH)

Subcontractor Certification Clause

CCC 04/2017

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Subcontractor to the clause(s) listed below. This certification is made under the laws of the State of California.

County of Mariposa	94-6000880
Subcontractor/Bidder Firm Name	**Federal ID Number**

By (Authorized Signature)

Printed Name of Person Signing

Date Executed

Executed in the County of Mariposa

SUBCONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:
Subcontractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:
Subcontractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(b) Establish a Drug-Free Awareness Program to inform employees about:
1. the dangers of drug abuse in the workplace;

2. the person's or organization's policy of maintaining a drug-free workplace;
3. any available counseling, rehabilitation, and employee assistance programs; and
4. penalties that may be imposed upon employees for drug abuse violations.

(c) Provide that every employee who works on the proposed A&R Subcontract will:
1. receive a copy of the company's drug-free policy statement; and
2. agree to abide by the terms of the company's statement as a condition of employment on the A&R Subcontract.

Failure to comply with these requirements may result in suspension of payments under the A&R Subcontract or termination of the A&R Subcontract or both and Subcontractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subcontractor has made false certification; or (2) violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:
Subcontractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Subcontractor within the immediately preceding two-year period because of Subcontractors failure to comply with an order of a federal court which orders Subcontractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

SUBCONTRACTS FOR LEGAL SERVICES $50,000 OR MORE-PRO BONO REQUIREMENT
Subcontractor hereby certifies that Subcontractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1,2003.

Subcontractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of any agreement equal to the lessor of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any agreement period of less than a full year or 10% of its agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:
Subcontractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

a. All Subcontractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under

penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subcontractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website and Public Contract Code Section 6108.

b. The Subcontractor agrees to cooperate fully in providing reasonable access to the Subcontractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Subcontractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:
For agreements of $100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:
For agreements of $100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:
Subcontractor needs to be aware of the following provisions regarding current or former state employees. If Subcontractor has any questions on the status of any person rendering services or involved with the A&R Subcontract, the awarding agency must be contacted immediately for clarification.

a. Current State Employees (PCC 10410):

    1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

    2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b. Former State Employees (PCC 10411):

    1. For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into an agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process

relevant to the agreement while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into an agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed agreement within the 12-month period prior to his or her leaving state service.

If Subcontractor violates any provisions of the above paragraphs, such action by Subcontractor shall render this A&R Subcontract void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS COMPENSATION:
Subcontractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Subcontractor affirms to comply with such provisions before commencing the performance of the work of this A&R Subcontract. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:
Subcontractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

SUBCONTRACTORS NAME CHANGE:
An amendment is required to change the Subcontractor's name as listed on this A&R Subcontract. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATION TO DO BUSINESS IN CALIFORNIA

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Subcontractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Subcontractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

RESOLUTION:
A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:
Under the State laws. the Subcontractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:
This form must be completed by all Subcontractors that are not another state agency or other government entity.

Pursuant to Public Contract Code Section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew an agreement with, a state agency with respect to any agreement in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted, or the agreement is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For any agreement executed or renewed after January 1, 2017, the Subcontractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATION POLICIES For any agreements executed or renewed after January 1, 2017, if a Subcontractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Subcontractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

Balance of the page intentionally left blank;
Signature pages to follow.

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Proposer/Bidder Name (Printed):
EIN: 94-6000880

By (Authorized Signature):

Printed Name of Person Signing:

Executed in the County of: Mariposa Executed in the State of California.

Date Executed:

Exhibit G
EO Sanction Notification

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

MICHELLE BAASS
DIRECTOR

GAVIN NEWSOM
GOVERNOR

May 03, 2022

Charles Galland
Chief Operating Officer
Advocates for Human
Potential, Inc.
490B Boston Post Road,
Sudbury, MA 01776
Contract # 21-10368 A01

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Charles Galland:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at $5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Administration
Office MS4200
1501 Capitol Ave, Sacramento, CA 95814
Phone: (916) 552-8006
Internet Address: http://www.DHCS.ca.gov

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-555

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Approve an Agreement with Yosemite Foundation DBA Yosemite Conservancy in the Amount of $42,255.36 for their Partnership Responsibilities within the Missouri Gulch Design Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Yosemite Foundation DBA Yosemite Conservancy in the Amount of $42,255.36 for their Partnership Responsibilities within the Missouri Gulch Design Project; and Authorize the Board of Supervisors Chair to Sign the Agreement

Mariposa County was awarded $1,055,500 by the Strategic Growth Council (SGC) to complete the design of workforce housing at the Missouri Gulch site in the town of Mariposa. As part of the grant, a Collaborative Stakeholder Structure has been convened to guide the grant process. The Stakeholder Structure is comprised of Mariposa County, Mariposa County Veteran Services, the American Indian Council of Mariposa County, Mariposa County Unified School District, Yosemite Conservancy, the National Park Service (Yosemite National Park), Sierra Foothill Conservancy, and the Alliance for Community Transformation. The Stakeholder Structure and Partnership Agreement were approved by Mariposa County's Board of Supervisors and all partners in July 2024. This agreement compensates Yosemite Conservancy for the work detailed in the Partnership Agreement and as budgeted in the grant documents. The funding for Yosemite Conservancy, as part of this agreement, is provided in its entirety by the SGC grant. Yosemite Conservancy is the landowner of the Missouri Gulch site and serves as Co-Chair of the Collaborative Stakeholder Committee.

BACKGROUND AND HISTORY OF BOARD ACTIONS

August 26, 2024 - The Board of Supervisors Chair signed the grant agreement #SGC23128 for the planning and design of workforce housing at the Missouri Gulch site in the town of Mariposa ($1,055,500).

March 19, 2024 - RES-2024-112 - Approved budget action increasing revenue and appropriations in the Planning Department Budget for the Post Award Consultation Grant from the Strategic Growth Council's Transformative Climate Communities Program ($49,990).

August 1, 2023 - RES-2023-240 - Authorized the Planning Department to submit an application to the Strategic Growth Council's Transformative Climate Communities Program for planning & design of the Missouri Gulch Site; and authorized the Board of Supervisors Chair to sign the grant agreement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the agreement is not approved, Yosemite Conservancy would not be compensated for their work on the Missouri Gulch Design Project.

FINANCIAL IMPACT

There is no financial impact for the County. This agreement is fully grant-funded.

ATTACHMENTS

1. SGC TCC Grant - Yosemite Conservancy & Mariposa County Agreement

VOTE RESULT

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

AGREEMENT FOR STRATEGIC GROWTH COUNCIL TRANSFORMATIVE CLIMATE COMMUNITIES PARTNERSHIP AGREEMENT WORK – YOSEMITE CONSERVANCY

THIS AGREEMENT ("Agreement") is made and entered into this seventeenth day of December 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Yosemite Foundation DBA Yosemite Conservancy, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on December 17, 2024 and terminate on August 31, 2026 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform their partnership responsibilities for the Strategic Growth Council TCC grant as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is $42,255.36 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Frank Dean
Yosemite Foundation
101 Montgomery Street #1700
San Francisco, CA 94104

COUNTY:
Will Fassett, Community Design & Development Planner
PO Box 784
Mariposa, CA 95338

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon forty-five (45) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	YOSEMITE FOUNDATION
_____	_____
Miles Menetrey, Chair Board of Supervisors	Frank Dean, Executive Director

COUNTERSIGNED:
(Government Code §25103)

APPROVED AS TO FORM:

_____
Danielle Bondshu
Clerk of the Board

_____
Steven W. Dahlem
County Counsel

Exhibit A
SCOPE OF WORK

Project Name Strategic Growth Council Transformative Climate Communities Partnership Agreement Work – Yosemite Conservancy

Overview
Mariposa County was awarded $1,055,500 by the Strategic Growth Council (SGC) to complete the design of workforce housing at the Missouri Gulch site in the town of Mariposa. As part of the grant, a Collaborative Stakeholder Structure has been convened to guide the grant process. The Stakeholder Structure is comprised of Mariposa County, Mariposa County Veteran Services, the American Indian Council of Mariposa County, Mariposa County Unified School District, Yosemite Conservancy, the National Park Service (Yosemite National Park), Sierra Foothill Conservancy, and the Alliance for Community Transformation. The Stakeholder Structure and Partnership Agreement were approved by Mariposa County's Board of Supervisors and all partners in July 2024. This agreement compensates Yosemite Conservancy for the work detailed in the Partnership Agreement (as budgeted in the grant documents).

Scope
Contractor shall participate in partnership meetings that occur once per month for the first six months and quarterly after this initial period and act as co-chair of the meetings. Primary responsibilities of the Co-Chairs include about 4-to 12-hours a month on general project coordination, including the following activities: i.) Plan and set meeting agenda; ii.) Co-lead meetings with the selected design and engineering contractor; iii.) Coordinate with Mariposa County on grant administration; and iv.) Work with team members to resolve issues or disputes that arise. Contractor shall review and incorporate public feedback into project designs. Contractor shall provide input and strategy to ensure projects and key activities are in alignment with the Mariposa and Yosemite community workforce housing needs, Park Service housing priorities, and federal legislative initiatives. Contractor shall assist with community engagement on project designs. Additional responsibilities include finance strategies and funding development.

Exhibit B
COST PROPOSAL

Yosemite Conservancy Staff Time - community engagement gatherings and planning; Governance Committee participation as Co-Chair; Co-Chair responsibilities; review of project documents; provide input and strategy to ensure projects and key activities are in alignment with the Mariposa and Yosemite community workforce housing needs; and assist with finance strategies and funding development.	$37,728.00
Indirect Costs (12%)	$4,527.36
Total	$42,255.36

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-556

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Adopt a Resolution of Authorization to Apply for Fiscal Year 2024 Emergency Management Performance Grant Program; Accept Grant Funding; Authorize the Sheriff to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel); and Authorize the Sheriff to Sign the Reporting Documents

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution of Authorization to Apply for Fiscal Year 2024 Emergency Management Performance Grant Program; Accept Grant Funding; Authorize the Sheriff to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel); and Authorize the Sheriff to Sign the Reporting Documents.

The Board's approval of this Resolution will allow authorized personnel to submit an application for grant funds from the U.S. Department of Homeland Security made available through the California Office of Emergency Services (Cal OES).

This annual grant requires a 1:1 match. Department general fund salaries, office rent, overhead, and additional eligible expenses account for the County's match. This grant currently provides funding to offset the expense of the County Emergency Services Coordinator who is tasked with preventing, preparing, mitigating, responding to, and assisting with the recovery efforts of a disaster within or that affects Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa County Board of Supervisors has approved this application and grant in past years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not participate and lose the opportunity for these grant funds that support personnel costs associated with the Office of Emergency Services Coordinator.

FINANCIAL IMPACT

The EMPG program requires a 1:1 match. The County's portion is met through apportionment of general fund staff wages and an apportioned percentage of office rent and other eligible expenses. Revenue and Appropriations of $127,942 have been included in the FY 2024/2025 requested budget.

ATTACHMENTS

1. **FY24 EMPG Notification of Subrecipient Allocation_Mariposa_Signed**
2. **Resolution FY24 EMPG**

VOTE RESULT

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

GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

October 28, 2024

Jeremy Briese
Sheriff
Mariposa County
P.O. Box 276
Mariposa, CA 95338

DELIVERED VIA E-MAIL: jbriese@mariposacounty.org

SUBJECT: **NOTIFICATION OF SUBRECIPIENT ALLOCATION**
Fiscal Year (FY) 2024 Emergency Management Performance Grant (EMPG)
Grant Subaward Performance Period: July 1, 2024, to June 30, 2026

Dear Sheriff Briese:

We are pleased to announce your FY 2024 EMPG subaward in the amount of $127,942.

This subaward is subject to requirements in Title 2 Code of Federal Regulations, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, reporting requirements, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward performance period.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report (BSIR) to Cal OES semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Throughout the subaward cycle, milestones set in the BSIR will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities. Failure to submit required reports could result in subaward reduction, suspension, or termination.

Subrecipients must obtain additional approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.

Next Steps:

- Your signature is required on this letter. Please sign and return this letter via email to your Cal OES Grants Analyst (GA) within 20 calendar days of receipt and keep a copy for your records.
- If you have not already, please visit the Grants Central System (GCS) webpage to register your organization.
- You will be notified to complete your application as soon as it is available in GCS – we anticipate mid-January 2025.
- Once the completed application is submitted and approved in GCS, you will be able to request reimbursement of eligible subaward expenditures in the system.

Please contact your GA if you have questions or need further assistance.

Sincerely,

Nancy Ward

NANCY WARD
Director

Jeremy Briese
Mariposa County

11.19.24

Date

MARIPOSA COUNTY BOARD OF SUPERVISORS
RESOLUTION 2024-

RESOLUTION AUTHORIZING APPLICATION TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES FOR FUNDS UNDER THE FISCAL YEAR 2024 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM

WHEREAS, the California Office of Emergency Services administers the Emergency Management Performance Grant Program; and

WHEREAS, the County of Mariposa is an eligible entity to submit an application to the California Office of Emergency Services for grant funding in the FY 2024 grant cycle to provide funding for emergency management activities that will enhance local government's capability to prevent, prepare for, mitigate against, respond to, and recover from disasters whether natural or man-made; and

WHEREAS, the funding is provided through the United States Department of Homeland Security, and sub-granted through the California Office of Emergency Services; and

WHEREAS, receiving of and filing the grant application is of utmost importance as deadlines are attached.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Mariposa, State of California as follows:

1. This Board approves the filing of an application and receipt of funding for the FY 2024 Emergency Management Performance Grant Program.

2. This Board authorizes the following personnel to execute for and on behalf of the County of Mariposa, a public entity established under laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California in the FY 2024 Emergency Management Performance Grant Program:

(a) County Administrative Officer
(b) Sheriff
(c) Public Works Director
(d) Public Health Officer
(e) County Counsel

3. The County Administrative Officer, or his designee, is hereby designated as the authorized representative for public assistance, and the County Administrative Officer, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Mariposa for purpose of receipt, processing and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this 17th day of December, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____

Miles Menetrey, Chair of Mariposa County Board of Supervisors

ATTEST:

_____

DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____

STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-557

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Adopt a Resolution of Authorization to Apply for Fiscal Year 2024 Homeland Security Grant Program; Accept Grant Funding; Authorize the Sheriff to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel); and Authorize the Sheriff to Sign the Reporting Documents

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution of Authorization to Apply for Fiscal Year 2024 Homeland Security Grant Program; Accept Grant Funding; Authorize the Sheriff to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel); and Authorize the Sheriff to Sign the Reporting Documents

The Board's Approval of this Resolution will allow authorized personnel to submit an application for grant funds from the U.S. Department of Homeland Security made available through the California Office of Emergency Services on behalf of Mariposa County. The exact allocation to the County of Mariposa is $89,272 and no local match is required. The Operational Area approval authority, which is defined by grant guidelines and is comprised of the primary agencies involved in emergency preparedness and response, is required to be approve the allocation of these grant funds.

The projects funded under this grant have been used to support and enhance the County Health Department's Support and Aid for Everyone (SAFE) Program, Sheriff's Office and Fire Department.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Mariposa County Board of Supervisors has approved this application and grant in past years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not participate and lose the opportunity for these unmatched grant monies that continue to engance the County's operations.

FINANCIAL IMPACT

An estimate of Revenue and Appropriations in the Homeland Security Grant Program Fund have been included in the FY 2024-2025 Requested Budget.

ATTACHMENTS

1. **FY24 HSGP Notification of Subrecipient Allocation_Mariposa_Signed**
2. **Resolution FY24 HSGP**

VOTE RESULT

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

GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

October 28, 2024

Jeremy Briese
Sheriff
Mariposa County
PO Box 276
Mariposa, CA 95338

DELIVERED VIA E-MAIL: jbriese@mariposacounty.org

SUBJECT: **NOTIFICATION OF SUBRECIPIENT ALLOCATION**
Fiscal Year (FY) 2024 Homeland Security Grant Program (HSGP)
Grant Subaward Period of Performance: 09/01/2024-05/31/2027

Dear Sheriff Briese:

We are pleased to announce the approval of your FY 2024 HSGP subaward in the amount of $89,272.

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, reporting requirements, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report (BSIR) to Cal OES semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Throughout the subaward cycle, milestones set in the BSIR will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities. Failure to submit required reports could result in subaward reduction, suspension, or termination.

Subrecipients must obtain additional approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive

procurement, and projects requiring Environmental Planning and Historic Preservation review.

Next Steps:

- Your signature is required on this letter. Please sign and return this letter via email to your Cal OES Grants Analyst (GA) within 20 calendar days of receipt and keep a copy for your records.
- If you have not already, please visit the Grants Central System (GCS) webpage to register your organization.
- You will be notified to complete your application as soon as it is available in GCS – we anticipate mid-January 2025.
- Once the completed application is submitted and approved in GCS, you will be able to request reimbursement of eligible subaward expenditures in the system.

Please contact your GA if you have questions or need further assistance.

Sincerely,

Nancy Ward

NANCY WARD
Director

Jeremy Briese
Mariposa County

10.31.24

Date

MARIPOSA COUNTY BOARD OF SUPERVISORS
RESOLUTION 2024-

RESOLUTION AUTHORIZING APPLICATION TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES FOR FUNDS UNDER THE FISCAL YEAR 2024 HOMELAND SECURITY GRANT PROGRAM

WHEREAS, the California Office of Emergency Services administers the Homeland Security Grant Program; and

WHEREAS, the County of Mariposa is an eligible entity to submit an application to the California Office of Emergency Services for grant funding in the FY 2024 grant cycle to provide funding for emergency management activities that will enhance local government's capability to prevent, prepare for, mitigate against, respond to, and recover from disasters whether natural or man-made; and

WHEREAS, the funding is provided through the United States Department of Homeland Security, and sub-granted through the California Office of Emergency Services; and

WHEREAS, receiving of and filing the grant application is of utmost importance as deadlines are attached.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Mariposa, State of California as follows:

1. This Board approves the filing of an application and receipt of funding for the FY 2024 Homeland Security Grant Program.

2. This Board authorizes the following personnel to execute for and on behalf of the County of Mariposa, a public entity established under laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California in the FY 2024 Homeland Security Grant Program:

(a) County Administrative Officer
(b) Sheriff
(c) Public Works Director
(d) Public Health Officer
(e) County Counsel

3. The County Administrative Officer, or his designee, is hereby designated as the authorized representative for public assistance, and the County Administrative Officer, or his designee, is hereby designated as the authorized representative for individual assistance of the County of Mariposa for purpose of receipt, processing and coordination of all inquiries and requirements necessary to obtain available state and federal assistance.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this 17th day of December, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Miles Menetrey, Chair of Mariposa
County Board of Supervisors

ATTEST:

_____
DANIELLE BONDSHU
Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-558

MEETING:	December 17, 2024
TO:	The Board of Supervisors
FROM:	Courtney Morrow, Treasurer/Tax Collector/County Clerk
RE:	Adopt Resolution Declaring the Certified Results of the General Election Held on Tuesday, November 5, 2024

RECOMMENDATION AND JUSTIFICATION

Adopt Resolution Declaring the Certified Results of the General Election Held on Tuesday, November 5, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Elections Code Section 15372 provides that the elections official shall prepare a certified statement of the results of the General Election held on November 5, 2024 and submit it to the governing body within 30 days of the election. The Treasurer/Tax Collector/County Clerk, in her capacity as ex-officio Registrar of Voters, sent the certified statement to the Board of Supervisors on December 4, 2024. Elections Code Section 15400 provides that the governing body (Board of Supervisors) shall declare elected those persons under its jurisdiction and declare the results of each measure voted on at the election.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action would result in vacant elected positions.

FINANCIAL IMPACT

Not applicable.

ATTACHMENTS

1. **Board Resolution November Election 2024**
2. **November General 2024 SOV**

VOTE RESULT

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

MARIPOSA COUNTY RESOLUTION NO. 2024-

A RESOLUTION OF THE MARIPOSA COUNTY BOARD OF SUPERVISORS DECLARING THE RESULTS OF THE ELECTION HELD ON NOVEMBER 5, 2024

WHEREAS, on December 17, 2024, the Mariposa County Board of Supervisors accepted the Statement of Votes Cast, as certified to the California Secretary of State on December 3, 2024, for the election held on November 5, 2024; and

WHEREAS, Elections Code section 15400 directs the Board of Supervisors to declare the results of each election under its jurisdiction; and

WHEREAS, Elections Code 9122 provides that an ordinance proposed by initiative shall become a valid and binding ordinance upon the date the vote is declared by the board of supervisors.

NOW, THEREFORE, BE IT RESOLVED, that the Mariposa County Board of Supervisors, declares the results of each election under its jurisdiction, according to the votes cast as certified to the California Secretary of State on December 3, 2024 for the election held on November 5, 2024 as set forth in the submitted Statement of Votes.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 9th day of April 2024, by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

Miles Menetrey, Chair Mariposa
County Board of Supervisors

ATTEST:

Danielle Bondshu, Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

STATEMENT OF VOTES CAST

COUNTY OF MARIPOSA

PRESIDENTIAL GENERAL ELECTION

NOVEMBER 5, 2024

HELP AMERICA VOTE ACT OF 2002
CERTIFICATION OF ELECTIONS OFFICIAL

STATE OF CALIFORNIA

COUNTY OF Mariposa } ss.

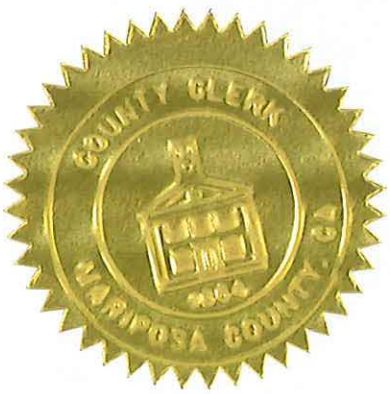
Pursuant to the statewide voter registration list requirements set forth in the Help America Vote Act of 2002 ((HAVA) 52 U.S.C. § 21083),

I, Courtney Progner Morrow, County Clerk/Registrar of Voters for the County of Mariposa, State of California, hereby certify that I complied with all provisions of Chapter 2 of Division 7 of Title 2 of the California Code of Regulations for the Federal election held on the 5th day of November 2024, in the County of Mariposa, State of California and all elections consolidated therewith.

I hereby set my hand and official seal this 3 day of December, 2024, at the County of Mariposa

cprorrow

County Clerk/Registrar of Voters
County of Mariposa
State of California



CERTIFICATION OF COUNTY CLERK/REGISTRAR OF VOTERS OF THE RESULTS OF THE CANVASS OF THE NOVEMBER 5, 2024, GENERAL ELECTION

STATE OF CALIFORNIA

COUNTY OF Mariposa } ss.

I, Courtney Progner Morrow, County Clerk/Registrar of Voters of County of Mariposa, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 5, 2024, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 3 day of December, 2024, at the County of Mariposa

cpmorrow

County Clerk/Registrar of Voters
County of Mariposa
State of California

Mariposa
Mariposa GE2024
November 5, 2024
Final Results Report

	Registered Voters	Turnout
Total Registration and Turnout	11,633	9,616

President and Vice President

(27 of 27 precincts reported)

REP - DONALD J. TRUMP	5,625	59.15%
PF - CLAUDIA DE LA CRUZ	23	0.24%
DEM - KAMALA D. HARRIS	3,622	38.09%
AI - ROBERT F. KENNEDY JR.	137	1.44%
LIB - CHASE OLIVER	42	0.44%
GRN - JILL STEIN	60	0.63%
Total	**9,509**	

United States Senate

(27 of 27 precincts reported)

REP - STEVE GARVEY	5,747	61.60%
DEM - ADAM B. SCHIFF	3,582	38.40%
Total	**9,329**	

United States Senator, Partial Term

(27 of 27 precincts reported)

REP - STEVE GARVEY	5,626	62.02%
DEM - ADAM B. SCHIFF	3,445	37.98%
Total	**9,071**	

United States Representative District 5

(27 of 27 precincts reported)

REP - TOM MCCLINTOCK	5,786	62.49%
DEM - MICHAEL J. "MIKE" BARKLEY	3,473	37.51%
Total	**9,259**	

State Assembly Member District 8

(27 of 27 precincts reported)

REP - GEORGE RADANOVICH	4,688	56.74%
REP - DAVID J. TANGIPA	3,574	43.26%
Total	**8,262**	

MCUSD Trustee District 5

(4 of 4 precincts reported)

JENNI MOORE	906	50.67%
TONI SOUTHWOOD	882	49.33%
Total	**1,788**	

John C. Fremont Healthcare District Director

Vote For 3

(27 of 27 precincts reported)

ROSE FLUHARTY	3,742	25.44%
ROBERT "BOB" PICKARD	3,364	22.87%
SUZETTE PRUE	3,742	25.44%
JESSE BULLIS	3,864	26.26%
Total	**14,712**	

JCF Healthcare District Director, Partial Term

(27 of 27 precincts reported)

TERESA JOHNSON	3,799	52.34%
JOSEPH EC ROGERS	3,459	47.66%
Total	**7,258**	

State Proposition 2

(27 of 27 precincts reported)

YES	4,285	47.03%
NO	4,827	52.97%
Total	**9,112**	

State Proposition 3

(27 of 27 precincts reported)

YES	4,153	45.56%
NO	4,963	54.44%
Total	**9,116**	

State Proposition 4

(27 of 27 precincts reported)

YES	4,123	44.98%
NO	5,044	55.02%
Total	**9,167**	

State Proposition 5

(27 of 27 precincts reported)

YES	2,791	30.68%
NO	6,305	69.32%
Total	**9,096**	

State Proposition 6

(27 of 27 precincts reported)

YES	2,930	32.46%
NO	6,097	67.54%
Total	**9,027**	

Data Refreshed: Tuesday, December 3, 2024 1:50 PM

Printed: Tuesday, December 3, 2024 1:50 PM

Mariposa
Mariposa GE2024
November 5, 2024
Final Results Report

State Proposition 32

(27 of 27 precincts reported)		
YES	3,049	33.42%
NO	6,075	66.58%
Total	**9,124**	

State Proposition 33

(27 of 27 precincts reported)		
YES	2,450	27.22%
NO	6,551	72.78%
Total	**9,001**	

State Proposition 34

(27 of 27 precincts reported)		
YES	4,328	48.90%
NO	4,523	51.10%
Total	**8,851**	

State Proposition 35

(27 of 27 precincts reported)		
YES	5,409	59.68%
NO	3,655	40.32%
Total	**9,064**	

State Proposition 36

(27 of 27 precincts reported)		
YES	6,593	72.34%
NO	2,521	27.66%
Total	**9,114**	

1 President and Vice President 2 United States Senate

					1	1	1	1	1	1		2	2
		Registered Voters	Voters Cast	Turnout (%)	REP - DONALD J. TRUMP	PF - CLAUDIA DE LA CRUZ	DEM - KAMALA D. HARRIS	AI - ROBERT F. KENNEDY JR.	LIB - CHASE OLIVER	GRN - JILL STEIN		REP - STEVE GARVEY	DEM - ADAM B. SCHIFF
1001	Election Day	267	0	0.00 %									
1001	Vote by Mail	267	218	81.65 %	18	2	185	4		7		21	190
1001	Provisional	267	6	2.25 %	1		5					1	5
1001	Total	267	224	83.90 %	19	2	190	4		7		22	195
1002	Election Day	210	0	0.00 %									
1002	Vote by Mail	210	166	79.05 %	81	1	81			1		78	81
1002	Provisional	210	4	1.90 %	2					2		2	1
1002	Total	210	170	80.95 %	83	1	81			3		80	82
1003	Election Day	466	0	0.00 %									
1003	Vote by Mail	466	375	80.47 %	166		186	10	5	3		178	181
1003	Provisional	466	9	1.93 %	5		4					5	4
1003	Total	466	384	82.40 %	171		190	10	5	3		183	185
1004	Election Day	48	0	0.00 %									
1004	Vote by Mail	48	46	95.83 %	19		26	1				20	26
1004	Provisional	48	1	2.08 %			1						1
1004	Total	48	47	97.92 %	19		27	1				20	27
1005	Election Day	312	0	0.00 %									
1005	Vote by Mail	312	229	73.40 %	47		173	5		2		48	172
1005	Provisional	312	2	0.64 %	1		1					1	1
1005	Total	312	231	74.04 %	48		174	5		2		49	173
1006	Election Day	386	0	0.00 %									
1006	Vote by Mail	386	319	82.64 %	180		128	2	2	1		194	124
1006	Provisional	386	5	1.30 %	5							5	
1006	Total	386	324	83.94 %	185		128	2	2	1		199	124
1008	Election Day	604	0	0.00 %									
1008	Vote by Mail	604	513	84.93 %	340	2	160	4	1	2		347	157
1008	Provisional	604	8	1.32 %	5		3					5	2
1008	Total	604	521	86.26 %	345	2	163	4	1	2		352	159
1009	Election Day	122	0	0.00 %									
1009	Vote by Mail	122	105	86.07 %	41		63					43	60
1009	Provisional	122	3	2.46 %	2		1					2	1
1009	Total	122	108	88.52 %	43		64					45	61
District 1	Election Day	2415	0	0.00 %									
District 1	Vote by Mail	2415	1971	81.61 %	892	5	1002	26	8	16		929	991
District 1	Provisional	2415	38	1.57 %	21		15			2		21	15
District 1	Total	2415	2009	83.19 %	913	5	1017	26	8	18		950	1006
2001	Election Day	0	0										
2001	Vote by Mail	0	0										
2001	Provisional	0	0										
2001	Total	0	0										
2002	Election Day	528	0	0.00 %									
2002	Vote by Mail	528	385	72.92 %	282	1	89	2	3			292	80
2002	Provisional	528	6	1.14 %	6							5	
2002	Total	528	391	74.05 %	288	1	89	2	3			297	80
2003	Election Day	520	0	0.00 %									
2003	Vote by Mail	520	386	74.23 %	270		110	4				274	101

1 President and Vice President 2 United States Senate

					1	1	1	1	1	1		2	2
		Registered Voters	Voters Cast	Turnout (%)	REP - DONALD J. TRUMP	PF - CLAUDIA DE LA CRUZ	DEM - KAMALA D. HARRIS	AI - ROBERT F. KENNEDY JR.	LIB - CHASE OLIVER	GRN - JILL STEIN		REP - STEVE GARVEY	DEM - ADAM B. SCHIFF
2003	Provisional	520	4	0.77 %	3		1					3	1
2003	Total	520	390	75.00 %	273		111	4				277	102
2004	Election Day	272	0	0.00 %									
2004	Vote by Mail	272	223	81.99 %	122	1	93	2	1	1		129	85
2004	Provisional	272	2	0.74 %	1		1					1	1
2004	Total	272	225	82.72 %	123	1	94	2	1	1		130	86
2005	Election Day	674	0	0.00 %									
2005	Vote by Mail	674	513	76.11 %	328	1	162	12	3	5		332	162
2005	Provisional	674	13	1.93 %	9		3	1				3	4
2005	Total	674	526	78.04 %	337	1	165	13	3	5		335	166
2006	Election Day	308	0	0.00 %									
2006	Vote by Mail	308	258	83.77 %	179	1	73	2	1			179	73
2006	Provisional	308	2	0.65 %	1		1					1	1
2006	Total	308	260	84.42 %	180	1	74	2	1			180	74
District 2	Election Day	2302	0	0.00 %									
District 2	Vote by Mail	2302	1765	76.67 %	1181	4	527	22	8	6		1206	501
District 2	Provisional	2302	27	1.17 %	20		6	1				13	7
District 2	Total	2302	1792	77.85 %	1201	4	533	23	8	6		1219	508
3001	Election Day	582	0	0.00 %									
3001	Vote by Mail	582	480	82.47 %	326		141	3	1	3		325	142
3001	Provisional	582	5	0.86 %	3		2					2	2
3001	Total	582	485	83.33 %	329		143	3	1	3		327	144
3002	Election Day	285	0	0.00 %									
3002	Vote by Mail	285	242	84.91 %	177		59	2	2			179	56
3002	Provisional	285	1	0.35 %	1							1	
3002	Total	285	243	85.26 %	178		59	2	2			180	56
3003	Election Day	328	0	0.00 %									
3003	Vote by Mail	328	256	78.05 %	149	1	96	5		3		151	96
3003	Provisional	328	5	1.52 %	4		1					4	1
3003	Total	328	261	79.57 %	153	1	97	5		3		155	97
3004	Election Day	629	0	0.00 %									
3004	Vote by Mail	629	513	81.56 %	300		197	2	7	3		306	191
3004	Provisional	629	17	2.70 %	14		3					12	3
3004	Total	629	530	84.26 %	314		200	2	7	3		318	194
3005	Election Day	258	0	0.00 %									
3005	Vote by Mail	258	220	85.27 %	153		62	1	2	1		152	60
3005	Provisional	258	3	1.16 %	3							3	
3005	Total	258	223	86.43 %	156		62	1	2	1		155	60
3006	Election Day	193	0	0.00 %									
3006	Vote by Mail	193	143	74.09 %	107	1	32	3				109	29
3006	Provisional	193	2	1.04 %	2							1	
3006	Total	193	145	75.13 %	109	1	32	3				110	29
District 3	Election Day	2275	0	0.00 %									
District 3	Vote by Mail	2275	1854	81.49 %	1212	2	587	16	12	10		1222	574
District 3	Provisional	2275	33	1.45 %	27		6					23	6

1 President and Vice President 2 United States Senate

					1	1	1	1	1	1		2	2
		Registered Voters	Voters Cast	Turnout (%)	REP - DONALD J. TRUMP	PF - CLAUDIA DE LA CRUZ	DEM - KAMALA D. HARRIS	AI - ROBERT F. KENNEDY JR.	LIB - CHASE OLIVER	GRN - JILL STEIN		REP - STEVE GARVEY	DEM - ADAM B. SCHIFF
District 3	Total	2275	1887	82.95 %	1239	2	593	16	12	10		1245	580
4001	Election Day	819	0	0.00 %									
4001	Vote by Mail	819	674	82.30 %	344	3	299	12	1	8		353	307
4001	Provisional	819	12	1.47 %	4		6	1				5	5
4001	Total	819	686	83.76 %	348	3	305	13	1	8		358	312
4002	Election Day	758	0	0.00 %									
4002	Vote by Mail	758	633	83.51 %	319	2	283	12	2	4		332	282
4002	Provisional	758	10	1.32 %	8		2					7	2
4002	Total	758	643	84.83 %	327	2	285	12	2	4		339	284
4003	Election Day	661	0	0.00 %									
4003	Vote by Mail	661	544	82.30 %	341	1	183	11	2	1		349	184
4003	Provisional	661	11	1.66 %	7		4					7	3
4003	Total	661	555	83.96 %	348	1	187	11	2	1		356	187
District 4	Election Day	2238	0	0.00 %									
District 4	Vote by Mail	2238	1851	82.71 %	1004	6	765	35	5	13		1034	773
District 4	Provisional	2238	33	1.47 %	19		12	1				19	10
District 4	Total	2238	1884	84.18 %	1023	6	777	36	5	13		1053	783
5001	Election Day	686	0	0.00 %									
5001	Vote by Mail	686	579	84.40 %	368	3	186	7	6	6		377	185
5001	Provisional	686	10	1.46 %	10							8	
5001	Total	686	589	85.86 %	378	3	186	7	6	6		385	185
5002	Election Day	604	0	0.00 %									
5002	Vote by Mail	604	512	84.77 %	316	2	167	11	1	4		327	166
5002	Provisional	604	7	1.16 %	7							7	
5002	Total	604	519	85.93 %	323	2	167	11	1	4		334	166
5004	Election Day	629	0	0.00 %									
5004	Vote by Mail	629	523	83.15 %	305	1	193	9	2	1		316	197
5004	Provisional	629	9	1.43 %	7		2					6	3
5004	Total	629	532	84.58 %	312	1	195	9	2	1		322	200
5005	Election Day	484	0	0.00 %									
5005	Vote by Mail	484	398	82.23 %	232		152	9		2		236	152
5005	Provisional	484	6	1.24 %	4		2					3	2
5005	Total	484	404	83.47 %	236		154	9		2		239	154
District 5	Election Day	2403	0	0.00 %									
District 5	Vote by Mail	2403	2012	83.73 %	1221	6	698	36	9	13		1256	700
District 5	Provisional	2403	32	1.33 %	28		4					24	5
District 5	Total	2403	2044	85.06 %	1249	6	702	36	9	13		1280	705
Total - Election Day		11633	0	0.00 %									
Total - Vote by Mail		11633	9453	81.26 %	5510	23	3579	135	42	58		5647	3539
Total - Provisional		11633	163	1.40 %	115		43	2		2		100	43
Contest Total		11633	9616	82.66 %	5625	23	3622	137	42	60		5747	3582

1 United States Senator, Partial Term

						1	1
		Registered Voters	Voters Cast	Turnout (%)		REP - STEVE GARVEY	DEM - ADAM B. SCHIFF
1001	Election Day	267	0	0.00 %			
1001	Vote by Mail	267	218	81.65 %		21	181
1001	Provisional	267	6	2.25 %			5
1001	Total	267	224	83.90 %		21	186
1002	Election Day	210	0	0.00 %			
1002	Vote by Mail	210	166	79.05 %		78	79
1002	Provisional	210	4	1.90 %		2	1
1002	Total	210	170	80.95 %		80	80
1003	Election Day	466	0	0.00 %			
1003	Vote by Mail	466	375	80.47 %		173	177
1003	Provisional	466	9	1.93 %		5	3
1003	Total	466	384	82.40 %		178	180
1004	Election Day	48	0	0.00 %			
1004	Vote by Mail	48	46	95.83 %		19	26
1004	Provisional	48	1	2.08 %			1
1004	Total	48	47	97.92 %		19	27
1005	Election Day	312	0	0.00 %			
1005	Vote by Mail	312	229	73.40 %		48	166
1005	Provisional	312	2	0.64 %		1	1
1005	Total	312	231	74.04 %		49	167
1006	Election Day	386	0	0.00 %			
1006	Vote by Mail	386	319	82.64 %		189	123
1006	Provisional	386	5	1.30 %		5	
1006	Total	386	324	83.94 %		194	123
1008	Election Day	604	0	0.00 %			
1008	Vote by Mail	604	513	84.93 %		337	154
1008	Provisional	604	8	1.32 %		4	2
1008	Total	604	521	86.26 %		341	156
1009	Election Day	122	0	0.00 %			
1009	Vote by Mail	122	105	86.07 %		43	59
1009	Provisional	122	3	2.46 %		2	1
1009	Total	122	108	88.52 %		45	60
District 1	Election Day	2415	0	0.00 %			
District 1	Vote by Mail	2415	1971	81.61 %		908	965
District 1	Provisional	2415	38	1.57 %		19	14
District 1	Total	2415	2009	83.19 %		927	979
2001	Election Day	0	0				
2001	Vote by Mail	0	0				
2001	Provisional	0	0				
2001	Total	0	0				
2002	Election Day	528	0	0.00 %			
2002	Vote by Mail	528	385	72.92 %		277	82
2002	Provisional	528	6	1.14 %		5	
2002	Total	528	391	74.05 %		282	82
2003	Election Day	520	0	0.00 %			
2003	Vote by Mail	520	386	74.23 %		269	96
2003	Provisional	520	4	0.77 %		3	1

1 United States Senator, Partial Term

						1	1
		Registered Voters	Voters Cast	Turnout (%)		REP - STEVE GARVEY	DEM - ADAM B. SCHIFF
2003	Total	520	390	75.00 %		272	97
2004	Election Day	272	0	0.00 %			
2004	Vote by Mail	272	223	81.99 %		123	88
2004	Provisional	272	2	0.74 %		1	1
2004	Total	272	225	82.72 %		124	89
2005	Election Day	674	0	0.00 %			
2005	Vote by Mail	674	513	76.11 %		328	155
2005	Provisional	674	13	1.93 %		3	4
2005	Total	674	526	78.04 %		331	159
2006	Election Day	308	0	0.00 %			
2006	Vote by Mail	308	258	83.77 %		173	74
2006	Provisional	308	2	0.65 %		1	1
2006	Total	308	260	84.42 %		174	75
District 2	Election Day	2302	0	0.00 %			
District 2	Vote by Mail	2302	1765	76.67 %		1170	495
District 2	Provisional	2302	27	1.17 %		13	7
District 2	Total	2302	1792	77.85 %		1183	502
3001	Election Day	582	0	0.00 %			
3001	Vote by Mail	582	480	82.47 %		322	130
3001	Provisional	582	5	0.86 %		1	2
3001	Total	582	485	83.33 %		323	132
3002	Election Day	285	0	0.00 %			
3002	Vote by Mail	285	242	84.91 %		179	51
3002	Provisional	285	1	0.35 %		1	
3002	Total	285	243	85.26 %		180	51
3003	Election Day	328	0	0.00 %			
3003	Vote by Mail	328	256	78.05 %		148	95
3003	Provisional	328	5	1.52 %		4	1
3003	Total	328	261	79.57 %		152	96
3004	Election Day	629	0	0.00 %			
3004	Vote by Mail	629	513	81.56 %		301	179
3004	Provisional	629	17	2.70 %		11	2
3004	Total	629	530	84.26 %		312	181
3005	Election Day	258	0	0.00 %			
3005	Vote by Mail	258	220	85.27 %		150	54
3005	Provisional	258	3	1.16 %		3	
3005	Total	258	223	86.43 %		153	54
3006	Election Day	193	0	0.00 %			
3006	Vote by Mail	193	143	74.09 %		101	31
3006	Provisional	193	2	1.04 %		1	
3006	Total	193	145	75.13 %		102	31
District 3	Election Day	2275	0	0.00 %			
District 3	Vote by Mail	2275	1854	81.49 %		1201	540
District 3	Provisional	2275	33	1.45 %		21	5
District 3	Total	2275	1887	82.95 %		1222	545

1 United States Senator, Partial Term

		Registered Voters	Voters Cast	Turnout (%)	1 REP - STEVE GARVEY	1 DEM - ADAM B. SCHIFF
4001	Election Day	819	0	0.00 %		
4001	Vote by Mail	819	674	82.30 %	347	293
4001	Provisional	819	12	1.47 %	5	5
4001	Total	819	686	83.76 %	352	298
4002	Election Day	758	0	0.00 %		
4002	Vote by Mail	758	633	83.51 %	328	268
4002	Provisional	758	10	1.32 %	7	2
4002	Total	758	643	84.83 %	335	270
4003	Election Day	661	0	0.00 %		
4003	Vote by Mail	661	544	82.30 %	341	173
4003	Provisional	661	11	1.66 %	7	3
4003	Total	661	555	83.96 %	348	176
District 4	Election Day	2238	0	0.00 %		
District 4	Vote by Mail	2238	1851	82.71 %	1016	734
District 4	Provisional	2238	33	1.47 %	19	10
District 4	Total	2238	1884	84.18 %	1035	744
5001	Election Day	686	0	0.00 %		
5001	Vote by Mail	686	579	84.40 %	366	177
5001	Provisional	686	10	1.46 %	7	
5001	Total	686	589	85.86 %	373	177
5002	Election Day	604	0	0.00 %		
5002	Vote by Mail	604	512	84.77 %	328	157
5002	Provisional	604	7	1.16 %	7	
5002	Total	604	519	85.93 %	335	157
5004	Election Day	629	0	0.00 %		
5004	Vote by Mail	629	523	83.15 %	309	186
5004	Provisional	629	9	1.43 %	5	3
5004	Total	629	532	84.58 %	314	189
5005	Election Day	484	0	0.00 %		
5005	Vote by Mail	484	398	82.23 %	233	150
5005	Provisional	484	6	1.24 %	4	2
5005	Total	484	404	83.47 %	237	152
District 5	Election Day	2403	0	0.00 %		
District 5	Vote by Mail	2403	2012	83.73 %	1236	670
District 5	Provisional	2403	32	1.33 %	23	5
District 5	Total	2403	2044	85.06 %	1259	675
Total - Election Day		11633	0	0.00 %		
Total - Vote by Mail		11633	9453	81.26 %	5531	3404
Total - Provisional		11633	163	1.40 %	95	41
Contest Total		11633	9616	82.66 %	5626	3445

1 United States Representative
District 5

						1	1
		Registered Voters	Voters Cast	Turnout (%)		REP - TOM MCCLINTOCK	DEM - MICHAEL J. "MIKE" BARKLEY
1001	Election Day	267	0	0.00 %			
1001	Vote by Mail	267	218	81.65 %		17	192
1001	Provisional	267	6	2.25 %		1	3
1001	Total	267	224	83.90 %		18	195
1002	Election Day	210	0	0.00 %			
1002	Vote by Mail	210	166	79.05 %		77	81
1002	Provisional	210	4	1.90 %		2	2
1002	Total	210	170	80.95 %		79	83
1003	Election Day	466	0	0.00 %			
1003	Vote by Mail	466	375	80.47 %		172	185
1003	Provisional	466	9	1.93 %		5	4
1003	Total	466	384	82.40 %		177	189
1004	Election Day	48	0	0.00 %			
1004	Vote by Mail	48	46	95.83 %		20	25
1004	Provisional	48	1	2.08 %			1
1004	Total	48	47	97.92 %		20	26
1005	Election Day	312	0	0.00 %			
1005	Vote by Mail	312	229	73.40 %		53	168
1005	Provisional	312	2	0.64 %		1	1
1005	Total	312	231	74.04 %		54	169
1006	Election Day	386	0	0.00 %			
1006	Vote by Mail	386	319	82.64 %		195	117
1006	Provisional	386	5	1.30 %		3	2
1006	Total	386	324	83.94 %		198	119
1008	Election Day	604	0	0.00 %			
1008	Vote by Mail	604	513	84.93 %		346	147
1008	Provisional	604	8	1.32 %		5	2
1008	Total	604	521	86.26 %		351	149
1009	Election Day	122	0	0.00 %			
1009	Vote by Mail	122	105	86.07 %		38	63
1009	Provisional	122	3	2.46 %		2	1
1009	Total	122	108	88.52 %		40	64
District 1	Election Day	2415	0	0.00 %			
District 1	Vote by Mail	2415	1971	81.61 %		918	978
District 1	Provisional	2415	38	1.57 %		19	16
District 1	Total	2415	2009	83.19 %		937	994
2001	Election Day	0	0				
2001	Vote by Mail	0	0				
2001	Provisional	0	0				
2001	Total	0	0				
2002	Election Day	528	0	0.00 %			
2002	Vote by Mail	528	385	72.92 %		290	85
2002	Provisional	528	6	1.14 %		4	1
2002	Total	528	391	74.05 %		294	86
2003	Election Day	520	0	0.00 %			

1 United States Representative
District 5

						1	1
		Registered Voters	Voters Cast	Turnout (%)		REP - TOM MCCLINTOCK	DEM - MICHAEL J. "MIKE" BARKLEY
2003	Vote by Mail	520	386	74.23 %		278	98
2003	Provisional	520	4	0.77 %		3	1
2003	Total	520	390	75.00 %		281	99
2004	Election Day	272	0	0.00 %			
2004	Vote by Mail	272	223	81.99 %		125	86
2004	Provisional	272	2	0.74 %		1	
2004	Total	272	225	82.72 %		126	86
2005	Election Day	674	0	0.00 %			
2005	Vote by Mail	674	513	76.11 %		341	159
2005	Provisional	674	13	1.93 %		5	3
2005	Total	674	526	78.04 %		346	162
2006	Election Day	308	0	0.00 %			
2006	Vote by Mail	308	258	83.77 %		179	69
2006	Provisional	308	2	0.65 %		1	1
2006	Total	308	260	84.42 %		180	70
District 2	Election Day	2302	0	0.00 %			
District 2	Vote by Mail	2302	1765	76.67 %		1213	497
District 2	Provisional	2302	27	1.17 %		14	6
District 2	Total	2302	1792	77.85 %		1227	503
3001	Election Day	582	0	0.00 %			
3001	Vote by Mail	582	480	82.47 %		331	137
3001	Provisional	582	5	0.86 %		1	2
3001	Total	582	485	83.33 %		332	139
3002	Election Day	285	0	0.00 %			
3002	Vote by Mail	285	242	84.91 %		179	56
3002	Provisional	285	1	0.35 %		1	
3002	Total	285	243	85.26 %		180	56
3003	Election Day	328	0	0.00 %			
3003	Vote by Mail	328	256	78.05 %		156	93
3003	Provisional	328	5	1.52 %		4	1
3003	Total	328	261	79.57 %		160	94
3004	Election Day	629	0	0.00 %			
3004	Vote by Mail	629	513	81.56 %		313	180
3004	Provisional	629	17	2.70 %		12	3
3004	Total	629	530	84.26 %		325	183
3005	Election Day	258	0	0.00 %			
3005	Vote by Mail	258	220	85.27 %		156	58
3005	Provisional	258	3	1.16 %		3	
3005	Total	258	223	86.43 %		159	58
3006	Election Day	193	0	0.00 %			
3006	Vote by Mail	193	143	74.09 %		105	32
3006	Provisional	193	2	1.04 %		1	
3006	Total	193	145	75.13 %		106	32
District 3	Election Day	2275	0	0.00 %			

1 United States Representative
District 5

		Registered Voters	Voters Cast	Turnout (%)	1 REP - TOM MCCLINTOCK	1 DEM - MICHAEL J. "MIKE" BARKLEY
District 3	Vote by Mail	2275	1854	81.49 %	1240	556
District 3	Provisional	2275	33	1.45 %	22	6
District 3	Total	2275	1887	82.95 %	1262	562
4001	Election Day	819	0	0.00 %		
4001	Vote by Mail	819	674	82.30 %	363	288
4001	Provisional	819	12	1.47 %	4	6
4001	Total	819	686	83.76 %	367	294
4002	Election Day	758	0	0.00 %		
4002	Vote by Mail	758	633	83.51 %	339	273
4002	Provisional	758	10	1.32 %	5	2
4002	Total	758	643	84.83 %	344	275
4003	Election Day	661	0	0.00 %		
4003	Vote by Mail	661	544	82.30 %	357	170
4003	Provisional	661	11	1.66 %	7	2
4003	Total	661	555	83.96 %	364	172
District 4	Election Day	2238	0	0.00 %		
District 4	Vote by Mail	2238	1851	82.71 %	1059	731
District 4	Provisional	2238	33	1.47 %	16	10
District 4	Total	2238	1884	84.18 %	1075	741
5001	Election Day	686	0	0.00 %		
5001	Vote by Mail	686	579	84.40 %	378	176
5001	Provisional	686	10	1.46 %	6	1
5001	Total	686	589	85.86 %	384	177
5002	Election Day	604	0	0.00 %		
5002	Vote by Mail	604	512	84.77 %	328	165
5002	Provisional	604	7	1.16 %	6	
5002	Total	604	519	85.93 %	334	165
5004	Election Day	629	0	0.00 %		
5004	Vote by Mail	629	523	83.15 %	321	182
5004	Provisional	629	9	1.43 %	6	3
5004	Total	629	532	84.58 %	327	185
5005	Election Day	484	0	0.00 %		
5005	Vote by Mail	484	398	82.23 %	237	144
5005	Provisional	484	6	1.24 %	3	2
5005	Total	484	404	83.47 %	240	146
District 5	Election Day	2403	0	0.00 %		
District 5	Vote by Mail	2403	2012	83.73 %	1264	667
District 5	Provisional	2403	32	1.33 %	21	6
District 5	Total	2403	2044	85.06 %	1285	673
Total - Election Day		11633	0	0.00 %		
Total - Vote by Mail		11633	9453	81.26 %	5694	3429
Total - Provisional		11633	163	1.40 %	92	44

1 United States Representative
District 5

		Registered Voters	Voters Cast	Turnout (%)	1 REP - TOM MCCLINTOCK	1 DEM - MICHAEL J. "MIKE" BARKLEY
Contest Total		11633	9616	82.66 %	5786	3473

1 State Assembly Member District 8

		Registered Voters	Voters Cast	Turnout (%)	1 REP - GEORGE RADANOVICH	1 REP - DAVID J. TANGIPA
1001	Election Day	267	0	0.00 %		
1001	Vote by Mail	267	218	81.65 %	49	101
1001	Provisional	267	6	2.25 %	2	
1001	Total	267	224	83.90 %	51	101
1002	Election Day	210	0	0.00 %		
1002	Vote by Mail	210	166	79.05 %	63	68
1002	Provisional	210	4	1.90 %		3
1002	Total	210	170	80.95 %	63	71
1003	Election Day	466	0	0.00 %		
1003	Vote by Mail	466	375	80.47 %	161	147
1003	Provisional	466	9	1.93 %	6	1
1003	Total	466	384	82.40 %	167	148
1004	Election Day	48	0	0.00 %		
1004	Vote by Mail	48	46	95.83 %	21	15
1004	Provisional	48	1	2.08 %		1
1004	Total	48	47	97.92 %	21	16
1005	Election Day	312	0	0.00 %		
1005	Vote by Mail	312	229	73.40 %	62	93
1005	Provisional	312	2	0.64 %	1	
1005	Total	312	231	74.04 %	63	93
1006	Election Day	386	0	0.00 %		
1006	Vote by Mail	386	319	82.64 %	146	134
1006	Provisional	386	5	1.30 %	3	2
1006	Total	386	324	83.94 %	149	136
1008	Election Day	604	0	0.00 %		
1008	Vote by Mail	604	513	84.93 %	291	162
1008	Provisional	604	8	1.32 %	4	
1008	Total	604	521	86.26 %	295	162
1009	Election Day	122	0	0.00 %		
1009	Vote by Mail	122	105	86.07 %	39	48
1009	Provisional	122	3	2.46 %	1	1
1009	Total	122	108	88.52 %	40	49
District 1	Election Day	2415	0	0.00 %		
District 1	Vote by Mail	2415	1971	81.61 %	832	768
District 1	Provisional	2415	38	1.57 %	17	8
District 1	Total	2415	2009	83.19 %	849	776
2001	Election Day	0	0			
2001	Vote by Mail	0	0			
2001	Provisional	0	0			
2001	Total	0	0			
2002	Election Day	528	0	0.00 %		
2002	Vote by Mail	528	385	72.92 %	206	145
2002	Provisional	528	6	1.14 %	3	2
2002	Total	528	391	74.05 %	209	147
2003	Election Day	520	0	0.00 %		
2003	Vote by Mail	520	386	74.23 %	195	141

1 State Assembly Member District 8

						1	1
		Registered Voters	Voters Cast	Turnout (%)		REP - GEORGE RADANOVICH	REP - DAVID J. TANGIPA
2003	Provisional	520	4	0.77 %		3	1
2003	Total	520	390	75.00 %		198	142
2004	Election Day	272	0	0.00 %			
2004	Vote by Mail	272	223	81.99 %		102	84
2004	Provisional	272	2	0.74 %		1	
2004	Total	272	225	82.72 %		103	84
2005	Election Day	674	0	0.00 %			
2005	Vote by Mail	674	513	76.11 %		254	175
2005	Provisional	674	13	1.93 %		4	4
2005	Total	674	526	78.04 %		258	179
2006	Election Day	308	0	0.00 %			
2006	Vote by Mail	308	258	83.77 %		138	85
2006	Provisional	308	2	0.65 %			
2006	Total	308	260	84.42 %		138	85
District 2	Election Day	2302	0	0.00 %			
District 2	Vote by Mail	2302	1765	76.67 %		895	630
District 2	Provisional	2302	27	1.17 %		11	7
District 2	Total	2302	1792	77.85 %		906	637
3001	Election Day	582	0	0.00 %			
3001	Vote by Mail	582	480	82.47 %		233	197
3001	Provisional	582	5	0.86 %			1
3001	Total	582	485	83.33 %		233	198
3002	Election Day	285	0	0.00 %			
3002	Vote by Mail	285	242	84.91 %		120	93
3002	Provisional	285	1	0.35 %		1	
3002	Total	285	243	85.26 %		121	93
3003	Election Day	328	0	0.00 %			
3003	Vote by Mail	328	256	78.05 %		138	93
3003	Provisional	328	5	1.52 %		3	1
3003	Total	328	261	79.57 %		141	94
3004	Election Day	629	0	0.00 %			
3004	Vote by Mail	629	513	81.56 %		261	173
3004	Provisional	629	17	2.70 %		8	5
3004	Total	629	530	84.26 %		269	178
3005	Election Day	258	0	0.00 %			
3005	Vote by Mail	258	220	85.27 %		148	54
3005	Provisional	258	3	1.16 %		1	2
3005	Total	258	223	86.43 %		149	56
3006	Election Day	193	0	0.00 %			
3006	Vote by Mail	193	143	74.09 %		81	49
3006	Provisional	193	2	1.04 %		1	
3006	Total	193	145	75.13 %		82	49
District 3	Election Day	2275	0	0.00 %			
District 3	Vote by Mail	2275	1854	81.49 %		981	659
District 3	Provisional	2275	33	1.45 %		14	9

1 State Assembly Member District 8

		Registered Voters	Voters Cast	Turnout (%)	1 REP - GEORGE RADANOVICH	1 REP - DAVID J. TANGIPA
District 3	Total	2275	1887	82.95 %	995	668
4001	Election Day	819	0	0.00 %		
4001	Vote by Mail	819	674	82.30 %	324	251
4001	Provisional	819	12	1.47 %	4	4
4001	Total	819	686	83.76 %	328	255
4002	Election Day	758	0	0.00 %		
4002	Vote by Mail	758	633	83.51 %	307	247
4002	Provisional	758	10	1.32 %	5	3
4002	Total	758	643	84.83 %	312	250
4003	Election Day	661	0	0.00 %		
4003	Vote by Mail	661	544	82.30 %	279	204
4003	Provisional	661	11	1.66 %	5	3
4003	Total	661	555	83.96 %	284	207
District 4	Election Day	2238	0	0.00 %		
District 4	Vote by Mail	2238	1851	82.71 %	910	702
District 4	Provisional	2238	33	1.47 %	14	10
District 4	Total	2238	1884	84.18 %	924	712
5001	Election Day	686	0	0.00 %		
5001	Vote by Mail	686	579	84.40 %	292	225
5001	Provisional	686	10	1.46 %	6	1
5001	Total	686	589	85.86 %	298	226
5002	Election Day	604	0	0.00 %		
5002	Vote by Mail	604	512	84.77 %	248	206
5002	Provisional	604	7	1.16 %	5	1
5002	Total	604	519	85.93 %	253	207
5004	Election Day	629	0	0.00 %		
5004	Vote by Mail	629	523	83.15 %	268	192
5004	Provisional	629	9	1.43 %	8	1
5004	Total	629	532	84.58 %	276	193
5005	Election Day	484	0	0.00 %		
5005	Vote by Mail	484	398	82.23 %	183	155
5005	Provisional	484	6	1.24 %	4	
5005	Total	484	404	83.47 %	187	155
District 5	Election Day	2403	0	0.00 %		
District 5	Vote by Mail	2403	2012	83.73 %	991	778
District 5	Provisional	2403	32	1.33 %	23	3
District 5	Total	2403	2044	85.06 %	1014	781
Total - Election Day		11633	0	0.00 %		
Total - Vote by Mail		11633	9453	81.26 %	4609	3537
Total - Provisional		11633	163	1.40 %	79	37
Contest Total		11633	9616	82.66 %	4688	3574

1 John C. Fremont Healthcare District Director 2 JCF Healthcare District Director, Partial Term

		Registered Voters	Voters Cast	Turnout (%)	1 ROSE FLUHARTY	1 ROBERT "BOB" PICKARD	1 SUZETTE PRUE	1 JESSE BULLIS	2 TERESA JOHNSON	2 JOSEPH EC ROGERS
1001	Election Day	267	0	0.00 %						
1001	Vote by Mail	267	218	81.65 %	116	25	90	85	98	50
1001	Provisional	267	6	2.25 %	1	1		3	3	
1001	Total	267	224	83.90 %	117	26	90	88	101	50
1002	Election Day	210	0	0.00 %						
1002	Vote by Mail	210	166	79.05 %	75	72	69	68	70	57
1002	Provisional	210	4	1.90 %	3	2		1	4	
1002	Total	210	170	80.95 %	78	74	69	69	74	57
1003	Election Day	466	0	0.00 %						
1003	Vote by Mail	466	375	80.47 %	177	132	147	135	143	127
1003	Provisional	466	9	1.93 %	3	2	2	2	3	2
1003	Total	466	384	82.40 %	180	134	149	137	146	129
1004	Election Day	48	0	0.00 %						
1004	Vote by Mail	48	46	95.83 %	18	9	26	14	10	21
1004	Provisional	48	1	2.08 %	1		1	1	1	
1004	Total	48	47	97.92 %	19	9	27	15	11	21
1005	Election Day	312	0	0.00 %						
1005	Vote by Mail	312	229	73.40 %	65	34	87	79	101	50
1005	Provisional	312	2	0.64 %	1		1	2	2	
1005	Total	312	231	74.04 %	66	34	88	81	103	50
1006	Election Day	386	0	0.00 %						
1006	Vote by Mail	386	319	82.64 %	131	120	143	135	141	114
1006	Provisional	386	5	1.30 %				3	4	
1006	Total	386	324	83.94 %	131	120	143	138	145	114
1008	Election Day	604	0	0.00 %						
1008	Vote by Mail	604	513	84.93 %	165	189	185	163	171	201
1008	Provisional	604	8	1.32 %		2	1	1	2	
1008	Total	604	521	86.26 %	165	191	186	164	173	201
1009	Election Day	122	0	0.00 %						
1009	Vote by Mail	122	105	86.07 %	40	21	45	37	43	32
1009	Provisional	122	3	2.46 %		1	2		3	
1009	Total	122	108	88.52 %	40	22	47	37	46	32
District 1	Election Day	2415	0	0.00 %						
District 1	Vote by Mail	2415	1971	81.61 %	787	602	792	716	777	652
District 1	Provisional	2415	38	1.57 %	9	8	7	13	22	2
District 1	Total	2415	2009	83.19 %	796	610	799	729	799	654
2001	Election Day	0	0							
2001	Vote by Mail	0	0							
2001	Provisional	0	0							
2001	Total	0	0							
2002	Election Day	528	0	0.00 %						
2002	Vote by Mail	528	385	72.92 %	116	143	174	127	143	165
2002	Provisional	528	6	1.14 %		4	2		3	2
2002	Total	528	391	74.05 %	116	147	176	127	146	167
2003	Election Day	520	0	0.00 %						
2003	Vote by Mail	520	386	74.23 %	119	113	173	136	105	186
2003	Provisional	520	4	0.77 %		1		1	1	

1 John C. Fremont Healthcare District Director 2 JCF Healthcare District Director, Partial Term

		Registered Voters	Voters Cast	Turnout (%)	1 ROSE FLUHARTY	1 ROBERT "BOB" PICKARD	1 SUZETTE PRUE	1 JESSE BULLIS	2 TERESA JOHNSON	2 JOSEPH EC ROGERS
2003	Total	520	390	75.00 %	119	114	173	137	106	186
2004	Election Day	272	0	0.00 %						
2004	Vote by Mail	272	223	81.99 %	73	76	95	102	83	86
2004	Provisional	272	2	0.74 %		1	1		1	1
2004	Total	272	225	82.72 %	73	77	96	102	84	87
2005	Election Day	674	0	0.00 %						
2005	Vote by Mail	674	513	76.11 %	138	139	216	181	184	189
2005	Provisional	674	13	1.93 %	2	3	5	4	6	1
2005	Total	674	526	78.04 %	140	142	221	185	190	190
2006	Election Day	308	0	0.00 %						
2006	Vote by Mail	308	258	83.77 %	92	85	102	84	79	111
2006	Provisional	308	2	0.65 %						
2006	Total	308	260	84.42 %	92	85	102	84	79	111
District 2	Election Day	2302	0	0.00 %						
District 2	Vote by Mail	2302	1765	76.67 %	538	556	760	630	594	737
District 2	Provisional	2302	27	1.17 %	2	9	8	5	11	4
District 2	Total	2302	1792	77.85 %	540	565	768	635	605	741
3001	Election Day	582	0	0.00 %						
3001	Vote by Mail	582	480	82.47 %	202	166	166	202	188	164
3001	Provisional	582	5	0.86 %				1		
3001	Total	582	485	83.33 %	202	166	166	203	188	164
3002	Election Day	285	0	0.00 %						
3002	Vote by Mail	285	242	84.91 %	94	96	93	119	94	108
3002	Provisional	285	1	0.35 %		1			1	
3002	Total	285	243	85.26 %	94	97	93	119	95	108
3003	Election Day	328	0	0.00 %						
3003	Vote by Mail	328	256	78.05 %	109	96	107	94	113	85
3003	Provisional	328	5	1.52 %	3	1	1	2	3	1
3003	Total	328	261	79.57 %	112	97	108	96	116	86
3004	Election Day	629	0	0.00 %						
3004	Vote by Mail	629	513	81.56 %	211	180	195	190	219	178
3004	Provisional	629	17	2.70 %	5	5	5	6	6	5
3004	Total	629	530	84.26 %	216	185	200	196	225	183
3005	Election Day	258	0	0.00 %						
3005	Vote by Mail	258	220	85.27 %	98	88	93	99	76	96
3005	Provisional	258	3	1.16 %	1			1		2
3005	Total	258	223	86.43 %	99	88	93	100	76	98
3006	Election Day	193	0	0.00 %						
3006	Vote by Mail	193	143	74.09 %	40	54	53	80	56	58
3006	Provisional	193	2	1.04 %		1				
3006	Total	193	145	75.13 %	40	55	53	80	56	58
District 3	Election Day	2275	0	0.00 %						
District 3	Vote by Mail	2275	1854	81.49 %	754	680	707	784	746	689
District 3	Provisional	2275	33	1.45 %	9	8	6	10	10	8
District 3	Total	2275	1887	82.95 %	763	688	713	794	756	697

1 John C. Fremont Healthcare District Director 2 JCF Healthcare District Director, Partial Term

		Registered Voters	Voters Cast	Turnout (%)	1 ROSE FLUHARTY	1 ROBERT "BOB" PICKARD	1 SUZETTE PRUE	1 JESSE BULLIS	2 TERESA JOHNSON	2 JOSEPH EC ROGERS
4001	Election Day	819	0	0.00 %						
4001	Vote by Mail	819	674	82.30 %	311	277	282	310	286	259
4001	Provisional	819	12	1.47 %	4	4	4	4	4	3
4001	Total	819	686	83.76 %	315	281	286	314	290	262
4002	Election Day	758	0	0.00 %						
4002	Vote by Mail	758	633	83.51 %	278	229	252	276	259	232
4002	Provisional	758	10	1.32 %	1	4	3	4	3	1
4002	Total	758	643	84.83 %	279	233	255	280	262	233
4003	Election Day	661	0	0.00 %						
4003	Vote by Mail	661	544	82.30 %	217	221	191	239	219	188
4003	Provisional	661	11	1.66 %			2	6	4	2
4003	Total	661	555	83.96 %	217	221	193	245	223	190
District 4	Election Day	2238	0	0.00 %						
District 4	Vote by Mail	2238	1851	82.71 %	806	727	725	825	764	679
District 4	Provisional	2238	33	1.47 %	5	8	9	14	11	6
District 4	Total	2238	1884	84.18 %	811	735	734	839	775	685
5001	Election Day	686	0	0.00 %						
5001	Vote by Mail	686	579	84.40 %	233	214	205	234	262	177
5001	Provisional	686	10	1.46 %	2	1	2	2	3	
5001	Total	686	589	85.86 %	235	215	207	236	265	177
5002	Election Day	604	0	0.00 %						
5002	Vote by Mail	604	512	84.77 %	214	194	158	223	188	195
5002	Provisional	604	7	1.16 %	3	1		4	4	
5002	Total	604	519	85.93 %	217	195	158	227	192	195
5004	Election Day	629	0	0.00 %						
5004	Vote by Mail	629	523	83.15 %	221	209	210	211	224	170
5004	Provisional	629	9	1.43 %	2	1	2	4	5	2
5004	Total	629	532	84.58 %	223	210	212	215	229	172
5005	Election Day	484	0	0.00 %						
5005	Vote by Mail	484	398	82.23 %	156	144	148	187	177	135
5005	Provisional	484	6	1.24 %	1	2	3	2	1	3
5005	Total	484	404	83.47 %	157	146	151	189	178	138
District 5	Election Day	2403	0	0.00 %						
District 5	Vote by Mail	2403	2012	83.73 %	824	761	721	855	851	677
District 5	Provisional	2403	32	1.33 %	8	5	7	12	13	5
District 5	Total	2403	2044	85.06 %	832	766	728	867	864	682
Total - Election Day		11633	0	0.00 %						
Total - Vote by Mail		11633	9453	81.26 %	3709	3326	3705	3810	3732	3434
Total - Provisional		11633	163	1.40 %	33	38	37	54	67	25
Contest Total		11633	9616	82.66 %	3742	3364	3742	3864	3799	3459

					1 State Proposition 2			2 State Proposition 3			3 State Proposition 4	
		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO		2 YES	2 NO		3 YES	3 NO
1001	Election Day	267	0	0.00 %								
1001	Vote by Mail	267	218	81.65 %	172	35		186	26		185	24
1001	Provisional	267	6	2.25 %	6			3	3		5	1
1001	Total	267	224	83.90 %	178	35		189	29		190	25
1002	Election Day	210	0	0.00 %								
1002	Vote by Mail	210	166	79.05 %	86	70		88	69		90	71
1002	Provisional	210	4	1.90 %	3	1		1	2		2	2
1002	Total	210	170	80.95 %	89	71		89	71		92	73
1003	Election Day	466	0	0.00 %								
1003	Vote by Mail	466	375	80.47 %	188	168		204	154		202	153
1003	Provisional	466	9	1.93 %	4	4		4	4		4	4
1003	Total	466	384	82.40 %	192	172		208	158		206	157
1004	Election Day	48	0	0.00 %								
1004	Vote by Mail	48	46	95.83 %	17	27		27	16		27	18
1004	Provisional	48	1	2.08 %	1			1			1	
1004	Total	48	47	97.92 %	18	27		28	16		28	18
1005	Election Day	312	0	0.00 %								
1005	Vote by Mail	312	229	73.40 %	151	56		170	41		162	42
1005	Provisional	312	2	0.64 %	2			2			2	
1005	Total	312	231	74.04 %	153	56		172	41		164	42
1006	Election Day	386	0	0.00 %								
1006	Vote by Mail	386	319	82.64 %	140	168		144	157		137	170
1006	Provisional	386	5	1.30 %	5			2	3		4	1
1006	Total	386	324	83.94 %	145	168		146	160		141	171
1008	Election Day	604	0	0.00 %								
1008	Vote by Mail	604	513	84.93 %	216	276		200	293		201	297
1008	Provisional	604	8	1.32 %	3	3		2	4		2	4
1008	Total	604	521	86.26 %	219	279		202	297		203	301
1009	Election Day	122	0	0.00 %								
1009	Vote by Mail	122	105	86.07 %	55	43		67	37		63	39
1009	Provisional	122	3	2.46 %	1	2		3			1	2
1009	Total	122	108	88.52 %	56	45		70	37		64	41
District 1	Election Day	2415	0	0.00 %								
District 1	Vote by Mail	2415	1971	81.61 %	1025	843		1086	793		1067	814
District 1	Provisional	2415	38	1.57 %	25	10		18	16		21	14
District 1	Total	2415	2009	83.19 %	1050	853		1104	809		1088	828
2001	Election Day	0	0									
2001	Vote by Mail	0	0									
2001	Provisional	0	0									
2001	Total	0	0									
2002	Election Day	528	0	0.00 %								
2002	Vote by Mail	528	385	72.92 %	149	218		110	252		129	239
2002	Provisional	528	6	1.14 %	2	3			5		2	3
2002	Total	528	391	74.05 %	151	221		110	257		131	242
2003	Election Day	520	0	0.00 %								
2003	Vote by Mail	520	386	74.23 %	139	231		128	244		134	238
2003	Provisional	520	4	0.77 %	1	2		1	2		1	2

1 State Proposition 2 2 State Proposition 3 3 State Proposition 4

		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO	2 YES	2 NO	3 YES	3 NO
2003	Total	520	390	75.00 %	140	233	129	246	135	240
2004	Election Day	272	0	0.00 %						
2004	Vote by Mail	272	223	81.99 %	91	120	104	103	89	119
2004	Provisional	272	2	0.74 %	1	1	1	1	2	
2004	Total	272	225	82.72 %	92	121	105	104	91	119
2005	Election Day	674	0	0.00 %						
2005	Vote by Mail	674	513	76.11 %	220	283	191	312	220	277
2005	Provisional	674	13	1.93 %	7	3	3	7	9	2
2005	Total	674	526	78.04 %	227	286	194	319	229	279
2006	Election Day	308	0	0.00 %						
2006	Vote by Mail	308	258	83.77 %	108	141	99	145	92	157
2006	Provisional	308	2	0.65 %	2		1	1	2	
2006	Total	308	260	84.42 %	110	141	100	146	94	157
District 2	Election Day	2302	0	0.00 %						
District 2	Vote by Mail	2302	1765	76.67 %	707	993	632	1056	664	1030
District 2	Provisional	2302	27	1.17 %	13	9	6	16	16	7
District 2	Total	2302	1792	77.85 %	720	1002	638	1072	680	1037
3001	Election Day	582	0	0.00 %						
3001	Vote by Mail	582	480	82.47 %	193	274	176	287	151	316
3001	Provisional	582	5	0.86 %	3	1	2	2	2	1
3001	Total	582	485	83.33 %	196	275	178	289	153	317
3002	Election Day	285	0	0.00 %						
3002	Vote by Mail	285	242	84.91 %	90	134	83	144	69	160
3002	Provisional	285	1	0.35 %		1		1	1	
3002	Total	285	243	85.26 %	90	135	83	145	70	160
3003	Election Day	328	0	0.00 %						
3003	Vote by Mail	328	256	78.05 %	120	120	106	139	99	141
3003	Provisional	328	5	1.52 %	3	1	2	2	3	1
3003	Total	328	261	79.57 %	123	121	108	141	102	142
3004	Election Day	629	0	0.00 %						
3004	Vote by Mail	629	513	81.56 %	245	234	227	257	215	269
3004	Provisional	629	17	2.70 %	6	8	4	11	5	9
3004	Total	629	530	84.26 %	251	242	231	268	220	278
3005	Election Day	258	0	0.00 %						
3005	Vote by Mail	258	220	85.27 %	80	130	73	139	60	149
3005	Provisional	258	3	1.16 %	2		1	2	1	2
3005	Total	258	223	86.43 %	82	130	74	141	61	151
3006	Election Day	193	0	0.00 %						
3006	Vote by Mail	193	143	74.09 %	53	84	43	96	43	94
3006	Provisional	193	2	1.04 %		1		1		1
3006	Total	193	145	75.13 %	53	85	43	97	43	95
District 3	Election Day	2275	0	0.00 %						
District 3	Vote by Mail	2275	1854	81.49 %	781	976	708	1062	637	1129
District 3	Provisional	2275	33	1.45 %	14	12	9	19	12	14
District 3	Total	2275	1887	82.95 %	795	988	717	1081	649	1143

1 State Proposition 2 2 State Proposition 3 3 State Proposition 4

		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO	2 YES	2 NO	3 YES	3 NO
4001	Election Day	819	0	0.00 %						
4001	Vote by Mail	819	674	82.30 %	351	292	327	316	348	304
4001	Provisional	819	12	1.47 %	7	5	6	6	8	4
4001	Total	819	686	83.76 %	358	297	333	322	356	308
4002	Election Day	758	0	0.00 %						
4002	Vote by Mail	758	633	83.51 %	285	312	330	256	304	295
4002	Provisional	758	10	1.32 %	5	4	6	3	5	3
4002	Total	758	643	84.83 %	290	316	336	259	309	298
4003	Election Day	661	0	0.00 %						
4003	Vote by Mail	661	544	82.30 %	229	289	215	299	221	297
4003	Provisional	661	11	1.66 %	1	5	2	6	4	4
4003	Total	661	555	83.96 %	230	294	217	305	225	301
District 4	Election Day	2238	0	0.00 %						
District 4	Vote by Mail	2238	1851	82.71 %	865	893	872	871	873	896
District 4	Provisional	2238	33	1.47 %	13	14	14	15	17	11
District 4	Total	2238	1884	84.18 %	878	907	886	886	890	907
5001	Election Day	686	0	0.00 %						
5001	Vote by Mail	686	579	84.40 %	196	349	227	312	217	331
5001	Provisional	686	10	1.46 %	3	4	2	5	1	6
5001	Total	686	589	85.86 %	199	353	229	317	218	337
5002	Election Day	604	0	0.00 %						
5002	Vote by Mail	604	512	84.77 %	199	276	184	294	216	270
5002	Provisional	604	7	1.16 %	3	3	1	5	2	5
5002	Total	604	519	85.93 %	202	279	185	299	218	275
5004	Election Day	629	0	0.00 %						
5004	Vote by Mail	629	523	83.15 %	232	261	218	283	208	292
5004	Provisional	629	9	1.43 %	6	3	6	3	8	
5004	Total	629	532	84.58 %	238	264	224	286	216	292
5005	Election Day	484	0	0.00 %						
5005	Vote by Mail	484	398	82.23 %	200	178	167	210	161	222
5005	Provisional	484	6	1.24 %	3	3	3	3	3	3
5005	Total	484	404	83.47 %	203	181	170	213	164	225
District 5	Election Day	2403	0	0.00 %						
District 5	Vote by Mail	2403	2012	83.73 %	827	1064	796	1099	802	1115
District 5	Provisional	2403	32	1.33 %	15	13	12	16	14	14
District 5	Total	2403	2044	85.06 %	842	1077	808	1115	816	1129
Total - Election Day		11633	0	0.00 %						
Total - Vote by Mail		11633	9453	81.26 %	4205	4769	4094	4881	4043	4984
Total - Provisional		11633	163	1.40 %	80	58	59	82	80	60
Contest Total		11633	9616	82.66 %	4285	4827	4153	4963	4123	5044

1 State Proposition 5 2 State Proposition 6 3 State Proposition 32

		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO	2 YES	2 NO	3 YES	3 NO
1001	Election Day	267	0	0.00 %						
1001	Vote by Mail	267	218	81.65 %	160	46	167	38	170	38
1001	Provisional	267	6	2.25 %	5	1	2	4	5	1
1001	Total	267	224	83.90 %	165	47	169	42	175	39
1002	Election Day	210	0	0.00 %						
1002	Vote by Mail	210	166	79.05 %	69	86	71	84	71	85
1002	Provisional	210	4	1.90 %	2	2	2	2	2	2
1002	Total	210	170	80.95 %	71	88	73	86	73	87
1003	Election Day	466	0	0.00 %						
1003	Vote by Mail	466	375	80.47 %	156	198	142	198	162	185
1003	Provisional	466	9	1.93 %	4	4	4	4	4	3
1003	Total	466	384	82.40 %	160	202	146	202	166	188
1004	Election Day	48	0	0.00 %						
1004	Vote by Mail	48	46	95.83 %	13	31	19	25	13	32
1004	Provisional	48	1	2.08 %	1		1			1
1004	Total	48	47	97.92 %	14	31	20	25	13	33
1005	Election Day	312	0	0.00 %						
1005	Vote by Mail	312	229	73.40 %	128	70	130	64	137	65
1005	Provisional	312	2	0.64 %	1	1	1	1	2	
1005	Total	312	231	74.04 %	129	71	131	65	139	65
1006	Election Day	386	0	0.00 %						
1006	Vote by Mail	386	319	82.64 %	91	214	95	207	102	205
1006	Provisional	386	5	1.30 %	5		2	3	3	2
1006	Total	386	324	83.94 %	96	214	97	210	105	207
1008	Election Day	604	0	0.00 %						
1008	Vote by Mail	604	513	84.93 %	108	385	108	387	122	375
1008	Provisional	604	8	1.32 %	1	4	3	2	3	4
1008	Total	604	521	86.26 %	109	389	111	389	125	379
1009	Election Day	122	0	0.00 %						
1009	Vote by Mail	122	105	86.07 %	51	50	47	49	48	51
1009	Provisional	122	3	2.46 %	1	2	1	2	2	1
1009	Total	122	108	88.52 %	52	52	48	51	50	52
District 1	Election Day	2415	0	0.00 %						
District 1	Vote by Mail	2415	1971	81.61 %	776	1080	779	1052	825	1036
District 1	Provisional	2415	38	1.57 %	20	14	16	18	21	14
District 1	Total	2415	2009	83.19 %	796	1094	795	1070	846	1050
2001	Election Day	0	0							
2001	Vote by Mail	0	0							
2001	Provisional	0	0							
2001	Total	0	0							
2002	Election Day	528	0	0.00 %						
2002	Vote by Mail	528	385	72.92 %	73	292	84	285	71	297
2002	Provisional	528	6	1.14 %	3	2	1	4	2	3
2002	Total	528	391	74.05 %	76	294	85	289	73	300
2003	Election Day	520	0	0.00 %						
2003	Vote by Mail	520	386	74.23 %	61	311	83	285	89	284
2003	Provisional	520	4	0.77 %	1	3	1	3	1	3

1 State Proposition 5 2 State Proposition 6 3 State Proposition 32

		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO	2 YES	2 NO	3 YES	3 NO
2003	Total	520	390	75.00 %	62	314	84	288	90	287
2004	Election Day	272	0	0.00 %						
2004	Vote by Mail	272	223	81.99 %	59	149	62	144	76	132
2004	Provisional	272	2	0.74 %	1	1	2		1	1
2004	Total	272	225	82.72 %	60	150	64	144	77	133
2005	Election Day	674	0	0.00 %						
2005	Vote by Mail	674	513	76.11 %	160	342	160	340	159	341
2005	Provisional	674	13	1.93 %	9	2	7	4	6	5
2005	Total	674	526	78.04 %	169	344	167	344	165	346
2006	Election Day	308	0	0.00 %						
2006	Vote by Mail	308	258	83.77 %	57	192	57	187	60	188
2006	Provisional	308	2	0.65 %		2	2		1	1
2006	Total	308	260	84.42 %	57	194	59	187	61	189
District 2	Election Day	2302	0	0.00 %						
District 2	Vote by Mail	2302	1765	76.67 %	410	1286	446	1241	455	1242
District 2	Provisional	2302	27	1.17 %	14	10	13	11	11	13
District 2	Total	2302	1792	77.85 %	424	1296	459	1252	466	1255
3001	Election Day	582	0	0.00 %						
3001	Vote by Mail	582	480	82.47 %	102	364	119	346	114	353
3001	Provisional	582	5	0.86 %	2	2	2	2	2	2
3001	Total	582	485	83.33 %	104	366	121	348	116	355
3002	Election Day	285	0	0.00 %						
3002	Vote by Mail	285	242	84.91 %	43	183	53	169	48	175
3002	Provisional	285	1	0.35 %		1		1	1	
3002	Total	285	243	85.26 %	43	184	53	170	49	175
3003	Election Day	328	0	0.00 %						
3003	Vote by Mail	328	256	78.05 %	64	180	79	160	70	170
3003	Provisional	328	5	1.52 %	2	2	2	2	3	1
3003	Total	328	261	79.57 %	66	182	81	162	73	171
3004	Election Day	629	0	0.00 %						
3004	Vote by Mail	629	513	81.56 %	137	340	148	327	158	325
3004	Provisional	629	17	2.70 %	5	9	5	9	4	11
3004	Total	629	530	84.26 %	142	349	153	336	162	336
3005	Election Day	258	0	0.00 %						
3005	Vote by Mail	258	220	85.27 %	43	168	49	161	51	163
3005	Provisional	258	3	1.16 %		3	2	1	2	1
3005	Total	258	223	86.43 %	43	171	51	162	53	164
3006	Election Day	193	0	0.00 %						
3006	Vote by Mail	193	143	74.09 %	27	110	23	112	38	99
3006	Provisional	193	2	1.04 %		1		1		1
3006	Total	193	145	75.13 %	27	111	23	113	38	100
District 3	Election Day	2275	0	0.00 %						
District 3	Vote by Mail	2275	1854	81.49 %	416	1345	471	1275	479	1285
District 3	Provisional	2275	33	1.45 %	9	18	11	16	12	16
District 3	Total	2275	1887	82.95 %	425	1363	482	1291	491	1301

1 State Proposition 5 2 State Proposition 6 3 State Proposition 32

		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO	2 YES	2 NO	3 YES	3 NO
4001	Election Day	819	0	0.00 %						
4001	Vote by Mail	819	674	82.30 %	260	384	252	387	248	399
4001	Provisional	819	12	1.47 %	6	6	4	6	8	4
4001	Total	819	686	83.76 %	266	390	256	393	256	403
4002	Election Day	758	0	0.00 %						
4002	Vote by Mail	758	633	83.51 %	233	356	214	372	237	358
4002	Provisional	758	10	1.32 %	4	4	4	3	4	3
4002	Total	758	643	84.83 %	237	360	218	375	241	361
4003	Election Day	661	0	0.00 %						
4003	Vote by Mail	661	544	82.30 %	120	392	145	365	145	365
4003	Provisional	661	11	1.66 %	3	4	2	4	3	5
4003	Total	661	555	83.96 %	123	396	147	369	148	370
District 4	Election Day	2238	0	0.00 %						
District 4	Vote by Mail	2238	1851	82.71 %	613	1132	611	1124	630	1122
District 4	Provisional	2238	33	1.47 %	13	14	10	13	15	12
District 4	Total	2238	1884	84.18 %	626	1146	621	1137	645	1134
5001	Election Day	686	0	0.00 %						
5001	Vote by Mail	686	579	84.40 %	129	412	142	401	146	403
5001	Provisional	686	10	1.46 %	2	5	2	5	1	6
5001	Total	686	589	85.86 %	131	417	144	406	147	409
5002	Election Day	604	0	0.00 %						
5002	Vote by Mail	604	512	84.77 %	126	357	158	318	155	324
5002	Provisional	604	7	1.16 %	3	4	2	4	3	2
5002	Total	604	519	85.93 %	129	361	160	322	158	326
5004	Election Day	629	0	0.00 %						
5004	Vote by Mail	629	523	83.15 %	137	362	146	351	153	347
5004	Provisional	629	9	1.43 %	5	3		8	6	3
5004	Total	629	532	84.58 %	142	365	146	359	159	350
5005	Election Day	484	0	0.00 %						
5005	Vote by Mail	484	398	82.23 %	117	258	121	257	136	246
5005	Provisional	484	6	1.24 %	1	5	2	3	1	4
5005	Total	484	404	83.47 %	118	263	123	260	137	250
District 5	Election Day	2403	0	0.00 %						
District 5	Vote by Mail	2403	2012	83.73 %	509	1389	567	1327	590	1320
District 5	Provisional	2403	32	1.33 %	11	17	6	20	11	15
District 5	Total	2403	2044	85.06 %	520	1406	573	1347	601	1335
Total - Election Day		11633	0	0.00 %						
Total - Vote by Mail		11633	9453	81.26 %	2724	6232	2874	6019	2979	6005
Total - Provisional		11633	163	1.40 %	67	73	56	78	70	70
Contest Total		11633	9616	82.66 %	2791	6305	2930	6097	3049	6075

					1 State Proposition 33			2 State Proposition 34			3 State Proposition 35	
		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO		2 YES	2 NO		3 YES	3 NO
1001	Election Day	267	0	0.00 %								
1001	Vote by Mail	267	218	81.65 %	135	62		68	122		169	33
1001	Provisional	267	6	2.25 %	4			4	1		5	1
1001	Total	267	224	83.90 %	139	62		72	123		174	34
1002	Election Day	210	0	0.00 %								
1002	Vote by Mail	210	166	79.05 %	51	101		64	86		102	52
1002	Provisional	210	4	1.90 %	2	2		2	1		3	1
1002	Total	210	170	80.95 %	53	103		66	87		105	53
1003	Election Day	466	0	0.00 %								
1003	Vote by Mail	466	375	80.47 %	110	232		148	189		228	126
1003	Provisional	466	9	1.93 %	2	6		6	2		4	3
1003	Total	466	384	82.40 %	112	238		154	191		232	129
1004	Election Day	48	0	0.00 %								
1004	Vote by Mail	48	46	95.83 %	4	39		14	29		24	21
1004	Provisional	48	1	2.08 %		1		1			1	
1004	Total	48	47	97.92 %	4	40		15	29		25	21
1005	Election Day	312	0	0.00 %								
1005	Vote by Mail	312	229	73.40 %	128	62		94	103		159	44
1005	Provisional	312	2	0.64 %	2			2			2	
1005	Total	312	231	74.04 %	130	62		96	103		161	44
1006	Election Day	386	0	0.00 %								
1006	Vote by Mail	386	319	82.64 %	75	226		147	154		186	118
1006	Provisional	386	5	1.30 %	4	1		5			4	1
1006	Total	386	324	83.94 %	79	227		152	154		190	119
1008	Election Day	604	0	0.00 %								
1008	Vote by Mail	604	513	84.93 %	115	380		231	251		277	215
1008	Provisional	604	8	1.32 %	2	3		4	1		4	1
1008	Total	604	521	86.26 %	117	383		235	252		281	216
1009	Election Day	122	0	0.00 %								
1009	Vote by Mail	122	105	86.07 %	37	60		35	57		60	35
1009	Provisional	122	3	2.46 %	1	2		1	2			3
1009	Total	122	108	88.52 %	38	62		36	59		60	38
District 1	Election Day	2415	0	0.00 %								
District 1	Vote by Mail	2415	1971	81.61 %	655	1162		801	991		1205	644
District 1	Provisional	2415	38	1.57 %	17	15		25	7		23	10
District 1	Total	2415	2009	83.19 %	672	1177		826	998		1228	654
2001	Election Day	0	0									
2001	Vote by Mail	0	0									
2001	Provisional	0	0									
2001	Total	0	0									
2002	Election Day	528	0	0.00 %								
2002	Vote by Mail	528	385	72.92 %	79	287		182	179		201	166
2002	Provisional	528	6	1.14 %	3	2		3	2		3	2
2002	Total	528	391	74.05 %	82	289		185	181		204	168
2003	Election Day	520	0	0.00 %								
2003	Vote by Mail	520	386	74.23 %	75	292		202	169		219	152
2003	Provisional	520	4	0.77 %	1	2		1	1			3

					1 State Proposition 33		2 State Proposition 34		3 State Proposition 35	
		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO	2 YES	2 NO	3 YES	3 NO
2003	Total	520	390	75.00 %	76	294	203	170	219	155
2004	Election Day	272	0	0.00 %						
2004	Vote by Mail	272	223	81.99 %	52	154	99	99	114	91
2004	Provisional	272	2	0.74 %	1	1		2	1	1
2004	Total	272	225	82.72 %	53	155	99	101	115	92
2005	Election Day	674	0	0.00 %						
2005	Vote by Mail	674	513	76.11 %	132	366	241	250	309	192
2005	Provisional	674	13	1.93 %	6	5	8	3	10	1
2005	Total	674	526	78.04 %	138	371	249	253	319	193
2006	Election Day	308	0	0.00 %						
2006	Vote by Mail	308	258	83.77 %	54	191	129	110	135	109
2006	Provisional	308	2	0.65 %	1	1	1		2	
2006	Total	308	260	84.42 %	55	192	130	110	137	109
District 2	Election Day	2302	0	0.00 %						
District 2	Vote by Mail	2302	1765	76.67 %	392	1290	853	807	978	710
District 2	Provisional	2302	27	1.17 %	12	11	13	8	16	7
District 2	Total	2302	1792	77.85 %	404	1301	866	815	994	717
3001	Election Day	582	0	0.00 %						
3001	Vote by Mail	582	480	82.47 %	91	375	221	228	248	214
3001	Provisional	582	5	0.86 %	2	2	2	2	3	1
3001	Total	582	485	83.33 %	93	377	223	230	251	215
3002	Election Day	285	0	0.00 %						
3002	Vote by Mail	285	242	84.91 %	45	177	104	112	116	110
3002	Provisional	285	1	0.35 %	1		1			1
3002	Total	285	243	85.26 %	46	177	105	112	116	111
3003	Election Day	328	0	0.00 %						
3003	Vote by Mail	328	256	78.05 %	67	169	114	122	140	97
3003	Provisional	328	5	1.52 %	1	2	2	1	3	1
3003	Total	328	261	79.57 %	68	171	116	123	143	98
3004	Election Day	629	0	0.00 %						
3004	Vote by Mail	629	513	81.56 %	116	361	242	233	301	184
3004	Provisional	629	17	2.70 %	4	10	5	8	5	8
3004	Total	629	530	84.26 %	120	371	247	241	306	192
3005	Election Day	258	0	0.00 %						
3005	Vote by Mail	258	220	85.27 %	41	165	109	96	111	98
3005	Provisional	258	3	1.16 %	2	1	2		3	
3005	Total	258	223	86.43 %	43	166	111	96	114	98
3006	Election Day	193	0	0.00 %						
3006	Vote by Mail	193	143	74.09 %	21	116	52	80	66	70
3006	Provisional	193	2	1.04 %		1		1		1
3006	Total	193	145	75.13 %	21	117	52	81	66	71
District 3	Election Day	2275	0	0.00 %						
District 3	Vote by Mail	2275	1854	81.49 %	381	1363	842	871	982	773
District 3	Provisional	2275	33	1.45 %	10	16	12	12	14	12
District 3	Total	2275	1887	82.95 %	391	1379	854	883	996	785

					1 State Proposition 33		2 State Proposition 34		3 State Proposition 35	
		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO	2 YES	2 NO	3 YES	3 NO
4001	Election Day	819	0	0.00 %						
4001	Vote by Mail	819	674	82.30 %	192	452	314	311	450	190
4001	Provisional	819	12	1.47 %	3	8	9	2	7	4
4001	Total	819	686	83.76 %	195	460	323	313	457	194
4002	Election Day	758	0	0.00 %						
4002	Vote by Mail	758	633	83.51 %	194	393	250	318	346	243
4002	Provisional	758	10	1.32 %	3	5	5	3	3	4
4002	Total	758	643	84.83 %	197	398	255	321	349	247
4003	Election Day	661	0	0.00 %						
4003	Vote by Mail	661	544	82.30 %	107	399	236	270	289	221
4003	Provisional	661	11	1.66 %	2	5	2	5	3	3
4003	Total	661	555	83.96 %	109	404	238	275	292	224
District 4	Election Day	2238	0	0.00 %						
District 4	Vote by Mail	2238	1851	82.71 %	493	1244	800	899	1085	654
District 4	Provisional	2238	33	1.47 %	8	18	16	10	13	11
District 4	Total	2238	1884	84.18 %	501	1262	816	909	1098	665
5001	Election Day	686	0	0.00 %						
5001	Vote by Mail	686	579	84.40 %	121	422	262	264	284	263
5001	Provisional	686	10	1.46 %	2	5	3	3	3	4
5001	Total	686	589	85.86 %	123	427	265	267	287	267
5002	Election Day	604	0	0.00 %						
5002	Vote by Mail	604	512	84.77 %	127	351	235	238	263	211
5002	Provisional	604	7	1.16 %		4	1	4	2	3
5002	Total	604	519	85.93 %	127	355	236	242	265	214
5004	Election Day	629	0	0.00 %						
5004	Vote by Mail	629	523	83.15 %	125	369	276	217	301	200
5004	Provisional	629	9	1.43 %	2	6	4	4	6	3
5004	Total	629	532	84.58 %	127	375	280	221	307	203
5005	Election Day	484	0	0.00 %						
5005	Vote by Mail	484	398	82.23 %	104	271	183	185	231	148
5005	Provisional	484	6	1.24 %	1	4	2	3	3	2
5005	Total	484	404	83.47 %	105	275	185	188	234	150
District 5	Election Day	2403	0	0.00 %						
District 5	Vote by Mail	2403	2012	83.73 %	477	1413	956	904	1079	822
District 5	Provisional	2403	32	1.33 %	5	19	10	14	14	12
District 5	Total	2403	2044	85.06 %	482	1432	966	918	1093	834
Total - Election Day		11633	0	0.00 %						
Total - Vote by Mail		11633	9453	81.26 %	2398	6472	4252	4472	5329	3603
Total - Provisional		11633	163	1.40 %	52	79	76	51	80	52
Contest Total		11633	9616	82.66 %	2450	6551	4328	4523	5409	3655

1 State Proposition 36

		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO
1001	Election Day	267	0	0.00 %		
1001	Vote by Mail	267	218	81.65 %	56	145
1001	Provisional	267	6	2.25 %	1	3
1001	Total	267	224	83.90 %	57	148
1002	Election Day	210	0	0.00 %		
1002	Vote by Mail	210	166	79.05 %	83	74
1002	Provisional	210	4	1.90 %	2	2
1002	Total	210	170	80.95 %	85	76
1003	Election Day	466	0	0.00 %		
1003	Vote by Mail	466	375	80.47 %	230	122
1003	Provisional	466	9	1.93 %	1	6
1003	Total	466	384	82.40 %	231	128
1004	Election Day	48	0	0.00 %		
1004	Vote by Mail	48	46	95.83 %	27	18
1004	Provisional	48	1	2.08 %	1	
1004	Total	48	47	97.92 %	28	18
1005	Election Day	312	0	0.00 %		
1005	Vote by Mail	312	229	73.40 %	94	101
1005	Provisional	312	2	0.64 %	2	
1005	Total	312	231	74.04 %	96	101
1006	Election Day	386	0	0.00 %		
1006	Vote by Mail	386	319	82.64 %	237	72
1006	Provisional	386	5	1.30 %	2	3
1006	Total	386	324	83.94 %	239	75
1008	Election Day	604	0	0.00 %		
1008	Vote by Mail	604	513	84.93 %	379	117
1008	Provisional	604	8	1.32 %	4	1
1008	Total	604	521	86.26 %	383	118
1009	Election Day	122	0	0.00 %		
1009	Vote by Mail	122	105	86.07 %	65	35
1009	Provisional	122	3	2.46 %	1	2
1009	Total	122	108	88.52 %	66	37
District 1	Election Day	2415	0	0.00 %		
District 1	Vote by Mail	2415	1971	81.61 %	1171	684
District 1	Provisional	2415	38	1.57 %	14	17
District 1	Total	2415	2009	83.19 %	1185	701
2001	Election Day	0	0			
2001	Vote by Mail	0	0			
2001	Provisional	0	0			
2001	Total	0	0			
2002	Election Day	528	0	0.00 %		
2002	Vote by Mail	528	385	72.92 %	301	70
2002	Provisional	528	6	1.14 %	3	2
2002	Total	528	391	74.05 %	304	72
2003	Election Day	520	0	0.00 %		
2003	Vote by Mail	520	386	74.23 %	284	88
2003	Provisional	520	4	0.77 %	4	

1 State Proposition 36

		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO
2003	Total	520	390	75.00 %	288	88
2004	Election Day	272	0	0.00 %		
2004	Vote by Mail	272	223	81.99 %	147	59
2004	Provisional	272	2	0.74 %	1	1
2004	Total	272	225	82.72 %	148	60
2005	Election Day	674	0	0.00 %		
2005	Vote by Mail	674	513	76.11 %	379	121
2005	Provisional	674	13	1.93 %	7	5
2005	Total	674	526	78.04 %	386	126
2006	Election Day	308	0	0.00 %		
2006	Vote by Mail	308	258	83.77 %	202	47
2006	Provisional	308	2	0.65 %	1	1
2006	Total	308	260	84.42 %	203	48
District 2	Election Day	2302	0	0.00 %		
District 2	Vote by Mail	2302	1765	76.67 %	1313	385
District 2	Provisional	2302	27	1.17 %	16	9
District 2	Total	2302	1792	77.85 %	1329	394
3001	Election Day	582	0	0.00 %		
3001	Vote by Mail	582	480	82.47 %	374	87
3001	Provisional	582	5	0.86 %		4
3001	Total	582	485	83.33 %	374	91
3002	Election Day	285	0	0.00 %		
3002	Vote by Mail	285	242	84.91 %	181	43
3002	Provisional	285	1	0.35 %	1	
3002	Total	285	243	85.26 %	182	43
3003	Election Day	328	0	0.00 %		
3003	Vote by Mail	328	256	78.05 %	177	64
3003	Provisional	328	5	1.52 %	2	2
3003	Total	328	261	79.57 %	179	66
3004	Election Day	629	0	0.00 %		
3004	Vote by Mail	629	513	81.56 %	357	129
3004	Provisional	629	17	2.70 %	8	6
3004	Total	629	530	84.26 %	365	135
3005	Election Day	258	0	0.00 %		
3005	Vote by Mail	258	220	85.27 %	167	44
3005	Provisional	258	3	1.16 %	3	
3005	Total	258	223	86.43 %	170	44
3006	Election Day	193	0	0.00 %		
3006	Vote by Mail	193	143	74.09 %	106	33
3006	Provisional	193	2	1.04 %	1	
3006	Total	193	145	75.13 %	107	33
District 3	Election Day	2275	0	0.00 %		
District 3	Vote by Mail	2275	1854	81.49 %	1362	400
District 3	Provisional	2275	33	1.45 %	15	12
District 3	Total	2275	1887	82.95 %	1377	412

1 State Proposition 36

		Registered Voters	Voters Cast	Turnout (%)	1 YES	1 NO
4001	Election Day	819	0	0.00 %		
4001	Vote by Mail	819	674	82.30 %	451	194
4001	Provisional	819	12	1.47 %	5	6
4001	Total	819	686	83.76 %	456	200
4002	Election Day	758	0	0.00 %		
4002	Vote by Mail	758	633	83.51 %	389	208
4002	Provisional	758	10	1.32 %	5	2
4002	Total	758	643	84.83 %	394	210
4003	Election Day	661	0	0.00 %		
4003	Vote by Mail	661	544	82.30 %	391	124
4003	Provisional	661	11	1.66 %	3	5
4003	Total	661	555	83.96 %	394	129
District 4	Election Day	2238	0	0.00 %		
District 4	Vote by Mail	2238	1851	82.71 %	1231	526
District 4	Provisional	2238	33	1.47 %	13	13
District 4	Total	2238	1884	84.18 %	1244	539
5001	Election Day	686	0	0.00 %		
5001	Vote by Mail	686	579	84.40 %	410	136
5001	Provisional	686	10	1.46 %	6	1
5001	Total	686	589	85.86 %	416	137
5002	Election Day	604	0	0.00 %		
5002	Vote by Mail	604	512	84.77 %	386	95
5002	Provisional	604	7	1.16 %	3	3
5002	Total	604	519	85.93 %	389	98
5004	Election Day	629	0	0.00 %		
5004	Vote by Mail	629	523	83.15 %	377	126
5004	Provisional	629	9	1.43 %	4	3
5004	Total	629	532	84.58 %	381	129
5005	Election Day	484	0	0.00 %		
5005	Vote by Mail	484	398	82.23 %	269	109
5005	Provisional	484	6	1.24 %	3	2
5005	Total	484	404	83.47 %	272	111
District 5	Election Day	2403	0	0.00 %		
District 5	Vote by Mail	2403	2012	83.73 %	1442	466
District 5	Provisional	2403	32	1.33 %	16	9
District 5	Total	2403	2044	85.06 %	1458	475
Total - Election Day		11633	0	0.00 %		
Total - Vote by Mail		11633	9453	81.26 %	6519	2461
Total - Provisional		11633	163	1.40 %	74	60
Contest Total		11633	9616	82.66 %	6593	2521

1 MCUSD Trustee District 5

		Registered Voters	Voters Cast	Turnout (%)	1 JENNI MOORE	1 SOUTHWOOD TONI
5001	Election Day	686	0	0.00 %		
5001	Vote by Mail	686	579	84.40 %	224	279
5001	Provisional	686	10	1.46 %	4	3
5001	Total	686	589	85.86 %	228	282
5002	Election Day	604	0	0.00 %		
5002	Vote by Mail	604	512	84.77 %	217	229
5002	Provisional	604	7	1.16 %	1	5
5002	Total	604	519	85.93 %	218	234
5004	Election Day	629	0	0.00 %		
5004	Vote by Mail	629	523	83.15 %	248	210
5004	Provisional	629	9	1.43 %	4	4
5004	Total	629	532	84.58 %	252	214
5005	Election Day	484	0	0.00 %		
5005	Vote by Mail	484	398	82.23 %	205	151
5005	Provisional	484	6	1.24 %	3	1
5005	Total	484	404	83.47 %	208	152
District 5	Election Day	2403	0	0.00 %		
District 5	Vote by Mail	2403	2012	83.73 %	894	869
District 5	Provisional	2403	32	1.33 %	12	13
District 5	Total	2403	2044	85.06 %	906	882
Total - Election Day		2403	0	0.00 %		
Total - Vote by Mail		2403	2012	83.73 %	894	869
Total - Provisional		2403	32	1.33 %	12	13
Contest Total		2403	2044	85.06 %	906	882

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-559

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Accept the Land Donation from the Simon Family, LLC. for the Expansion of Mariposa County Cemetery in Catheys Valley; Authorize the County Administrative Officer (CAO) to Sign the Necessary Applications and Documents to Process a Lot Line Adjustment (LLA); and Authorize the Board of Supervisors Chair to Sign the Acceptance Upon Completion of the LLA

RECOMMENDATION AND JUSTIFICATION

Accept the Land Donation from the Simon Family, LLC. for the Expansion of Mariposa County Cemetery in Catheys Valley; Authorize the County Administrative Officer (CAO) to Sign the Necessary Applications and Documents to Process a Lot Line Adjustment (LLA); and Authorize the Board of Supervisors Chair to Sign the Acceptance Upon Completion of the LLA.

Mariposa County has several public and private cemeteries, including three county-owned cemeteries in Catheys Valley, Coulterville, and Mariposa. These county cemeteries are available to local residents, but their availability has been limited due to a lack of vacant space. Over the past decade, various Cemetery Committees and county staff have explored numerous options to secure additional cemetery space. These efforts involved evaluating potential sites based on factors such as location, terrain, accessibility, and development costs.

The Simon Family LLC has offered to donate 1.27 acres of land to be merged with the existing 2.78-acre cemetery, creating a total of 4.05 acres for cemetery use. The 1.27 acre additional area will be open to all Mariposa County residents.

County staff engaged with the Catheys Valley Ad Hoc Committee and the Mariposa Town Cemetery Committee, both of which agreed that accepting the proposed donation would benefit all residents of Mariposa County.

The Catheys Valley Cemetery Ad Hoc Committee supports, and the Mariposa Town Cemetery Committee and County staff recommend, the acceptance of this generous donation to expand the Catheys Valley Cemetery by 1.27 aces to accommodate all Mariposa residents.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The last cemetery expansion was an addition to the Mariposa Cemetery on February 27, 1976. Prior to that, the Bailard and Kramer families donated the existing Catheys Valley Cemetery to the County of

Mariposa, which was accepted by the County on May 25, 1971.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Reject the donation and direct the Cemetery Committees to continue the search for additional Cemetery locations. If rejected, County residents will likely need to seek alternative burials outside of the County.

FINANCIAL IMPACT

None

ATTACHMENTS

1. **Option 3**
2. **PrelimSitePlan103024**
3. **LLA application**

VOTE RESULT

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

Site Map

7/16/2024, 3:33:27 PM

1:2,257

0 80 160 320 ft

0 25 50 100 m

County Maintained Roads

Creek/Stream (Unknown)

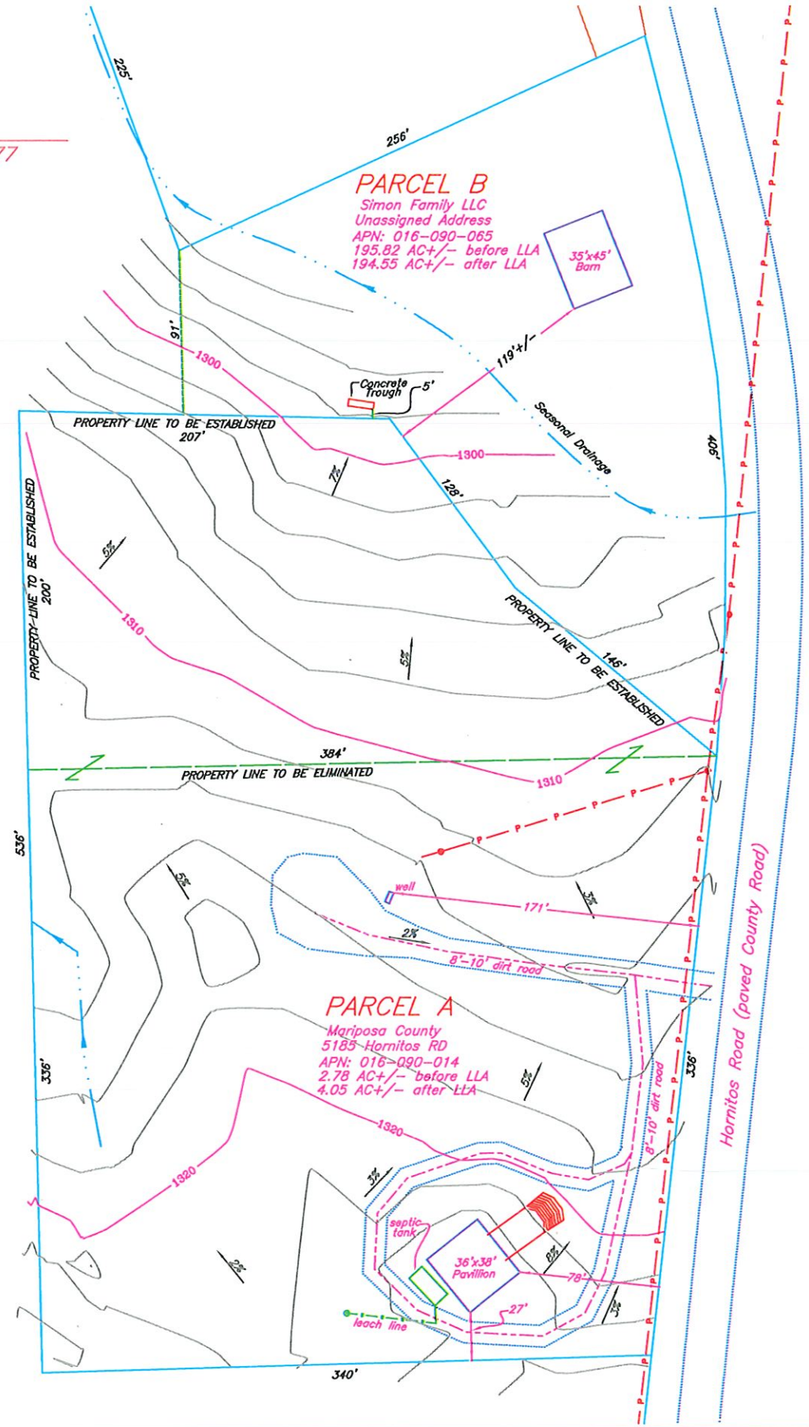
Parcels (Updated Daily)

© 2024 Microsoft Corporation © 2024 Maxar ©CNES (2024) Distribution Airbus DS

Public Works Department

Copyright:© 2013 National Geographic Society, i-cubed | Esri | EE Meriam; April 2012 | Earthstar Geographics |

PREPARED BY:_____
Russell A. Marks, L.S. 6377



SCALE: 1" = 50'

50 0 50 100 150
GRAPHIC SCALE - FEET

SITE PLAN FOR LOT LINE ADJUSTMENT

BETWEEN

MARIPOSA COUNTY PUBLIC WORKS
4639 BEN HUR ROAD
MARIPOSA, CA 95338 (209) 966-5356

AND

SIMON FAMILY LLC
P.O. BOX 186
CATHEYS VALLEY, CA 95306 (209) 769-8427

BETWEEN

APNS: 016-090-014 & 016-090-065, SITUATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 4 & THE NORTHWEST QUARTER OF SECTION 3, T. 6 S., R. 17 E., M.D.M.

MARIPOSA COUNTY CALIFORNIA
OCTOBER 2024 SCALE: 1" = 50'

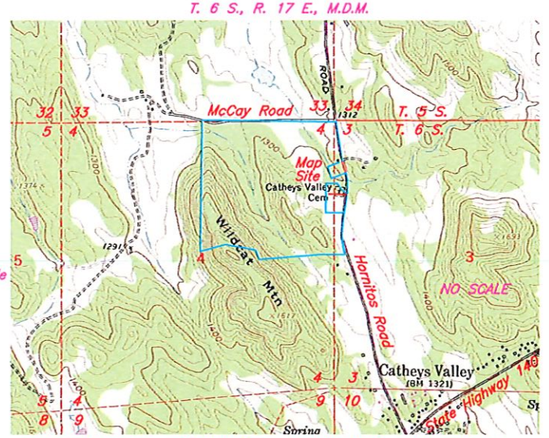
NOTES:

1. Contours are for pictorial purposes only.
2. Contours determined by U.S.G.S. Quad maps and field reconnaissance.
3. Average elevation of parcels: 1310' above sea level.
4. Arrowed lines indicate direction and approximate percent of slope.
5. Distances, acreages, and the location of improvements shown are approximate and tentative.
6. Source of Map Data: Assessor's Maps, recorded maps, deeds, and survey data.
7. —— Indicates property line to be established.
8. — — Indicates property line to be eliminated.
9. — p — Approximate location of power lines.
10. —— Approximate location of drainage lines

PURPOSE:

The purpose of this Lot Line Adjustment is to adjust the property line to provide more area for burial sites in the Catheys Valley Cemetery, as desired by property owners.

VICINITY MAP
T. 6 S., R. 17 E., M.D.M.



MARIPOSA COUNTY PUBLIC WORKS
4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356

CV CEMETARY.crd/CV Cemetary LLA Site Plan.dwg

240201

LOT LINE ADJUSTMENT APPLICATION

Mariposa County Planning Department
5100 Bullion Street, P.O. Box 2039
Mariposa, CA 95338
Telephone (209) 966-5151 FAX (209) 742-5024
www.mariposacounty.org planningdept@mariposacounty.org

FOR OFFICE USE ONLY

Date Submitted _____ Received By _____

Fees Paid $_____ Receipt No. _____ Received By _____

Application No. _____ Application Complete _____

Final Action _____ Date_____

Certificate of Compliance - Document No. _____

APPLICANT INFORMATION

PARCEL A, or 1:

Applicant Name Faris Simon

Mailing Address PO Box 186 Catheys Valley, CA 95306

Daytime Telephone Number (209) 769-8427 E-Mail faris@shultzmountain.com

Property Owner Name Simon Family LLC

PLEASE PROVIDE IF DIFFERENT THAN APPLICANT, OR IF THERE ARE MORE THAN ONE OWNER OF THE PARCEL

PARCEL B, or 2:

Applicant Name Mariposa County Public Works

Mailing Address 4639 Ben Hur Rd, Mariposa CA 95338

Daytime Telephone Number (209) 966-5356 E-Mail rmarks@mariposacounty.org

Property Owner Name Mariposa County

PLEASE PROVIDE IF DIFFERENT THAN APPLICANT, OR IF THERE ARE MORE THAN ONE OWNER OF THE PARCEL

PARCEL C, or 3:

Applicant Name _____

Mailing Address _____

Daytime Telephone Number (_____) _____ E-Mail _____

Property Owner Name _____

PLEASE PROVIDE IF DIFFERENT THAN APPLICANT, OR IF THERE ARE MORE THAN ONE OWNER OF THE PARCEL

If there are more than three applicants, please attach an additional sheet of paper with the information required on each additional applicant. If applicant is not the owner, then complete Agent Authorization section on signature page and attach letter of authorization or other document that authorizes the applicant to submit an application on the owner's behalf. Applicant must also be a lessee, purchaser in escrow, or optionee of the subject property. If there is more than one property owner, please list the name and mailing address of all other individuals holding an interest in the property on an additional sheet of paper.

Agent Name _____

Mailing Address _____ Town _____ Zip Code _____

Daytime Telephone Numbers (_____) _____ (_____) _____

E-mail _____

PARCEL INFORMATION

Driving directions to properties Parcel B is at 5185 Hornitos Rd. Approx. 0.9 miles north of State Hwy 140, within the Catheys Valley TPA.

Purpose of lot line adjustment (providing this information will enable mariposa Planning staff to assist the applicant, should changes to the project be necessary):

To expand the use are of the Catheys Valley Public Cemetery.

Provide the information below for each parcel involved in the lot line adjustment. If there are more than three parcels involved, please attach an additional sheet with the information for each additional parcel.

	Parcel A/1	Parcel B/2	Parcel C/3
Property Address	unassigned	5185 Hornitos Rd	
Assessor's Parcel Number (APN)	016-090-065	016-090-014	
General Plan Land Use	MH, AE	MH	
Zoning Districts	MH, AE,	MH	
Existing Parcel Size (acres)	195.82	2.78	
Proposed Parcel Size (acres)			
Existing Septic System (Y/N)	N	Y	

Associated County applications _____

REQUIRED SIGNATURE(S)

Affidavit

I/we, the undersigned (Property Owner and Applicant), agree to defend, indemnify, and hold harmless the County and its agents, officers and employees from any claim, action or proceeding against the County arising from the Property Owner and Applicant project.

I/we declare under the penalty of perjury that the statements and information submitted in this application are in all respects true and correct to the best of my/our knowledge.

I/we acknowledge that I/we have read and understand the information contained in the application package relating to the submittal and processing of this application.

I/we understand that the processing of the application will be delayed if any required information is incorrect, omitted, or illegible.

I/we declare that if an entity listed below is a Partnership, Limited Liability Corporation, Corporation or Trust the signer(s) below certifies that he/she is authorized by that entity to apply and sign the application attached herewithin.

Property Owner *(printed name):*	**2nd Property Owner** *(printed name):*	**Applicant** *(printed name):*
Property Owner *(signature):*	**2nd Property Owner** *(signature):*	**Applicant** *(signature):*
Date:	Date:	Date:

If there are more than two property owners, additional copies of this page shall be provided.

IMPORTANT: This page must be signed by all property owners and any authorized applicant.

IMPORTANT: Please note that if the property owner/s is/are authorizing someone other than themselves to act as the applicant or agent, the next page must also be signed.

IMPORTANT: Failure to have all necessary signatures will DELAY the commencement of processing the application. The application will be returned to the applicant to provide all necessary signatures.

This page to be signed IF the property owner(s) is (are) authorizing someone to act as an agent or applicant for this application.

Affidavit

Applicant/Agent Authorization:

I/we,_____, Property Owner(s) hereby authorize _____ to act as a representative/Applicant and/or _____ to act as a representative/Agent in all matters pertaining to the processing and approval of this application, including modifying the project, and agree to be bound by all representations and agreements made by the designated Applicant and/or Agent.

I/we declare that if the Property Owner and/or Applicant is a Partnership, Limited Liability Corporation, Corporation or Trust, the individual(s) listed below certifies that he/she/they is/are authorized by that entity to execute the application form attached herewithin.

Property Owner *(printed name):*	**Applicant** *(printed name):*	**Agent** *(printed name):*
Property Owner *(signature):*	**Applicant** *(signature):*	**Agent** *(capacity/title):*
Property Owner *(capacity/title):*	**Applicant** *(capacity/title):*	
Date:	Date:	
2nd Property Owner *(printed name):*	**Co-Applicant** *(printed name):*	
2nd Property Owner *(signature):*	**Co-Applicant** *(signature):*	
Date:	Date:	

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-567

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve a Three Year Service Agreement with Titan Aviation Fuels for the Purchase of Aviation Fuel and Credit Card Processing Services for the Mariposa-Yosemite Airport, in an Amount Not to Exceed $300,000 Per Year; and Authorize the Chair of the Board of Supervisors to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Three Year Service Agreement with Titan Aviation Fuels for the Purchase of Aviation Fuel and Credit Card Processing Services for the Mariposa-Yosemite Airport in an Amount Not to Exceed $300,000 Per Year; and Authorize the Chair of the Board of Supervisors to Sign the Agreement.

The Mariposa-Yosemite Airport requires a reliable supplier for aviation fuel and a secure system for processing credit card transactions related to fuel sales and other airport services. Titan Aviation Fuels has been identified as a reputable provider of aviation fuel and credit card processing services. Partnering with Titan Aviation Fuels will ensure the airport maintains high-quality fuel availability while meeting the operational and financial needs of airport users.

Titan Aviation Fuels provides comprehensive fuel supply solutions, competitive pricing, and robust credit card processing systems that adhere to standard banking practices, ensuring secure and efficient transactions.

The proposed agreement includes:

- The purchase and delivery of aviation fuel to meet the operational needs of the Mariposa-Yosemite Airport.
- Credit card processing services facilitate customer transactions, ensuring compliance with US banking regulations and industry standards.

The agreement will enhance airport operations by providing a consistent and secure system for fuel procurement and transaction processing. Titan Aviation Fuels has extensive experience serving airports of similar size and scope, making them a reliable partner for this critical service.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar agreements for the purchase of motor vehicles fuel in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, the Mariposa-Yosemite Airport would not be able to supply fuel for the aircraft that utilize the facility.

FINANCIAL IMPACT

The costs associated with this agreement will be covered through airport operating funds. The agreement ensures competitive fuel pricing and transaction fees, contributing to the airport's financial sustainability.

ATTACHMENTS

1. **Branded FBO Account Setup Form**
2. **ACH Authorization - New Account**
3. **EFT Form - TAF**
4. **TAF - Atlas Terms and Conditions Updated**
5. **EUA - Municipality - QTPod**
6. **Titan Merchant Operating Procedures**

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-567

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve a Three Year Service Agreement with Titan Aviation Fuels for the Purchase of Aviation Fuel and Credit Card Processing Services for the Mariposa-Yosemite Airport, in an Amount Not to Exceed $300,000 Per Year; and Authorize the Chair of the Board of Supervisors to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve a Three Year Service Agreement with Titan Aviation Fuels for the Purchase of Aviation Fuel and Credit Card Processing Services for the Mariposa-Yosemite Airport in an Amount Not to Exceed $300,000 Per Year; and Authorize the Chair of the Board of Supervisors to Sign the Agreement.

The Mariposa-Yosemite Airport requires a reliable supplier for aviation fuel and a secure system for processing credit card transactions related to fuel sales and other airport services. Titan Aviation Fuels has been identified as a reputable provider of aviation fuel and credit card processing services. Partnering with Titan Aviation Fuels will ensure the airport maintains high-quality fuel availability while meeting the operational and financial needs of airport users.

Titan Aviation Fuels provides comprehensive fuel supply solutions, competitive pricing, and robust credit card processing systems that adhere to standard banking practices, ensuring secure and efficient transactions.

The proposed agreement includes:

- The purchase and delivery of aviation fuel to meet the operational needs of the Mariposa-Yosemite Airport.
- Credit card processing services facilitate customer transactions, ensuring compliance with US banking regulations and industry standards.

The agreement will enhance airport operations by providing a consistent and secure system for fuel procurement and transaction processing. Titan Aviation Fuels has extensive experience serving airports of similar size and scope, making them a reliable partner for this critical service.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved similar agreements for the purchase of motor vehicles fuel in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If not approved, the Mariposa-Yosemite Airport would not be able to supply fuel for the aircraft that utilize the facility.

FINANCIAL IMPACT

The costs associated with this agreement will be covered through airport operating funds. The agreement ensures competitive fuel pricing and transaction fees, contributing to the airport's financial sustainability.

ATTACHMENTS

1. **Branded FBO Account Setup Form**
2. **ACH Authorization - New Account**
3. **EFT Form - TAF**
4. **TAF - Atlas Terms and Conditions Updated**
5. **EUA - Municipality - QTPod**
6. **Titan Merchant Operating Procedures**

VOTE RESULT

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

BRANDED FBO ACCOUNT SETUP FORM

The undersigned hereby applies with Titan Aviation Fuels and its subsidiaries or affiliates for credit and for service and for delivery. The undersigned authorizes the receipt and exchange of credit information, any fabrication of information may nullify this application.

COMPANY NAME:	Mariposa County		
DBA:			
LEGAL ENTITY:	☐ Corporation ☐ Partnership ☐ Individual ☐ LLC		
NATURE OF BUSINESS	County Owned Municipal Aiport		
FEDERAL TAX ID	94-6000880	YEARS IN BUSINESS:	84
CURRENT OWNER	Mariposa County		
NAMES OF OFFICERS, PARTNERS, OR PARTIES OF INTEREST	Shannon Hansen		
TITLE	Director of Public Works and Transportation (Airport Manager)		
RESIDENCE ADDRESS	4639 Ben Hur Road		
CITY	Mariposa	STATE:	CA
BANK NAME	WestAmerica Bank		
BRANCH	Mariposa		
ACCOUNTS:			
BANK ADDRESS	5121 Highway 140		
CITY	Mariposa	STATE: CA	ZIP: 95338
CONTACT	Chelsea Henderson		
PHONE NUMBER	(209) 966-7561	FAX NUMBER:	
EMAIL ADDRESS			
AIRPORT NAME	Mariposa-Yosemite Airport	ICAO:	KMPI
MAILING ADDRESS	4639 Ben Hur Road		
CITY	Mariposa	STATE: CA	ZIP: 95338
FUEL DELIVERY ADDRESS	5020 Macready Way		
CITY	Mariposa	STATE: CA	ZIP: 95338
MAIN CONTACT	Samuel Cerveny		
PHONE NUMBER	(209) 966-5356		
CELL PHONE NUMBER	(209) 347-3140		
EMAIL ADDRESS	scerveny@mariposacounty.org		

FUEL ORDER CONTACT	Samuel Cerveny
PHONE NUMBER	(209) 966-5356
EMAIL ADDRESS	scerveny@mariposacounty.org
ACCOUNTING CONTACT	Joy Hopper
PHONE NUMBER	(209) 966-5356
FAX NUMBER	
EMAIL ADDRESS	jhopper@mariposacounty.org
TAX DEPT CONTACT	Luis Mercado
PHONE NUMBER	(209) 966-7606
EMAIL ADDRESS	lmercado@mariposacounty.org
SEND WEEKLY PRICING TO:	publicworksap@mariposacounty.org
SEND PROCESSING REPORTS TO:	publicworksap@mariposacounty.org
SEND REIMBURSEMENT REPORTS TO:	publicworksap@mariposacounty.org

TITAN MERCHANT OPERATING PROCEDURES

☐ By signing this application and checking this box, you are indicating that you have read the Titan Aviation Merchant Operating Procedures and agree to all terms, conditions, and language contained therein.

Signature:_____ Printed Name:_____

Title:_____ Date:_____

Send invoices to (fax or email):
Send draft notices, if applicable, to (fax or email):
Send end of month AR Statements to (fax, email, or mail):
Can send to multiple emails

PURCHASE AGREEMENT

I hereby authorize any of the above listed banking or credit references to release to Titan Aviation Fuels such credit information as it may request. I further agree that in the event credit is extended by Titan Aviation Fuels or its subsidiaries for labor performed or materials supplied, terms of sale are as follows:

All invoices shall be paid on stated terms. There will be a late charge of ONE AND ONE HALF PERCENT (1 ½ %) per month charged to all delinquent accounts. This is equal to an effective ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%). Late charges at a different annual rate may be imposed when authorized or limited by applicable law. This agreement is governed by substantive North Carolina law. I consent to the personal jurisdiction of the courts of the State of North Carolina so that Titan Aviation Fuels may bring suit in North Carolina to enforce this agreement. I agree not to claim that North Carolina is an inconvenient place for trial. At Titan Aviation Fuels' option, the venue of any suit to enforce this agreement may be in Craven County, North Carolina.

In the event credit is extended pursuant to this agreement and a dispute arises concerning any transaction with Titan Aviation Fuels, or its subsidiaries, or if collection action is required, I agree to pay Titan Aviation Fuels' reasonable attorney's fees, whether or not suit is actually filed, including attorney's fees in the event of an appeal.

Dated: _____ Signature: _____

PAYMENT GUARANTEE

I authorize Titan Aviation Fuels to inquire on my personal credit file/credit bureau for the purpose of credit granting.

For value received, I (we), the undersigned, hereinafter "Guarantor(s)" guarantee payment of the indebtedness of applicant, hereinafter "Customer" to Titan Aviation Fuels and its subsidiaries subject to the following limitations and conditions as defined below:

1. Guarantor specifically states and declares that he/she/they have a personal interest in the business of the above-named Customer and execute guarantee in consideration of the extension of credit to Customer.
2. The indebtedness shall include that indebtedness incurred by customer on or after the date of this credit application for any and all services or materials of any kind whatsoever supplied by Titan Aviation Fuels or its subsidiaries to Customer.
3. This a continuing guaranty and until revoked shall cover future indebtedness of Customer as contemplated hereunder including indebtedness arising under successive transactions that either continue the indebtedness or, from time to time, renew after it has been satisfied.
4. This guarantee may be revoked by written notice to Titan Aviation Fuels. Revocation shall be effective on Titan Aviation Fuels receipt of the notice or on such later date as may be indicated therein. This guarantee shall not apply to any indebtedness created or incurred by Customer after the effective date of such notice.
5. Titan Aviation Fuels may proceed against guarantors, or any of them for any account guaranteed hereunder whether or not action is brought against Customer and without regard to whether Customer is joined in any such action or actions.
6. In the event collection action is required pursuant to the terms of this guarantee, guarantor agrees to pay Titan Aviation Fuels reasonable attorney's fees, whether or not suit is actually filed, including attorneys' fees in the event of an appeal.
7. I agree that any suit or action brought to enforce any provision of this payment guarantee may be commenced in the State of North Carolina and I specifically consent to the jurisdiction of the State of North Carolina to resolve any dispute regarding this agreement.

Dated: _____ Guarantors: _____ SSN#: _____

Dated: _____ Guarantors: _____ SSN#: _____
Signature

ACH AUTHORIZATION
FOR ELECTRONIC FUNDS TRANSFER

This document serves as authorization for Titan Aviation Fuels to deposit funds into the undersigned's bank account by means of Electronic Funds Transfer for payment of goods and services charged utilizing the Titan Credit Card Program.

It will also allow access for adjustments (debit transactions) in the event of billing errors or chargebacks. Disputes regarding deposits (credits) should be made within fifteen (15) days of issuance of the account statement. Disputes regarding charges (debits) should be made within forty-five (45) days after the account was charged.

Until notification in writing of cancellation, this authorization will continue to be valid.

Merchant Name: Mariposa County

Receiving Bank: WestAmerica Bank

City: Mariposa State: CA Zip: 95338

Routing No._____ Account No._____

Federal Tax ID#: 94-6000880

Authorized by: _____ Date: _____

Phone: _____ Email: _____

PLEASE SEND A COPY OF VOIDED CHECK WHEN RETURNING THIS FORM

This part to be completed by Titan Aviation Fuels personnel.

US Bank Data Verification _____ *Date*_____

ELECTRONIC FUNDS TRANSFER

AUTHORIZATION AGREEMENT

BANK NAME:	WestAmerica Bank	CUSTOMER NAME:	Mariposa County
BRANCH:	Mariposaa	CUSTOMER ADDRESS:	4639 Ben Hur Road
BANK CONTACT:	Chelsea Henderson	CITY / ST / ZIP	Mariposa / CA / 95338
BANK TRANSIT#/ ABA#:		CUSTOMER CONTACT PERSON FOR EFT:	Joy Hopper
CUSTOMER BANK ACCT#:		TELE# FOR DRAFT NOTICES:	(209) 966-5356
BANK CONTACT TELE:	(209) 966-7561	FAX# FOR DRAFT NOTICES.	
BANK CONTACT FAX:		EFFECTIVE EFT DRAFT START DATE:	1/1/2025
CUSTOMER EMAIL ADDRESS	jhopper@mariposacounty.org		

I hereby authorize Titan Aviation Fuels to originate an Automated Clearing House electronic funds transfer credit/debit entry to "Customer's" demand deposit account indicated above and hereby authorize the Depository Institution named above, hereinafter called "Financial Institution," to accept and to credit or debit the amount of such entries to "Customer's" demand deposit account.

The Automated Clearing House Electronic Funds Transfer credit or debit entry shall be initiated by Wells Fargo, New Bern, NC, on behalf of Titan Aviation Fuels. The "Customer" will receive prior notification of the Automated Clearing House electronic debit entry three days prior to the initial debit entry.

The authority shall remain in effect until fifteen days after "Financial Institution" as address shown above and Titan Aviation Fuels at address shown above, have received written cancellation from "Customer." Notice of cancellation shall in no way affect debit or credit entries initiated prior to actual receipt of notice.

"Customer" understands that the Automated Clearing House electronic funds transfer debit entry will only be accepted by "Financial Institution" if sufficient funds are available in "Customer's" demand deposit account, and "Customer" agrees separately with Titan Aviation Fuels to maintain such funds at all times in said demand deposit account.

In the event any entry is not accepted for any reason, "Financial Institution" is to notify "Titan" by ACH network, as well as facsimile transmission or mail.

CUSTOMER AUTHORIZATION

AUTHORIZED SIGNATURE:		TITLE		DATE	
AUTHORIZED SIGNATURE:		TITLE		DATE	

BANK AUTHORIZATION

AUTHORIZED SIGNATURE:		TITLE		DATE	

TITAN AVIATION FUELS ACKNOWLEDGEMENT

AUTHORIZED SIGNATURE:	Linda Sandklev	TITLE	Credit	DATE	
ADDRESS:	P.O. Box 12327, 60l McCarthy Boulevard				
CITY:	New Bern	STATE:	NC	Telephone Number:	(252) 633-0066

PLEASE FAX A COPY OF A VOIDED CHECK ALONG WITH THIS FORM

Titan Aviation Fuels Terms & Conditions

Titan Aviation Fuels **("TAF")** operates this website. The services offered by TAF include TAF-branded URLs including but not limited to www.AtlasFBO.com, www.AtlasFboDemo.com, www.AtlasFboTest.com, www.AtlasFBOReview.com, and any other features, content, or applications offered from time to time by TAF in connection with TAF's business (collectively "TAF Products"). TAF Products are hosted in the United States.

This Terms of Use Agreement ("Agreement") sets forth the legally binding terms for your use of TAF Products. By using TAF Products, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse TAF Products, including through a mobile device, or otherwise use TAF Products without being registered) or you are a "Member" (which means that you have registered with TAF). The term "User" or "you" refers to a Visitor or a Member or the employee of a Visitor or a Member. You are only authorized to use TAF Products (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and the terms of this Agreement. Please read this Agreement and save it. If you do not agree to be bound by this Agreement and to follow all applicable laws, you should leave this website and discontinue use of TAF Products immediately. If you wish to become a Member, create a profile, communicate with other Members and/or make use of TAF Products, you must read this Agreement and indicate your acceptance during the registration process.

This Agreement includes TAF's policy for acceptable use of TAF Products and Content (as defined in Section 6.1 below) posted on or through TAF Products and your rights, obligations and restrictions regarding your use of TAF Products and Content posted on or through TAF Products. In order to use TAF Products, you may be notified that you are required to download software or content and/or agree to additional terms and conditions from TAF. Unless otherwise provided by the additional terms and conditions applicable to TAF Products in which you choose to participate, those additional terms are hereby incorporated into this Agreement. You may receive a copy of this Agreement by emailing us at: legal@titanfuels.aero and use the "Subject: Terms of Use".

TAF may modify this Agreement from time to time and such modification shall be effective upon posting by TAF on TAF Products. Your continued use of TAF Products after TAF posts a revised Agreement signifies your acceptance of the revised Agreement. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes. You agree that unless explicitly stated otherwise, any new features that augment or enhance TAF Products, and/or any new service(s) provided by TAF through TAF Products will be subject to this Agreement.

Please choose carefully the information that you post on or through TAF Products and that you provide to other Users. Your profile may not include any form of Prohibited Content, as outlined in Section 8 below. Despite this prohibition, information, materials, products or services provided by others (for instance, in their profile) may, in whole or in part, be unauthorized, impermissible or otherwise violate this Agreement, and TAF assumes no responsibility or liability for this material. If you become aware of misuse of TAF Products by any person, please click on the "Support" link on the site and use a Subject of "Report Abuse".

1.Eligibility

Use of TAF Products and registration to be a Member for TAF Products ("Membership") is void where prohibited. In order to use TAF Products, you must have or must obtain access to the World Wide Web, either directly or through devices that access web-based content. You must also provide all equipment necessary to make such (and maintain such) connection to the World Wide Web. By using TAF Products, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 13 years of age or older (or for non-U.S. Users, such older minimum age as may be required by applicable local law); (d) you are lawfully able to accept this Agreement; and (d) your use of TAF Products does not violate any applicable law or regulation. Your profile may be deleted and your Membership may be terminated without warning, if TAF believes that you are under 13 years of age (or for non-U.S. Users, such older minimum age as may be required by applicable local law), if we believe that you are under 18 years of age and you represent yourself as 18 or older, or if we believe you are over 18 and represent yourself as under 18.

2.Term

This Agreement, and any posted revision to this Agreement, shall remain in full force and effect while you use TAF Products or are a Member. You may terminate your Membership at any time, for any reason, by following the instructions on the Member's Account Settings page. TAF may terminate your Membership at any time, for any or no reason, with or without prior notice or explanation, and without liability. Even after Membership is terminated, this Agreement will remain in effect, including Sections 5-17.

3.Username & Password

When you sign up to become a Member, you will also be asked to create a username and password. You are entirely responsible for maintaining the confidentiality of your username and password. You acknowledge and agree that you are prohibited from sharing your username and password with any unauthorized users, including our support staff. You are responsible for the confidentiality and use of your username and password. You should not email your username and password to anyone, including our support staff. If you forget your password, you may use the "Forgot Password" link to receive a new password to TAF Products. You agree not to use the account, username, or password of another Member at any time or to disclose your password to any third party. You agree to notify TAF immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account. To contact TAF regarding unauthorized use of your account, please email us at support@titanfuels.aero with a Subject: Unauthorized Use.

4.Use by Members

TAF Products is for the personal use of Members and may be used for promotional purposes as well, but direct commercial endeavors may only be used if they are specifically endorsed

or authorized by TAF. TAF reserves the right to remove commercial content in its sole discretion. Illegal and/or unauthorized use of TAF Products, including collecting usernames, user id numbers, and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to TAF Products, or employing third party promotional sites or software to promote profiles for money, is prohibited. Commercial advertisements, affiliate links, and other forms of unauthorized solicitation may be removed from Member profiles without notice or explanation and may result in termination of Membership privileges. TAF reserves the right to take appropriate legal action for any illegal or unauthorized use of TAF Products.

Except as permitted by this Agreement, no part of TAF Products may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. You agree not to access TAF Products by any means other than through the interface that are provided by TAF. You shall not license, rent, sell, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make TAF Products available to any third party other than an authorized User, including but not limited to, creating Internet Links to TAF Products that include log-in information, including but not limited to, user names, passwords, secure cookies, and/or "mirroring" or "framing" any part of TAF Products.

5.Proprietary Rights in Content on TAF Website

5.1 TAF does not claim any ownership rights in the text, files, or any other materials (collectively, "Content") that you post on or through TAF Products. After posting your Content to TAF Products, you continue to retain any such rights that you may have in your Content, subject to the limited license herein.

5.2 You represent and warrant that: (i) you own the Content posted by you on or through TAF Products or otherwise have the right to grant the license set forth in this Section 6, and (ii) the posting of your Content on or through TAF Products does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees, and any other monies owing any person or entity by reason of any Content posted by you on or through TAF Products. You agree further to indemnify TAF for any liability arising from your Posting.

5.3 TAF Products contains Content of TAF ("TAF Content"). TAF Content is protected by copyright, trademark, patent, trade secret and other laws, and TAF owns and retains all rights in the TAF Content and TAF Products. TAF hereby grants you a limited, revocable, non-sublicensable license to reproduce and display the TAF Content (excluding any software code) solely for your personal use in connection with viewing and using TAF Products.

5.4 TAF performs technical functions necessary to offer TAF Products, including but not limited to transcoding and/or reformatting Content to allow its use throughout TAF Products.

6.Content Posted

6.1 TAF may reject, refuse to post or delete any Content for any or no reason, including Content that in the sole judgment of TAF violates this Agreement or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity. TAF assumes no responsibility for monitoring TAF Products for inappropriate Content or conduct. If at any time TAF chooses, in its sole discretion, to monitor TAF Products, TAF nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content. All Content is posted "As-Is" and you use said Content "At-Your-Own-Risk." You should always check verify content before relying on any Content posted on TAF Products sites.

6.2 You are solely responsible for the Content that you post on or through any of TAF Products, and any material or information that you transmit to other Members and for your interactions with other Users.

6.3 You understand that the technical processing and transmissions of Content is fundamentally necessary to your use of TAF Products. You expressly consent to TAF's interception and storage of Content and/or personal data, and you acknowledge and understand that transmission of Content over the Internet, and other various networks, only part of which may be owned and/or operated by TAF. You acknowledge and understand that changes to Content may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. You further acknowledge and understand that Content may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. You agree that TAF is not responsible for Content or personal data that is lost altered, intercepted, or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by TAF.

7.Protecting Copyrights and Other Intellectual Property

TAF respects the intellectual property of others, and requires that its users do the same. You may not upload, embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. TAF has the right to terminate the Membership of infringers.

If you believe your work has been copied and posted on or through TAF Products in a way that constitutes copyright infringement, please send TAF's Copyright Agent a notification of claimed infringement with all of the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on TAF Products (providing the URL(s) of the claimed infringing material satisfies this requirement); (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright

owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (f) your physical or electronic signature. TAF's Copyright Agent for notification of claimed infringement can be reached as follows: Copyright Agent, Eastern Aviation Fuels, 9035 South 1300 East, Ste. 250, Sandy, UT 84094; Facsimile: 801-748-1869; Attn: Copyright Agent. TAF's Copyright Agent for notification of claimed infringement can also be reached electronically by emailing us at: legal@titanfuels.aero with a Subject: "Copyright Agent". TAF provides certain tools and technologies to help facilitate copyright owners' control over their copyrighted works.

8.Member Disputes

You are solely responsible for your interactions with other Members. TAF reserves the right, but has no obligation, to become involved in any way with disputes between you and other Members.

9.Privacy

Use of TAF Products is also governed by our Privacy Policy, which is incorporated into this Agreement by this reference.

10. Disclaimers

TAF is not responsible for and makes no warranties, express or implied, as to the User Content or the accuracy and reliability of the User Content posted on or through TAF Products, whether caused by Users of TAF Products or by any of the equipment or programming associated with or utilized in TAF Products and such User Content does not necessarily reflect the opinions or policies of TAF. Profiles and third party applications created and posted by Members on TAF Products may contain links to other websites. TAF is not responsible for the content, accuracy or opinions expressed on such websites, and such websites are not necessarily investigated, monitored or checked for accuracy or completeness by TAF. Inclusion of any linked website on TAF Products does not imply approval or endorsement of the linked website by TAF. When you access these third party sites, you do so at your own risk. TAF takes no responsibility for third party advertisements or third party applications that are posted on or through TAF Products, nor does it take any responsibility for the goods or services provided by its advertisers. TAF is not responsible for the conduct, whether online or offline, of any User of TAF Products. TAF assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User or Member communication. TAF is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of TAF Products or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with TAF Products. Under no circumstance shall TAF be responsible for any dispute between you and any third party financial institution or credit card issue with whom you

have a separate, independent relationship and for which TAF may provide credit card processing Under no circumstances shall TAF be responsible for any loss or damage, including personal injury or death, resulting from use of TAF Products, attendance at a TAF event, from any User Content posted on or through TAF Products, or from the conduct of any Users of TAF Products, whether online or offline. TAF Products are provided "AS-IS" and as available and TAF expressly disclaims any warranty of fitness for a particular purpose or non-infringement. TAF cannot guarantee and does not promise any specific results from use of TAF Products.

11. Limitation on Liability

IN NO EVENT SHALL TAF BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF TAF PRODUCTS, EVEN IF TAF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TAF'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO TAF FOR TAF PRODUCTS DURING THE TERM OF MEMBERSHIP.

12. International Users

TAF Products is controlled, operated, and administered by TAF from its offices within the United States. If you access TAF Products from a location outside the United States, you are responsible for compliance with all applicable laws. Software available in connection with TAF Products (the "Software") is further subject to United States export controls. No Software may be downloaded from TAF Products or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

13.Disputes

This Agreement, and all legal issues arising from or related to the use of TAF Products, shall be construed in accordance with and governed by the laws of the State of Delaware applicable to contracts entered into and performed within the State of Delaware, without respect to its conflict of laws principles. By using TAF Products, you agree that the exclusive forum for any claims or causes of action arising out of your use of TAF Products shall be either any state court for or within Salt Lake County, State of Utah and the United States District Court for the District of Utah. You hereby irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any such proceeding brought in such court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. This Agreement constitutes the entire agreement between you and TAF with respect to the use of TAF Products. EACH OF THE PARTIES HEREBY KNOWINGLY,

VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION (INLCUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THIS AGREEMENT.

14.Indemnity

You agree to indemnify and hold TAF, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of TAF Products in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth in this Agreement and/or if any Content that you post on or through TAF Products causes TAF to be liable to another.

15.Disclaimer of Warranties

TAF DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TAF DOES NOT WARRANT THAT ACCESS TO OR USE OF ANY WEB SITE, INCLUDING THE TAF PRODUCT, WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY SOFTWARE OR SERVICES WILL MEET ANY PARTICULAR CRITERIA OR PERFORMANCE OR QUALITY. TAF FURTHER DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OF "LICENSEE MATERIALS" THAT ARE PROVIDED YOU BY ANY THIRD PARTY. ALSO, THERE IS NO WARRANTY OF TITLE OR NON-INFRINGEMENT OR QUIET ENJOYMENT WITH RESPECT TO ANY CONTENT, SERVICES OR WEB SITES REFERENCED OR PROVIDED UNDER THIS AGREEMENT.

16.Other

You agree to pay all charges for the services provided to you, unless another entity has entered into an agreement with TAF to pay for the TAF Products.

This Agreement is accepted upon your use of TAF Products and is further affirmed by you becoming a Member. This Agreement, along with the Non-Exclusive Licensing Agreement ("Licensing Agreement") through which you have access—which is incorporated herein by this reference—constitutes the entire agreement between you and TAF regarding the use of TAF Products. In the event of any conflict between Licensing Agreement and this Agreement, the Licensing Agreement shall control. The failure of TAF to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. TAF Products is a trademark of Eastern Aviation Fuels. This Agreement

operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Please email us at: info@titanfuels.aero with any questions regarding this Agreement.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

THIS GATEWAY LICENSE ("**License**") is granted by **U.S. BANK NATIONAL ASSOCIATION** ("**U.S. Bank**") to the entity executing this License as "**Licensee.**" This License is effective upon signing by Licensee and delivery to U.S. Bank ("**Effective Date**").

BACKGROUND

U.S. Bank has built and maintains multiple, highly confidential and proprietary web-based XML interfaces and related documentation (collectively, "**Gateways**") used for the authorization and settlement of payment card transactions (the "**Transactions**"). Licensee is a merchant participant or a group of merchant participants in the Card Program ("**Program**"). In conjunction with the Program, Licensee wishes to use the software programs set forth on Exhibit A to this Agreement (collectively, the "**Software**") to provide an interface to the Gateways. The respective developers for each Software program (the "**Developer(s)**") are also set forth on Exhibit A.

By acknowledging acceptance of the License by any method allowed by U.S. Bank (including, without limitation, a physical or electronic signature), Licensee agrees that: i) it has reviewed and agrees to be legally bound by the terms and conditions of the License; and ii) its use of the Gateways, Software, and any related products or services will be governed by this License.

TERMS AND CONDITIONS

1. **TERM AND TERMINATION.**
   - 1.1 **Term.** This License will commence on the Effective Date and will remain in effect unless terminated pursuant to the provisions set forth herein (the "**Term**").
   - 1.2 **Termination.** U.S. Bank may terminate this License for cause upon 30 days' written notice, if the Licensee has breached its duties, obligations or responsibilities set forth in this License and has not cured such breach within the 30-day notice period. Upon termination of this License, all activities granted hereunder immediately terminate and Licensee will immediately discontinue use of the Software in conjunction with Gateways. Additionally, U.S. Bank may terminate this License upon the termination or expiration of any underlying processing agreement that it has in place with Licensee.

2. **LICENSE GRANT.**
   - 2.1 **License.** Subject to the terms and conditions of this License, U.S. Bank hereby grants, and Licensee hereby accepts, a non-exclusive, non-transferable, revocable, limited license (without right to sublicense) to use the Gateways with the Software, solely for Licensee's internal use during the Term and solely for the purpose of submitting Transactions to U.S. Bank.
   - 2.2 **Use Restrictions.** Licensee shall not, and shall not cause or permit any third party (including, without limitation, sub- merchants) to:
     - A. Use the Software and Gateways in any way, other than in strict accordance with this License, or as otherwise instructed by U.S. Bank in writing;
     - B. Use the Software or Gateways, either directly or indirectly, to develop any product or service that competes with the products and services provided pursuant to this License;
     - C. Dissemble, decompile, decrypt, extract, reverse engineer, or modify the Software or Gateways, or otherwise apply any procedure or process to the Software or Gateways to ascertain, derive or appropriate for any reason or purpose, the source code or source listings for the Software or Gateways, or any algorithm, process, procedure, or other information contained in the Software or Gateways, except as specifically authorized in accordance with this License;
     - D. Provide the Software or Gateways to any third party, other than to Licensee's (or its sub-merchants') authorized employees and contractors who are subject to a written confidentiality agreement, the terms of which are no less restrictive than the confidentiality provisions set forth herein;
     - E. Make any copies of the Software or Gateways, except as incidental to the purposes of this License, or for archival purposes as required by applicable law (and any copies hereunder must contain all required proprietary notices);
     - F. Rent, lease, assign, sublicense, transfer, distribute, allow access to, or time share the Software or Gateways;
     - G. Circumvent or attempt to circumvent any applicable security measures of the Software or the Gateways;
     - H. Attempt to access or actually access portions of the Gateways or Software not authorized for Licensee's use; or
     - I. Use the Software or Gateways for any illegal purpose.
   - 2.3 **No Other Licenses.** Except as expressly set forth herein, no license for any patents, copyrights, trademarks, trade secrets or any other Intellectual Property Rights, express or implied, are granted.

3. **INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP.**

3.1 **Intellectual Property Rights**. U.S. Bank and its licensors retain all right, title and interest in and to the Software and Gateways, and any and all Intellectual Property Rights embodied therein. Licensee has no rights other than those rights expressly set forth herein. As used in this License, "**Intellectual Property Rights**" means any and all patents, copyrights, trademarks, trade secrets, service marks, and any other intellectual property rights, and any applications for any of the foregoing, in all countries of the world.

3.2 **Modifications and Derivative Works**. As between U.S. Bank and Licensee, U.S. Bank or its licensors own all right, title and interest in any modifications, derivatives, improvements, enhancements or extensions of or to the Gateways and the Software ("**Derivative Works**"), including, without limitation, any Intellectual Property Rights, regardless of which party creates such Derivative Work. Licensee transfers, conveys and assigns to U.S. Bank in perpetuity all right title and interest to such Derivative Works. Licensee further agrees to execute any such documents, render such assistance and take such other action as U.S. Bank and its licensors reasonably request to apply for, register, perfect and protect U.S. Bank's Intellectual Property Rights in the Derivative Works.

3.3 **Updates to Software and Gateways**. U.S. Bank and its licensors may, in their discretion, release Updates to the Software or Gateways. In this License, "**Updates**" mean enhancements or improvements to the Software or Gateways. Licensee agrees that: i) it is entirely responsible for maintaining compatibility with the Software and Gateways; and ii) its failure to install such Updates in a timely manner may affect the functionality of the Software and Gateways. Licensee agrees that the Software is owned by Developer. Licensee will work reasonably with Developer to obtain and implement Software Updates.

3.4 **Third Party Licenses**. Certain licenses granted hereunder may be subject to other licenses held by U.S. Bank. If any license held by U.S. Bank is terminated or otherwise expires, U.S. Bank may terminate, in its sole discretion, the corresponding license granted to Licensee.

4. **COMPLIANCE AND SECURITY.**

4.1 Licensee shall notify U.S. Bank immediately if a Developer or any other third party has solicited or attempted to solicit Licensee, its employees or agents to: i) discontinue its use of the Gateways and commence processing with another processing service provider; or ii) split settlements or misappropriate or re-direct Transactions. Licensee agrees that engaging in such activity or accepting such solicitations may jeopardize Licensee's ability to accept U.S. Bank's card(s) and remain in the Program.

4.2 U.S. Bank shall use commercially reasonable efforts to maintain the security of the Gateways. Licensee will use commercially reasonable efforts to maintain the security of Software and any associated passwords.

4.3 Licensee is solely responsible for the security of data residing on servers owned or operated by Licensee, or a third party designated by Licensee (such as a web hosting company). Licensee shall comply with all applicable laws, policies and regulations governing the security, privacy, collection, retention and use by Licensee of its customers' data, including, without limitation, financial information, card account numbers, and all other personally identifiable customer information.

4.4 Licensee shall comply with all then-current legal obligations, rules, regulations, and security measures, as applicable, including without limitation, those issued by payment networks and the Federal Trade Commission, associated with the collection, security, dissemination and destruction of data from and related to its customers and their respective Transactions (collectively, "**Transaction Data**").

4.5 Licensee shall take such precautions as are necessary to ensure that Licensee's server and electronic systems are secure from breach or intrusion by unauthorized third parties. In the event that Licensee's systems are breached and an unauthorized third party has access to or has accessed Transaction Data, Licensee shall notify U.S. Bank promptly of such breach and will implement all such precautions as may be necessary to prevent such breaches from occurring in the future.

4.6 Licensee shall comply with all U.S. Bank security protocols and procedures in effect during the Term of this License. Licensee is solely responsible for verifying the accuracy and completeness of all Transactions submitted and processed by U.S. Bank. U.S. Bank is not liable for any improperly processed or unauthorized Transactions or illegal or fraudulent access to Licensee's account or Transaction Data.

4.7 Licensee shall not engage any party other than Developer to modify, alter or maintain the Software and shall solely use the Software (including as modified or updated by Developer) to interface with the Gateways.

5. **CONFIDENTIALITY AND TRADE SECRETS**

5.1 The Gateways and related Intellectual Property and documentation supplied by U.S. Bank pursuant to this License are U.S. Bank's trade secrets (the "**Trade Secrets**"). Licensee shall:

A. Hold such information in strict confidence;

B. In no way discuss or otherwise make available such information to any third parties, to the extent permitted by law, including, without limitation, U.S. Bank's competitors; and

C. Use such information only in strict accordance with the provisions of this License.

5.2 Licensee shall limit access to the Trade Secrets solely to those employees that have a strict need to know such information, and these employees will be informed of the confidential nature thereof, and will be required to observe the provisions of confidence as set forth herein. Licensee shall safeguard

the confidentiality of any Gateways and Software documentation provided by U.S. Bank and Developer (collectively, the "**Documentation**") using at least the same efforts used to safeguard its own proprietary information.

6. **WARRANTIES.**
   6.1 Licensee hereby represents and warrants that:
   A. All representations and statements made by Licensee in this License are true, accurate, and complete in all respects, and Licensee hereby authorizes U.S. Bank to verify and confirm all information provided herein;
   B. Licensee is engaged in a lawful business (which includes the sale of fuel, merchandise and services) and is duly licensed to conduct such business under the laws of the state(s), county(s), city(s) and country(s) in which Licensee operates;
   C. Licensee will not submit any Transactions that violate any laws of any related state, county, city, or country or any bank card and payment network rules, and will otherwise comply with all applicable laws, regulations, and rules in connection with Licensee's obligations under this License; and
   D. There are no outstanding or contemplated assignments, grants, licenses, encumbrances, security interests, liens, obligations or agreements, whether written, oral or implied, that are inconsistent with this License and the rights and obligations herein.

The Gateways and Software are provided on an "as-is" basis, "as available," basis without any representations or warranties. U.S. Bank does not represent or warrant that the Gateways and Software will be available, accessible, uninterrupted, timely, secure, accurate, complete, or entirely error-free. U.S. Bank specifically disclaims all representations, warranties and conditions whether express or implied, arising by statute, operation of law usage of trade, course of dealing or otherwise, including but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, non-infringement, or title with respect to the Gateways and Software. Licensee understands and agrees that U.S. Bank bears no risk with respect to Licensee's sale of products or services, including, without limitation, any risk associated with card fraud or chargebacks.

7. **INDEMNIFICATION.**
   7.1 To the extent permitted by law, Licensee shall indemnify, defend and hold harmless U.S. Bank and its affiliates, parents and subsidiaries, and any of their officers, directors, agents and employees, from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by U.S. Bank, arising out of or related to:
   A. Any breach or alleged breach by Licensee of any representation, warranty or obligation of Licensee set forth in this License;
   B. Any damage or loss arising from the negligence, fraud, dishonesty, or willful misconduct of Licensee or any of Licensee's employees, agents or customers;
   C. The reliability, accuracy, or legitimacy of Transaction Data;
   D. Transactions submitted by Licensee to U.S. Bank and rejected by U.S. Bank or an issuing bank;
   E. Any alleged infringement of a patent, copyright, trademark, or other intellectual property right resulting from Licensee's actions;
   F. Claims by Licensee's customers, including, without limitation, claims relating to the disclosure of Transaction Data; or
   G. Any alleged or actual violation by Licensee of any applicable laws, regulations, any payment network rules or any regulatory body or agency having jurisdiction over the subject matter hereof.

8. **LIMITATION OF LIABILITY**
   8.1 Under no circumstances will U.S. Bank or any of its parents, affiliates (or any officers, directors, employees or agents of those parties) be liable for any indirect, incidental, consequential, punitive, special, or exemplary damage or loss suffered or incurred by Licensee, regardless of the form of action, or any loss of revenue, profits or business, anticipated savings, loss of goodwill or reputation, costs of delay, lost or damaged data, or the incurring of liability for loss or damage of any nature whatsoever suffered by third parties, all whether in contract, strict liability or tort (including negligence), regardless of whether it has been advised of the possibility of such damages.
   8.2 In no event will U.S Bank's liability under this License for all claims arising hereunder exceed, in the aggregate, $1,000.00.
   8.3 Licensee expressly agrees that U.S Bank will not be liable for any loss (however occurring, including, without limitation, negligence), arising from or related to:
   A. fraudulent transactions processed through Licensee's payment Gateway accounts;
   B. disruption of the Gateways or Software for any reason;
   C. actions or inactions by any third party.

9. **MISCELLANEOUS.**
   9.1 Amendment to this License; Waiver. U.S. Bank reserves the right to amend, at its discretion, the terms

and conditions set forth herein by providing Licensee notice thereof. Such amendments will take effect on the date specified in such notice. All rights and duties within this License are material. No waiver of any rights hereunder will be deemed effective unless in writing executed by the U.S. Bank. No waiver by U.S. Bank of a breach or any provision of this License will constitute a waiver of any prior or subsequent breach of the same or any other provision of this License. No failure by U.S. Bank to exercise, nor any U.S. Bank delay in exercising, any right(s) hereunder will operate as a waiver of any such right. All of U.S. Bank's rights are cumulative; and no single or partial exercise of any right hereunder will preclude further exercise of such right or any other right.

9.2 **Relationship of the Parties.** This License does not create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon any party.

9.3 **Assignment.** Licensee does not have the right or the power to assign any of Licensee's rights or delegate the performance of any of Licensee's obligations under this License without the prior written consent of U.S. Bank, including in the case of merger.

9.4 **Governing Law.** This License is governed by and construed in accordance with the laws of the State under which Licensee was formed or is organized, without regard to the conflict of laws principles. The parties agree that any suit, action, or proceeding arising out of or relating to this License, or the interpretation, performance or breach of this License, must be instituted in any court of the State under which Licensee was formed or is organized. Each party irrevocably submits to the jurisdiction of those courts and waives all objections to jurisdiction and venue.

9.5 **Severability.** If any provision, in whole or in part, of this License is held invalid or unenforceable for any reason, the invalidity will not affect the validity of the remaining provisions of the License. U.S. Bank may substitute for the invalid provision which most closely approximates the intent and economic effect of the invalid provision.

9.6 **Notices.** All notices to Licensee must be given electronically, sent to the electronic mail address provided by Licensee.

9.7 **Survival.** The provisions of this License relating to any fees or other amounts owed, confidentiality, intellectual property ownership, compliance, security, warranties, limitation of liability, indemnification, governing law, severability, and this paragraph will survive termination or expiration of this License. Additionally, all obligations and duties hereunder by their nature extend beyond the expiration or termination of this License survive and remain in effect beyond any expiration or termination hereof.

9.8 **Entire License.** This License, together with any documents referenced herein, set forth the entire understanding and agreement of the parties, and supersede any and all prior or contemporaneous oral or written agreements or understandings between the parties, as to the subject matter of this License.

Date:_____

By Licensee:

Mariposa County
Printed Name of Licensee

(Signature of Authorized Signer)

(Printed Name of Authorized Signer)

Chair, Board of Supervisors
(Printed Title of Authorized Signer)

publicworksap@mariposacounty.org
(Email Address of Licensee for Notification Purposes)

EXHIBIT A: SOFTWARE AND DEVELOPERS

SOFTWARE:	DEVELOPER:
M4000	GTPad

MERCHANT OPERATING PROCEDURES

February 2021

Table of Contents

Introduction **3**
Overview 3
Acceptable Card Types 3
General Policies 3
TITAN AVIATION. **4**
Authorization Number 4
Acceptance Policies 4
MULTI SERVICE AVIATION **10**
Authorization Number 10
Acceptance Policies 10
US GOVERNMENT AIRCARD. **13**
AGREEMENT 13
PAYMENTSCHEDULES 14
TAIL NUMBER (AIRCRAFT REGISTRATION) VERIFICATION 14
ANY AIRCRAFTCARDS 14
RULES ANDREGULATIONS 14
VISA/MASTERCARD. **18**
Authorization Number 18
Acceptance Policies 18
Authorization Number 38
AMERICAN EXPRESS **39**
Authorization Number 40
Acceptance Policies 40
AVCARD **41**
Contact Number 41
Acceptance/Policies 41
Titan Rewards 45
Appendix A **49**
Attachment A **45**

Introduction

Overview

These operating procedures highlight the policies and procedures specific to each card type you may accept as a Titan Aviation merchant. Please refer to each section for specific information about each card.

The TITAN Aviation Cards are issued by Eastern Aviation Fuels, Inc. DBA Titan Aviation Fuels PO Box 12327, New Bern, NC 28561, and administrated by US Bank Multi Service Aviation (MSA), 12800 Foster St, Overland Park, KS 66213. Any references in this Agreement to Titan Aviation Processing Center (TAPC) refer to Multi Service Aviation.

Acceptable Card Types

As a Titan Aviation merchant, you may accept the following cards:

Titan Contract Fuel Plus
Titan Aviation
Contract Fuel
Multi Service
AIR Card Visa
MasterCard
American Express
Discover
AVCARD
Rewards Cards:
Titan Rewards

The processing fees and payment terms for each card type are illustrated in Appendix A.

General Policies

1. Card must be valid as illustrated in each specific section. Do not make sales on expired, altered, or cut cards, or on the basis of previous sales.

2. Both the approval code and customer's signature are required on all transactions.

3. Give the customer copy of the receipt to the customer and retain the original for your records for at least three (3) years.

4. Cards must be processed through Titan Aviation POS or an TAPC certified method.

5. All invoices submitted must represent actual sales made at your location and must identify your location. Invoices may not originate from any other source. You may not accumulate invoices over time, and then submit them later as one transaction.

6. TAPC may charge an adjustment fee of $25.00, or the amount permitted under law, for any adjustment to an invoice, resulting from errors or omissions made by you in connection with the processing of any credit card under this program.

7. We require you to only use the Titan POS machine or other TAPC certified device for your card transactions. This applies to all transactions mentioned in this Operating Procedure document. Failure to adhere to this may result in Titan withdrawing from the card program at your location, de-branding, or making a monthly charge to keep your POS equipment.

TITAN AVIATION

Authorization Number

Voice Authorization: 1-888-767-1982

Acceptance Policies

AGREEMENT
As an authorized Titan Aviation Merchant, you agree to sell merchandise, products or services to authorized holders of Titan Aviation Cards. Titan Aviation Cards are issued by Multi Service Aviation (MSA) and credit is extended by Titan Aviation Fuels. Any references in this Agreement to the Titan Aviation Processing Center (TAPC) refer to MSA. All sales using Titan Aviation Cards must be serviced, processed, and handled by the TAPC and by no other party. The Merchant agrees that it will not enter into or attempt to enter into any agreement with any other party to allow such other party to service, process, or handle transactions generated by use of Titan Aviation Cards.

Merchants are not authorized to charge the service fee to the cardholder.

Invoices must be completed via the electronic POS device provided by Titan Aviation or a device which has been certified for use by Titan Aviation and MSA. All following references to a POS device within this agreement include either method just described.

PAYMENT SCHEDULES
Payments for credit card transactions will be made via an Electronic Funds Transfer. A remittance summary to detail payments and fees will be generated by the TAPC and provided to you.

TAPC has the right to offset outstanding amounts owed by Merchant on the Merchant's Titan Aviation Card accounts against any sums payable to the Merchant by Multi Service under any contract, agreement, or arrangement.

CHECK THE TAIL NUMBER
If a tail number (A/C Reg) is embossed on the Titan Aviation Card, verify that it corresponds to that of the aircraft for which the purchase is being made. If a suspicious situation arises, please contact TAPC before any further action is taken.
CARDS WITHOUT A TAIL NUMBER
TAPC does issue cards without a tail number upon request. If no tail number appears on the Titan Aviation Card, positively identify the customer as being an employee of the company shown on the card. Please enter the actual tail number of the plane into the electronic POS device during the transaction.

RULES AND REGULATIONS

1. VALID CARD: The Merchant will accept all valid Titan Aviation Cards when properly presented as payment from cardholders for authorized purchases. The Merchant is required to obtain an authorization code from TAPC to ensure the card is valid.

2. COMPLETION OF INVOICE: Every transaction must be completed in full by the Merchant. Non-fuel items may be entered on the same transaction with fuel or as a transaction without any fuel. The invoice shall be signed by the cardholder in the space provided, except when the card is swiped at a self-service pump. The customer's copy of each invoice shall be delivered to the customer after the invoice is completed. Cards must be swiped through an electronic magnetic card reader or entered manually on the electronic processing system and each transaction entered. All transactions should be settled to TAPC by 11:59 p.m. Central Time on the day the transaction took place.

3. CHARGEBACKS: Merchants may not receive payment from TAPC or may be subject to chargebacks for any transactions that do not comply with the regulations and instructions listed in these Operating Procedures. Furthermore, TAPC may chargeback any transaction to a Merchant where (a) the Merchant had previously billed the same transaction to the cardholder, (b) the cardholder was delinquent in the payment of other transactions involving the Merchant, or (c) the transaction does not represent a bona fide purchase of goods or services. In the event that TAPC receives a transaction that does not comply with these Operating Procedures, TAPC may elect to bill the transaction and attempt to collect from the customer. Any chargeback will be made by TAPC within 210 days from the date the transaction has been billed to the cardholder, except for erroneous or fraudulent charges, for which there is no time limit.

4. INVOICE REQUESTS: From time to time, TAPC may request a copy of the transaction receipt from the electronic POS device. Transaction copies are needed to help resolve disputes with a customer or to provide details that may assist in processing a transaction error. Transaction copies must be provided to TAPC within 5 business days. If you choose not to respond to an invoice request, TAPC has the right to chargeback the transaction.

5. AIRCRAFT LIENS: In addition to any lien rights which TAPC might possess as a result of services provided to the cardholder, upon TAPC's payment to you (the Merchant), you irrevocably transfer and assign to MSA all rights, including lien rights, that you have arising from the transactions(s) for which you have been paid.

6. CASH PAYMENTS: No Merchant shall receive any payments from cardholders with respect to charges for a transaction involving the use of the Titan Aviation Card, and no cash advance shall be paid by the Merchant to the cardholder for any Titan Aviation Card transaction.

7. REVISIONS: TAPC may revise these Operating Procedures, and any revisions shall become effective seven (7) days after receipt of the revisions by the Merchant. The Merchant shall be deemed to have agreed to this and any future revisions by continued participation in the Titan Aviation program after the effective date of the revisions.

8. GOVERNING LAW: In recognition of the national and international nature of aviation and the necessity for legal certainty, predictability and convenience, these Operating Procedures and all agreements, actions and transactions contemplated herein are governed and controlled by the laws of the State of Florida, including specifically Fla. Stat. ch. 329.41 (as presently enacted), without regard to Florida's conflict or choice of law principles.

TAPC CANNOT GUARANTEE PAYMENT FOR TRANSACTIONS THAT FAIL TO MEET THESE REQUIREMENTS.

INSTRUCTIONS FOR COMPLETION OF TRANSACTION

1. Each transaction must be entered into your electronic POS device. Please refer to your QuickGuide or POS Guide for POS operating instructions which can be viewed at www.titanaviationcards.com. If the purchase is $10,000 or more, the electronic POS device may instruct you to "Call Center." If so, call the TAPC at 1-888-767-1982 and give the details of the purchase as requested. The operator will give you an authorization code or state that the transaction cannot be approved. Those transactions which are approved must then be entered as a "Post Authorization." Refer to the operations guide for your electronic processing system for Post Authorization instructions.

2. Merchants are responsible for performing the batch settlement operation on the electronic POS device to electronically transmit credit card transactions to TAPC for processing. (Note: A batch is one or a series of transactions entered into the terminal that is stored until the information is electronically transferred to TAPC.)

MERCHANT SUPPORT

If you need assistance, you can reach Merchant Support toll-free at 1-888-767-1982 from 7:00 a.m. to 7:00 p.m. Central Time. Our verification operators and POS Support team are available 24 hours a day, seven (7) days a week, for your convenience.

MISCELLANEOUS INFORMATION

If your customer wants to be a Titan Aviation cardholder, give them an application, refer them to www.titanaviationcards.com, or have them call Customer Service at 1-252-633-0066.

MULTI SERVICE AVIATION

Authorization Number

Voice Authorization: 1-800-255-5037

Acceptance Policies

AGREEMENT

As an authorized Multi Service Merchant, you agree to sell merchandise, products or services to authorized holders of Multi Service Cards. All sales using Multi Service Aviation's Multi Service Cards must be serviced, processed, and handled by Multi Service Aviation and by no other party. The Merchant agrees that it will not enter into or attempt to enter into any agreement with any other party to allow such other party to service, process, or handle transactions generated by use of the Multi Service Card.

Merchants are not authorized to charge the service fee to the cardholder.

Invoices must be completed via the method(s) provided to you by TAPC.

PAYMENT SCHEDULES

Payment methods, fees, and remittance reports will be handled with you in accordance with the credit card program offered by the Multi Service contracted party (your credit card service provider). Please contact your credit card service provider for specific details on payment options and reports.

Multi Service will have the right to offset outstanding amounts owed by Merchant on the Merchant's Multi Service Card accounts against any sums payable to the Merchant by Multi Service under any contract, agreement, or arrangement.

CHECK THE TAIL NUMBER

If a tail number is embossed on the Multi Service Card, verify that it corresponds to that of the aircraft for which the purchase is being made. If a suspicious situation arises, please contact Multi Service before any further action is taken.

CARDS WITHOUT A TAIL NUMBER

Multi Service does issue cards without a tail number upon request. If no tail number appears on the Multi Service Card, positively identify the customer as being an employee of the company shown on the card. Please enter the aircraft registration number on the invoice in the provided area.

RULES AND REGULATIONS

1. VALID CARD: The Merchant will accept all valid Multi Service Cards when properly presented as payment from cardholders for authorized purchases. The Merchant is required to obtain an authorization code from Multi Service to ensure the card is valid. For manual invoices, the authorization code must be written legibly on the invoice.

2. COMPLETION OF INVOICE: Every invoice must be completed in full by the Merchant. Non-fuel items may be entered on the same transaction with fuel. The invoice shall be signed by the cardholder in the space provided, except when the card is swiped at a self-service pump. The customer's copy of each invoice shall be delivered to the customer after the invoice is completed.

    a. For manual Merchants, imprint the Multi Service Card onto the invoice, or enter the card number and customer name in the space provided. Be sure to enter your Merchant number and the authorization code on each invoice. Multi Service invoice copies should be mailed at least weekly, and must be postmarked within 7 days of purchase, or Multi Service cannot guarantee payment to you, or your credit card service provider.

    b. For electronic Merchants, the card must be swiped through an electronic magnetic card reader or entered manually on the electronic processing system and each transaction entered. For electronic Merchants, transactions should be settled to your processing center by 11:59 p.m. Central Time on the day the transaction took place.

3. CHARGEBACKS: Merchants may not receive payment from Multi Service or may be subject to chargebacks for any invoices that do not comply with the regulations and instructions listed in these Operating Procedures. Furthermore, Multi Service may chargeback any transaction to a Merchant where (a) the Merchant had previously billed the same transaction to the cardholder, or (b) the cardholder was delinquent in the payment of other transactions involving the Merchant. In the event that Multi Service receives an invoice that does not comply with these Procedures, Multi Service may elect to bill the invoice and attempt to collect from the customer. Any chargeback will be made by Multi Service within 210 days from the billing date, except for erroneous or fraudulent charges, for which there is no time limit.

4. AIRCRAFT LIENS: In addition to any lien rights which Multi Service might possess as a result of services provided to the cardholder, upon TAPC's payment to you (the Merchant), you irrevocably transfer and assign to Multi Service all rights, including lien rights, that you have arising from the transactions(s) for which you have been paid.

5. CASH PAYMENTS: No Merchant shall receive any payments from cardholders with respect to charges for a transaction involving the use of the Multi Service Card, and no cash advance shall be paid by the Merchant to the cardholder for any Multi Service Card transaction.

6. REVISIONS: Multi Service may revise these Operating Procedures, and any revisions shall become effective seven (7) days after receipt of the revisions by the Merchant. The Merchant shall be deemed to have agreed to this and any future revisions by continued participation in the Multi Service program after the effective date of the revisions.

7. GOVERNING LAW: In recognition of the national and international nature of aviation and the necessity for legal certainty, predictability and convenience, these Operating Procedures and all agreements, actions and transactions contemplated herein are governed and controlled by the laws of the State of Florida, including specifically Fla. Stat. ch. 329.41 (as presently enacted), without regard to Florida's conflict or choice of law principles.

MULTI SERVICE CANNOT GUARANTEE PAYMENT FOR INVOICES THAT FAIL TO MEET THESE REQUIREMENTS.

<u>INSTRUCTIONS FOR COMPLETION OF INVOICE</u>

ELECTRONIC MERCHANTS

1. Each transaction must be entered into your electronic processing system. Please refer to the operations guide for your electronic processing system for further instructions. If the fuel purchase is $10,000 or more, or if the non-fuel purchase is $1000 or more, the electronic processing system may instruct you to "Call Center." If so, call the Multi Service live operator at 1-800-255-0149 and give the details of the purchase as requested. The operator will give you an authorization code. Those transactions must then be entered as a "Post Authorization." Refer to the operations guide for your electronic processing system for Post Authorization instructions.

2. Electronic Merchants must perform the batch settlement operation on the electronic processing system to electronically transmit credit card transactions to Multi Service for processing. (Note: A batch is one or a series of transactions entered into the terminal that is stored until the information is electronically transferred to the processing center.)

MERCHANT SUPPORT

If you need assistance, you can reach Merchant Support toll-free at 1-877-MSA-CARD (877-672-2273) from 7:00 a.m. to 7:00 p.m. Central Time. Our verification operators and POS Support team are available 24 hours a day, seven (7) days a week for your convenience.

MISCELLANEOUS INFORMATION

If your customer wants to be a Multi Service cardholder, give them an application, or have them call MSA at 1-877-MSC-CARD.

MULTI SERVICE CARD AUTHORIZATION INSTRUCTIONS FOR POST AUTHORIZATIONS

If you do not have a touch-tone telephone, you must call 1-800-255-0149 and request an aviation authorization from a live operator.

TOUCH TONE METHOD (you must use a touch-tone telephone)

1. Call 1-800-255-5037.

2. When the voice response computer asks for the Merchant number, enter your Multi Service Merchant number using the buttons on your touch-tone phone. End the entry with [#].

3. Enter the Multi Service Card number plus [#].

4. Enter the total dollar amount (no cents) of the sale, ending with [#].

5. The computer will give you an authorization code.

6. Write the authorization code in the upper right hand corner of the invoice in the space provided.

NOTE: To correct an entry, hit [*##]. This will take you back to the last entry.

If you need assistance, you can reach us toll-free at 1-877-MSC-CARD. Our verification operators and POS support team are available 24 hours a day, 7 days a week for your convenience.

US GOVERNMENT AIR CARD

AIR Card® Acceptance Operating Procedures

Important Contact Information

Voice Authorization:	+1.855.319.0570 US and Canada +1.913.217.9374 outside US and Canada
Support Phone:	+1.866.308.3811 US and Canada +1.913.217.9303 outside US and Canada merchant-support@aircardsys.com
Support E-Mail: Support Fax:	+1.913.217.9358

Submit your manual invoices to:

By e-mail:	invoices@aircardsys.com
By fax:	+1.913.217.9308
By mail:	AIR Card® Operations, 8650 College Blvd., Overland Park, KS 66210 USA

Acceptance Policies – Revised – April – 2016

AGREEMENT

As an authorized Merchant for Kropp Holdings Inc. (“KHI”) you agree to sell merchandise, products or services to authorized holders of the U.S. Government AIR Card®. All AIR Card® sales must be serviced, processed, and handled by KHI or its subcontractor, Multi Service Technology Services, and by no other party. The Merchant agrees that they will not enter into or attempt to enter into any agreement with any other party to allow such other party to service, process, or handle transactions generated by use of KHI cards. If KHI, in its sole discretion, makes an exception to a requirement of processing a transaction, it does not negate any clause in these Operating Procedures for any other transactions.

SUBMISSION OF INVOICE OR ACCEPTANCE OF AN U.S. GOVERNMENT AIR CARD® FOR PAYMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE KHI MERCHANT AGREEMENT.

KHI processes and reimburses the Merchant for the transaction in accordance with the terms and conditions in these Operating Procedures and established Merchant Agreement. In both types of

transactions, all Rules, Regulations, Terms and Conditions in these Operating Procedures must be followed in order to obtain reimbursement. Merchants are not authorized to charge any fee to the cardholder except as outlined in Appendix A of these operating procedures.

****** DLA ENERGY ONLY ALLOWS CERTAIN PRODUCTS TO BE CHARGED ON THE U.S. GOVERNMENT AIR CARD®. ONLY THOSE PRODUCTS LISTED ON APPENDIX A OF THESE OPERATING PROCEDURES ARE ALLOWED. WORDING ON THE INVOICE MUST MATCH THE DLA APPROVED PRODUCT CODE LIST OR THE TRANSACTION WILL BE REJECTED AND NOT PAID. IT IS THE MERCHANTS RESPONSIBILITY FOR HAVING THE MOST CURRENT LIST OF APPROVED PRODUCTS WHICH CAN BE DOWNLOADED FROM www.khinc.com/air-card ******

PAYMENT SCHEDULES

KHI will reimburse Merchant in accordance with the terms and conditions as agreed upon in the Merchant Agreement. KHI will have the right to offset outstanding amounts owed by Merchant on the Merchant's account against any sums payable to the Merchant by KHI, or its affiliates, under any contract, agreement, or arrangement. For payment inquiries, please contact Support at the numbers listed above.

TAIL NUMBER (AIRCRAFT REGISTRATION) VERIFICATION

If a tail number is embossed on the U.S. Government AIR Card®, verify that it corresponds to that of the aircraft for which the purchase is being made. If a suspicious situation arises, please contact Support before any further action is taken. The tail number associated with the purchase must be included with all transactions submitted for processing.

ANY AIRCRAFT CARDS

KHI does issue cards embossed with "ANY ACFT" upon request. If "ANY ACFT" appears on the U.S. Government AIR Card®, positively identify the cardholder as being an employee of the respective government or company. Please record the aircraft tail number/side number or Navy Identification Code (US Navy Only)/Serial number (no greater than 10 characters) on the invoice or input it into the electronic point of sale processing system.

RULES AND REGULATIONS

1. VALID CARD AND AUTHORIZAION: The Merchant will accept all valid U.S. Government AIR Cards® when properly presented as payment from cardholders for authorized purchases. All U.S. Government AIR Card® purchases must be authorized prior to invoice submission. Authorization must be obtained by utilizing one of the authorization methods provided by KHI or by calling the number listed on the first page.

2. SUBMISSION OF INVOICE: Merchants may submit invoices for U.S. Government AIR Cards® via various methods:

   A. Electronic (certified and approved by KHI) — Point of Sale (POS) device, FBO Software or via electronic file settlement.
   B. Manual — Mail or courier, fax, or email.

Refer to the information at the top of this document for manual submission. All invoices must be submitted within 30 (thirty) days after the Date of Delivery, KHI reserves the right to deny processing for any transactions received after this time.

Merchants may also submit invoices or batches of deliveries for U.S. Government AIR Card® transactions via electronic file settlement through the KHI secure gateway. Many companies utilize accounting software that allows transaction data to be exported into a prescribed file format. The KHI settlement and transaction processing system supports several of these file formats—IATA and XML for example. Electronic file submission allows for faster, more accurate processing, resulting in quicker payment to the merchant. For further information regarding electronic file submission, please contact our customer service team 7x24.

3. COMPLETION OF INVOICE: The Merchant must complete every invoice in full. Non-fuel items may be entered on the same transaction with fuel. The cardholder's copy of each invoice or signed fuel delivery ticket must be delivered to the cardholder after the invoice or delivery ticket is completed. Applicable taxes must be separately stated (example - FET, State Tax, VAT, GST, Sales Tax must each be reported on a separate line) as they are applied to individual product items. No more than one fuel product may be on a single invoice.

a. For manual Merchants, imprint the U.S. Government AIR Card® onto the invoice or delivery ticket, or enter the full card number and tail number onto the invoice or the delivery ticket. U.S. Government AIR Cards® begin with 789682. When an authorization code is required (see instructions above) be sure to enter the authorization code on each invoice. Submit invoice copies to KHI within 30 (thirty) days of purchase (as evidenced by the postmark date, faxed receipt date or e-mail receipt date) or KHI cannot guarantee payment to you or your credit card service provider.

The minimum information required for transactions to be considered complete:

1. Merchant number or merchant identifying information
2. ICAO
3. Card number
4. Tail number/side number or Navy unit identification code (US Navy Only)/serial number
5. Date and time of delivery
6. Invoice date
7. Product or detailed description of purchases (Listed as separate line items)
8. Fuel: net quantity of fuel in US gallons or liters with unit of measure clearly identified
9. Price charged per unit
10. Cost per unit for ground services and handling
11. Pilot's signature and printed name
12. Signature of fueling operator
13. Cardholder name (e.g. unit or squadron name)
14. Authorization code (see authorization code section)
15. Invoice number and/or delivery ticket number
16. Card expiration date
17. Unit (price multiplied by quantity) must equal total per line item
18. All units of measure and currency must be properly displayed
19. Invoices must be submitted in the currency in which the Merchant agreed to be paid
20. Taxes applicable to each product or service purchased

b. For electronic U.S. Government AIR Card® Merchants, the card must be swiped through an electronic magnetic card reader or entered manually on the electronic processing system provided by KHI or your fuel supplier for acceptance of the U.S. Government AIRCard®. Electronic Merchants should settle transactions to your processing center by 11:59 p.m. U.S. Central Standard Time on the day the transaction took place.

c. While the U.S. Government AIR Card® may be used for both fuel and ground services, only specific aviation related ground services and products may be charged to the U.S. Government AIR Card®. A complete list of authorized ground services and products is located in Appendix A of these Operating Procedures and the most current version can always be downloaded at www.khinc.com/air-card. It is the merchant's responsibility to always be using the most current version. Invoices received with charges other than these authorized charges will be returned to the Merchant for correction and resubmission. Additionally, the bundling or packaging of ground services is not permitted and invoices reflecting packages will be returned to the Merchant for correction and resubmission.

4. THIRD PARTY MANAGEMENT AND RESPONSIBILITY: In the event that Merchant utilizes the services of a third-party subcontractor, the Merchant will accept full responsibility in managing the subcontractor. The Merchant will ensure that said subcontractor adheres to the guidelines set forth in this document and provides the services represented by the Merchant. It is the Merchant's responsibility to manage their subcontractor to obtain invoicing information and to then render an invoice to KHI for DLA approved services rendered. Should a dispute arise, KHI will work to resolve the situation with the Merchant directly and will not attempt to remediate with a subcontractor.

5. CHARGEBACKS AND REJECTED TRANSACTIONS: Merchants will not receive payment from KHI or may be subject to chargebacks or rejections for any invoices that do not comply with these Operating Procedures. KHI will chargeback, or reject, any U.S. Government AIR Card® transaction to a Merchant where the Merchant had previously billed the same transaction to

the cardholder, or the Merchant fails to provide requested back-up information within three (3) United States business days. International merchants have up to fourteen (14) calendar days to submit requested back-up information. In the event that KHI receives an invoice that does not comply with these Operating Procedures, KHI may elect to bill the invoice and attempt to collect from the cardholder. If KHI, in its sole discretion, makes an exception to a requirement for particular transaction(s), it does not negate any clause in these Operating Procedures for all other transactions. KHI will not refund the Service Fee on any chargeback transaction. If such transaction is re-submitted, an additional Service Fee may apply.

6. CASH PAYMENTS: No Merchant will accept cash payments from cardholders with respect to charges made on U.S. Government AIR Cards®, and no cash advance will be paid by the Merchant to the cardholder for any U.S. Government AIR Card® transaction.

7. REVISIONS: KHI may revise these Operating Procedures at its option at any time, and any revisions will become effective seven (7) days after notice of such revisions to the Merchant. The Merchant will be deemed to have agreed to this and any future revisions by continued participation in the U.S. Government AIR Card® program after the effective date of the revisions.

8. AUDIT AND REVIEW OF PERFORMANCE: DLA-Energy and KHI have the right at all reasonable times and on reasonable notice in writing of at least fourteen (14) days to audit and inspect your systems, procedures, supporting documentation, financial and other books and records to the extent that they relate to your obligations under the related Merchant Agreement and Operating Procedures. Merchants are also required to respond to DLA-Energy or KHI surveys should the need arise.

9. GOVERNING LAW, JURISDICTION AND FORUM: These AIR Card® Operating Procedures will be governed under the laws of the State of Kansas. Each of the parties agrees to the exclusive jurisdiction and forum of the federal court sitting in Johnson County, Kansas, without regard to Kansas' conflict or choice of law principles, in any action or proceeding arising out of or relating to this Agreement; provided, however, for any matter or controversy not qualifying for federal subject matter jurisdiction, the exclusive jurisdiction and forum will be in the District Court of Johnson County, Kansas and each of the parties agrees that all claims in respect of the action or proceeding may be heard and determined in any such court and the parties hereto agree to such jurisdiction and forum. In recognition of the national and international nature of aviation and the necessity for legal certainty, predictability and convenience; upon reimbursement from KHI, Merchant irrevocably assigns to KHI all rights acquired by Merchant, including lien rights, resulting from transactions for fuel and services for which Merchant has received payment or reimbursement, to allow KHI to pursue payment from the account holder.

10. LIABILITY: The Merchant acknowledges that KHI and/or any of its affiliates are acting as a processor only and at no time does title or risk of loss for any product or service supplied pass to KHI. Any dispute arising under or about such a purchase is a matter between the Merchant and the account holder purchasing the product or service. Neither party will be liable to the other party under the KHI Merchant Agreement and Operating Procedures and all related documents for any indirect or consequential loss or damage (including loss of profits, business, contracts, anticipated savings, revenue or goodwill) suffered by the other party whether such loss is caused by that party's breach of its contractual obligations or by any tortious act or omission (including negligence) or in any other way.

11. INDEMNIFICATION: Except for Kropp Holdings Inc.'s willful misconduct, gross negligence or negligence, Merchant agrees to indemnify and hold harmless KHI, its officers, directors, employees, successors, assigns, subsidiaries, and affiliates from and against any and all losses, damages, costs, and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements, and judgments arising out of (i) Merchant's or its employees' or agents' gross negligence, willful misconduct or negligence in the performance of its duty and obligation under the Merchant Agreement or Operating Procedures or related documents; (ii) the failure by Merchant or its employees or agents to properly comply with the terms of the Merchant Agreement or Operating Procedures or related documents; (iii) Merchant or its employees' or agents' errors or omissions regarding the subject matter hereof; or (iv) the sale of products or services to AIR Card® holders.

Except for Merchant's willful misconduct, gross negligence or negligence, KHI agrees to indemnify and hold harmless Merchant, its officers, directors, employees, successors, assigns, subsidiaries, and affiliates from and against any and all losses, damages, costs, and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements, and judgments arising out of (i) KHI or its employees' or agents' gross negligence, willful misconduct or negligence in the performance of its duty and obligation under the Merchant Agreement or these Operating Procedures or related documents; (ii) the failure by KHI or its employees or agents to properly comply with the terms of the Merchant Agreement or these Operating Procedures or related documents; or (iii) KHI or its employees' or agents' errors or omissions regarding the subject matter hereof.

12. FORCE MAJEURE: Neither party will be liable to the other for failure to perform under the KHI Merchant Agreement or these Operations Procedures or related documents where such failure to perform is due to any natural disaster, fire, flood, storm, strike, labor unrest, acts of God, equipment or power interruptions (when not due to the negligence of the nonperforming party, its employees and contractors), interruptions in the telephone systems, failures in third-party computer software or hardware, or any cause beyond the non-performing party's reasonable control provided that written notice of such force majeure event is provided to the other party within ten (10) days of such event. However, in the event that any party declares force majeure and will be unable to recommence performance within sixty (60) days of the date of the onset of force majeure, the parties agree that they will meet and negotiate in good faith concerning acceptable solutions to the situation.

13. TAX EXEMPTION: The U.S. Government expects tax exempt status for Merchant transactions as a Merchant requirement for participation in the program. KHI will work with global merchants to obtain tax exemptions on behalf of the US Government.

KHI will also work with the US Government to resolve such issues if they should arise.

14. DATA MAINTENANCE: The merchant is responsible and expected to maintain current price and contact data within the system via EAS or by contacting KHI's 7x24x365 Customer Service Team.

KHI DOES NOT GUARANTEE PAYMENT FOR INVOICES THAT FAIL TO MEET ANY OF THESE REQUIREMENT(S) SET FORTH

VISA/MASTERCARD

Authorization Number

Voice Authorization: 1-866-401-4852

Acceptance Policies

United States & Canada

By accepting Visa and MasterCard for payment under the Titan Aviation Program, you agree to the following terms and conditions.

Section A — Definitions

1) DEFINITIONS.

a) Account: The commercial checking Account at a financial institution acceptable to MSA and designated by Merchant to facilitate payment for Transactions, Chargebacks, returns, adjustments, fees, fines, penalties, and other payments due under this Agreement.

b) Agreement: The TOS, any Addendum, the Merchant Application, the Merchant Operating Guide, and any other guides or manuals provided to Merchant from time to time, and all additions to, amendments and modifications of, and all replacements to any of them, as applicable.

c) Authorization: Merchant's request for approval of a Transaction by an Issuer. Authorization is initiated by accessing the authorization center by telephone or electronic terminal.

d) Authorization Code: The code sent by an Issuer in response to an Authorization request.

e) Automated Clearing House (ACH): The funds transfer system governed by the rules of NACHA. ACH allows financial institutions to clear interbank entries electronically.

f) Bankruptcy Proceeding: With respect to a Person means (i) that the Person or any subsidiary of such Person shall:

(i) commence a voluntary bankruptcy case under United States bankruptcy laws (as now or hereafter in effect); (ii) file a petition seeking to take advantage of any other applicable laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts or any other similar conservatorship or receivership proceeding instituted or administered by any regulatory agency or body; (iii) consent to or fail to contest, in a timely and appropriate manner, any petition filed against it in an involuntary case under such bankruptcy laws or other applicable laws or consent to an Involuntary Bankruptcy Proceeding; (iv) apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a trustee, receiver, custodian, liquidator, or similar entity of such Person or of all or any substantial part of its assets, domestic or foreign; (v) admit in writing its inability to pay its debts as they become due; (vi) make a general assignment for the benefit of creditors; (vii) make a conveyance fraudulent as to creditors under any applicable law; (viii) take any action for the purpose of effecting any of the foregoing; or (ix) that a case or other proceeding shall be commenced against the Person or any subsidiary of such Person in any court of competent jurisdiction, or through any regulatory agency or body, seeking:(A)relief under United States bankruptcy laws (as now or hereafter in effect) or under any other applicable laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition, or adjustment of debts; or (B) the appointment of a trustee, receiver, custodian, liquidator or the like of such Person or of all or any substantial part of the assets, domestic or foreign, of such Person or any other similar conservatorship or receivership proceeding instituted or administered by any regulatory agency or body.

g) Card Not Present: The processing environment where the Payment Device is not physically presented to the Merchant by the Cardholder as the form of payment at the time of the Transaction.

Card Not Present includes, but is not limited to, Mail Order, Telephone Order, and Electronic Commerce Transactions.

h) Card Present: The processing environment where the Payment Device is physically presented to the Merchant by the Cardholder as the form of payment at the time of sale.

i) Cardholder: (i) The individual in whose name a Payment Device has been issued; and (ii) any individual who possesses and uses a Payment Device and who purports to be the person in whose name the Payment Device was issued or whose signature appears on the Payment Device as an authorized user.

j) Chargeback: A sales Transaction disputed by a Cardholder or Issuer pursuant to the Payment Network Regulations.

k) Confidential Information: All information or items proprietary to MSA, of which the Merchant obtains knowledge or access as a result of the Merchant's relationship with MSA, including, but not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing):

scientific, technical, or business information, product makeup lists, ideas, concepts, designs, drawings, techniques, plans, calculations, system designs, formulae, algorithms, programs, software (source and object code), hardware, manuals, test procedures and results, identity and description of computerized records, identity and description of suppliers, customer lists, processes, procedures, trade secrets, "know-how," marketing techniques and material, marketing and development plans, price lists, pricing policies, and all other financial information.

l) Convenience Fee: Any fee or charge for the use of a Payment Device in a Transaction.

m) Credit Card: a(i) Visa card or other card bearing the symbol(s) of Visa Inc.; (ii) MasterCard card or other card bearing the symbol(s) of MasterCard Inc.; or (iii) any card bearing the symbol of any other Credit Card Association.

n) Credit Card Associations:(i) Visa Inc.; (ii) MasterCard Inc.; (iii) and any other organization that provides Cards that are accepted by Merchant by agreement with MSA.

o) Credit Card Rules: All applicable rules and operating regulations of the Credit Card Associations, and all rules, operating regulations, and guidelines for Credit Card Transactions issued by MSA from time to time, including, without limitation, all amendments, changes and revisions made thereto from time to time.

p) Credit Transaction Receipt: A document, in paper or electronic form, evidencing a Merchant's refund or price adjustment to be credited to a Cardholder Account.

q) EAF: Eastern Aviation Fuels, Inc.

r) EBT Card: A card utilized for electronic benefits transfers.

s) EFT Networks:(i) Interlink Network Inc., Maestro U.S.A., Inc., Visa, and MasterCard; and (ii) any other organization or association that hereafter authorizes MSA to authorize, capture, and/or settle Transactions effected with debit cards, and any successor organization or association to any of the foregoing.

t) Electronic Check Service Association: Visa, NACHA, and any other organization or association hereafter designated as an Electronic Check Service Association by MSA from time to time.

u) Electronic Check Service Rules: All applicable rules and operating regulations of the Electronic Check Service Associations, and all rules, operating regulations, and guidelines for Electronic Check Service Transactions issued by MSA from time to time, including without limitation, all amendments, changes, and revisions made thereto from time to time.

v) Electronic Commerce Transaction: A Transaction that occurs when the Cardholder uses the Internet to make a purchase from a Merchant or a Merchant uses the Internet to submit the Transaction for processing to MSA.

w) Interchange: The clearing and settlement system for Visa and MasterCard Credit Cards where data is exchanged between MSA and the Issuer.

x) Issuer: The financial institution or other entity that issued the Credit Card to the Cardholder.

y) Laws: All applicable state, federal and local laws, rules, and regulations, orders and decrees, as amended from time to time.

z) Mail Order/Telephone Order (MO/TO) Transaction: For MO, a Transaction that occurs when the Cardholder uses the mail to make a purchase from a Merchant and for TO, a Transaction that occurs when the Cardholder uses a telephone to make a purchase from a Merchant.

aa) MasterCard: MasterCard Inc.

bb) Merchant Application: Any document containing information regarding Merchants business that is submitted to MSA in connection with Merchant's application for processing services, including documents submitted by Merchant as a part of the bid process, if applicable.

cc) Merchant Operating Guide: The operating manual provided by MSA to Merchants. The Merchant Operating Guide may be amended from time to time by MSA in its sole discretion.

dd) MSA: Multi Service Aviation, a division of U.S. Bank National Association.

ee) National Automated Clearing House Association (NACHA): The national association that establishes standards, rules, and procedures to enable depository financial institutions that are members of regional ACH associations to exchange electronic payments.

ff) Payment Device: Any device used for the purpose of obtaining credit or debiting a designated Account including a Credit Card or other device created to be used for the purpose of obtaining credit or debiting a designated Account, that is now or hereafter effected through Transactions with Merchants.

gg) Payment Network: Any Credit Card Association, EFT Network, Electronic Check Service Association, governmental agency or authority, and any other entity or association that issues or sponsors a Payment Device.

hh) Payment Network Regulations: Individually and collectively, as the context may dictate, the Credit Card Rules and/or the Electronic Check Service Rules.

ii) Person: Any individual, firm, corporation, business trust, partnership, governmental agency or authority, or other entity and shall include any successor (by merger or otherwise) of such entity.

jj) P0S Device: A terminal, software or other point-of-sale device at a Merchant location that conforms to the requirements established from time to time by MSA and the applicable Payment Network.

kk) Prepaid Cards: A reloadable card having available funds to the Cardholder paid for in advance.

ll) Program: The Payment Device processing services and other related products and services received by Merchant pursuant to the Agreement.

mm) Reserve Account: The Account established pursuant to Section (B) (6).

nn) Reserve Amount: The amount established pursuant to the calculation set forth in Section (B)6).

oo) Reserve Event: The events designated in Section B(6)(B).

pp) Retrieval Request: A request initiated by a Cardholder or Issuer that requires the Merchant to produce a legible copy of the Cardholder's signed Transaction Receipt within a specified period of time.

qq) TOS: These Terms of Service and all additions to, amendments, and modifications of, and all replacements to the TOS, as applicable.

rr) Transaction: Any action by a Cardholder using a Payment Device and a Merchant that results in activity on the Cardholders Account (e.g., payment, purchase, refund, or return).

ss) Transaction Receipt: The paper or electronic record evidencing the purchase of goods or services from, or payment to, a Merchant by a Cardholder using a Payment Device.

tt) Value Added Services: Any product or service provided by a third party unaffiliated with MSA to assist Merchant in processing Transactions, including without limitation, Internet payment gateways, integrated P0S Devices, inventory management and Accounting tools, loyalty programs, fraud prevention programs, and any other product or service that participates, directly or indirectly, in the flow of Transaction data.

uu) Visa: Visa Inc.

2) RULES OF CONSTRUCTION.

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the TOS.

Singular terms shall include the plural, and vice versa, unless the context otherwise requires.

The words "hereof," "herein," and "hereunder," and words of similar import when used in the TOS shall refer to the TOS and not to any particular provision of the TOS.

The word "day" shall mean "calendar day", unless specifically stated otherwise.

In the event of a conflict between the terms of Section B - General Provisions, and any subsequent section of the TOS, the terms of the subsequent section shall prevail.

Section B - General Provisions

3) ACCEPTANCE OF PAYMENT DEVICES.

Merchant shall determine in accordance with the Payment Network Regulations and the Agreement which types of Payment Devices it will agree to accept as payment for goods and services.

The terms and conditions for the acceptance of Credit Cards are, set forth in the TOS.

The terms and conditions for the acceptance of any Payment Devices other than Credit Cards shall be set forth in one or more addenda (each an "Addendum"), which shall incorporate the TOS by reference.

Each Addendum shall be governed by the TOS, as well as by the terms set forth in the Addendum.

4) DEPOSIT OF TRANSACTION RECEIPTS.

a) Funds.

i) Deposits. Merchant agrees that the Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C. Section 365, as amended from time to time.

Subject to this Section, MSA will deposit to the Account all funds evidenced by Transaction Receipts complying with the terms of the Agreement and the Payment Network Regulations and will provide Merchant provisional credit for such funds (less recoupment of any Chargebacks, returns, adjustments, fees, fines, penalties, and other payments due under the Agreement).

Merchant acknowledges that Merchant's obligation to MSA for all amounts owed under the agreement arises out of the same transaction as MSA's obligation to deposit funds to the Account.

ii) Provisional Credit. All Transaction Receipts and deposits are subject to audit and final checking by MSA, and may be adjusted for inaccuracies or errors.

Merchant acknowledges that all credits for funds provided to Merchant are provisional and subject to Chargebacks and adjustments in accordance with the Payment Network Regulations, whether or not a Transaction is charged back by the Issuer.

MSA may elect to grant conditional credit for individual or groups of Transaction Receipts.

Final credit for Transaction Receipts will be granted within MSA's sole discretion.

iii) Original Transaction Receipts. Under no circumstances will MSA be responsible for processing returns, refunds, or adjustments related to Transactions not originally processed by MSA.

b) Processing Limits.

MSA may impose a cap on the dollar amount of Transaction Receipts that it will process for Merchant. This limit may be changed from time to time, without prior notice to Merchant.

If Merchant exceeds the established limit, MSA may suspend the processing of Transaction Receipts, and either return all Transaction Receipts evidencing funds over the cap to Merchant or hold those deposits in a separate Account or Reserve Account.

c) Chargebacks.

Merchant is fully liable to MSA for all Transactions returned to MSA for whatever reason including all Chargebacks.

Merchant will pay MSA for all Chargebacks.

Merchant agrees to accept for Chargeback, and will be liable to MSA in the amount of any Transaction for which the Cardholder or Issuer disputes the validity of the Transaction for any reason.

Merchant authorizes MSA to offset from funds due the Merchant for Transaction activity and to debit the Account, the Reserve Account, or any other Account held at U.S. Bank National Association or at another financial institution for the amount of all Chargebacks.

Merchant will fully cooperate with MSA in complying with the Payment Network Regulations regarding Chargebacks.

If applicable, guarantors are personally liable to MSA for all Chargebacks.

5) ACCOUNT.

a) Establishment and Authority.

Merchant will establish and maintain with U.S. Bank National Association (or with another depository institution acceptable to MSA) one or more Accounts to facilitate payment for Transactions.

Merchant will maintain sufficient funds in the Account to accommodate all Transactions contemplated by the Agreement and all Chargebacks, returns, adjustments, fees, fines, penalties.

b) ACH Authorization.

Merchant authorizes MSA and its respective vendors and agents to initiate debit/credit entries to the Account, the Reserve Account, or any other Account maintained by Merchant at any institution that is a receiving member of ACH, all in accordance with the Agreement.

This authorization will remain in effect after termination of the Agreement and until all of Merchant's obligations to MSA have been paid in full.

In the event Merchant changes the Account, this authorization will apply to the new Account and Merchant shall provide MSA such information regarding the new Account as they deem necessary.

It may take MSA up to ten (10) business days after MSA's receipt of a written notice from Merchant to reflect in its system any change to Merchant's Account.

6) SECURITY INTERESTS, RESERVE ACCOUNT, RECOUPMENT, AND SET-OFF.

a) Security Interests.

i) Security Agreement. The Agreement constitutes a security agreement under the Uniform Commercial Code. Merchant grants to MSA a security interest in and lien upon:

(A) all funds at any time in the Account, regardless of the source of such funds; (B) all funds at any time in the Reserve Account, regardless of the source of such finds; (c) present and future Transaction Receipts; and (d) any amount which may be due to Merchant under the Agreement, including, without limitation, all rights to receive any payments or credits under the Agreement (collectively, the "Secured Assets").

Merchant agrees to provide other security to MSA, upon request, to secure Merchant's obligations under the Agreement.

These security interests and liens will secure all of Merchant's obligations under the Agreement and any other agreements now existing or later entered into between Merchant and MSA including Merchant's obligation to pay any amounts due and owing to MSA.

MSA may execute this security interest, without notice or demand of any kind, by making an immediate withdrawal or by restricting Merchant's access to the Secured Assets.

ii) Perfection. Upon request of MSA, Merchant will execute one (1) or more control agreements or other documents to evidence or perfect this security interest. Merchant represents and warrants that no other person or entity has a security interest in the Secured Assets.

With respect to such security interests and liens, MSA will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity.

Merchant will obtain from MSA written consent prior to granting a security interest of any kind in the Secured Assets to a third party.

Merchant agrees that this is a contract of recoupment and MSA are not required to file a motion for relief from a bankruptcy action automatic stay to realize any of the Secured Assets.

Nevertheless, Merchant agrees not to contest or object to any motion for relief from the automatic stay filed by MSA.

Merchant authorizes MSA and appoint MSA Merchant's attorney in fact to sign Merchant's name to any control agreement used for the perfection of any security interest or lien granted hereunder.

b) Reserve Account.

i) Establishment. MSA may establish a Reserve Account in the Reserve Amount upon the occurrence of a Reserve Event for the purpose of providing a source of funds to pay MSA for any and all amounts owed by Merchant.

MSA shall have sole control of the Reserve Account.

ii) Reserve Amount. The Reserve Amount is equal to the aggregate dollar value of:

Average % credits to processing volume during the same period + average % Chargebacks to processing volume during the same period) multiplied by four multiplied by average monthly processing volume plus one month's average fees plus # days delayed delivery multiplied by the average day's processing volume].

For purposes of this calculation, the number of days delayed delivery means the number of days between the date on which the Cardholder's Payment Device is charged and the date the Cardholder receives and is satisfied with the product.

Further, for purposes of this calculation, MSA will determine, in its sole discretion, the applicable period considering factors such as Merchant's sales growth and seasonality and other payments due under this Agreement.

Merchant irrevocably authorizes MSA to debit the Account for Chargebacks in accordance with the Payment Network Regulations and for returns, adjustments, fees, fines, penalties, and any other payments due under the Agreement, Merchant also authorizes MSA's vendors or agents to debit the Account for any fees due to such vendors or agents under this Agreement.

Merchant must obtain prior consent from MSA to change the Account

If Merchant does not get such consent, MSA may immediately and without notice terminate the Agreement and may take any other action either of them deems necessary in their discretion.

MSA have the right to rely upon written instructions submitted by Merchant to request changes to the Account.

Merchant may request from MSA written confirmation of MSA's consent to change the Account.

c) Account.

If the Account is maintained with MSA (as part of U.S. Bank National Association), MSA will deposit all funds evidenced by Transaction Receipts to the Account, subject to Section (B(4) of the TOS.

MSA has the right to delay, within their discretion, crediting the Account with funds evidenced by submitted Transaction Receipts.

Merchant authorizes MSA to initiate reversal or adjustment entries and initiate or suspend such entries as may be necessary to grant Merchant provisional credit for any entry.

MSA will make deposits to the Account pursuant to the Agreement and the ACH Authorization (defined below).

To the extent required, Merchant authorizes and appoints MSA to act as Merchant's agent to collect Transaction amounts from the Issuer.

MSA, in its sole discretion, may grant Merchant provisional credit for Transaction amounts in the process of collection, subject to receipt of final payment by MSA and subject to all Chargebacks, returns, adjustments, fees, fines, penalties, and any other payments due under the Agreement.

Merchant shall maintain sufficient funds on deposit in Merchant's Account to pay all items as they come due in the ordinary course of business.

d) Asserted Errors.

It is the responsibility of Merchant to reconcile the statements regarding Transaction activity received from MSA, any Payment Network, and any third party vendors with the statements Merchant receives for Merchant's Account.

Merchant must promptly examine all statements relating to the Account and immediately notify MSA in writing of any errors in the statement Merchant received from MSA.

Merchant's written notice must include:

(i) Merchant name and Account number; (ii) the dollar amount of the asserted error; (iii) a description of the asserted error; and (iv) an explanation of why Merchant believes an error exists and the cause of it, if known.

That written notice must be received by MSA within fifteen (15) days after Merchant receives the statement containing the asserted error.

If Merchant fails to provide such notice to MSA within said fifteen (15) days, MSA shall not be liable to Merchant for any errors Merchant asserts at a later date.

Merchant may not make any claim against MSA for any loss or expense relating to any asserted error for forty-five (45) days immediately following MSA's receipt of Merchant's written notice.

During that forty-five (45) day period, MSA will be entitled to investigate the asserted error, and Merchant shall not incur any cost or expense in connection with the asserted error without notifying MSA.

e) Depository Institution.

Merchant authorizes its depository institution to grant MSA access to any and all information or records regarding the Account.

Merchant authorizes MSA to direct the depository institution to hold funds in the Account in an amount which MSA, in their respective discretion, either individually or collectively, deem sufficient to fully protect MSA's rights under this Agreement or to block or restrict Merchant's or others' access to funds in the Account (whether or not such funds are specifically related to any previous deposit for any Transaction Receipt).

Merchant directs the depository institution to immediately comply with any such direction from MSA.

f) Indemnity.

Merchant will indemnify and hold harmless MSA for any action they take against the Account or Reserve Account pursuant to the Agreement.

Merchant will also indentify and hold harmless the depository institution at which Merchant maintains Merchant's Account for acting in accordance with any instruction from MSA regarding the Account.

g) Reserve Event.

The following will constitute Reserve Events:

(a) fraudulent activity in any monthly period that equal or exceeds one percent (1%) of Merchant's average monthly volume Over the preceding twelve (12) month period, (b) Chargebacks in any monthly period that equal or exceed 1% of the total dollar value of incoming items to MSA, (c) MSA's reasonable belief that Merchant has accepted deposits but has not delivered the goods or services, (d) the commencement of a Bankruptcy Proceeding by or against Merchant, (e) termination of the Agreement for any reason, (f) nonpayment of amounts owed to MSA, and (g) the occurrence of an adverse change in Merchant's financial condition.

h) Funding.

MSA may fund the Reserve Account up to the Reserve Amount by any one or more of the following means: (1) MSA may require Merchant to deposit into the Reserve Account in an amount determined by MSA; (2) MSA may debit the Account in any amount; (3) MSA may deposit into the Reserve Account funds they would otherwise be obligated to pay Merchant.

i) Use of Funds in Reserve Account.

MSA may, without notice to Merchant, apply funds in the Reserve Account against any outstanding amounts Merchant owes or future amounts Merchant will owe under the Agreement or any other agreement between Merchant and MSA.

Also, MSA may debit the Reserve Account to exercise their rights under the Agreement including, without limitation, their rights of set-off and recoupment to collect any amounts due to MSA, Further, Merchant agrees that MSA may be required to send funds in a Reserve Account to a third party in response to a tax levy or other court order.

j) Termination of Reserve Account.

Funds held in the Reserve Account shall remain in the Reserve Account until each of the following has occurred:

(1) the Agreement has been terminated; and (2) Merchant has paid in full all amounts owing or that could ever be owed under the Agreement, including all Chargebacks, returns, adjustment, fees, fines, penalties, and any other payments due under the Agreement.

In no event shall Merchant be entitled to a return of any fines remaining in the Reserve Account before 270 days following the effective date after initiation of the Agreement.

k) Recoupment and Set-off.

MSA retains the right of recoupment and set-off.

This means that it may off-set any outstanding or uncollected amounts owed to them from:

(i) Any amounts they would otherwise be obligated to deposit into the Account; and (ii) Any other amounts they may owe Merchant under the Agreement or any other agreement.

Merchant acknowledges that in the event of a Bankruptcy Proceeding, in order for Merchant to provide adequate protection under Bankruptcy Code Section 362 to MSA, Merchant must create or maintain the Reserve Account as required by MSA and either of them shall have the right to offset against the Reserve Account for any and all obligations Merchant may owe to MSA, without regard to whether the obligations relate to Transaction Receipts initiated or created before or after the filing of the bankruptcy petition.

l) Remedies Cumulative.

The rights conferred MSA in this section are not intended to be exclusive of each other or of any other rights and remedies MSA under the Agreement, at law or in equity.

Rather, each and every right of MSA under the Agreement, at law or in equity is cumulative and concurrent and in addition to every other right.

7) FEES; OTHER AMOUNTS OWED; TAXES.

a) Fees.

Merchant will pay MSA fees for services, supplies, and equipment in accordance with TOS, and any additional application or setup form(s).

Such fees will be calculated and debited from each transaction processed on an MSA card.

In addition, MSA may charge for research including, but not limited to research required to respond to any third party or government subpoena, levy, or garnishment on Merchant's Account.

MSA shall have the right to change fees, including adding fees for additional services utilized by Merchant, pass through to Merchant increases in interchange, assessments, or fees imposed by a third party upon (30) days written notice.

b) Other Amounts Owed.

Merchant will immediately pay MSA any amount incurred by MSA attributable to the Agreement, including, without limitation, Chargebacks, returns, adjustments, fees, fines, penalties (including all fines and penalties assessed by the Payment Networks as a result of Merchant's Transaction processing), and any other payments due under the Agreement.

MSA may debit these amounts from Merchant's Account by ACH or withhold from Merchant's next payment, and in the event such ACH does not fully reimburse MSA for the amount owed, Merchant will immediately pay or be obligated to pay MSA such amount.

MSA may charge interest, as allowed by Law, on all uncollected items that are more than thirty (30) days past due.

c) Taxes.

Merchant is also obligated to pay all taxes and other charges imposed by any governmental authority on the goods and services provided under the Agreement.

If Merchant is a tax-exempt entity, Merchant will provide MSA with an appropriate certificate of tax exemption.

8) ACCURACY OF INFORMATION; INDEMNIFICATION; LIMITATION OF LIABILITY.

a) Accuracy of Information.

Merchant represents and warrants to MSA that all information provided to MSA in the Merchant Application, in the bid process if applicable, or otherwise in the Agreement is correct and complete.

Merchant must notify MSA in writing of any changes to such information, including, without limitation, any additional location or new business at which Merchant desires to accept payment services, the identity of principals and/or owners, the form of business organization (i.e., sole proprietorship, partnership, etc.), type of goods and services provided, and how sales are completed (i.e., by telephone, mail, electronic commerce, or in person at Merchant's place of business).

The notice must be received by MSA at least ten (10) business days prior to the change.

Merchant will provide any additional information requested by MSA within a reasonable time.

Merchant will defend, indemnify, and hold harmless MSA for all losses and expenses incurred by MSA arising out of any such change, whether or not reported to MSA, or Merchant's failure to provide requested information.

MSA may immediately terminate the Agreement upon notification by Merchant of a change to the information in the Merchant Application.

Merchant authorizes MSA to contact credit reporting agencies and Merchant's creditors to make inquiries and obtain reports regarding Merchant's credit standing upon MSA's receipt of the Merchant Application.

b) Idemnification.

Merchant will be liable for and indemnify, defend, and hold harmless MSA and its respective employees, officers, directors, and agents against all claims, including claims made by third parties, losses, damages, liabilities or expenses arising out of the Agreement and for all reasonable attorneys' fees and other costs and expenses paid or incurred by MSA in the enforcement of this Agreement, including those resulting from any Transaction processed under the Agreement or any breach by Merchant of the Agreement and those related to any Bankruptcy Proceeding.

c) Limitation of Liability.

Merchant acknowledges that MSA's fees for the services provided to Merchant are very small in relation to the funds advanced to Merchant for Transactions and consequently MSA's willingness to provide these services is based on the liability limitations contained in the Agreement.

Therefore, in addition to greater limitations on MSA's liability that may be provided elsewhere, any liability of MSA under the Agreement, whether to Merchant or any other party, whatever the basis of the liability, will not exceed; in the aggregate, an amount equal to the fees paid by Merchant during the last three (3) months.

In no event will MSA or its agents, officers, directors, or employees be liable for indirect, exemplary, punitive, special, or consequential damages.

d) Performance.

MSA will perform all services in accordance with this Agreement.

MSA makes no other warranty, express or implied, regarding the services, and nothing contained in the Agreement will constitute such a warranty.

MSA disclaim all implied warranties, including those of merchantability and fitness for a particular purpose.

MSA shall not be liable for any failure or delay in its performance of this Agreement if such failure or delay arises for reasons beyond the control of MSA and without the fault or negligence of MSA.

9) REPRESENTATIONS AND WARRANTIES.

Merchant represents and warrants to MSA as of the time the Agreement is effective, and reaffirm to MSA each time a Transaction is effected during the initial term or any renewal term of the Agreement, the following:

a) Information.

Merchant is a corporation, limited liability company, partnership, or sole proprietorship validly existing and organized in the United States.

All information provided in the Merchant Application, in the bid process if applicable, or any other document submitted to MSA is true and complete and properly reflects the business, financial condition and principal partners, owners, or officers of Merchant.

MSA has the right to rely upon written instructions submitted by Merchant to request changes to the Merchant's business information.

Merchant may request written confirmation of MSA's consent to the changes to the Merchant's business information.

Merchant will not submit Transactions for processing to MSA for any businesses, products, or methods of selling other than those set forth in the Merchant Application at the time Merchant applies for services without the prior written consent of MSA.

b) Corporate Power.

Merchant and the persons signing the Agreement have the power to execute and perform the Agreement.

Merchant represents and warrants that the person executing the Agreement is authorized to bind Merchant and each affiliated entity identified in Merchant Application to all provisions of the Agreement as if each affiliated entity had executed the Agreement, and that such person is authorized to execute any document and to take any action on behalf of Merchant which may be required by MSA, now or in the future.

Further, Merchant represents and warrants that signing and/or performing in accordance with the Agreement will not violate any Law, or conflict with any other agreement to which Merchant is subject.

c) No Litigation.

There is no action, suit, or proceeding pending, or to Merchant's knowledge, threatened which if decided adversely would impair Merchant's ability to carry on its business substantially as now conducted or which would adversely affect Merchant's financial condition or operations.

Merchant has never been placed on the MasterCard MATCH system (formerly known as the Combined Tenanted Merchant File), or, if Merchant has, Merchant has disclosed that fact to MSA in writing.

d) Transactions.

All Transactions are bona fide.

No Transaction involves the use of a Payment Device for any purpose other than the purchase of goods or services from Merchant or a return or adjustment related to such purchase.

No Transaction involves Cardholder obtaining cash from Merchant unless allowed by the Payment Network Regulations and agreed to in writing with MSA.

e) Compliance with Laws and Regulations.

Merchant will comply with all Laws and Payment Network Regulations.

f) Business Use.

Merchant is obtaining and using the processing services from MSA for business purposes only and to facilitate lawful business Transactions between Merchant and Merchant's customers.

Merchant also acknowledges that the Account into which debits and credits are made is being used for lawful business purposes only.

10) AUDIT AND INFORMATION.

a) Audit.

Merchant authorizes MSA to perform an audit of Merchant's business to confirm compliance with the Agreement. Merchant will obtain and submit a copy of an audit from a third party acceptable to MSA of the financial, physical security, information security, and operational facets of Merchant's business at its expense when requested by MSA. Further, Merchant acknowledges and agrees that the Payment Networks have the right to audit Merchant's business to confirm compliance with the Payment Network Regulations.

b) Information.

i) Authority.

Merchant authorizes MSA to make, from time to time, any business and personal credit or other inquiries they consider necessary to review the Merchant Application or continue to provide services under the Agreement. Merchant also authorizes any person or credit reporting agency to compile information to answer those credit inquiries and to famish that information to MSA.

ii) Financial Information.

Upon the request of either MSA, Merchant will provide MSA audited financial statements prepared by an independent certified public accountant selected by Merchant. Merchant further agrees to provide to MSA such other information regarding Merchant's financial condition as MSA may request from time to time. Within 120 days after the end of each fiscal year, Merchant will furnish MSA, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year.

c) Customer Identification.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account.

Accordingly, Merchant must provide certain information and identifying documents to allow MSA to identify Merchant.

11) RESPONSIBILITY FOR ACTIONS.

Merchant is responsible for the actions of or failure to act by Merchant's officers, directors, employees, agents, business invitees, and those of any other Person who, with or without Merchant's consent or cooperation, obtains access to information related to Transactions.

12) FRAUD MONITORING
Merchant is solely responsible for monitoring Merchant's Transactions and the actions of Merchant's officers, directors, employees, agents, business invitees, third party vendors, including Value Added Services, and those of any other Person who, with or without Merchant's consent or cooperation, obtains access to Merchant's Transactions, for fraudulent or other suspicious activity.

MSA is under no duty to monitor Merchant's transactions for fraudulent or other suspicious activity.

13) BUSINESS CONTINUITY.

Merchant is solely responsible for developing and maintaining a disaster recovery plan.

Merchant should test the operation of such plan, or parts thereof, on a periodic basis to ensure its effectiveness in providing disaster recovery capability to Merchant.

Merchant will maintain sufficient “backup” information and data (e.g., Transaction Receipts or detailed reporting) with respect to Transactions in order to reconstruct any information or data loss due to any system malfunction.

MSA is under no duty to recreate lost Transactions.

14) THIRD PARTIES.

a) Products or Services.

Merchant may desire to employ Value Added Services to assist Merchant.

Merchant shall not utilize any Value Added Services, unless Merchant has disclosed such use to MSA previously in writing, and unless such Value Added Services are fully compliant with all applicable Laws and Payment Network Regulations.

Merchant must ensure that any Value Added Service used by Merchant is registered with the Payment Networks prior to the performance of any contracted services on Merchant’s behalf.

Further, Merchant will be bound by the acts and omissions of the third party offering such Value Added Services and Merchant will be responsible for ensuring compliance by the third party offering such Value Added Services with all applicable Laws and Payment Network Regulations.

Merchant will indemnify and hold harmless MSA from and against any loss, cost, or expense incurred in connection with or by reason of Merchant’s use of any Value Added Service.

MSA is not responsible for the Value Added Services provided by an unaffiliated third party and MSA is not responsible for any Transaction until MSA receives data for the Transaction in the format required by MSA.

b) Use of POS Devices Provided by Others.

In addition to the foregoing, if Merchant uses Value Added Services for the purposes of data capture and/or authorization, Merchant agrees:

(i) that the third party providing such services will be Merchant’s agent in the delivery of Transactions to MSA via a data processing system or network compatible with MSA’s; and (ii) to assume full responsibility and liability for any failure of that third party to comply with applicable Laws and the Payment Network Regulations or the Agreement.

MSA will not be responsible for any losses or additional fees incurred by Merchant as a result of any error by a third party agent or by a malfunction in a third party POS Device.

MSA is not responsible for any Transaction until MSA receives data for the Transaction in the format required by MSA.

15) TERM AND TERMINATION.

a) Term and Termination.
This Agreement shall become effective upon acceptance of Visa or Master Card Transactions. Any party may terminate this Agreement at any point with or without cause by providing written notice to the other party, to become effective upon receipt.

b) Notice of Termination.

Termination shall be effective on the date specified by the written notice; provided, however Merchant agrees that closing Merchant’s Account with MSA may take up to thirty (30) days following MSA’s receipt of written notice of termination.

In those limited instances where Merchant’s Account is reinstated by MSA following termination by either Merchant or MSA, all of Merchant’s obligations under the Agreement are likewise reinstated.

c) Action upon Termination.

i) Accounts.

All of Merchant’s obligations regarding Transactions processed prior to termination will survive termination.

Funds related to Transactions processed prior to termination may be placed in a Reserve Account until Merchant pay all amounts Merchant owes MSA or amounts for which Merchant is liable under the Agreement.

Merchant must maintain enough funds in the Account following termination to cover all Chargebacks, returns, adjustments, fees, fines, penalties, and other amounts due under the Agreement for a reasonable time, but in any event, not less than 180 days from termination.

If a Reserve Account is established by MSA, then any balance remaining after Chargeback rights have expired and all other amounts owed by Merchant have been paid will be disbursed to Merchant.

ii) Return to MSA.

All promotional materials, advertising displays, emblems, Transaction Receipts, Credit Transaction Receipts, and other forms supplied to Merchant and not purchased by Merchant or consumed in use will remain the property of MSA and must be returned to MSA or destroyed within ten (10) business days after termination of the Agreement.

Merchant will be fully liable for any and all loss, cost, and expense suffered or incurred by MSA arising out of any failure to return or destroy such materials following termination.

16) COMPLIANCE WITH LAWS AND PAYMENT NETWORK REGULATIONS;

a) Compliance with Laws and Payment Network Regulations.

Merchant agrees to comply with the Payment Network Regulations, including all requirements applicable to obtaining authorization for ACH debits from a consumer Account, and with any policies and procedures provided by MSA.

The Payment Network Regulations are incorporated into the Agreement by reference as if they were fully set forth in the Agreement.

Merchant further agrees to comply with all Laws, including without limitation, Laws related to:

(i) Payment Devices; and (ii) electronic fund transfers; and (iii) confidential treatment of information.

Merchant will assist MSA in complying in a complete and timely manner with all Laws and Payment Network Regulations now or hereafter applicable to any Transaction or the Agreement.

Merchant will execute and deliver to MSA all documents they may from time to time reasonably deem necessary to verify Merchant's compliance with this provision.

b) MATCH.

Merchant acknowledges that MSA is required to report Merchant's business name and the name of Merchant's principals to the MATCH listing maintained by MasterCard and accessed by Visa pursuant to the requirements of the Payment Network Regulations.

Merchant specifically consent to the fulfillment of the obligations related to the listing by MSA, the listing itself and Merchant waives and holds harmless MSA from all claims and liabilities Merchant may have as a result of such reporting.

c) Security Program Compliance.

Merchant must comply with the requirements of the Payment Card Industry (PCI) Data Security Standard including the Cardholder Information Security Program (CISP) of Visa and the Site Data Protection Program (SDP) of MasterCard, as applicable, and any modifications to, or replacements of such programs that may occur from time to time.

Merchant also shall ensure that all third parties from whom Merchant procures Value Added Services or third party P0S Devices comply with the requirements of those programs.

Upon request, MSA will provide Merchant with the respective website links to obtain the current requirements of the Visa and MasterCard programs.

Merchant is responsible for its actions or inactions, those of its officers; directors, shareholders, employees and agents, including any third party vendors with whom Merchant contracts to perform services for it.

Merchant shall indemnify and hold MSA harmless from any liability, loss, cost, or expense resulting from the violation of any of the program requirements by any of the individuals or entities listed in the immediately preceding sentence.

Should Merchant participate in a program with any other Payment Network or Issuer, or accept a Payment Device of any other Payment Network that has a security program in place, Merchant must comply therewith and ensure that its officers, directors, shareholders, employees, and agents, including any third party vendors from whom Merchant procures Value Added Services or P0S Devices also comply with the program requirements of such Payment Network.

d) Data Compromise.

Merchant must notify MSA immediately (and if notice is given orally, it must be confirmed in writing within two (2) business days), if Merchant knows or suspects that Cardholder information has been accessed or used without authorization.

Merchant must take immediate steps to preserve all business records, logs and electronic evidence and contact local law enforcement authorities including the local FBI and U.S. Secret Service.

Merchant must work with MSA to rectify any issues that may result, including providing MSA with (and obtaining any necessary waivers for) all relevant information to verify Merchant's ability to prevent future data incidents in a manner consistent with the Agreement.

Without waiving any of our rights and remedies, Merchant is liable for all fraudulent transactions related to such data incident and all costs MSA incurs as a result of such incident, including claims from third parties and all costs related to the notification of Cardholders and cancellation and re-issuance of Cards, forensic investigation, and PCI review for a report of compliance.

Merchant must provide to MSA, on request, audit reports of Merchant computer systems or data incidents or allow MSA to perform such audits at Merchant's expense.

Audits must identify the cause of the data incident and confirm whether or not Merchant was in compliance with the Payment Networks' PCI Data Security Standard at the time of the incident.

17) USE OF TRADEMARKS; CONFIDENTIALITY; PASSWORDS.

a) Use of Trademarks.

Merchant's use of Visa and MasterCard marks, as well as marks of other Payment Networks, will fully comply with the Payment Network Regulations.

Merchant's right to use all such marks will terminate upon termination of the Agreement.

Merchant's use of promotional materials, provided by Visa, MasterCard, and/or other Payment Networks will not indicate, directly or indirectly, that Visa, MasterCard, or such other Payment Networks endorse any goods or services other than their own and Merchant may not refer to Visa, MasterCard, or any other Payment Networks in stating eligibility for Merchant's products or services.

b) Confidentiality.

i) Cardholder and Transaction Information.

Merchant shall at all times protect the confidentiality of Cardholder and Transaction information in accordance with all applicable Laws and Payment Network Regulations.

Merchant will not disclose Cardholder or Transaction information to any third party, except to an agent of Merchant assisting in completing a Transaction, or as required by Laws or the Payment Network Regulations.

Merchant must maintain all systems and media containing Cardholder and Transaction information in a secure manner to prevent access by or disclosure to anyone other than Merchant's authorized personnel.

Merchant must maintain Cardholder and Transaction information for such time periods as may be required by Laws and the Payment Network Regulations and thereafter destroy in a manner that will render the data unreadable all such media that Merchant no longer deem necessary or appropriate to maintain. Further, Merchant must take all steps reasonably necessary to ensure that Cardholder and Transaction information is not disclosed or otherwise misused.

Merchant may not retain or store magnetic stripe or CVV2/CVC2 data after authorization for record keeping or additional authorization processing.

In accordance with Section (B)(16)(d), Merchant shall immediately notify MSA of any Cardholder or Transaction information compromise of which it becomes aware whether such compromise occurred at: (A) the Merchant; (B) a third party from whom Merchant procures Value Added Services; (C) MSA; or (D) elsewhere.

ii) Bankruptcy.

In the event of failure or other suspension of Merchant's business operations, including bankruptcy or insolvency, Merchant must not sell, transfer, or disclose any materials that contain Cardholder or Transaction information to third parties. Furthermore, Merchant must:(1) Return this information to MSA, or (2) Provide acceptable proof of destruction of this information to MSA.

iii) MSA Confidential Information.

Merchant shall at all times protect MSA's Confidential Information.

Merchant will not disclose any of MSA's Confidential Information to any third party except as required by Laws.

c) Passwords.

If Merchant receives a password from MSA to access any of MSA's databases or services Merchant will: (i) keep the password confidential; (ii) not allow any other entity or person to use the password or gain access to MSA's databases or services; (iii) be liable for all action taken by any user of the password; and (iv) promptly notify MSA if Merchant believe MSA's databases or services or Merchant's information has been compromised by use of the password.

If Merchant receives passwords from a third party, Merchant must protect such passwords in the manner required by such third party and indemnify, defend, and hold MSA harmless from any losses, costs, or expenses that arise from Merchant's use or misuse of such third party passwords.

d) Proprietary Interest.

Merchant has no interest whatsoever, including, without limitation, copyright interests, franchise interests, license interests, patent rights, property rights, or other interest in any services, software, or hardware provided by MSA.

Nothing in the TOS shall be construed as granting Merchant any patent rights or patent license in any patent which MSA may obtain in respect to MSA's services, software, or equipment.

Merchant will make no attempt to duplicate or otherwise ascertain the components, circuit diagrams, logic diagrams, flow charts, source and object code, schematics or operation of, or otherwise attempt to reverse engineer any of MSA's services, equipment, or software.

18) MISCELLANEOUS PROVISIONS.

a) Entire Agreement. The Agreement, Payment Network Regulations, and any amendment or supplement to either, constitutes the entire agreement between the parties, and all prior or other representations, written or oral, are merged in and superseded by the Agreement. In the event of a conflict between the documents comprising the Agreement, the following order of priority will apply:
(i) any Addendum; (ii) the TOS; (iii) the Payment Network Regulations; (iv) the Merchant Application; (v) the Merchant Operating Guide; and (vi) any other guides or manuals provided to Merchant from time to time.

b) Governing Law.

The Agreement will be governed by and construed in accordance with the Laws of the State of Minnesota, except that Section (B)(l8)(f) shall be governed by the Federal Arbitration Act.

The parties agree that all performances and Transactions under the Agreement will be deemed to have occurred in the State of Minnesota and that Merchant's entry into and performance of the Agreement will be deemed to be the transaction of business within the State of Minnesota.

c) Exclusivity.

During the Term of the Agreement, Merchant will not enter into an agreement with any other entity that provides processing services similar to those provided by MSA as contemplated by the Agreement without MSA's written consent.

d) Construction.

Any alteration or strikeover in the text of this preprinted TOS will have no binding effect and will not be deemed to amend the Agreement.

The headings used in the TOS are inserted for convenience only and will not affect the interpretation of any provision.

The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party.

e) Assignment.

The Agreement may be assigned by MSA, but may not be assigned by Merchant, directly or by operation of law, without the prior written consent of MSA.

If Merchant sells Merchant's business and the new owners incur Chargebacks, the original owner(s) and all original Guarantors will be held personally liable for all Chargebacks and any other liabilities of the new owners.

f) Arbitration.

All claims or controversies, or other matters in question, between the parties arising out of or related to the Agreement or the relationship between the parties that are not otherwise settled by agreement of parties will be submitted to and decided by arbitration held in Minneapolis, Minnesota in accordance with the rules of the American Arbitration Association.

The arbitration proceeding shall be conducted before one (1) neutral arbitrator, who shall be a member of the bar of the State of Minnesota, actively engaged in the practice of law for at least ten (10) years.

The arbitrator will have the authority to award any remedy or relief that a court in Minnesota could order or grant, including, without limitation, specific performance, issuance of an injunction or imposition of sanctions for abuse or frustration of the arbitration process.

There shall be no authority for any claims to be arbitrated on a class action basis.

Arbitration can only decide our or Merchant's claim and may not consolidate or join the claims of other persons who may have similar claims.

The parties agree that anything communicated, exchanged, said, done, or occurring in the course of the arbitration, including any private caucus between the arbitrator and any party before or after any joint arbitration session, will be kept confidential.

The parties agree that the underlying agreement between the parties involves interstate commerce and that notwithstanding the choice of law provision in Section (B) (18) (b), any arbitration shall be governed by the Federal Arbitration Act.

g) Notices.

Any written notice to Merchant under the Agreement will be deemed received upon the earlier of:

(i) actual receipt; or (ii) five (5) business days after being deposited in the United States mail, or with a nationally recognized overnight carrier, and addressed to the last address shown on the records of MSA.

Any written notice to MSA shall be sent by U.S. mail or a nationally recognized overnight carrier to:

12800 Foster Street, Overland Park, KS 66213 and shall be deemed received only upon actual receipt.

h) Bankruptcy.

Merchant will immediately notify MSA of any Bankruptcy Proceeding, receivership, insolvency, or similar action or proceeding initiated by or against Merchant.

Merchant will include MSA on the list and matrix of creditors as filed with the Bankruptcy Court, whether or not a claim may exist at the time of filing. Failure to do so will be cause for immediate termination of the Agreement and shall allow the pursuit of any other action available to MSA under applicable Payment Network Regulations or Laws.

Merchant acknowledges that the Agreement constitutes an executory contract to make a loan, or extend other debt financing or financial accommodations to, or for the benefit of Merchant, and, as such, cannot be assumed or assigned in the event of Merchant's bankruptcy.

i) Attorneys' Fees.

Merchant will be liable for and will indemnify and reimburse MSA for all reasonable attorneys' fees and other costs and expenses paid or incurred by MSA:(i) In the enforcement of the Agreement; (ii) in collecting any amounts due from Merchant to MSA; (iii) resulting from any breach by Merchant of the Agreement; or (iv)in defending against any claim or cause of action brought by Merchant against MSA arising out of the Agreement.

j) Customer Contact.

Merchant authorizes MSA to contact its customers or their Issuer if MSA determines that such contact is necessary to obtain information about any Transaction between Merchant and a customer.

k) Telephone Recording.

Merchant authorizes MSA to monitor and record telephone conversations at any time without further notice to the parties to such conversations. The decision to record any conversation shall be solely in MSA's discretion.

1) Information Sharing.

Merchant understands and agrees that MSA may disclose any information gathered by MSA to (i) MSA's "affiliates" (i.e., companies related to MSA by common control or ownership) that offer financial products or services, including those identified in the Agreement and to MSA's administrative or service units that perform such functions; (ii) to non-affiliated companies in order to assist MSA in providing the products and services Merchant has requested; (iii) to credit rating agencies; and (iv) as required by the Payment Network Regulations or the Laws (e.g., for tax reporting purposes or in response to a subpoena).

m) Communication with Merchant.

Merchant agrees that MSA may provide Merchant with information about the Program including, without limitation, information about new products and/or services by telephone, electronic mail, and/or facsimile.

n) Amendments.

MSA may propose amendments or additions to the Agreement. MSA will inform Merchant of a proposed change in a periodic statement or other notice.

Merchant will be deemed to have agreed to the change if Merchant continues to present Transactions to MSA after thirty (30) days following the issuance of the notice. Notwithstanding the previous sentence, changes to fees authorized by the TOS will be effective upon notice to Merchant, unless a later effective date is provided.

Further, MSA is entitled to pass through to Merchant any fee increases imposed upon MSA by Visa, MasterCard, any other Payment Network, and any other third party including telecommunications vendors.

o) Severability and Waiver.

If any provision of the Agreement is found to be illegal or otherwise unenforceable, the invalidity or unenforceability of that provision will not affect any of the remaining provisions and the Agreement will be construed as if the illegal or unenforceable provision is not contained in the Agreement.

Neither the failure, the delay by MSA to exercise, nor the partial exercise of any right under the Agreement will operate as a waiver of such right, nor shall such amend the Agreement.

All waivers requested by Merchant must be signed by MSA.

p) Independent Contractors.

MSA and Merchant will be deemed independent contractors and no one will be considered an agent, joint venture, or partner of the other, unless and to the extent otherwise specifically provided herein.

This Agreement has been entered into solely for the benefit of the parties hereto and is not intended to create an interest in any third party.

q) Privacy Laws.

In addition to Section (B)(17)(b) above, Merchant must take all commercially reasonable steps to protect the confidentiality of Cardholder and Transaction information and shall establish and maintain physical, technical and administrative safeguards to prevent unauthorized access by third parties to such Cardholder and Transaction information, using a standard of care at least equal to the standard required of MSA to protect such information pursuant to applicable Laws, including applicable privacy laws.

r) Survival.

All or Merchant's obligations to MSA and Member shall survive termination of the Agreement, including, without limitation, Sections (B)(4) through (B)(8), (B)(11), (B)(l4), (B)(15)(d)through (B)(l7), (B)(l8)(b), (B)(l8)(f), and (B)(18)(i) of the TOS.

s) Counterparts; Facsimile Signatures; Delivery.

The Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same agreement.

Delivery of the various documents and instruments comprising the Agreement may be accomplished by a facsimile transmission, and such a signed facsimile or copy shall constitute a signed original.

Section C — Acceptance of Visa and MasterCard

19) ACCEPTANCE OF VISA AND MASTERCARD.

Merchant agrees to the following provisions in addition to the Definition in Section (A) and the General Provisions of Section (B) above:

20) VISA AND MASTERCARD DEFINITIONS
(a) For purposes of this Section, "Credit Card" shall be deemed to be limited to a:(i) credit/business product of Visa; (ii) consumer debit/prepaid product of Visa; (iii) credit/business product of MasterCard; or (iv)consumer debit/prepaid product of MasterCard as applicable.

(b) The credit/business products of Visa are those products for which transactions by the Cardholder are paid by the Cardholder at least fifteen (15) days after the transaction including:(i) consumer credit products (including co-branded and smart Visa versions) such as Classic, Gold, Platinum, Signature, and Infinite cards; and (ii) business products such as business credit, business debit, business line of credit, and smart Visa business, purchasing cards, corporate cards, fleet cards, and commercial prepaid cards.

(c) The consumers debit/prepaid products of Visa are those products that for which Transactions by the Cardholder are paid by accessing the Cardholder's asset Account immediately including: (i) consumer Visa check cards such as Classic, Gold, Platinum and Visa Check Card II; and (ii) consumer prepaid/EBT cards such as Visa, Visa Payroll, Visa gift cards (including incentives, promotional, and rebate), child support cards, unemployment cards, insurance claim cards, customer service cards, state disbursement cards (not including unemployment or child support), flexible spending Account cards, general purpose reloadable and one-time use prepaid cards, and student aid college cards.

The consumer debit prepaid products of MasterCard include Cardholder signature debit cards, prepaid cards, stored value cards, EDT cards and payroll cards.

The credit/business products of MasterCard include all other MasterCard products.

21) HONORING CREDIT CARDS.

a) Honoring Cards.

Merchant may only accept the credit/business products of Visa and/or MasterCard (further referenced in Sections C(20)(a)(i) and (iii)above);
Merchant under this Agreement with MSA may not only accept the consumer debit prepaid products of Visa and/or MasterCard (further referenced in Sections C(20)(a)(ii) and (iv)above); Merchants are required to display appropriate signage to communicate the above acceptance policy to Cardholders.

b) No Minimum or Maximum.

Merchant shall not establish minimum or maximum Credit Card Transaction amounts.

c) Cardholder Identification.

In Card Present Transactions, Merchant will identify the Cardholder and check the expiration date and signature on each Credit Card.

Merchant will not honor any Credit Card if:

(i) The Credit Card has expired; (ii) the signature on the Transaction Receipt does not correspond with the signature on the Credit Card, is blank, or uses language to the effect of "see or (iii) the Account number embossed on the Credit Card does not match the Account number on the Credit Card's magnetic stripe.

d) Credit Card Recovery.

Merchant will use reasonable, peaceful means to recover any Credit Card:

(i) On Visa Cards, if the printed four digits below the embossed Account number do not match the first four digits of the embossed Account number; (ii) if Merchant is advised by Member (or its designee), the Issuer, or the designated voice authorization center to retain it; (iii) if Merchant has reasonable grounds to believe the Credit Card is lost, stolen, counterfeit fraudulent; or otherwise invalid, or its use is not authorized by the Cardholder; or (iv) for MasterCard Cards, if the printed four digits below the embossed Account number do not match the first four digits of the embossed Account number, or the Credit Card does not have the "Twin Globes" hologram on the lower right corner of the Credit Card face.

e) Surcharges.

Merchant will not add any amount to the posted price of goods or services Merchant offers as a condition of paying with a Credit Card, except as permitted by the Credit Card Rules. This paragraph does not prohibit Merchant from offering a discount to induce a person to pay by cash, check, or similar means rather than by Credit Card.

f) Convenience Fees.

Merchant may not assess Convenience Fees unless Merchant has disclosed such fees to MSA previously in writing and has been approved by MSA to assess such fees.

If Merchant completes a Transaction and assesses a Convenience Fee without having disclosed such fee previously in writing and obtained MSA's consent, Merchant will be in breach of the Agreement and MSA may immediately terminate the Agreement in addition to any other remedies available under the Agreement, Laws, and Payment Network Regulations.

Transactions that include a Convenience Fee must comply with each of the following requirements: (i) A Convenience Fee cannot be assessed in a face-to-face merchant environment; (ii) The Convenience Fee is permitted only for one-time payments and may not be imposed on recurring payments or transactions. Examples of recurring charges include, but are not limited to, insurance premiums, subscriptions, Internet service provider monthly fees, membership fees, tuition, or utility charges; (iii) Merchant must provide a true "convenience" in the form of an alternative payment channel outside of Merchant's customary face-to-face payment channels, and the Convenience Fee must be disclosed by Merchant to the Cardholder as a charge for the alternative payment channel convenience that is provided; (iv) The Convenience Fee must be disclosed prior to the completion of the Transaction, and the Cardholder must be given the option to cancel the Transaction if the Cardholder does not want to pay the fee; (v) The Convenience Fee must be included in the total amount of the Transaction; it cannot be "split" out from the Transaction amount. The only exception is for card acceptance programs involving only MasterCard Credit Cards where Visa Credit Cards are not accepted; (vi) If a Convenience Fee is assessed it must be for all payments (Visa, MasterCard, Discover, AMEX, ACH, and check) within a particular payment channel (mail, telephone, and internet; (vii) Additional Visa Convenience Fee Requirements are as follows: (1) it must be a flat fee, (2) it cannot be tiered or percentage based regardless of the value of the payment due, (3) it must not be authorized and settled separately from the primary transaction, (4) the fee must be assessed by the same Merchant actually providing the goods and services, and (5) the fee may not be assessed by a different merchant; (viii) Additional MasterCard Convenience Fee Requirements are as follows:(1) The fee may be tiered, percentage based, or flat, and (2) the fee may be authorized and settled separately from the primary transaction; (ix) Merchants who accept both Visa and MasterCard Credit Cards are restricted to assessing Convenience Fees equally across card types and as such the Merchant is restricted to a flat Convenience Fee and must combine all charges into one authorization and clearing Transaction. To the extent Merchant's state has passed legislation that may conflict with the Payment Network Regulations, Merchant bears all responsibility for, and agrees to hold MSA and Member harmless from, all liability associated therewith, including all fees, fines and penalties levied by the Payment Networks; (xi) Convenience Fees may be prohibited by Laws in some states. Merchant may not charge Convenience Fees where prohibited by Laws: (xii)In no event is a Convenience Fee to be referred to as a surcharge and farther, the Convenience Fee cannot be advertised as an offset to processing fees.

g) Return Policy.

Merchant must properly disclose to the Cardholder, at the time of the sales Transaction and in accordance with the Credit Card Rules, any limitation Merchant has on accepting returned merchandise.

h) No Claim against Cardholder.

Merchant will not have any claim against, or right to receive payment from, a Cardholder or any other customer in any Transaction unless Member or MSA refuses to accept the Transaction Receipt or revokes its prior acceptance of the Transaction Receipt (after receipt of a Chargeback or otherwise).

Merchant will not accept any payments from a Cardholder relating to previous charges for merchandise or services included in a Transaction Receipt, and if Merchant receives such payments, Merchant will promptly remit them to MSA.

i) Disputes With Cardholders.

All disputes between Merchant and any Cardholder relating to any Transaction will be settled between Merchant and the Cardholder.

MSA bears no responsibility for such Transactions or disputes, other than with respect to processing Chargebacks under the Credit Card Rules.

22) AUTHORIZATION.

a) Required on all Transactions.

Merchant must obtain an Authorization Code before completing any sales Transaction.

An Authorization Code verifies the Credit Card number is valid, the Credit Card has not been reported lost or stolen at the time of the sales Transaction, and confirms the amount of credit or finds requested for the sales Transaction is available.

Merchant will follow any instructions received during Authorization.

Upon receipt of an Authorization Code, Merchant may consummate only the sales Transaction authorized and must note the Authorization Code on the Transaction Receipt.

In any case in which a sales Transaction is completed without imprinting the Credit Card, Merchant, whether or not an Authorization Code is obtained, shall be deemed to warrant the true identity of the customer as the Cardholder.

For all Card Not Present sales Transactions, Merchant must obtain the Credit Card expiration date, Cardholder address and telephone number, and CVV2/CVC2 number and forward them as part of the Authorization.

b) Effect.

An Authorization Code does not:

(i) Guarantee the Merchant final payment for a sales Transaction; (ii) guarantee that the sales Transaction will not be disputed later by the Cardholder as any sales Transaction is subject to Chargeback; or (iii) protect Merchant in the event of a Chargeback regarding unauthorized sales Transactions or disputes involving the quality of goods or services.

Authorization Codes will not waive any provision of these TOS or otherwise validate

a) Fraudulent sales Transaction or a sales Transaction involving the use of an expired Credit Card.

B) Unreadable Magnetic Stripes.

For Card Present Transactions, if Merchant authorizes and presents Transactions electronically and Merchant's terminal is unable to read the magnetic stripe on the Credit Card, Merchant must obtain the following in addition to key-entering the Transaction into the POS Device for processing:

(i) A physical imprint of the Credit Card using a manual imprinter and (ii) the Cardholder's signature on the imprinted Transaction Receipt.

23) PRESENTMENT OF TRANSACTION RECEIPTS.

a) Transaction Receipts.

i) Card Present and Card Not Present Transactions (other than Electronic Commerce Transactions).

Merchant will use a Transaction Receipt to document each Card Present and Card Not Present Transaction, Each such Transaction Receipt must include: (1) Card Account number (truncated Account number required on the Cardholder's copy) including the specific payment brand (i.e. Visa or MasterCard); (2) Merchant name and location; (3) Location Code (i.e., merchant identification number issued by MSA):(4) Transaction amount, including applicable taxes; (5) Transaction date; (6) Space for Cardholder signature for Card Present Transactions: (7) Indication of who shall receive each copy of the Transaction Receipt (e.g., Merchant Copy, Bank Copy, Cardholder Copy): (8) Authorization Code; and (9) Terms and conditions of the sale, if restricted.

[ii) Electronic Commerce Transactions.

Merchant will use a Transaction Receipt to document each Electronic Commerce Transaction.

Each such Transaction Receipt must include: (1) Card Account number (truncated Account number required on the Cardholder's copy) including the specific payment brand (i.e. Visa or MasterCard); (2) Merchant name; (3) Merchant online address; (4) Purchaser name; (5) Authorization Code; (6) Transaction amount; (7) Transaction date; (8) Customer service contact, including telephone number; and (9) Terms and conditions of the sale, if restricted.]

b) Signatures.

In Card Present Transactions, Transaction Receipts must be signed by the Cardholder.

The requirement for the Cardholder's signature on the Transaction Receipt will only be waived if the Credit Card Transaction is a valid Card Not Present Transaction which fully complies with the requirements set forth in the TOS.

c) Reproduction of Information.

For Card Present Transactions, if the following information embossed on the Credit Card is not legibly imprinted on the Transaction Receipt, Merchant will legibly reproduce on the Transaction Receipt the:

(i) Cardholder's name; (ii) Account number; (iii) expiration date; and (iv) Merchant's name and place of business.

Additionally, for MasterCard Transactions, Merchant will legibly reproduce on the Transaction Receipt the name of the bank that issued the Credit Card as it appears on the face of the Credit Card.

d) Truncation.

The Credit Card Account number must be truncated on all Cardholder-activated Transaction Receipts. Truncated digits should be replaced with a fill character such as "x," "i'," or "#," and not with blank spaces or numeric characters.

e) Delivery and Retention of Transaction Receipts.

For Card Present Transactions, Merchant will deliver a complete and legible copy of the Transaction Receipt or Credit Transaction Receipt to the Cardholder at the time of the Transaction.

For Card Not Present Transactions, Merchant will deliver a complete and legible copy of the Transaction Receipt or Credit Transaction Receipt to the Cardholder promptly following completion of the Transaction in either electronic (e.g., e-mail) or paper (e.g., handwritten or terminal-generated) format.

Merchant will retain the "Merchant Copy" of the Transaction Receipt or Credit Transaction Receipt for at least eighteen (18) months following the date of completion of the Credit Card Transaction (or such longer period as the Credit Card Rules or the Laws may require).

f) Electronic Transmissions.

If Merchant utilizes electronic Authorization and/or data capture services, Merchant will enter the data related to Transactions into a P0S Device and settle the Transactions and transmit the data to MSA or its designated agent in the form specified by MSA no later than the close of business on the date the Transactions are completed.

If MSA requests a copy of a Transaction Receipt, Credit Transaction Receipt, or other Transaction evidence, Merchant must provide it within the time frame specified in the request.

24) RETRIEVAL REQUESTS AND CHARGEBACKS; CREDITS; REPROCESSING; FRAUD; AND FACTORING.

a) Retrieval Requests.

Merchant must respond to a Retrieval Request with a legible copy of the Transaction Receipt within the time frame specified.

If Merchant fails to provide a legible copy of the Transaction Receipt, Merchant will receive a Chargeback that cannot be cured.

b) Chargebacks.

Merchant is fully liable to MSA and Member for all Transactions returned to MSA for whatever reason including, but not limited to, Chargebacks.

Merchant agrees to accept for Chargeback and will be liable to MSA in the amount of any sale for which the Cardholder or Issuer disputes the validity of the sale for any reason. Merchant will pay MSA on demand the value of all Chargebacks.

Merchant authorizes MSA to offset from incoming Transactions and to debit the Account, the Reserve Account, or any other Account held at U.S. Bank National Association or at another financial institution the amount of all Chargebacks. Merchant will fully cooperate with MSA in complying with the Credit Card Rules regarding Chargebacks.

Guarantors are personally liable for all Chargebacks.

The following is not to be considered a complete listing of the reasons for which Merchant may incur a Chargeback (it is intended only to provide the most commonly encountered situations where a Chargeback may occur):

i) Failure to respond to a Retrieval Request or failure to provide a legible, complete, or proper copy of a Transaction Receipt in response to a Retrieval Request, ii) Unauthorized use of a Credit Card as alleged by the Cardholder, iii) Dispute by the Cardholder over the quality of goods or services, iv) Failure by Merchant to provide goods or services, v) The Transaction Receipt does not bear the Cardholder's signature, vi) The Transaction Receipt represents a sales Transaction for which Authorization was initially declined and was subsequently obtained by means of multiple Authorization attempts or other means not permitted hereunder, vii) The Transaction Receipt fails to comply with the terms and conditions of the Agreement or fails to comply with the Credit Card Rules, viii) The sales Transaction was completed under circumstances constituting a breach of the Agreement.

c) Excessive Activity.

Merchant's presentation to MSA of Excessive Activity will be a breach of the Agreement and cause for termination of the Agreement as set forth in Section B(15)(b)(ii)(3).

"Excessive Activity" means, during any monthly period, and for any one of Merchant's terminal identification numbers or merchant identification numbers, Chargebacks and/or Retrieval Requests in excess of one percent (1%) of the gross dollar amount of Merchant's sales Transactions or returns in excess of two and one-half percent (2.5%) of the gross dollar amount of sales Transactions.

Merchant authorizes, upon the occurrence of Excessive Activity, Member and MSA to take additional actions as either of them may deem necessary including, without limitation, suspension of processing privileges or creation or maintenance of a Reserve Account in accordance with the TOS.

d) Credits.

i) Credit Transaction Receipt.

Merchant will issue a Credit Transaction Receipt, instead of issuing cash or a check, as a refund for any previous sales Transaction. MSA will debit the Account for the total face amount of each Credit Transaction Receipt submitted to MSA.

Merchant will not submit a Credit Transaction Receipt relating to any Transaction Receipt not originally submitted to MSA, nor will Merchant submit a Credit Transaction Receipt that exceeds the amount of the original Transaction Receipt. Merchant will, within the time period specified by applicable Laws or the Credit Card Rules, whichever time period is shorter, provide MSA with a Credit Transaction Receipt for every return of goods or forgiveness of debt for services that was the subject of a previous sales Transaction in accordance with the Credit Card Rules.

ii) Revocation of Credit.

MSA may, in its sole discretion, refuse to accept any Credit Transaction Receipt for processing.

iii) Reprocessing.

Merchant will not resubmit or reprocess any Transaction that has been charged back.

e) Fraud and Factoring.

Merchant will not present for processing or credit, directly or indirectly, any transaction not originated as a result of a transaction directly between Merchant and a Cardholder or any Transaction Merchant knows or should know to be fraudulent or not authorized by the Cardholder.

Perpetrators of fraudulent Transactions will be referred to law enforcement officials.

Merchant will not deposit any Transaction Receipt representing the refinancing of an existing obligation of a Cardholder, Merchant agrees that MSA may, within its sole discretion, suspend the disbursement of funds from Transaction Receipt for any reasonable period of time required to investigate suspicious or unusual deposit activity.

MSA will have no liability for losses Merchant may attribute to any suspension of funds disbursement.

25) OTHER TYPES OF TRANSACTIONS.

a) Mail Order/Telephone Order (MO/TO).

Merchant may not solicit or accept MO/TO sales Transactions unless Merchant have disclosed such method of sale to MSA previously in writing.

If Merchant complete a MO/TO sales Transaction without having disclosed such method of sale previously in writing, Merchant will be in breach of the Agreement and MSA may immediately terminate the Agreement in addition to any other remedies available under the Agreement, Laws, and Credit Card Rules, and Merchant may have to pay a surcharge on each such Transaction.

Merchant understands that Transactions processed via MO/TO are high risk and subject to a higher incidence of Chargebacks. Merchant is liable for all Chargebacks and losses related to MO/TO sales Transactions.

Merchant may be required to use an address verification service ("AVS") on MO/TO sales Transactions. AVS is not a guarantee of payment and the use of AVS will not waive any provision of these TOS or validate a fraudulent Transaction.

Merchant will obtain the expiration date of the Credit Card for a MO/TO sales Transaction and submit the expiration date when requesting Authorization of the sales Transaction. For MO/TO sales Transactions, Merchant will type or print legibly on the signature line of the Transaction Receipt the following applicable words or letters: telephone order or "TO," or mail order or "MO," as appropriate.

MSA recommends that Merchant obtain a signed Transaction Receipt or other proof of delivery signed by Cardholder for MO/TO sales Transactions.

b) Recurring Transactions.

i) Requirements. For recurring Transactions (e.g., payment) of insurance premiums or subscriptions), Merchant must obtain a written request from the Cardholder for such goods and services to be charged to the Cardholder's Account, the frequency of the recurring charge, and the duration of time during which such charges may be made.

Merchant will not complete any recurring Transaction after receiving: (1) A cancellation notice from the Cardholder; (2) a notice from MSA or Member that authority to accept recurring Transactions has been revoked; or (3) a response that the Payment Device is not to be honored.

Merchant must provide a subsequent order form to the Cardholder when a Recurring Transaction is renewed by the Cardholder. Merchant is responsible for ensuring its compliance with Laws with respect to recurring Transactions.

ii) Limitations on the Resubmission of Recurring Transactions. In some limited instances, Merchant may resubmit a preauthorized recurring Transaction up to four (4) times within sixteen (16) calendar days of the original Authorization request, provided that the decline response is one of the following: (1) Authorization denied; (2) insufficient funds; (3) exceeds approval amount limit; or (4) exceeds withdrawal frequency.

iii) Recurring Transaction Receipts. Merchant must print legibly on the Transaction Receipt the words "Recurring Transaction." Merchant must obtain the Cardholder's signature, including an electronic signature or other similar authentication that is effective under applicable Laws, on the Transaction Receipt.

For an Electronic Commerce Transaction, Merchant must also include the frequency and duration of the Recurring Transaction, as agreed to by the Cardholder, on the Transaction Receipt.

iv) Electronic Commerce Recurring Transactions. In addition to the above, for an Electronic Commerce Transaction, Merchant must also provide a simple and easily accessible online cancellation procedure that complies with Laws, if the Cardholder's request for goods or services was initially accepted online.

v) Recurring Transactions with Varying Amounts. For Recurring Transactions of varying amounts, all of the following apply:

(1) the order form must allow the Cardholder to specify a minimum and maximum Transaction amount to be charged, unless the Cardholder will be notified of the amount and date of each charge, as specified in the remainder of this section; (2) Merchant must inform the Cardholder of their right to receive, at least ten (10) calendar days prior to each scheduled Transaction Date, written notification of the amount and date of the next charge; and (3) the Cardholder may choose to receive the notification in any of the following ways: (A) for every charge; (B) when the Transaction amount does not fall within the range of amounts specified on the order form; or (C) when the Transaction amount will differ from the most recent charge by more than an agreed upon amount.

Merchant is responsible for ensuring that all communications with, and disclosures to, Cardholders comply with Laws.

c) Multiple Transaction Receipts.

Merchant will include a description and total amount of goods and services purchased in a single sales Transaction on a single Transaction Receipt unless: (i) Partial payment is entered on the Transaction Receipt and the balance of the Transaction amount is paid in cash or by check at the time of the sales Transaction; or (ii) a Transaction Receipt represents an advance deposit in a sales Transaction completed in accordance with the Agreement and the Credit Card Rules.

d) Deposits.

i) Prior Consent. Merchant will not accept for payment by Credit Card any amount representing a deposit or partial payment for goods or services to be delivered in the future unless Merchant has disclosed such method of sale to MSA previously in writing.

If Merchant accepts a Credit Card for payment or partial payment of goods or services to be delivered in the future without having disclosed such method of sale to MSA previously in writing, Merchant will be in breach of the Agreement and MSA may immediately terminate the Agreement in addition to any other remedies available under the Agreement, Laws, and Credit Card Rules.

ii) Acceptance. If Merchant has disclosed such method of sale to MSA previously in writing, then Merchant will complete such sales Transactions in accordance with the Agreement, Laws, and Credit Card Rules.

Merchant must execute one Transaction Receipt when processing the deposit Transaction and a second Transaction Receipt upon processing the balance of the Transaction.

Merchant will note the words “deposit” or “balance” on the applicable Transaction Receipt, as appropriate. Merchant will not deposit the Transaction Receipt labeled “balance” until the goods have been delivered to Cardholder or until Merchant has fully performed the services.

Merchant will not present any Transaction Receipt or Credit Transaction Receipt to Member or MSA for processing (whether by electronic means or otherwise) that relates to the sale of goods or services for future delivery unless Merchant has disclosed such method of sale to MSA previously in writing and Merchant has been approved by MSA to submit such Transactions.

If Merchant has disclosed such method of sale to MSA previously in writing, Merchant represents and warrants to Member and MSA that Merchant will not rely on any proceeds or credit resulting from such sales Transactions to purchase or furnish goods or services.

Merchant will maintain sufficient working capital to provide for the delivery of goods or services at the agreed upon future date, independent of any credit or proceeds resulting from Transaction Receipts or other Credit Transaction Receipts in connection with future delivery sales Transactions or until Merchant has fully performed the services.

e) Electronic Commerce.

Merchant may not solicit or accept Electronic Commerce sales Transactions unless Merchant has disclosed such method of sale to MSA previously in writing, and Merchant may process such Transactions only if the Transactions have been encrypted by a third party vendor acceptable to MSA and Member.

If Merchant submits Electronic Commerce sales Transactions without having disclosed such method of sale to MSA previously in writing, Merchant will be in breach of the Agreement and MSA may immediately terminate the Agreement in addition to any other remedies available under the Agreement, Laws, and the Payment Network Regulations.

Merchant understands that sales Transactions processed via the Internet are high risk and subject to a higher incidence of Chargebacks.

Merchant is liable for all Chargebacks and losses related to Electronic Commerce Transactions, whether or not:(i) Such Transactions have been encrypted; and (ii) Merchant has obtained MSA’s consent to engage in such Transactions.

Encryption is not a guarantee of payment and does not waive any provision of the TOS or otherwise validate a fraudulent Transaction. MSA recommends that Merchant obtains a signed Transaction Receipt or other proof of delivery signed by the Cardholder for all Electronic Commerce sales Transactions.

All communication costs and compliance with Laws related to Electronic Commerce Transactions will be Merchant’s responsibility. Merchant understands that MSA will not manage the telecommunications link for Electronic Commerce Transactions and that it is Merchant’s responsibility to manage that link.

Merchant authorizes MSA, at Merchant’s cost and expense, to perform an annual audit and examination of Merchant’s website and a due diligence review as required by the Payment Network Regulations for Electronic Commerce Merchants.

f) Electronic Commerce Requirements.

For goods to be shipped on Electronic Commerce sales Transactions, Merchant may obtain authorization up to seven (7) days prior to the shipment date.

Merchant need not obtain a second authorization if the Transaction Receipt amount is within fifteen percent (15%) of the authorized amount, provided the additional amount represents shipping costs.

Further, Merchant’s Web site must contain all of the following information: (a) complete description of the goods or services offered; (b) returned merchandise and refund policy; (c) customer service contacts, including electronic mail address and/or telephone number; (d) complete address (street address, city, state, zip code, and country) of the permanent establishment of the business; (e) complete address of the permanent establishment of the business on either the checkout screen (which displays the total purchase amount) or within the sequence of Web pages presented to the Cardholder during the checkout process; (f) Transaction currency (such as U.S. or Canadian dollars); (g) export or legal restrictions, if known; (h) delivery policy; (i) customer data privacy policy; and Merchant’s method of Transaction, security.

If Merchant stores Cardholder Account numbers, expiration dates, or other personal Cardholder data in a database, Merchant must follow the applicable Payment Network rules on securing such data. Merchant may not retain or store CVV2/CVC2 data after authorization for record keeping or additional authorization processing.

26) INTERCHANGE.

Interchange qualification requirements, as defined by the Credit Card Associations, affect Merchant’s fees or surcharges owed for Transactions.

Merchant will pay a higher discount rate, higher fees, and surcharges for Transactions that do not meet the best rate qualification criteria or have been processed in a manner other than for which Merchant was approved.

If MSA provides authorization and/or data capture services to Merchant for American Express, Discover, Diners, and/or JCB Transactions, Merchant agrees to the following provisions, in addition to the Definitions in Section (A) and the General Provisions of Section (B) above.

27) ACCESS.

Upon request and fulfillment of the following conditions, MSA will provide access to authorization and/or data capture services for Bankcard Transactions to Merchants who have been approved by Visa and MasterCard and have entered into a separate agreement provided, however that MSA shall not be responsible for funding such Transactions.

28) FORWARDED INFORMATION.

MSA will forward certain information pertaining to Merchant, including, but not limited to, contact information and Account numbers, to one or more of such Card Associations, unless MSA receives from Merchant written-instructions to the contrary.

AMERICAN EXPRESS

Authorization Number

Voice Authorization: 1-800-528-2121

Acceptance Policies

AGREEMENT

By accepting an American Express Card, the merchant agrees to the “American Express Card Acceptance Agreement” which are created and maintained by American Express.

DISCOVER

Authorization Number

Voice Authorization: 1-800-347-1111

Acceptance Policies

AGREEMENT

By accepting a Discover Card, the merchant agrees to the “Discovery Business Services-Merchant Operating Regulations” which are created and maintained by Discover.

AVCARD

Authorization Number

Voice Authorization: 1-800-892-4200

Acceptance Policies

AVCARD ACCEPTANCE

The merchant agrees to honor the Avcard when presented as payment by cardholder. The merchant agrees not to establish minimum or maximum dollar amounts as a requirement for accepting an Avcard. The merchant agrees not to discriminate against the Avcard in favor of payment by means of cash, check or other forms of payment. Additionally the merchant will not assess surcharges or require the cardholder to pay any portions of the merchant discount. Acceptance of these terms will not prohibit the merchant from offering cash discounts or any other special pricing programs of which Avcard is, or is not a part.

Merchants are not authorized to charge the service fee to the cardholder.

ACCEPTABLE TRANSACTIONS

1. VALID CARD: The Merchant will accept all valid Avcards when properly presented as payment from cardholders for authorized purchases

2. COMPLETION OF INVOICE: Every transaction must be completed in full by the Merchant. Non-fuel items may be entered on the same transaction with fuel. The invoice shall be signed by the cardholder in the space provided, except when the card is swiped at a self-service pump. The customer's copy of each invoice shall be delivered to the customer after the invoice is completed. Cards must be swiped through an electronic magnetic card reader or entered manually on the electronic processing system and each transaction entered

3. Acceptable transactions must arise from legal and bona fide sales or leases of goods and services by the merchant for the benefit of the cardholder.

4. The merchant will submit transactions generated by the merchant's business at the merchant location(s).

5. The merchant will not submit transactions in the form of cash advances in connection with the merchant's own Avcard account.

6. The merchant agrees not to accept any other payment from the cardholder after that transaction has been processed as a valid Avcard transaction unless so directed by the cardholder.

7. The merchant will not submit to Avcard transactions that represent replacement for uncollected funds from another payment method, such as a returned check. The merchant will additionally not submit transactions that represent a bad debt or potential bad debit with regard to the merchant's own accounts receivable.

8. The merchant will not submit transactions if the merchant has knowledge of any fact or circumstance that may impair its validity and collectibility.

9. The merchant agrees not to process any Avcard Contract Fuel or DESC Contract Fuel transactions through the EPOS device.

CHECK THE TAIL NUMBER

If a tail number (A/C Reg) is embossed on the Avcard, verify that it corresponds to that of the aircraft for which the purchase is being made. If a suspicious situation arises, please contact Avcard before any further action is taken.

CARDS WITHOUT A TAIL NUMBER

If no tail number appears on the Avcard, positively identify the customer as being an employee of the company shown on the card. Please enter the actual tail number of the plane into the electronic POS device during the transaction.

AUTHORIZATIONS AND TICKET PROCESSING

1. Paper Transaction Tickets

   a. The merchant will obtain an authorization for all transactions, unless the merchant has other written instructions form Avcard.

   b. The merchant will contact Avcard for an authorization.

   c. The merchant will record the authorization on the transaction ticket.

   d. The merchant will request the cardholder contact Avcard should the transaction not be authorized; in the event the cardholder requests an explanation. Avcard will not inform the merchant as to the reason for not providing an authorization.

   e. The merchant will batch all Avcard transactions and mail them daily or at least weekly to:

      Avcard
      P.O. Box 23907
      Baltimore MD 21097-0278

   f. Authorizations issued for AVCARD transactions shall be valid for a period of 60 days from the date of a transaction.

2. Electronic Transaction Tickets

   a. All electronic transactions regardless of the dollar value must receive an authorization to be valid.

   b. The merchant will process the transaction through the merchant POS device and enter all detail possible regarding the transaction.

      i. Gallons of fuel sold.

      ii. Fuel cost including taxes

      iii. Fuel taxes must be separately identified for all AIR Card transactions.

      iv. Fuel discounts, if applicable

      v. All other detail for classified goods and services. (Landing fees, ramp fees, deicing, catering, maintenance, other taxes etc.) Merchant may decide whether to include taxes in fuel price or separate them.

   c. All transactions should be batched and transmitted to Avcard or the merchant's processor daily.

3. Manually Entered Electronic Transaction Tickets

The same procedures should be followed as those for Electronic Transaction Tickets except that the authorization will be obtained by the merchant over the telephone at the time of the transaction and manually entered into the POS device at a later time.

VALIDITY OF CARDS

The merchant will take reasonable steps to ensure that the card presented is valid and has not expired at the date of the transaction.

RETENTION OF RECORDS

1. The merchant agrees to maintain a copy of each transaction ticket for a period of not less than 3 years from the date of the transaction for electronic transactions. The merchant agrees to maintain paper sales draft tickets for a period of not less than 180 days from the date of the transaction.

2. The merchant agrees to provide Avcard with a copy of any transaction ticket within 7 days of receiving such a request.

3. Failure to retain tickets for the specified period or to provide Avcard with a requested transaction ticket may result in the transactions being charged back in its entirety to the merchant.

4. The merchant agrees to store transactions in such a manner as to insure the security of cardholders' card numbers.

CHARGEBACK AND CREDIT TRANSACTIONS

1. The merchant agrees to reimburse Avcard or agrees that Avcard has the right to refuse payment on, or chargeback a transaction if;

   a. The cardholder disputes the transaction with regards to the nature, quality or performance of the goods or services purchased in the transaction, or such goods and services are returned or rejected by the cardholder, or not provided by the merchant.

b. The transaction violates any applicable law or procedures as specified by Avcard.

2. Avcard will have the right to deduct the amount of a chargeback from the next payment to the merchant.

3. Avcard will have the right to assess a chargeback fee should the number of chargebacks at a given merchant exceed the average number of chargebacks for all Avcard merchants by 250%. The average number of chargebacks will be calculated on a moving 60-day average. Chargeback fees will not exceed the fees charged on the original transaction(s) generating the chargeback(s).

4. The merchant will not resubmit transactions, which have been previously charged back, unless the merchant has corrected the deficiency that caused the original chargeback.

5. When credit transactions or chargeback transactions are processed, the original merchant discount shall not be refunded.

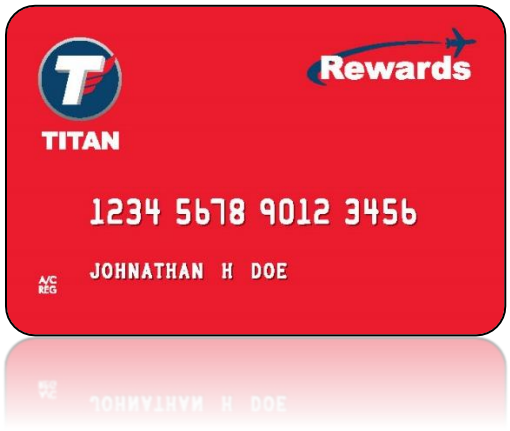
CASH PAYMENTS

No Merchant shall receive any payments from cardholders with respect to charges for a transaction involving the use of the Avcard, and no cash advance shall be paid by the Merchant to the cardholder for any Avcard transaction.

GOVERNING LAW

In recognition of the national and international nature of aviation and the necessity for legal certainty, predictability and convenience, these Operating Procedures and all agreements, actions and transactions contemplated herein are governed and controlled by the laws of the State of Florida, including specifically Fla. Stat. ch. 329.41 (as presently enacted), without regard to Florida's conflict or choice of law principles.

Titan Rewards Program



Contact Number

Titan Rewards Member Services: 1-252-633-0066

Acceptance Policies

AGREEMENT

Thank you for participating as a Merchant in the Titan Rewards™ Program (the "Program"). Eastern Aviation Fuels, Inc dba Titan Aviation Fuels offers rewards points to end user customers in exchange for purchases of certain products including Avgas and Jet Fuel. Titan is offering each merchant the opportunity to sign up for the Program and provide the Program to its customers. The Program only applies to purchases of Titan Aviation Products purchased at participating FBOs who have signed up to the Program ("Participating Merchants").

MERCHANT PARTICIPATION

Although we recommend it, participation in the Program is voluntary for FBOs. You are not required to provide the Program in order to continue being a Titan branded FBO. As a Participating Merchant, Titan encourages you to promote the Program.

Customer participation is also voluntary and not all customers will elect to participate in the Program. If a Participating Merchant offers the reward program to their customers, they agree to offer the Program to all customers. Participating Merchants may not limit or restrict in any way the offer or awarding of program benefits to customers.

Titan Aviation Fuels is the final authority on accrual and crediting of Rewards Points and reserves the right to deny or revoke Rewards Points at any time if Titan Aviation determines that they were improperly or mistakenly obtained, accrued or credited.

GENERAL RULES

Participating Merchants will award one (1) Point for each gallon of Titan Aviation Products purchased at the Participating Merchant's location. Participating Merchants may reward additional Points for special promotions at their discretion. Participating Merchants may start and end special promotions at their discretion. Participating Merchant will be responsible for paying accordingly for any additional Points awarded.

Participating Merchant can only apply Points to customers who are members of the Program ("Member"). Participating Merchants must comply with all Titan Aviation branding requirements. Participating Merchants may only award

Points in full amounts and may not award any partial allocation of Points. Participating Merchants are not permitted to stack award points from any other reward program with Points. Participating Merchants may not participate in or issue points for any other customer rewards program other than the Rewards Program. In the event Merchant voids, reverses or refunds any purchase transaction, Merchant is responsible to verify that any corresponding Points are voided, reversed or refunded from Member's reward program account.

Titan Aviation may, in its discretion, change the Terms and Conditions and/or any other rules governing the Program, including those relating to the accrual, use and benefits of Rewards Points, at any time with or without notice. Any potential benefit or rewards offered to Members or Participating Merchants pursuant to the Program may be withdrawn by Titan Aviation or subject to new restrictions at any time with 60 days notice on the Program's website. All Rewards, discounts and other benefits available through redemption of Rewards Points or otherwise in connection with the Program are subject to availability.

INVOICING AND PAYMENT

Merchant agrees to pay Titan a fee for each Rewards Point offered at Merchant's location. The fee for each Rewards Point may vary and any variations may be made by Titan Aviation at any time with 60 days advanced notice posted on the Program's website.

In the initial stages of the program, Titan will invoice Merchant for the Rewards Points offered to Members. Merchant will have 30 days from receipt of the invoice to remit payment for the invoice to Titan. After such time as the point of sale devices at Merchant's location is equipped to process Program transactions, the second stage of the Program will require the Program rewards card to be swiped through the POS device. During this second stage of the Program, the POS device will take deduct payments for the applicable merchant payment for the Rewards Points directly from the transaction settlement process. Merchant agrees that Multi Service Aviation, the POS processor for Titan Aviation, can deduct the applicable per transaction payment amount out of such settlement process.

VIOLATION OF TERMS AND CONDITIONS

Titan Aviation has the right to monitor all activities relating to your participation in the Program. If required by applicable law or if you violate any of these Terms and Conditions or the terms and conditions of an offer related to the Program or otherwise improperly interfere or tamper with the operation of the Program, Titan Aviation may terminate your right to participate in the Program or this Agreement. In addition, you may be liable for monetary losses to Titan Aviation and/or any third party vendors, including litigation costs and damages, and you will not be allowed to participate in the Program in the future. FBO will be fully responsible for any and all fines, penalties, lawsuits, or violations charged or imposed on FBO for any violation of any applicable law or regulation related to the Program or any violation of the terms and conditions set forth in this Agreement.

TERMINATION

Titan Aviation reserves the right to terminate a merchant's access to the Program for any reason including but not limited to merchant fraud, improper use of branding, and improper reward issuance. In the event Titan Aviation exercises the right to terminate a merchant, Titan Aviation will provide advanced written notice to merchant. Titan Aviation reserves the right to end the Program upon ninety (90) days written notice to Members. In the event Titan Aviation terminates the entire Program, Titan will provide all Participating Merchants 90 days advance written notice of such termination. Any unauthorized use or improper use of logos or branding may result in the FBO being terminated from the Program or having its location de-branded.

Appendix A

Titan Aviation Credit Card Merchant Fees

Titan Transactions Fees to Merchants Schedule by Card Type

Card Type	24 hour	48 hour
Titan Aviation	1.850%	1.850%
Titan Contract Fuel Plus*	0.000%	0.000%
Multi Service	3.000%	3.000%
Visa - qualified	2.375%	2.375%
Visa - unqualified tier 1	3.350%	3.350%
Visa - unqualified tier 2	3.550%	3.550%
MasterCard	2.375%	2.375%
MC - unqualified tier 1	3.350%	3.350%
MC- unqualified tier 2	3.550%	3.550%
American Express	3.250%	3.250%
Discover	3.000%	3.000%
AVCARD	3.000%	3.000%
AIR Card - DESC	3.500%	3.500%
AIR Card - Local	3.500%	3.500%
Rewards Card	Initial Pay Rate: $0.010 per gallon of fuel paid to Titan	

* Any Contract Fuel Cards being processed at retail price may incur a 1.85% processing fee.

- Qualified - Means a transaction that has been swiped through the POS machine and has been settled on the same calendar day as the authorization occurred.
- Non-Qualified Tier 1 - Means a transaction that has been manually keyed (non- swiped) OR a transaction which was not settled on the same calendar day as the authorization occurred OR was submitted from a device not certified by TAPC to process qualified transactions.
- Non-Qualified Tier 2 - Means a transaction that has not been settled electronically (paper ticket) OR a transaction which has not been settled to TAPC within two calendar days from authorization.
- All rates may be subject to change per contract with Titan Aviation Fuels.

Settlement Days in Business Days, excluding bank holidays

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-560

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Adopt a Resolution to Accept, Not Approve, the Agricultural and Working Lands Conservation Plan (AWLCP), Conditioned that it is Only a Source Document to Help Formulate the General Plan and that the Agricultural Advisory Committee Advise the Planning Commission and Board of Supervisors on the Sections of the AWLCP that will Benefit the General Plan Agricultural Element

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution to Accept, Not Approve, the Agricultural and Working Lands Conservation Plan (AWLCP), Conditioned that it is Only a Source Document to Help Formulate the General Plan and that the Agricultural Advisory Committee Advise the Planning Commission and Board of Supervisors on the Sections of the AWLCP that will Benefit the General Plan Agricultural Element.

On September 10th, 2019, the Board of Supervisors approved a grant application to the Department of Conservation's Sustainable Agricultural Land Conservation Program to create an Agricultural and Working Lands Conservation Plan (AWLCP or Plan). The County was then awarded $245,639 to create an AWLCP which was intended to be key to the implementation of several General Plan implementation tasks, while reinforcing established County policies for the protection and longevity of the County’s long-cherished Ag lands and achieving the State’s Greenhouse Gas (GHG) reduction and climate goals. The General Plan tasks from the General Plan Implementation Strategy this Plan would help implement include: 2.4 Environmental Conservation Plan, 3.1 Greenhouse Gas Reduction Program, 4.4 Collaborative Planning Dialogue, and 4.5 Agricultural Best Practices Program.

The Planning Department worked with a contractor, Cultivate LLC, and key community stakeholders to develop this Plan and its accompanying elements which include the Ecosystem Services Assessment, Agricultural Economic Development Strategy, Education and Awareness Strategy, and Land Use Policy Assessment. These elements form the data and research backbone to the AWLCP and, along with the feedback from the community engagement, informed the Plan's recommendations. The knowledge and data acquired through the AWLCP can be used in future policy planning efforts and can assist the State and County in meeting greenhouse gas and climate goals.

After extensive community engagement and revision, Draft #4 of the AWLCP was accepted by the Agricultural Advisory Committee on October 3rd and the Planning Commission reiterated their recommendation on November 15th, 2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

September 10th, 2019 RES-2019-522: Approving the Submittal of an Application to the Sustainable Agricultural Lands Conservation (SALC) Program Grant.
August 15th, 2023: Receive a Presentation by the Planning Director, Providing an Update on the Agriculture and Working Landscape Conservation Plan.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The County will not complete the grant work plan.

FINANCIAL IMPACT

The County will not be fully reimbursed for the work that went into the development of this Plan.

ATTACHMENTS

1. **Resolution**
2. **Staff Report**
3. **Attachment A- BOS RES 2019-522**
4. **Attachment B- AWLCP Draft #4**
5. **Attachment C- AWLCP Draft #4 Appendices**
6. **Attachment D- PC RES 2024-011**
7. **Presentation**

VOTE RESULT

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

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No. 2024-

A Resolution to Accept, Not Approve, the Agricultural and Working Lands Conservation Plan (AWLCP), Conditioned that it is Only a Source Document to Help Formulate the General Plan and that the Agricultural Advisory Committee Advise the Planning Commission and Board Of Supervisors on the Sections of the AWLCP that will Benefit the General Plan Agricultural Element.

WHEREAS, an application by the Mariposa County Planning Department to the Department of Conservation's Sustainable Agricultural Lands Conservation (SALC) Grant Program was approved by the Board of Supervisors on 10th day of September 2019; and

WHEREAS, this application was to fund the creation of a County Agricultural and Working Landscape Conservation Plan (AWLCP); and

WHEREAS, the AWLCP was intended to be key to the implementation of several General Plan implementation tasks, while reinforcing established County policies for the protection and longevity of the County's long-cherished Ag lands and achieving the State's Greenhouse Gas (GHG) reduction and climate goals; and

WHEREAS, the General Plan tasks that the AWLCP will help implement are: 2.4 Environmental Conservation Plan, 3.1 Greenhouse Gas Reduction Program, 4.4 Collaborative Planning Dialogue, and 4.5 Agricultural Best Practices Program; and

WHEREAS, the County entered into a standard agreement with the Department of Conservation on 15th day of March 2020, noting the AWLCP will include four elements: 1) Ecosystem Services Values, 2) Agricultural Economic Development Strategy, 3) Education and Awareness Strategy, and 4) Land Use Policy; and

WHEREAS, the AWLCP will be used in future policy planning efforts by utilizing the knowledge and data acquired through the AWLCP and will assist the State and County in meeting GHG and climate goals; and

WHEREAS, to develop and revise the AWLCP, Planning Department staff engaged members of the Ag community and the community at-large through surveys, open houses, and stakeholder meetings to ensure the recommendations are suitable for Mariposa County; and

WHEREAS, the AWLCP Draft No. 1 was created by the contractors, Cultivate, LLC, with assistance from members of the project's Core Team; and

WHEREAS, the AWLCP Draft No. 2 was presented to the Board of Supervisors on 15th of August 2023, as well as to the Planning Commission, Agricultural Advisory Committee, Farm Bureau, Economic Development Corporation, and the Southern Sierra Miwuk Nation Tribal Council from September to November 2023; and

WHEREAS, after extensive revision by Planning Department staff, the AWLCP Draft No. 3 was presented to the Agricultural Advisory Committee and Farm Bureau in June 2024 for discussion; and

WHEREAS, the AWLCP Draft No. 4 is the result of revisions based on feedback heard from the Agricultural Advisory Committee and Farm Bureau discussions in June of 2024;

WHEREAS, on the 3rd day of October 2024, the Agricultural Advisory Committee voted to recommend acceptance, not approval, of the AWLCP Draft No. 4 conditioned that it is only to be used as a source document to help formulate the 2026 update to the County General Plan, and that the Agricultural Advisory Committee advise the Planning Commission and Board of Supervisors on the sections of the AWLCP that will benefit the General Plan Agricultural Element; and

WHEREAS, on the 15th day of November 2024, the Planning Commission adopted Resolution No. 2024-011 recommending the Board of Supervisors adopt a resolution to accept (not approve) the AWLCP in accordance with the Agricultural Advisory Committee's recommendation.

NOW THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of the County of Mariposa does hereby adopt a resolution to accept, not approve, the Agricultural and Working Lands Conservation Plan (AWLCP), conditioned that it is only a source document to help formulate the General Plan and that the Agricultural Advisory Committee advise the planning commission and board of supervisors on the sections of the AWLCP that will benefit the General Plan Agricultural Element.

ON MOTION BY Supervisor , seconded by Supervisor , this resolution is duly passed and adopted this 3rd day of December 2024 by the following vote:

AYES:
NOES:
EXCUSED:
ABSTAIN:

ATTEST:

_____ _____
Danielle Bondshu, Clerk of the Board Miles Menetrey, Chairman Board of Supervisors

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Mariposa County
Planning Department

STEVE ENGFER
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org

sengfer@mariposacounty.org

MEMORANDUM

Date: October 3, 2024
To: Mariposa County Board of Supervisors
From: Steve Engfer, Planning Director
Ben Goger, Senior Planner
Hannah Harrison, Community Design and Development Planner
Topic: Agenda Item Resolution to Accept the Agricultural and Working Lands Conservation Plan (AWLCP) DRAFT #4

RECOMENDATION AND JUSTIFICATION

A Resolution to accept, not approve, the Agricultural and Working Lands Conservation Plan (AWLCP), conditioned that it is only a source document to help formulate the General Plan and that the Agricultural Advisory Committee advise the Planning Commission and Board of Supervisors on the sections of the AWLCP that will benefit the General Plan Agricultural Element.

The purpose of the Mariposa County Agricultural and Working Lands Conservation Plan (AWLCP or Plan) is clearly stated in Resolution 2019-522 (Attachment A- Resolution 2019-522)

> "*Creation of this plan is key to implementation of Specific General Plan task, while reinforcing established County policies for the protection and longevity of the County's long cherished Ag lands and achieving the State's Greenhouse Gas (GHG) reduction and climate goals.*"

On September 10th, 2019, the Mariposa County Board of Supervisors adopted resolution 2019-522 approving submittal of a planning grant to the Strategic Growth Council and Department of Conservation's Sustainable Agricultural Lands Conservation Program (SALC). The intent of the application was to draft an Agricultural and Working Lands Conservation Plan (AWLCP) for the County of Mariposa.

Agricultural Land Conservation Planning (ALCP) grants through the SALC program provide funds to cities and counties in collaboration with local stakeholders to develop and implement plans for the protection of agricultural lands at risk of conversion to non-agricultural uses. This component of the SALC program incentivizes local governments to work closely with local stakeholders to develop

local and regional land use policies and implementation activities that integrate agricultural land conservation in a way that reduces greenhouse gas emissions, supports job creation, and benefits AB 1550 populations.

Understanding the importance of agriculture and open lands to the preservation of the County's rural character, staff identified the SALC ALCP program as a funding source for the drafting of Mariposa County AWLCP. The purpose of this endeavor was to implement Board directives in the General Plan Strategic Implementation Work Plan (2018) and to provide technical documents and community input necessary for the County's 20-year General Plan update in 2026.

Specific direction from the General Plan Strategic Implementation Work Plan is related to Task 2.2 which ***amends the Safety Element to incorporate vulnerability assessment outcomes and to include climate adaptation goals, policies and action*****,** and Task 3.1 which is the Green House Gas (GHG) Reduction Program. One major driver of the AWLCP is language in Task 3.1 which establishes the necessity in the ***consideration of the impacts and benefits of the forest and agriculture*** on Mariposa's GHG Reduction Program.

Through the AWLCP technical appendices and following the US Community Protocols for GHG inventories, the County can now propose incorporating agricultural lands into the County's GHG inventory consistent with State CEQA Guidelines, Title 14 Section 15183.5 and Chapter 8 of the Governor's Office of Planning and Research General Plan Guidelines.

The AWLCP builds on the Mariposa County 2010 Baseline GHG Inventory that was prepared in partnership with the Sierra Business Council (SBC) and published on April 8, 2014. This document established municipal and community GHG inventories for the County. The County is now working with SBC on a ten-year update to the County's GHG inventory and will be able to incorporate the significant value of our conservation and working lands into that analysis through the AWLCP Appendix B, Ecosystem Services Assessment and County TerraCount tool.

TerraCount is a geospatial tool that calculates and analyses carbon stocks at a parcel and landscape level with a 30-meter accuracy. TerraCount is also a useful tool for making calculations for grants that fund restoration work and for organizations wishing to participate in the SB 27 Carbon Sequestration and Climate Resilience Project Registry.

Together, these GHG measurements allow the County to contextually respond to the State's GHG goals of 40% reduction in emissions from 1990 levels by 2030, and 80% reduction from 1990 levels by 2050, as well as Carbon Neutrality by 2045 set by Executive Order B-55-18.

As noted in Table 2 of Appendix B of the AWLCP the 447,509 acres of Mariposa above and below ground forestland have a CO2 stock value of 130,418,639 tons (291 tons per acre) and 228,831 acres of grasslands 26,086,708 CO2tons (114 tons per acre).

BACKGROUND

The initial start of the project was delayed until June 30, 2022 when a contract was executed with Cultivate LLC through the County's competitive solicitation process.

The development of the AWLCP began with gathering information from members of the local agriculture community to better understand Mariposa County's education efforts, economic opportunities, ecosystem services, and agricultural policies. To inform this research, we convened the Core Team which includes a representative from the Resource Conservation District, University of California Agriculture and Natural Resources (UCANR), Sierra Foothill Conservancy, Future Farmers of American, California Cattlemen's Association, and the Agricultural Commissioner. With assistance from the Core Team, the project contractor's, Cultivate LLC (Cultivate), identified key stakeholders to engage with for the research and developed an Outreach and Engagement Plan, which can be found in the appendices of the draft AWLCP. In addition to these stakeholder meetings, Cultivate and their subcontractors began the technical work of analyzing the economics of the local agriculture market, local and state policies and plans, and carbon data. This work culminated in the following reports: Economic Development Framework, Ecosystem Servies Assessment, Agricultural Education and Awareness, and Agricultural Conservation Policy and Land Conservation Assessment (all found in the draft AWLCP appendices).

Once these various reports and assessments were complete, the County's contractors began work on the first draft of the AWLCP. This draft was released in May 2023 to the Core Team. The first draft was reviewed by the Core Team who offered their suggested changes which resulted in a second draft being released in July 2023. This was the first time the AWLCP draft was available to the public. In August 2023 draft #2 a general update was presented to the Board of Supervisors and to the Planning Commission in November of 2023 before staff began community engagement for the Plan. The community engagement for this Plan development step included a booth at Coyote fest, the Mariposa Farmers Market, and the County Fair. Staff gave presentations to the Lion's Club, the Economic Development Corporation, and the Southern Sierra Miwuk Nation's Tribal Council. Finally, staff met with the Agricultural Advisory Committee (AAC) and twice with the Mariposa Farm Bureau to discuss the contents of draft #2. Early on in this engagement process step, it became clear that there were several necessary changes to draft #2. These changes included:

1. Make the Plan more readable and in plain language
2. Reduce the requirements from the agricultural community to form work groups and committees
3. Clarify the AWLCP's role in the General Plan Strategic Implementation Plan
4. Removing arts from the Plan
5. Adding language about the State's 30x30 goals and reinstating subvention funds
6. Ensure the Plan does not add additional regulations, requirements, or oversight of agriculture in Mariposa County from outside entities, particularly the State

Seeing that draft #3 would likely be an almost 100% overhaul and rewrite of the Plan, the team focused the remaining engagement opportunities directly with the agriculture community to assess items they would like to see in the next draft and as a part of this step, hosted four open houses in Mariposa, Catheys Valley, Coulterville, and Hornitos.

The County took over the lead role in writing draft #3 during the 23-24 winter which incorporated the community feedback from draft #2. During the rewrite period, the Mariposa Farm Bureau provided an extensive letter dated February 14th, 2024, that provided 18 comment and concerns. The Farm Bureau comments were an important part of the engagement process for the Plan drafting process and very informative to the overall Plan development.

On April 12th, 2024, each member of the Core Team was sent portions of the draft plan to review based on expertise. The Core Team were given the opportunity to make any changes to these strategies they thought best. From the Core Team responses we received, there were few substantive changes suggested. On May 28th, 2024, the complete draft #3 was sent to the Core Team for review. The Core Team was given two weeks to submit changes or comments, and none were received. However, internal staff review did result in significant comments at that time which were incorporated into draft #4.

Draft #3 of the AWLCP was then sent to the Farm Bureau for review on June 10th in preparation for their June 18th meeting. The Plan draft #3 was also considered by the Agricultural Advisory Committee at their meeting on June 20th, 2024. Both groups expressed concerns that the AWLCP draft #3 included language that could potentially hurt agriculture, defined cultivation as a form of agriculture, is trying to supersede the General Plan, does not reference the importance of working lands and greenhouse gas reduction, and that the County does not have the capacity to implement the Plan.

In response to the concerns expressed above, including the June 20th Agricultural Advisory Committee meeting, staff scheduled meetings with critical Committee members to better understand the concerns. There were significant technical details gathered at that time that were incorporated into draft #4 of the AWLCP. At the core of these discussions was a desire to focus on conventional agriculture from the perspective of a professional agricultural producer in Mariposa County. It should be noted that those producers are almost exclusively producing beef cattle. Some of the recommendations in the study do this plainly, but others stray away from the core beef industry. This is appropriate due to the other agricultural interests in the County. But considering the importance of the beef industry as a major economic and cultural driver that defines the rural character of the County and on the recommendation of two Agricultural Advisory Committee members, staff has prepared a table that analyzed the impact of the strategies presented in the AWLCP on the producer, the community, and the land. This analysis can be an anecdotal tool the community uses to assess the strategies presented in the AWLCP and their applicability to the County General Plan as we approach our 20-year rewrite of the Community's guiding document. The table is presented here for the Commissions discussion and direction.

Another key sentiment that was gathered from the June 20th AAC was the desire to govern Mariposa County agricultural lands through local polices. The Committee is concerned that State policies may impact regulation that impairs their agricultural operations, particularly through executive orders from the Governor's Office. The Committee would like more in person connection with State agricultural officials and State representatives so that they may understand agricultural conditions

in Mariposa. This could build trust between parties by sharing the challenges faced on a local level and the benefits of land stewardship through agriculture as the successful agricultural producer is the steward of the soil, water, and forest which in turn supports the health of the land, maintains the rural cultural character, and builds the larger economy.

In response to the concerns expressed by the Farm Bureau and the AAC, staff developed Draft #4 (see Attachment B- AWLCP Draft #3 Redline document, and Attachment C- AWLCP Draft #4) and presented it to the AAC on October 3rd.

At the October AAC meeting, information was given on the background intent of the AWLCP based on the original Resolution 2019-522 and General Plan Strategic Implementation Plan (GPSIP). Specifically, Task 3.1 stating; the ***consideration of the impacts and benefits of the forest and agriculture*** on Mariposa's GHG Reduction Program.

Information was also given on State executive orders and subsequent legislative actions that set Green House Gas (GHG) goals. A conversation followed with some important notes for the Planning Commission and Board Supervisors to consider.

Overall, there was a reticence for a wholesale adoption of the plan from the AAC. As it may set a precedent as a baseline document for the 20-year update of the Agricultural Element of the General Plan. It was agreed upon that many of the recommendations from the AWLCP are good and could be used as supporting documentation to help formulate the General Plan's update and the AAC wants this to be articulated as the document makes its way through the public process at the Planning Commission and Board of Supervisors' meetings.

The AAC is focused on agriculture and is passionate about issues that face the ag industry. This is because agriculture is a lifestyle and a livelihood for Committee Members. Therefore, as the community begins working on the 2026 General Plan update, the Committee wants to be closely involved in the drafting of the Agricultural Element in the General Plan and assist in an advisory role. This assistance is welcome as the AAC has agricultural expertise and is positioned to advise the County on local policies and plans.

<u>Comments from the AAC:</u>

Notwithstanding the main recommendation given by the AAC, there were some comments on certain recommendations starting with 2A and 3A that pertain to meet sales. Draft #4 of the AWLCP notes the role that the USDA plays in these sells and the role that the Agricultural Commissioner plays in providing resources to individuals interested in meat sales. It was further noted in the October 3rd meeting that there are some new laws regarding the sale of meat that need to be considered, such as AB-888 which requires producers to register before they can sell to the public.

There is also an overarching sentiment from the AAC that promoting and developing the sale of meat should be led by the private industry and that the role of government should be focused on the health and safety of the meat sales.

In the AWLCP Draft #4 recommendation 2B was reframed to focus on the reduction of noxious invasive weed and the need for a unified Noxious Invasive Weed Management Plan. The importance of this was reiterated at the AAC meeting. Additionally, reinstating the cost share program for the reduction of Yellow Star Thistle was also desired.

For Recommendation 2F, a suggestion was made that during the General Plan update this recommendation be considered outside of the Agricultural Element and might be better incorporated into the Arts and Culture, Historic and Cultural Resources, or Open Space Elements.

There is still uncertainty regarding the feasibility of recommendation 3E which recommends increasing opportunities for agricultural internships and apprenticeships. There was significant interest from a youth and educational perspective but would only be possible with funding and staff capacity to initiate the program.

DISCUSSION AND RECCOMENDATION

Based on the discussion from the Agricultural Advisory Committee meeting on October 3rd, staff has prepared the following resolution for the Board of Supervisors to consider:

- "Acceptance" not "Approval" of the Draft #4 AWLCP Plan noting:
    - The AWLCP does not make mandates for the 2026 General Plan update.
    - Portions of the AWLCP may be considered as technical support for the 2026 General Plan update if consistent with General Plan Goals, Polices, or Implementation Measures.

As noted above, the lens that staff and the core Agricultural Advisory Committee members chose, was to evaluate the strategies was through whether there were the benefits to the agricultural producer, the whole community, and the land. Staff has populated the table based on notes from Committee members, but they are open for discussion and direction and can be captured in the meeting minutes as a future resource. For the Commissioners awareness the AAC concurred with staff's assessment as articulated in the table below.

Recommendation: Support	Land Benefit	Community Benefit	Agriculture Benefit
1A: Protect Agriculture through General Plan, Land Use and Agricultural Elements	Yes. Supports open space, intact ecosystems and land stewardship	Yes. Supports economics and rural character	Yes.
1B: Protect Williamson Act	Yes. Protects land from conversion	Yes. Supports economics and rural character	Yes.
1C: Analyze Economic Viability of forest products	Need results of analysis	Yes. Offers information for residents involved in Forestry	Need results of analysis
1D: Support Youth Ag programs	Yes.	Yes.	Yes.
1E: Support Voluntary Conservation easements	Yes. Conserves land in perpetuity.	Yes. Supports economics and rural character	Yes.

1F: Support small scale agricultural operations	Yes. Small scale, could prevent conversion	Yes. Supports economics, community gathering	Yes. Small scale

Recommendation: Build	Land Benefit	Community Benefit	Agricultural Benefit
2A: Explore Meat and animal product sales	Maybe.	Yes. This could help small producers understand requirements of sales	Maybe. USDA approval needed for commercial sale of animal products
2B: Seek Grants to support Ag.	Yes. Focus on Noxious weed reduction, range land health	Yes. Provide funding to individuals and organizations.	Yes. Supports Ag infrastructure and range land health.
2C: Provide Resources for cost share or credit programs	Yes. Program dependent	Maybe. Program dependent	Maybe. Program dependent
2D: Host Ag Workshops	Yes.	Yes. Educate to best practices and resources	Yes. Opportunity to share resources with producers.
2E: Update Timber Exclusive Zone	Yes.	Yes.	Yes
2F: Support SSMN land management and federal recognition	Yes.	Yes.	Yes.

Recommendation: Develop	Land Benefit	Community Benefit	Agricultural Benefit
3A: Analyze viability for local beef processing	Maybe. Need results of analysis	Maybe. Need results of analysis	Maybe. Need results of analysis
3B: Promote land management on public lands in the County	Yes. Much of this land is untended	Yes. Could provide wildfire protection.	Yes. Could provide better grazing on public lands and protection of Ag lands from forest fire
3C: Support Control Burns on Ag land	Yes.	Yes. Provides wildfire protection.	Yes. Reduce noxious weeds, promotes forage
3D: Update CWPP, Community Wildfire Prevention Plan	Yes.	Yes. Provides wildfire protection	Yes. Coordinates resources for land managers
3E: Increase opportunities for Ag internships	Yes. Feasibility in question	Yes. Feasibility in question	Yes. Feasibility in question

Attachments:

Attachment A- Resolution 2019-522
Attachment B- AWLCP Draft No. 4
Attachment C- AWLCP Draft No. 4 Appendices
Attachment D- Planning Commission Resolution 2024-011

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2019-522

MEETING: September 10, 2019

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Resolution Approving the Submittal of Grant Application for the SALC Program

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a resolution approving the submittal of an Application to the Sustainable Agricultural Lands Conservation (SALC) Program Grant for Mariposa County and Authorize the Board Chair to sign the Letter of Support. The resolution, in the proposed format, is a requirement for the grant application. The application deadline is September 13, 2019.

Mariposa County is applying for a SALC Planning Grant to fund the creation of a County Agricultural and Working Landscape Conservation Plan (AWLCP). Creation of this plan is key to implementation of specific General Plan tasks, while reinforcing established County policies for the protection and longevity of the County's long-cherished Ag lands and achieving the State's Greenhouse Gas (GHG) reduction and climate goals. It is noted that nearly half of Mariposa County's private lands are in the General Plan's Ag/Working Land Use classification.

The project includes the formation of a core team to:

1. Assess existing ecological and environmental values,

2. Assess existing land use policies,

3. Assess key social values (such as rural character and aesthetics),

4. Establish a baseline of social values throughout the County's Ag/Working landscapes

5. Develop and implement stakeholder engagement activities,

6. Identify co-benefits, and

7. Ensure the overall success of AWLCP planning and implementation.

There will be four components of the proposed plan:

- Ecosystem Services/ Environmental & Natural Resource Values

Resolution - Action Requested 2019-522

- Agricultural Economic Development Strategy
- Education and Awareness Strategy
- Land Use Policy

The AWLCP will result in a quantified analysis of the GHG benefits of the County's Ag/Working Landscape lands, long range conservation strategies, an educational program, and potential economic opportunities that are based on rancher, community and other key stakeholder participation.

Support letters received to date have been included in packet.

DESCRIPTION OF FOUR PLAN COMPONENTS:

ECOSYSTEM SERVICES*/ ENVIRONMENTAL & NATURAL RESOURCE VALUES
Perhaps the most critical element to the proposed AWLCP is the development of ecosystem service values for the County. This component will blend quantitative and qualitative data for the plan.

G.P. Implementation Tasks:
2.4 Environmental Conservation Plan
4.5 Agricultural Best Practices Program
4.4 Collaborative Planning Dialogue

*Ecosystem Services are generally defined as benefits that humans freely gain from the natural environment and from properly-functioning ecosystems. Such ecosystems include, for example, agro-ecosystems, forest ecosystems, grassland ecosystems and aquatic ecosystems.

AGRICULTURAL ECONOMIC DEVELOPMENT STRATEGY
Mariposa County is identified by its open space and rural lifestyle rooted in agriculture, ranching, and unique natural resources. Preservation and enhancement of the County's rural assets is critical. The identification of potential new economic opportunities through the AWLCP, that could add value to ranching activities, is intended to secure the economic viability of this industry in the future. Potential opportunities include, but are not limited to, carbon sequestration and mitigation banking, and gateway community food-shed contract incentives with YNP.

G.P. Implementation Tasks:
4.5 Agricultural Best Practices Program
4.4 Collaborative Planning Dialogue
Co-Benefits:
- Ensure profitability of ag business in the County
- Aesthetics and open space
- Easement Program & Other Voluntary Financial Incentives

EDUCATION AND AWARENESS STRATEGY
The program will establish relationships with key stakeholders, faculty members of educational establishments, and researchers to promote an open dialogue and input.

RESOLUTION - ACTION REQUESTED 2019-522

The proposed AWLCP will include training and educational opportunities that are based on Ecosystem Services.

G.P. Implementation Tasks:
4.5 Agricultural Best Practices Program
4.4 Collaborative Planning Dialogue
Co-Benefits:
- 4-H, FFA, UCEE Education Programs

LAND USE POLICY
The AWLCP will be used in future policy planning efforts. These efforts will reflect the knowledge and data acquired through the AWLCP, and will directly assist the state (and county) in meeting GHG and climate goals.

G.P. Implementation Tasks:
2.4 Environmental Conservation Plan
3.1 Greenhouse Gas Reduction Program
4.5 Agricultural Best Practices Program

The plan will be important to completing Tasks 2.2 and B.1 General Plan Technical Update (Housing, Climate Change, Agriculture, and Land Use Elements)
The Board's General Plan Strategic Implementation Work Plan includes GHG Reduction Program and identifies potential funding sources for the activity.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board Resolution No. 2019-440 The Board approved General Plan Strategic Implementation Work Plan includes GHG Reduction Program and identifies potential funding sources for the activity.

The Board has approved grant applications in the past for programs that benefit the citizens of Mariposa County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve applying for the Sustainable Agricultural Lands Conservation (SALC) Program. This action will eliminate Mariposa County from being a possible recipient of the grant funds.

FINANCIAL IMPACT:
Potential grant revenues if awarded. Grant requires 10% match, of which only 5% can be in kind (staff horus). Staff would return to Board for budget action, if application is successful. Maximum grant amount is $250,000.

ATTACHMENTS:

Resolution - Action Requested 2019-522

BOS Draft Resolution SALC Grant (DOCX)
BOS Letter of Support (DOCX)
SALC Grant Guidelines Excerpts (PDF)
Letters of Support (PDF)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Merlin Jones, District II Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Merlin Jones, Marshall Long
EXCUSED: Kevin Cann, Miles Menetrey

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No. 2019-522 **A resolution of support approving the application for the Sustainable Agricultural Lands Conservation Program Grant**

WHEREAS, the Sustainable Agricultural Lands Conservation Program is a component of the Strategic Growth Council's Affordable Housing and Sustainability Program and is administered by the Department of Conservation, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Conservation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby:

APPROVES THE FILING OF AN APPLICATION FOR THE SUSTAINABLE AGRICULTURAL LANDS CONSERVATION PROGRAM; and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the Planning Director of the County of Mariposa to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

ON MOTION BY Supervisor Jones, seconded by Supervisor Smallcombe, this resolution is duly approved and adopted this 10th day of September, 2019.

I, the undersigned, hereby certify that the foregoing Resolution Number 19-522 was duly adopted by the Mariposa County Board of Supervisors following a roll call vote:

Ayes: SMALLCOMBE, JONES, LONG

Noes: NONE

Absent: CANN, MENETREY

By: Marshall Long, Pro-Tem Chair

Miles Menetrey, Chair
Mariposa County Board of Supervisors

ATTEST:

René LaRoche, Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

MARIPOSA COUNTY'S

AGRICULTURAL & WORKING LANDS CONSERVATION PLAN

DRAFT #4

A plan for protection of the County's agricultural and working lands for long-term regional resilience

OCTOBER 3, 2024

MARIPOSA COUNTY'S

AGRICULTURAL & WORKING LANDS CONSERVATION PLAN

A plan for protection of the County's agricultural and working lands for long-term regional resilience

OCTOBER 3, 2024

ACKNOWLEDGMENTS VI
PLAN RECOMMENDATIONS VIII
ACRONYMS X
DEFINITIONS XI
PURPOSE STATEMENT XII

CHAPTER 1 2
BACKGROUND & CONTEXT 2
1.1 THE LAND 3
1.2 AGRICULTURAL AND WORKING LANDS IN THE COMMUNITY 3
1.3 THE VALUE OF AGRICULTURAL AND WORKING LANDS 7
1.4 THE CHALLENGES TO AGRICULTURE 10

CHAPTER 2 12
PLAN DEVELOPMENT & IMPLEMENTATION 12
2.1 RECOMMENDATIONS 12
2.2 IMPLEMENTING THE PLAN 13
2.3 PLAN DEVELOPMENT PROCESS 14

CHAPTER 3 20
RECOMMENDATIONS 20
CATEGORY #1: SUPPORT 20
CATEGORY #2: BUILD 30
CATEGORY #3: DEVELOP 41

APPENDIX (SEPARATE DOCUMENT)

A. AGRICULTURAL & WORKING LANDS ECONOMIC DEVELOPMENT FRAMEWORK, BAE URBAN ECONOMICS, MARCH 2023
B. ECOSYSTEMS SERVICES ASSESSMENT FOR THE MARIPOSA COUNTY AGRICULTURAL AND WORKING LANDSCAPE CONSERVATION PLAN, ECOMETRICS, JUNE 2023
C. AGRICULTURAL EDUCATION AND AWARENESS REPORT, SAGE, MARCH 2023
D. STAKEHOLDER LISTS AND DRAFT OUTREACH & ENGAGEMENT PLAN, FALL 2023
E. AGRICULTURAL CONSERVATION POLICY & LAND CONSERVATION ASSESSMENT FOR MARIPOSA COUNTY, APRIL 2023
F. KEY FINDINGS, TRENDS AND QUOTES FROM FALL 2023 SURVEY, FEBRUARY 2023
G. MAPS OF MARIPOSA COUNTY, JUNE 2024

ACKNOWLEDGMENTS

This *Mariposa County Agricultural and Working Lands Conservation Plan (AWLCP or Plan)* was developed through the engagement of ranchers, farmers, local government, non-profit organizations, the Mariposa County Farm Bureau, the Southern Sierra Miwuk Nation (SSMN), conservation partners, businesses, and agencies. Together, the Plan was developed to offer recommendations to envision a resilient future for working lands in Mariposa County. The project team would like to express heartfelt gratitude to all the contributors who shaped the development of this plan. Please refer to Appendix D for the complete list of **Core Partners** and **Stakeholders** who gave their time and input to this critical project.

CORE PROJECT TEAM

MARIPOSA COUNTY PLANNING DEPARTMENT

Steve Engfer
Planning Director

Hannah Harrison
Community Design and Development Planner

Kaitlyn Casner
Planner III

Mikey Goralnik
Senior Community Design and Development Planner (former)

Ben Goger
Senior Planner

Ben Ogren
Senior GIS Specialist

Ethan Smith
GIS Specialist

MARIPOSA COUNTY DEPARTMENT OF AGRICULTURE & WEIGHTS AND MEASURES, AGRICULTURAL COMMISSIONER & COUNTY SEALER'S OFFICE

Monica Nielsen
Agricultural Commissioner

Mikaela Cory
Agriculture and Standards Inspector

UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION SERVICE (UCCE)
Fadzayi Mashiri
Director

COTTON CREEK RANCH

Tony Toso
Co-Owner and Former California Cattlemen's President 2020-2021

SIERRA FOOTHILL CONSERVANCY

Bridget Fithian
Executive Director

Lauren Miller
Conservation Director

MARIPOSA COUNTY RESOURCE CONSERVATION DISTRICT

Melinda Barrett
Executive Director

SPECIAL THANKS TO:

SOUTHERN SIERRA MIWUK NATION ALSO KNOWN AS THE **AMERICAN INDIAN COUNCIL OF MARIPOSA**
Tara Fouch-Moore
Tribal Secretary & Project Manager

Jazzmyn Gegere
Cultural Preservation Department Manager

Clay River
Lead Teaching Artist

MARIPOSA COUNTY FARM BUREAU
Kelly Williams
President

Jordan Cory
Member

CONSULTANT ADVISORY TEAM

Amie MacPhee, AICP
Cultivate, Planning & Policy Co-Lead

Serena Unger
Urban Rural Regional Strategies, Planning & Policy Co-Lead

Matt Kowta
BAE Urban Economics, Real Estate and Farming Economics Lead

Sibella Kraus *Sustainable Agriculture Education (SAGE), Sustainable Farming Industry & Regional Food Systems Lead*

Ed Piñero and Huda Elasaad
EcoMetrics, LLC Ecosystems Assessment Leads

PLAN RECOMMENDATIONS

QUICK REFERENCE GUIDE

CATEGORY #1 SUPPORT	
1A	Continue Protecting Agriculture in Mariposa County by Maintaining or Strengthening the Agriculture and Land Use Elements in the General Plan
1B	Continue Protecting Agriculture in Mariposa County by Maintaining the Strength of the Williamson Act Program
1C	Support Ongoing Analysis on the Economic Viability of Forestry and the Production of Forest Products in Mariposa
1D	Support the FFA, 4-H, Fairgrounds, and Farmers Market as Opportunities for Engagement and Education for the Community
1E	Protect and Conserve Agricultural Lands and Natural Resources by Recognizing the Benefits of Voluntary Conservation Easements in the General Plan
1F	Prevent the Conversion of Agricultural Lands by Promoting Opportunities to Earn Supplemental Income from Agriculture-Based Activities
CATEGORY #2 BUILD	
2A	Explore Opportunities for Meat and Other Animal Product Sales within Existing Programs
2B	Seek Grants to Increase the Capacity and Funding for Local Organizations that Support Agriculture, particularly the reduction of invasive noxious weeds.
2C	Assist and Provide Resources to Producers that Want to take Advantage of State, Federal, and/or Private Programs that Provide Payments, Cost/Share, and/or Credits for Certain Land Uses and Management Practices
2D	Host Regular Workshops for Producers and Landowners that Focus on Various Topics of Interest Useful for Owning and/or Operating an Agriculture Operation
2E	Update the Timber Exclusive Zone Program
2F	Support the Southern Sierra Miwuk Nation in Capacity Building for Continued Agricultural Land Stewardship and Assist Their Efforts Towards Federal Recognition

CATEGORY #3 **DEVELOP**	
3A	Conduct a Market Analysis on the Viability for Local Animal Processing Facilities and Butchering
3B	Promote Land Management Practices on Public and Private Lands that Reduce Wildfire Risk and Supports Ecosystem Services and More Resilient Landscapes
3C	Explore Opportunities to Expedite the Approval Process for Controlled Burns on Agricultural Lands
3D	Update the Community Wildfire Protection Plan(CWPP)
3E	Increase Opportunities for Agriculture and Natural Resource Management Internships and Apprenticeships for Youth as Well as Adults in Partnership with Local Organizations and Producers

ACRONYMS

BLM - Federal Bureau of Land Management

DoC - California Department of Conservation

CCA- California Cattlemens Association

CCC - California Conservation Corp

CDFA - California Department of Food and Agriculture

CDFW- California Department of Fish and Wildlife

CNRA - California Natural Resources Agency

CWPP - Community Wildfire Protection Plan

EDC - Economic Development Corporation

EQIP- Environmental Quality Incentives Program

FFA - Future Farmers of America

FSA - Farm Service Agency

GHG - Greenhouse Gas

LCA - Land Conservation Act (aka The Williamson Act)

MCFAC - Mariposa County Fire Advisory Committee

MCHS - Mariposa County High School

NPS - National Park Service

NRCS - Natural Resources Conservation Service

OPR - Office of Planning and Research

RCD - Resource Conservation District

SALC- Sustainable Agricultural Lands Conservation Program

SFC - Sierra Foothill Conservancy

SNC - Sierra Nevada Conservancy

SSMN - Southern Sierra Miwuk Nation

TEK- Traditional Ecological Knowledge

USDA - United States Department of Agriculture

USFS- United States Forest Service

UCCE - University of California Cooperative Extension

UC ANR - University of California Division of Agriculture and Natural Resources

YMCTB - Yosemite Mariposa County Tourism Bureau

DEFINITIONS

Agriculture means the production, keeping, or maintenance, for sale, lease or personal use of:

- plants and animals useful to society, including and not limited to: forages and sod crops; grains and seed crops;
- dairy animals and dairy products, poultry and poultry products;
- domesticate livestock, including and not limited to domesticated animals, such as beef cattle, sheep, swine, horses, ponies, mules, or goats or any mutations or hybrids thereof, including the breeding and grazing of any or all such animals;
- bees and apiary products;
- fur animals;
- trees and forest products; and/or
- fruits of all kinds, including grapes, nuts, and berries; vegetables; nursery, floral, ornamental, and greenhouse products; or lands devoted to a soil conservation or forestry management program. *(Source: General Plan)*

Agritourism means visitor-oriented destinations and experience which are centered on an agricultural theme. The act of visiting a working farm or any agricultural, horticultural, or agribusiness operation for the purpose of enjoyment, education, or active involvement in the activities of the farm or operation. *(Source: General Plan)*

Beginning Farmers and Ranchers is an individual or entity who has not operated a farm or ranch, or who has operated a farm or ranch for not more than 10 consecutive years. *(Source: USDA.gov)*

Conservation is the careful preservation and protection of something. This plan focuses on the conservation of agriculture and natural resources. *(Source: Merriam-Webster Dictionary)*

Conservation Credits are a unit of exchange, such as payments or tax reductions, for voluntary mitigation performed under an agreement through the implementation of actions that conserve natural resources in some way. There are many different organizations and programs that provide conservations credits for various types of conservation related activities. *(Source: https://www.lawinsider.com)*

Crop a plant or plant product that can be grown and harvested extensively for profit or subsistence. *(Source: Merriam-Webster Dictionary)*

Ecosystem services are the direct and indirect contributions of ecosystems to human well-being and have an impact on the survival and quality of life. *(Source: https://biodiversity.europa.eu)*

Producer is an owner and/or operator of land that is engaged in agriculture, forestry, or livestock production. *(Source: USDA.gov)*

Traditional Ecological Knowledge is a cumulative body of knowledge and beliefs, handed down through generations by cultural transmission, about the relationship of living beings (including humans) with one another and with their environment. *(Source: BIA.gov)*

Working lands are the rangelands, ranches, farms, and forestlands used to support livelihoods from the production of food and fiber. (*Source: NRCS.gov*)

30 X 30 is an executive order issued by Governor Newsome that establishes a state goal of conserving 30% of California's lands and coastal waters by 2030. The federal version is called "Conserving and Restoring America the Beautiful" and was issued via an Executive Order by President Biden. (Source: https://www.californianature.ca.gov/)

PURPOSE STATEMENT

+ Creation of this plan is key to implementation of Specific General Plan task, while reinforcing established County policies for the protection and longevity of the County's long cherished Ag lands and achieving the State's Greenhouse Gas(GHG) reduction and climate goals

+ Affirm through technical analysis, that Mariposa County's existing land use policies and programs that protect agricultural and working lands are adequate to meet state climate adaptation and Green House Gas mandates through the utilization of data from the TerraCount tool and AWLCP Ecosystem Services Assessment.

INTRODUCTION

The ***Mariposa County Agricultural and Working Lands Conservation Plan*** is the result of a community-oriented effort to protect working lands as a long-term cultural, social, and economic resource.

Funds for the AWLCP were awarded to Mariposa County through the California Strategic Growth Council's competitive grant program called Sustainable Agricultural Lands Conservation Program (SALC) in collaboration with the Department of Conservation. SALC supports California's greenhouse gas (GHG) emission reduction goals by making strategic investments to protect agricultural lands from conversion to more GHG-intensive uses. The program also exists to protect critical agricultural lands from conversion to urban or rural residential development, promote smart growth within existing

jurisdictions, ensure open space remains available, and support healthy agricultural and tribal food systems.

The AWLCP highlights the importance of agriculture to the community by analyzing the economic contributions, ecosystem services, and cultural impact of Mariposa's agricultural and working lands. The studies that arose from this project proved the importance of protecting agriculture and working lands so that they are able to continue protecting and providing for the community and open spaces. The final product is a cohesive agricultural conservation plan that reinforces the County's current policies and emphasizes the value of agricultural and working lands to the local economy and community fabric. The effort was led by multiple stakeholders, including landowners, ranchers, and farmers, representatives of local government agencies, conservation partners, representatives of community-based organizations, and the Southern Sierra Miwuk Nation (SSMN).

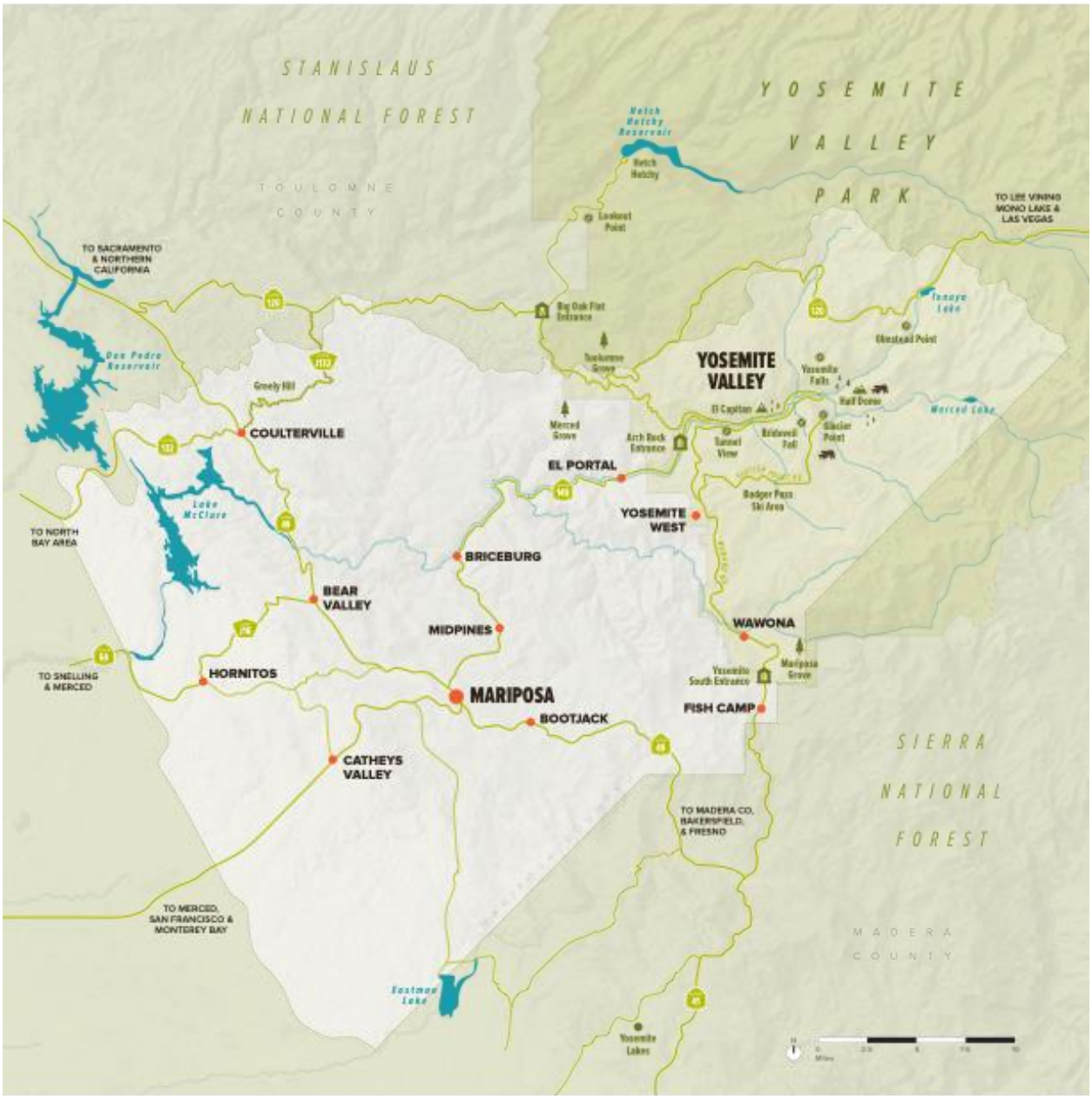
The recommendations in the AWLCP center on preserving and protecting Mariposa's agricultural sector, while showcasing and memorializing the conservation and agricultural values. The Plan also examines State climate mandates, including 30x30 goals and climate adaptation planning requirements. Since these state requirements will need to be reflected in the County's General Plan Update in 2026, the AWLCP serves as a road map to meet these mandates at the local level while preserving the rural community values. At its core, this Plan establishes the importance of protecting agriculture and working lands for the benefit of the climate and future generations of Mariposans.

The final product is a cohesive agricultural conservation plan that reinforces the county's current policies and emphasizes the value of agricultural and working lands to the local economy and community fabric.

DISACLIAMER: This is not a regulatory document. This Agricultural and Working Lands Conservation Plan is a collection of suggestions and recommendations based off community input and research. It is ultimately up to the community's elected and appointed officials, which recommendations will be implemented and when and how they will be implemented.

CHAPTER 1

BACKGROUND & CONTEXT



MARIPOSA COUNTY OCCUPIES 1,463 SQUARE MILES, OR APPROXIMATELY 927,000 ACRES, OF THE SIERRA NEVADA FOOTHILLS ON LAND TRADITIONALLY OCCUPIED BY THE ANCESTORS OF THE SOUTHERN SIERRA MIWUK NATION

1.1 THE LAND

Mariposa County encompasses over 1,400 square miles of the western Sierra Nevada foothills and is traditionally and currently inhabited by Southern Sierra Miwuk people. The ecosystems in the County range from blue oak woodlands, foothill chaparral, coniferous forests to expanses of alpine rock in the high country. Mariposa County contains the western portion of Yosemite National Park and occupies the southern tip of the Mother Lode region (California's "Gold Rush Belt").

Most of the County's population lives within the low elevation foothills and valleys of the Sierra Nevada west slope. The unincorporated Town of Mariposa, with approximately 1,500 people, is the County seat and largest town in the County. It is situated along Mariposa Creek which flows into the San Joaquin Valley. Hornitos and Catheys Valley, located in the western portion of the County, are two communities with large expanses of historic ranchland and boast rich ranching traditions that remain active today. Communities like Midpines, Greeley Hill, and Jerseydale are located in the more forested areas of the County and have an extensive history of forestry.

The western edge of the County, characterized by blue oak woodland and rolling hills blending into the San Joaquin Valley, is sparsely populated grazing land. Conversely, the eastern portion of the County is part of the famed High Sierra region, with towering mountains, recreational and tourist sights, and diverse habitat. Agricultural land makes up over 60% of the total private land area of the County. Almost all of the County's agricultural land is in grazing (over 402,000 acres of public and private land), with less than one percent farmland.[1] The County has seen little change in the amount of land dedicated to agriculture over the last four decades, with less than a two percent loss of grazing land and less than a five percent loss of its farmland from 1984 to 2018.[2]

1.2 AGRICULTURAL AND WORKING LANDS IN THE COMMUNITY

TRADITIONAL BASKETRY BY THE INDIGENOUS PEOPLE INCLUDES WEAVING CAREFULLY COLLECTED NATIVE PLANTS.

History of Cultivation and Farming

The indigenous people who call present-day Mariposa County their home were the first stewards of the land, water, air, and natural resources. They played an important role within local ecosystems and their traditional lifeways established reciprocal relationships that allowed both land and people to thrive. Traditional gathering and agricultural practices of the native people were very complex, having been developed over thousands of years of observation and experimentation, and were based on the seasonal needs of the tribe. Trade among the indigenous groups included Pinon Pine nuts, obsidian, Black Oak acorns, Indian hemp, Soap root, seashells, salmon, and medicinal materials. Traditional basketry by the indigenous people employed methods of weaving with carefully cultivated willow, redbud, bracken fern root, bunch grass and other

[1] CA Department of Conservation, Farmland Mapping and Monitoring Program (FMMP)
[2] County of Mariposa General Plan – Volume I; Chapter 1, Section 7

native plants. Today, the Southern Sierra Miwuk Nation's (SSMN) Cultural Preservation Department acts to ensure the preservation and protection of the Tribe's cultural resources and heritage while their Land Stewardship Department seeks to revitalize local Traditional Ecological Knowledge (TEK) and reassert their people's role as ecological stewards. The SSMN is an active partner in the local community and frequently collaborates with the County and local organizations to promote a resilient landscape and community.

Since the mid-1850s, when Europeans entered Mariposa County, farming has mostly consisted of subsistence farming or dry-farming for wheat and grains with relatively few row crop operations due largely to the difficulty in irrigating the tillable land in the County, which is located in the western region of the County and has few reliable water sources, especially in the summer. This is why most agriculture in the County has historically been stock-raising. The frost-prone climate makes it difficult to grow stone fruits, such as almonds, except in areas closest to the prime farmland of the San Joaquin Valley. Despite this, new technology is making it easier to farm vegetables, fruits, and herbs on less land and with less water, bringing opportunities for larger-scale farming to higher elevations and dryer locations.

History of Mining

In January 1848, gold was first discovered at Sutter's Mill, and thus began the famous California Gold Rush. Within the same year, prospectors struck gold in what would become Mariposa County. The first recorded mining activity occurred along Agua Fria and Mariposa Creeks in 1849, and those areas were thoroughly mined out by 1850. Following the dismantling of the Las Mariposas land grant, much of Mariposa County was divided into large tracts of land with relatively few owners which limited the mining activity. The Hornitos district was likely the most productive mining district in the Sierra Nevada west gold belt with mining peaking in this district from the 1860s to the 1890s. Similarly, the Kinsey district was productive during the same time period in the Sierra Nevada east gold belt. Quartz mining was common in the Coulterville District, but that had largely ended by the late 1890s. The Clearinghouse, Kinsey, Mormon Bar, and Hunter Valley districts were also producing heavily during these periods. The accessibility of mineral veins soon outpaced the technology that was available, and by 1895, there were only a handful of mines still in operation, such as Hites Mines and the Washington Mine.

TURN OF THE CENTURY DOWNTOWN MARIPOSA, (N.D.)

The local mining industry experienced another boom period following the initial rush: 1895-1930s. It was estimated that close to 2,000 people were living in the Merced River Canyon in mining camps like Hites Cove, Clearinghouse, and Bagby during the 1920s. The Mt. Bullion, Bagby, and Clearinghouse districts were also particularly productive during this time. Many mines that were reopened during the 1930s as a response to the Great Depression began closing shortly thereafter as veins were played out, and World War II neared. The gold

rush was officially ended with a federal mandate in 1942 which called for all gold mines to cease operation so that the labor and machines could be rededicated to the war effort. The Mt. Gains mine was one of the few that remained in full operation up until World War II, and mining in Mariposa never recovered to its pre-war days. Currently, Mariposa has 470 active mining claims. The most common minerals being mined are gold, copper, silver, and lead. The Kinsley-Greeley District have the most active claims.[3]

History of Ranching

Before European immigrants moved into California, the main agricultural activity in the State followed the Spanish traditions of sheep herding, and Mariposa was no different. This changed in the 1870s when the focus turned from raising sheep for mutton to raising cattle, specifically for hide and tallow. A tannery in Carson, which was an old gold mining town located along Carson Creek, operated in the second half of the 19th century, processing the hides produced in Mariposa County. The historic ranching and mining community of Catheys Valley was founded in 1852 and was named after Andrew Cathey, a settler from North Carolina. Cattle and crops were considered gold to Cathey and other ranchers in the area who often hired Chinese people for labor to clear land and build stone fences, some still visible today. Ranchers from Hunters Valley, Catheys Valley, Hornitos, and Coulterville also supplied high quality beef, butter, and fresh milk to the gold miners. Since the mid-1850s, the most common livestock in the County has been cattle, but there have also always been productive sheep, hog, and poultry operations that sell stock as well as products, such as eggs and wool.

As the gold rush waned and miners stopped flooding into the County, mining operations shifted to stock-raising. Due to the heat and lack of water in the foothills in the summers, ranchers would drive their cattle through places like the Merced River Canyon to higher elevations for summer foraging. In 1905, free ranging of livestock in national forests ended and local ranchers had to obtain lease allotments for their livestock to graze on national forest land. These legendary drives would take days to weeks and were an essential part of ranching in the Sierras. By the 1950s, most ranchers were opting to move cattle using trucks. However, changing attitudes towards the environment and an increase in recreation in the national forests led to the more restrictions on allotments in the 1990s, such as reduction of the number of cattle, specifying a minimum grass height in meadows, setting dates for beginning and ending grazing seasons, providing water and salt licks away from running water, and fencing off environmentally sensitive areas. Today, there are few active grazing allotments in Sierra and Stanislaus

SINCE THE 1850'S, THE MOST COMMON LIVESTOCK IN THE COUNTY HAS BEEN CATTLE

[3] https://thediggings.com/usa/california/mariposa-ca043/mining-districts

National Forests and on Bureau of Land Management lands in Mariposa County compared to fifty years ago, and it is difficult to obtain one. Despite changes in the ranching industry over the decades, it has remained a strong part of the local economy since the 1800s.

History of Forestry

As the first gold rush began to wane, the lumber industry rose to take its place as the economic powerhouse. The expanses of large, old growth Ponderosa Pine and Sugar Pine made for excellent lumber. The first sawmill in Mariposa County was built in the town of Mariposa in 1852 on the west side of Mariposa Creek, and it was powered by an overshot water wheel. In 1853, this mill was moved to the head of Sherlock Creek where it remained until 1855. In the following decades, dozens of mills popped up throughout the County. At this time, logging was performed with oxen and log wagons, and the lumber was sold to miners and settlers in and near Mariposa. The mill by the old Acorn Inn, owned by D.C. Clark, was the first recorded steam-powered mill in the County and is reported to have supplied the lumber for the Mariposa Court house. Much of Yosemite and Wawona's historic buildings were constructed with lumber harvested and milled in Wawona.

During the late 1800s and very early 1900s, logging was almost exclusively clearcut. A mill would be established along a creek, almost every tree on the surrounding acres would be logged which would be anywhere between less than 100 acres to over 2,500 acres. The most productive mills were producing over 30,000,000 feet of lumber. In Merced Falls, the most advanced mill in the area at that time. was harvesting Sugar Pine trees from Yosemite Valley and transporting them via the Yosemite Valley Railroad. Using this process, most mills were only able to operate in one area for 2 to 5 years on average. This began to slowly change in 1912 when the first select cutting operation was established. The mill at Chilnualna Creek operated for 13 years and supplied the lumber to build and operate Curry Village. From the first mill in 1852 to 1940, 522,002,701

AS THE FIRST GOLD RUSH BEGAN TO WANE, THE LUMBER INDUSTRY ROSE TO TAKE ITS PLACE AS THE ECONOMIC POWERHOUSE

feet of lumber was cut, and 25,250 acres were logged. By 1942, conservation of Yosemite had become a priority and the stands that were available had been depleted so the Old Yosemite Valley Railroad made its final trip that year.

Post-World War II, lumber production in the Sierra Nevada saw a resurgence and peaked in the late 1950s thanks to new technology such as tractors that were becoming more widespread. Since the 1950s, however, the lumber industry has been generally declining. The decline in production is likely due to changing attitudes towards logging as environmental pressures increased and a decrease in the number and size of trees in the area, as 20% of the Sierra Nevada region had been clearcut at least once. In 1973, the California Forest Practice Act was passed which required commercial operations to prepare a timber harvesting plan in an effort to promote the regeneration of forests, protect old growth timber, and control wildfires. This piece of legislation has been identified as a reason for overstocked forests, which leads to increased occurrences and severity of wildfires and pest proliferation. Intense wildfires and widespread beetle kill have dealt another blow to local logging in the past few decades resulting in over 110 million dead trees since 2014. The three largest wildfires in Mariposa in the last seven years, the Detwiler (2017), Ferguson (2018), and Oak (2022) Fires, burned a cumulative 193,229 acres.

1.3 THE VALUE OF AGRICULTURAL AND WORKING LANDS

Economic Value

This Plan aims to amplify and provide a long-range conservation vision for the ongoing critical cultural, social, and economic contributions of the County's agricultural and working lands. As of 2022, the County's leading agricultural commodity was cattle and calves, and the agricultural production gross value was over $28.3 million with 72% (or $20 million) in cattle and calves. Almost all of the County's agricultural land is in grazing (over 402,000 acres), with less than one percent in farmland.[5] Cattle ranching currently anchors Mariposa County's agricultural economic activity and is the County's number two economic driver behind tourism.

In addition to the gross value of livestock and crops produced in the County, agriculture also benefits the local economy by bringing with it many more businesses and jobs that are necessary to support agricultural and working lands. This includes feed stores, fencing businesses, ranch hands, farriers, and large animal vets to name a few.

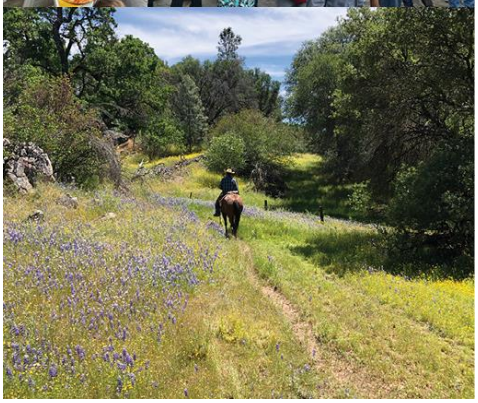
Tourism is the number one industry in Mariposa, and the main draw of visitors to Mariposa is Yosemite. However, for many visitors there are other, quicker ways to enter Yosemite that do not go through Mariposa County. Despite the quicker routes, Mariposa is consistently chosen as a preferred route because of its beauty. This is due to the rangelands that have protected the open space on the western portion of the County. This leads visitors to the County and helps support the tourism side of the economy.

Cattle ranching currently anchors Mariposa County's agricultural economic activity and is the County's number two economic driver behind tourism.

Environmental Value

Not only do working lands provide food and working lands jobs, they also provide foundational environmental, cultural, and social benefits. Together these benefits are called "ecosystem services" or "natural capital", and they are quantified in the *Ecosystem Services Assessment* (see Appendix B). These services or benefits include clean water supply, filtration, and storage, moderation of flood risk, air quality, and carbon sequestration – all services that can reduce public costs for water supplies, stormwater management and water treatment, and the impacts of environmental hazards. Each of these services is fundamental to the region's identity, health, safety, quality of life, and economy. ***Currently, the "natural capital" of Mariposa's natural and working lands is estimated to be over $7.8 billion, annually.***

Another way to understand the value of the working lands is to calculate the "social value" which is different from the value of ecosystem services. Social value could also be called the "preserved value" because it calculates the benefits the County receives by not developing the land or changing it from the current land use. The Ecosystem Services Assessment, which utilized the TerraCount Tool developed under a separate Department of Conservation grant, revealed that the grasslands, which included rangelands, has a combined ecosystem services value and a social value equal to over $2.5 billion, and the public and private forests have a value of over $13.5 billion. Considering all land types, the total economic value of ecosystem services that Mariposa County's working lands provide, including their social value, is estimated at $19.5 billion per year.



TOP AND CENTER: MARIPOSA COUNTY FAIR, BOTTOM: IMPORTANT TO THE LOCAL LIFESTYLE IS EQUESTRIANISM.

> **The total economic value of ecosystem services that Mariposa County's working lands provide, including their social value, is estimated at $19.5 billion per year.**

Community Value

The cultural value of agriculture and working lands in Mariposa County cannot be overstated. If natural resource abundance is the foundation of the identity, agriculture is a cornerstone. This identity is rooted in the community's western heritage and is evident in almost all aspects of life. To this day, the largest community gathering in the County, outside of Yosemite, is the annual Mariposa County Fair where the major focus remains agriculture. This event is important for youth engagement, educating the community, and promoting Mariposa as an agriculture county to outside visitors. Many other counties have either stopped having fairs due to loss of state funds or no longer feature agriculture as prominently at their fairs. The annual Butterfly Festival

is another popular festival in Mariposa, and it promotes providing for and protecting pollinators, which are significant contributors to agriculture.

In addition to being at the center of community festivals, agriculture is also to thank for preserving this area's rural landscapes and lifestyle. As stated in the General Plan Issue of Importance 2.3.04 Caring for the Land, "the County's character and economy fundamentally depend on the land." By having so much of the private lands set aside for agriculture use, this has preserved the open space that so many locals and visitors cherish. Also, important to the local lifestyle is equestrianism, which never left thanks to the use of horses in ranching and the open spaces which provide places to keep and ride horses.

Carbon Value

The Ecosystem Services Assessment quantifies the amount of carbon that is stored per acre of land type, such as grasslands, forests, and cultivated crops, to better understand the costs and benefits of agricultural and working lands for greenhouse gas reduction. According to the data provided by the TerraCount Tool, the County's rangelands provide over 26 million tons of carbon storage. This is a significant reason for why Mariposa County should avoid converting agricultural lands and open spaces where possible and highlights the benefits working lands provide as carbon sinks.

> **Maintenance of forest and rangeland as working lands by preventing their urbanization maintains sequestered carbon, supports the economic fabric of rural communities, and results in a number of environmental co-benefits.**
>
> ***Mariposa County TerraCount Final Report***

This is significant when considering state goals regarding GHG emissions and land conservation. In 2016, Assembly Bill 1386 established that protecting and managing natural and working lands is key to meeting California's climate change goals. It also directed all state agencies to consider the conservation of natural and working lands when assessing ways to meet the state's GHG targets. In October 2020, Executive Order N-82-20 called for expansion of nature-based solutions in State Agency policies and programs. In response to AB 1386 and EO N-82-20, the California Natural Resources Agency created a Natural and Working Lands Climate Smart Strategy in 2022. This Strategy offers climate-based solution on croplands such as protecting at-risk agricultural lands through conservation easements, Williamson Act contracts, agricultural exclusive land use zoning and scaling up soil health practices.

1.4 THE CHALLENGES TO AGRICULTURE

Agricultural businesses, especially ranching, operate on small profit margins, and therefore, their viability is vulnerable to shifts in pricing, the impacts of regulation, and the cost of operation. In the last

few years, producer landowners have indeed faced an increased tax burden, rising insurance costs, and inflated input costs (i.e. fuel and medication) that keep new producers from entering the industry. There are also increased regulations from the state and federal levels that have made agriculture more difficult to manage for various reasons. Due to these operational challenges keeping potential farmers, ranchers, and landowners from entering the industry, Mariposa County is facing issues with succession of operations and building a workforce for agriculture. Another contributing factor is the lack of affordable housing, forcing young people to move out of the area who may have otherwise remained.

The chief environmental challenges in Mariposa are the threat of wildfires, more severe storms, hotter and drier summers, increase in invasive pests, weeds, and diseases, and reduced water supply. These challenges are projected to increase in the coming years, so it is important for local producers and landowners to be prepared to face these threats today and in the future. Major droughts in 2011-2017 and 2020-2022 have directly led to decreases in agricultural production, particularly impacting cattle and calf operations, which saw a 20% decrease in 2022 from 2021.

Finally, although forestry used to be a major sector of the agricultural economy in Mariposa, it has decreased significantly in the past decades. This is due to many reasons, including changes in regulations from the United States Forest Service that have made it more difficult to harvest timber from Forest Service lands as the focus for many National Forests has shifted to managing the land for recreation, wildlife, and wilderness. Wildfires have also impacted forestry because large, hot wildfires destroy timber stands almost entirely and delay the recovery of forests for years. These extreme wildfires are only becoming more common in Sierra Nevada. Another reason the forestry industry in Mariposa has struggled in recent decades is the lack of proximate timber processing facilities as there are very few active mills in Sierra Nevada.

> **“A key strategy to preserving the County’s working landscape is to nurture the agricultural sector. By maintaining viable agricultural businesses, the County will retain the working landscape.”**
>
> ***Mariposa County General Plan***

CHAPTER 2

PLAN DEVELOPMENT & IMPLEMENTATION

The AWLCP sets out a series of recommendations to strengthen the working lands economy and to preserve Mariposa's agricultural identity through conservation, land use planning tools and policies, financial incentives, and enhanced partnerships among farmers, ranchers, and members of the general public.

2.1 RECOMMENDATIONS

The three recommendation categories suggest and describe programs and projects that range from short-term initiatives to bold, long-term efforts (refer to Chapter 3). It is anticipated that when this Plan is adopted, it positions the County and community partners to seek funding for its implementation. The focus categories and main objectives are summarized below:

Category #1: Support

The recommendations in this category *support* currently successful programs and policies that should be maintained or, if possible, enhanced. The programs and policies highlighted in this category have been identified as important to preserving agricultural and working lands in Mariposa.

Category #2: Build

The recommendations in this category *build* on existing programs that could be improved or expanded upon. These programs and organizations have been identified by the community as important to agriculture but may not be reaching their full potential.

Category #3: Develop

This category discusses recommendations that focus on *developing* programs, policies, and resources that have the potential to contribute positively to Mariposa's agricultural and working lands. These recommendations have been identified through conversations with the community and research into successful programs and projects in similar communities.

> **"Agriculture is deeply woven into the cultural fabric of the community and contributes in multiple ways to the economic development of the County. I think it should be expanded upon in terms of outreach and promotion!"**
>
> ***Survey respondent, Fall 2022***

2.2 IMPLEMENTING THE PLAN

This Plan recommends a suite of interrelated projects and programs to address the most pressing challenges facing working lands in Mariposa County. The prioritization of the implementation schedule will ultimately be decided on by the Agricultural Advisory Committee in conjunction with the Planning Department, who are tasked with implementing the General Plan and managing community projects. Since the AWLCP implements aspects of the General Plan and other Plans and recommends community projects, this work falls within the workflow of planning staff.

While the implementation of most of the recommendations will be led, or at the very least initiated, by the County, moving forward it is essential that greater communication and collaboration is established between the implementing partners and community stakeholders. The partners who could undertake this work include farmers, ranchers, agricultural organizations, landowners, community advocacy groups, agencies, government bodies, tribal representatives, and conservation organizations.

2.3 PLAN DEVELOPMENT PROCESS

Development of this Plan included assessing ecosystem service values, engaging local stakeholders, examining the existing County land use policies and agricultural protection policies, evaluating best practices and successful models of agricultural preservation, and seeking guidance from experts around California.

MANY PEOPLE IN OUR COMMUNITY ARE DIRECTLY, OR INDIRECTLY CONNECTED TO WORKING LANDS AND COME FROM FAMILIES THAT HAVE BEEN CONNECTED FOR A FEW GENERATIONS. – SURVEY RESPONDENT, FALL 2022

The methodology used to develop the recommendations is described below.

Community and Stakeholder Engagement

The development of this Plan was supported by a **Core Team** composed of a group of local and regional experts that assisted in identifying relevant stakeholders, synthesizing data, and evaluating models and policies (refer to Appendix D for *Stakeholder Lists and the Outreach and Engagement Plan Draft*). The Core Team consisted of representatives from the Future Farmers of America, UC Cooperative Extension, Mariposa County Resource Conservation District, Sierra Foothill Conservancy, Mariposa County Planning, Economic Development, and Agriculture Commissioner's Departments, and the Mariposa Arts Council.

The first draft was reviewed and approved by the Core Team in the first half of 2023. The second draft was completed in July 2023. Throughout Fall 2023, community feedback was collected on the second draft through an online survey, tabling at events, four community workshops, and presentations and discussions at community meetings with groups such as the Mariposa County Farm Bureau, the

Southern Sierra Miwuk Nation Tribal Council, Agricultural Advisory Committee, and Planning Commission.

There were also multiple one-on-one conversations with community members and stakeholders. Members of the community were encouraged to view the draft online and submit comments to the Planning Department. In addition, representatives from the Southern Sierra Miwuk Nation provided feedback, and the Mariposa County Farm Bureau provided feedback including a comment letter to the County after review of the second draft of the Plan.

Throughout the development of the AWLCP, one-on-one interviews and small virtual meetings were conducted to solicit knowledge, insights, and input from key stakeholders to inform the strategies, actions, and partnerships needed to support the community's agricultural and working lands conservation vision.

Existing Mariposa County Agricultural Preservation Policies and Programs

A variety of interrelated land use policies, private landowner actions, and economic forces have shaped existing land use patterns and the economic environment within Mariposa County over decades. This section briefly summarizes the existing policy framework that was evaluated in the *Mariposa County General Plan*, the *General Plan Implementation Strategic Work Plan,* and other key County policies and documents to help frame the development of the additional agricultural land preservation policies, programs and policy recommendations that are included in Chapter 3.

BOTH THE COUNTY'S CHARACTER AND ECONOMY FUNDAMENTALLY DEPEND ON THE LAND—AIR, WATER, SOIL, AND PHYSICAL AND ECOLOGICAL PROCESSES THAT TOGETHER SUSTAIN THE COUNTY'S HUMAN, PLANT, AND ANIMAL COMMUNITIES. — COUNTY GENERAL PLAN

In its guiding principles, the **Mariposa County General Plan**, adopted in 2006, demonstrates a commitment to agriculture—"The Protection of Agriculture is Critical for the County's Future" and further states that "Strong policies are established in the General Plan to protect and preserve

agriculture for Mariposa County's future. Agriculture contributes to the County's economic and social sustainability and is a major aspect of the County's rural character." The General Plan also commits the County to "Caring for the Land" by stating "Both the County's character and economy fundamentally depend on the land—air, water, soil, and physical and ecological processes that together sustain the County's human, plant, and animal communities. Therefore, land stewardship is the basis of conservation and development. Accepted practices of stewardship vary among using the land in different ways. Whether these are agriculture uses, timber harvesting, mining, wildlife habitat protection, or recreation use, stewardship is the watchword for land use and protection."

> **"Strong policies are established in the General Plan to protect and preserve agriculture for Mariposa County's future. Agriculture contributes to the County's economic and social sustainability and is a major aspect of the County's rural character."**
>
> ***Mariposa County General Plan***

The **General Plan Land Use Element** has five primary land use classifications: Residential, Agricultural/Working Landscape, Natural Resources, Planning Study Areas, and Rural Economic. The Agriculture/Working Landscape classification incorporates both the County's traditional ranch lands and its timberlands at the mid-elevations of the County west of Yosemite National Park. Additionally, there are scattered agricultural holdings and ranches within the Residential land use classification. The County's **Zoning Code** maintains Agricultural Exclusive Zones (AEZ) that limit the density to 160 acres per two single family residences, and with minimum lot sizes of 160 acres. Agritourism and agri-nature tourism are subject to the same development standards and regulations for the AEZ but with special development and performance standards.

The **General Plan Agricultural Element** presents a suite of goals, policies, and implementation measures to preserve agricultural lands, maximize its economic viability, minimize conflicts between agricultural and urban land uses, and to advance resource stewardship implementation.

The **General Plan Strategic Implementation Work Plan** further supports implementation of key policies with prioritized, actionable tasks. Important tasks to highlight include 1) a zoning ordinance update to "*Clearly define uses compatible with agriculture and accommodate agritourism uses through changes to Agriculture and other zone districts*"; 2) the development of an Agricultural Best Practices Program that provides information on funding sources and market support for agricultural business owners; and 3) the development of a Greenhouse Gas Reduction program that, among other priorities, considers both the emissions impacts and the sequestration benefits of forests and agriculture.

In addition to its General Plan policies and Zoning Code, the County has a long history of preservation of its agricultural lands. Mariposa County was one of the first in California to adopt a **Right to Agricultural Activity** ordinance which seeks to protect agricultural operations from nuisance complaints, thus enabling ranchers to maintain their economic and cultural viability of their operations. Since 1977, the County has administered the **Williamson Act Program** (California Land Conservation Act of 1965, "LCA")

which protects agricultural land by providing tax incentives to property owners who agree to keep their land in commercial agricultural production. Approximately 47% of privately owned land in the County—primarily in the western region—is contracted under the LCA program. The contracts are voluntary agreements for a 20-year period, intended to preserve agricultural land and discourage its conversion to non-agricultural uses. In Mariposa County, the predominant use of LCA lands is grazing for livestock cattle ranching operations. As of 2023, the County has 673 parcels restricted by a Williamson Act contract, totaling 164,414 acres.

LEFT: FUTURE FARMERS OF AMERICA AT MARIPOSA COUNTY FAIR, RIGHT: THE AHUMITI ("BEAR") MURAL WAS DEVELOPED AS PART OF THE IMPLEMENTATION OF THE CREATIVE PLACEMAKING STRATEGY AND CREEK PARKWAY MASTER PLAN

The ***Mariposa Economic Vitality Strategy*** (2017) provides action steps to *"Expand and promote the agriculture and agri-tourism sectors*" such as exploring opportunities to host events and festivals investigating agritourism best practices, adopting a farm-to-fork program (or similar), and developing an agritourism marketing campaign. The Strategy also promotes the growth of value-added processing and the packaging and distribution of locally grown agricultural products as a part of a food and beverage cluster.

Mariposa County's Creative Placemaking Strategy *(*2021*)* recommended art and agricultural programming that leverages design and visual/ media/performing arts to explore the many historic and contemporary stories related to agriculture in Mariposa.

Recreation and Resiliency Master Plan (2021) advances the implementation of a variety of community objectives, especially those related to public health, economic development, creative placemaking, landscape restoration, and climate change adaptation. In the goals and strategies for natural systems, the Plan identifies a goal to "*Support the continuation of Mariposa's long history of working lands*" with related strategies to promote economic viability of working agricultural lands, build educational opportunities focusing on history and local food systems, prioritize agricultural land conservation, and increase soil health. One key aspiration of the Master Plan is "*Our Parks, Open Spaces, and working lands will be capable of responding to dynamic shocks and stressors. We aim to provide high-functioning balanced ecosystems*."

Other Relevant Efforts in Mariposa County

The development of this Plan considered other significant efforts to preserve and protect Mariposa County agricultural and working lands and their economic viability.

The **Sierra Foothill Conservancy**, the **California Rangeland Trust**, and the **Sierra Nevada Conservancy** are the primary organizations that assist willing landowners in establishing land conservation easements which are a great tool for conserving and protecting agricultural lands.

The local chapter of the **Farm Bureau** consists of ranchers that are leading the effort towards protecting, enhancing, and promoting agriculture regionally. **Future Farmers of America and 4H** both have a very strong presence in Mariposa County and is the source for much of the youth education and participation in agriculture. When it comes to protecting traditions that are important to Mariposa's identity, the **Friends of the Fairgrounds Foundation's** mission is to promote agriculture education and preserve the western heritage of the community and landscape.

The **Department of Agriculture & Weights and Measures** serves a very important role in supporting agriculture in Mariposa County. This department issues permits and operator IDs, creates the Annual Crop Report, maintains the organic program, certifies farmers markets, and manages pest and noxious weeds.

> **"We are a rural County with all of those rural values and traditions, particularly those of community. Ranching and farming are woven into the fabric of Mariposa's identity, now and in the future".**
>
> ***Survey respondent, Fall 2022***

CHAPTER 3

RECOMMENDATIONS

CATEGORY #1: SUPPORT

These recommendations ***support*** existing successful programs and policies that should be maintained or, where possible, enhanced. These programs and policies have been specifically highlighted as they continue to serve as important to preserving agricultural and working lands in Mariposa.

1A: Continue Protecting Agriculture in Mariposa County by Maintaining or Strengthening the Agriculture and Land Use Elements in the General Plan

The County's early history in enacting one of the State's first "right to agricultural activities" ordinances, its commitment to upholding and funding the Williamson Act program, and a General Plan that elevates agriculture as an essential element to Mariposa County's identity have collectively contributed greatly to protecting agriculture as not only an economic driver but a long-standing way of life. Since 1981, "Agricultural, Forest, Water, and Mineral Resources" have been identified in Chapter 2 as an Issue of Importance to the community, and that is not expected to change. In Chapter 3, Guiding Principle of the Board of Supervisors 3.2.09 states "The Protection of Agriculture is Critical for the County's Future". The following Goals from the General Plan's Agricultural, Land Use, and Conservation and Open Space Elements have been identified as important to protecting agricultural and working lands:

+ **Land Use Element**
    - Goal 5–2: Create land use density and development patterns to manage growth in patterns avoiding sprawl.
    - Goal 5–5: Designate land areas to maintain the County's agricultural/working landscape.
    - Goal 5-9: Maintain rural densities for residential development outside planning areas.

+ **Agriculture Element**
    - Goal 10-2: Avoid loss of agriculture lands in the Agriculture/Working Landscape land use classification to maintain rural character.
    - Goal 10-3: Preserve agricultural economic viability to the greatest extent possible.
    - Goal 10-5: Encourage the expansion of the agricultural economy.
    - Goal 10-6: Preserve agriculture lands to maintain County character.

+ **Conservation and Open Space Element**
    - Goal 11-1: Conserve the natural and scenic resources, and open space lands to protect and enhance the County's quality of life and character ensuring a viable economy.

- Goal 11-4: Conserve and enhance the ecosystems, plant communities, wildlife habitats, and the inherent diversity of both plant and animal species for the recreational, commercial, aesthetic, and basic ecosystems needs.

The General Plan Chapter 2, General Plan Administration, Section 4.2.03 "The 20-Year Rewrite" provides guidance for the upcoming 2026 General Plan Re-Write, commonly referred to as the General Plan Update. This Plan recommends that for the 2026 General Plan Update that these Goals or similar goals be included. In addition, it is recommended that the Agricultural Advisory Committee assist with updating the Agriculture, Land Use, and Open Space and Conservation Elements and exploring possible opportunities to achieve these Goals. This is supported by data from the TerraCount Tool, which calculates carbon emissions and storage based on land use. This data proves that agriculture and working lands act as a carbon sink, so maintaining the protection of those lands into the future is important for the resilience of the County. By protecting these lands, it will assist the County in meeting state mandates for GHG reduction strategy and climate adaptation mandates in the General Plan. To be clear, this plan is not mandating any specific goals or language be included in the General Plan Update in 2026. It is merely making recommendations based on community feedback received when creating this Plan. The final contents of the General Plan will be decided on through the public process by the Board of Supervisors at the time of adoption.

1A: Continue Protecting Agriculture in Mariposa County by Maintaining or Strengthening the Agriculture and Land Use Elements in the General Plan

RECOMMENDATION	SUGGESTED PARTNERS	ACTIONS	TIMELINE
The Goals listed above, or similar, be included in the General Plan Update	Planning Department; Agricultural Advisory Committee	Agricultural Advisory Committee assist with updating the General Plan to retain aspects key to the protection of agriculture	Complete by late 2026

This recommendation implements:

General Plan Agriculture Element

+ Goal 10-1 – Policy 10-1b – Implementation Measure 10-1b(1)

1B: Continue Protecting Agriculture in Mariposa County by Maintaining the Strength of the Williamson Act Program

In Mariposa County, the Williamson Act (Land Conservation Act - LCA) is vital to preventing the conversion of agricultural and working lands to higher intensity non-agricultural uses, thus improving the future of local ranchers and producers and ensuring their operations remain economically viable. This County is one of the few remaining in the State that continues to renew 20-year contracts (also called “Farmland Security Zones” or “Super Williamson Act Contracts”) and allows the enrollment of new contracts. Mariposa County Board of Supervisors adopted Resolution No. 77-157 in October of 1977, implementing the California Land Conservation Act of 1965, with subsequent amendments by Resolution Nos. 78-8 and 95-350. A significant multi-year effort to update the Mariposa County Williamson Act program culminated in March of 2010, and resulted in the Mariposa County Board of Supervisors adopting Resolution No. 10-150 which approved the Mariposa County "Rules of Procedure to Implement the California Land Conservation Act of 1965". It also established new requirements which strengthened the Williamson Act Program in the County.

The continuation of Williamson Act contracts, specifically the option for 20-year contracts, has directly resulted in the ability of farms and ranches in Mariposa County to sustainably operate through many generations and land ownership changes. As a tool that stalls land conversion, the Williamson Act program is vital for maintaining the carbon sequestration capacity of our agricultural and working lands. It is clear that the Williamson Act program is one of the impactful policies when it comes to conservation of open space and working lands and the viability of agriculture. The County’s General Plan recommends various policies and implementation measures that “set a higher standard of review” for parcels in the Agriculture/Working Landscape land use classification and that are subject to the requirements of the County Williamson Act program. Due to the effectiveness of the General Plan and the County Williamson Act program in protecting agricultural lands this Plan recommends that the strength and integrity of the Williamson Act program be upheld via similar measures in the 2026 update of the General Plan.

Due to the importance of the Williamson Act program in Mariposa County, this plan also recommends local and regional organizations partner together to work towards developing a lobbying campaign to reinstate and secure State subvention funds for Williamson Act payments. Statewide partnerships are needed for this effort in order to influence state leaders to change policy. During the development of this Plan, potential stakeholders that were identified include the state and local representatives, Sierra Nevada Conservancy, California Cattleman’s Association, Mariposa County Farm Bureau, local Resource Conservation Districts, Rural County Representatives of California, American Farmland Trust, California Council of Land Trusts, California Rangeland Trust, and Sierra Foothill Conservancy, to name a few. This Plan also notes that when there is proposed state legislation that compromises the integrity of the Williamson Act program, such as incentivizing the termination of contracts, the Board of Supervisors should consider formally opposing that legislation.

1B: Continue Protecting Agriculture in Mariposa County by Maintaining the Strength of the Williamson Act Program

RECOMMENDATION	SUGGESTED PARTNERS	ACTIONS	TIMELINE
The strength and integrity of the Williamson Act be upheld in the General Plan Update	Planning Department; Agricultural Advisory Committee	Agricultural Advisory Committee explore opportunities to strengthen the goals, policies, and implementation measures from the current General Plan in regard to the Williamson Act Program when assisting with the General Plan update in 2026	Complete by late 2026
Advocate for the reinstatement of subvention funds	State and local representatives, Sierra Nevada Conservancy, California Cattleman's Association, Mariposa County Farm Bureau, local Resource Conservation Districts, Rural County Representatives of California, American Farmland Trust, California Council of Land Trusts, California Rangeland Trust, and Sierra Foothill Conservancy, Sierra Consortium, Sierra Business Council	Local and regional organizations work together to develop a campaign to reinstate State subvention funds for Williamson Act payments	Continue until policy is reinstated

These recommendations implement:

General Plan Agriculture Element

+ Goal 10-1 – Policy 10-1b – Implementation Measure 10-1b(1)

1C: Support Ongoing Analysis on the Economic Viability of Forestry and the Production of Forest Products in Mariposa

Forestry was once a profitable industry in Mariposa County. However, policy changes at the local, state, and federal level, along with prolonged drought and bark beetle infestations leading to mass tree mortality, have collectively resulted in a steady decline of the forestry industry. To better understand the future of the local forestry industry, this Plan recommends reviewing ongoing analysis of forestry in the Sierra's such as the Sierra Business Council's "Forest Fuels Reduction and Forest Restoration Workforce Infrastructure Review For The Central Sierra Region Of California"[4]. This Plan recommends to then consider conducting a market analysis for Mariposa County on the economic viability of logging and the production of forest products, including timber processing. The results of this supplemental analysis will help us understand what the future of forestry looks like in Mariposa and can give direction to the community as to what markets might be the most profitable and how this may or may not affect the General Plan Update.

1C: Support Ongoing Analysis on the Economic Viability of Forestry and the Production of Forest Products in Mariposa

RECOMMENDATION	SUGGESTED PARTNERS	ACTIONS	TIMELINE
Review and continue ongoing analysis of the local forestry industry	Planning Department; Agricultural Commissioner; Agricultural Advisory Committee	Upon completion the Sierra Business Council's "Forest Fuels Reduction and Forest Restoration Workforce Infrastructure Review For The Central Sierra Region Of California", conduct a a supplemental market analysis for forestry in Mariposa County	Complete 2 years after OPR study

This recommendation implements:

General Plan Strategic Implementation Work Plan

+ Task 4.3 Agricultural Best Practices

Economic Development Strategy

+ Obj 3.1 Retain and Expand Existing Businesses
+ Obj 4.1 Expand Local Entrepreneurship and New Business Formation
+ Obj 5.1 Protect and Enhance Mariposa County's Quality of Life and Heritage... Enhance Economic Prosperity Consistent with Local Culture and Aesthetics

[4] https://tssconsultants.com/wp-content/uploads/2023/09/SBC-CSSA-Workforce-Analysis-Report-Final-2023090185.pdf

1D: Support the FFA, 4-H, Fairgrounds, and Farmers Market as Opportunities for Engagement and Education for the Community

For years, Mariposa has had a number of organizations and events that have supported and promoted agricultural engagement and education for both current and future producers and landowners. Important organizations/events include:

+ The Future Farmers of America (FFA) plays a large role in preserving the local tradition of agriculture and are a source of pride for this community. This organization provides career training to its members. Students are given the opportunity to learn valuable skills in veterinary sciences, forestry, welding, natural resource management, parliamentary procedure, raising and showing livestock, and more. Mariposa's FFA chapter is recognized statewide as a top tier chapter that does very well at competitions of all kinds. Due to the success of the local chapter, a fourth full-time agriculture teacher is being added to the program for the 2024-2025 school year. The program is also expanding opportunities for students in the floral/ornamental horticulture pathway and the agriculture mechanics pathway through the addition of a small engines class.

+ Mariposa County's 4-H Youth Development Program assists youth in reaching their fullest potential. There are six distinct 4-H Clubs in the County, and each has selected projects that the members work on. This can include ambassador leadership, sheep, rabbits, clothing and textiles, foods, etc. The 4-H club runs an "Ag in the Classroom" program that offers hands-on learning experiences in the fields of agriculture and is sponsored by the Farm Bureau. The program gives curriculum and materials to elementary and junior high school students and training for teachers. The local 4-H participates in livestock shows and exhibits at the annual County Fair where their members to show off their hard work.

+ The Friends of the Fairgrounds Foundation exists to preserve the integrity, value, and utility of the Mariposa County Fairgrounds by providing for necessary maintenance, expansion, and modernization.

+ The Farmers Market not only allows local producers to sell their products directly to the public, it allows for interactions among the public, farmers, ranchers, and makers that support the community.

In addition to recognizing the significance of these organizations and events, this Plan recommends that the County and other organizations in the community support the continued development and growth of these organizations. Ways the County could achieve this is for departments such as Planning and Administration to explore grant projects that have the potential to increase the capacity of these organizations and programs, whether it be through additional resources or other types of assistance. The Mariposa County School District should also be looking for opportunities to have more programming like "Ag in the Classroom" on a regular basis.

1D: Support the FFA, 4-H, Fairgrounds, and Farmers Market as Opportunities for Engagement and Education for the Community

RECOMMENDATION	SUGGESTED PARTNERS	ACTIONS	TIMELINE
The County and community organizations support the development and growth of these organizations	Planning Department;; Mariposa County School District	Explore grant opportunities that have the potential to increase the capacity of these organizations and programs Have more opportunities for Ag in the Classroom	Ongoing

This recommendation supports:

General Plan Agriculture Element

+ Goal 10-1 – Policy 10-1b – Implementation Measure 10-1b(2)

Economic Development Strategy

+ Obj 1.2 Expand and diversify the number and type of tourist activities

1E: Protect and Conserve Agricultural Lands And Natural Resources By Recognizing the Benefits of Voluntary Conservation Easements in the General Plan

The Agriculture Element in the General Plan mentions voluntary conservation easements as an effective way to assist agricultural business owners. This program also helps to preserve agricultural lands, promote stewardship of working lands, nurture the agricultural economy, and maintain the rural character of Mariposa County which are the key issues identified by the Agricultural Element of the General Plan. If a landowner elects to place their property under a conservation easement, they benefit by protecting their land and potentially receiving a tax benefit and/or monetary compensation. Given that conservation easements have been and continue to be an effective tool for many local landowners in Mariposa County, this Plan recommends that during the General Plan Update process in 2026, the Agricultural Advisory Committee explore ways to expand upon the language regarding volunteer conservation easements to recognize the benefits they can bring to agricultural and working lands. Currently, Mariposa has over 20,000 acres in permanent conservation easements through voluntary transactions that landowners engaged in with non-profit land trusts, such as Sierra Foothill Conservancy (SFC) and California Rangeland Trust (CRT).

The California Natural Resources Agency (CNRA) Pathways to 30x30 document has established a statewide goal of conserving 30% of California lands and coastal waters by 2030, however such lands must fall under the State's definition of "Conservation Areas", which do not currently include grazed rangelands and working forests. SFC, CRT, California Cattlemen's Association (CCA), and others are working at different levels with CNRA's 30x30 team to promote the ability for working lands, such as grazed rangelands and working forests, to be eligible to contribute to the acreage goals of 30x30 via protection through voluntary conservation easements. By ensuring the definition of 30x30 Conservation Areas includes conservation easements on privately owned working lands, this would allow Mariposa County landowners to be justifiably recognized for their contributions in conserving natural resources while retaining the productive agricultural use of these lands.

The only lands that qualify as conservation areas under California's 30x30 Initiative are specifically protected and managed to sustain functional ecosystems, both intact and restored, and the diversity of life that they support. This currently includes national parks, wilderness areas, ecological reserves, and wild and scenic rivers, most national wildlife refuges, state parks, state, conservation areas, national seashores, as well as some local and regional open space, private conservation lands and easements. Currently, partners like University of California Cooperative Extension, CCA, CRT, SFC and California Council of Land Trusts are working at the state level to help advocate for the inclusion of grazed rangelands and working forests protected via perpetual conservation easements in the 30% acreage goal and be included in the "30x30 Conservation Area" definition. CNRA does acknowledge that lands conserved with these uses assist in meeting the overall goals of the Pathways to 30x30 document. CRNA also identifies the Williamson Act as an "effective area-based conservation measures (OECMs) that are managed in a way that protects biodiversity and natural processes".

This Plan recommends that the County Board of Supervisors work with Rural Counties Representatives of California (RCRC) to leverage support and advocate at the state level in partnership with the previously mentioned organizations for the inclusion of grazed rangelands and working forests that are protected through a voluntary conservation easement. This effort could be supported by data from CRT and UC Davis CLEAR Center who have researched the intersection between animal agriculture, the climate, and the environment. Their research focuses on how animal agriculture can help the State meet

its climate goals. The carbon sequestration data values that were calculated using the TerraCount Tool, detailed in the *Ecosystem Service Assessment* in Appendix B, could also be utilized as the basis for advocating for the inclusion of working rangelands in the definition of "Conservation Areas". Additionally, it is recommended that County staff work closely with the Agricultural Advisory Committee during the next General Plan Update to ensure that the County General Plan language regarding 30x30 is reflective of the local agricultural producers and landowners. The ultimate goal of this effort is to help the County meet state mandated greenhouse gas and climate adaptation planning goals for work landowners are already implementing through programs like voluntary conservation easements and potentially the Williamson Act program.

1E: Protect and Conserve Agricultural Lands and Natural Resources by Recognizing the Benefits of Voluntary Conservation Easements in the General Plan

RECOMMENDATION	SUGGESTED PARTNERS	ACTIONS	TIMELINE
Review and potentially update language in General Plan Agriculture Element related to voluntary conservation easements	Planning Department; Agricultural Advisory Committee	For the General Plan Update in 2026, the Agricultural Advisory Committee will evaluate the language in the current General Plan regarding voluntary conservation easements to determine whether additional language and information should be included.	Complete by late 2026
Advocate at the state level for the inclusion of protected grazed rangelands and working forests protected in the State's definition of a 30x30 Conservation Areas	University of California Cooperative Extension; CCA; CRT; SFC; California Council of Land Trusts; Mariposa County Supervisors; Sierra Nevada Conservancy; RCRC	Local and regional organizations work together to develop a campaign to add protected grazed rangelands and working forests in the State's definition of a 30x30 Conservation Area	Complete by late 2027

This recommendation supports:

General Plan

+ Goal 10-1, Policy 10-1b, Implementation measure 10-1b (1)

General Plan Strategic Implementation Work Plan

+ Task 4.3 Agricultural Best Practices

1F: Prevent the Conversion of Agricultural Lands by Promoting Opportunities to Earn Supplemental Income from Agriculture-based Activities

There are many ways for producers and landowners to earn extra income from activities on their land that are separate from the main agriculture operation. This can include traditional agritourism such as farm-to-table dinners, dude ranches, and horseback rides or activities that simply require open space like hiking trails, hunting or fishing access, commercial photo and video sessions, etc. These activities have the potential to bring extra income into an operation while exposing the public to many benefits of agriculture and working lands. Not every activity will work for every operation, so it is important to consider things like biosecurity, compatibility with Williamson Act, liability, including insurance, and accessibility. However, there have been many examples of successful events and activities in Mariposa County such as the Jerseydale Pumpkin Patch, Long's Civil War Days, Raw Roots Farm to Table Dinner, Casto Oak's Wine Maker's Dinner, SFC's Hikes and Classes Program, and Sierra Cider's Night Market. Due to the potential for agriculture-based activities to support agriculture operations, this Plan recommends the County continue to support these agriculture-based activities by exploring opportunities to help interested producers and landowners in diversifying their revenue stream. The co-benefits of which include public awareness and education on the positives of agriculture and working lands.

1F: Prevent the Conversion of Agricultural Lands by Promoting Opportunities to Earn Supplemental Income from Agriculture-based Activities

RECOMMENDATION	SUGGESTED PARTNERS	ACTIONS	TIMELINE
Support agriculture-based activities and assist interested producers and landowners	Planning Department/Economic Development Specialist	Develop a web page with resources on activities and programs that would be viable in Mariposa County based on local regulations	Complete by Fall 2025
This recommendation implements: **General Plan Agriculture Element** + Goal 10-3– Policy 10-3b – Implementation Measure 10-3b(1) **Economic Development Strategy** + Obj 1.2 Expand and Diversify the Number and Type of Tourist Activities + Obj 1.3 Reduce Seasonality by Making Mariposa a Year-Round Destination + Obj 2.1 Diversify and Expand Mariposa's Economic Base + Obj 3.1 Retain and Expand Existing Businesses + Obj 4.1 Expand Local Entrepreneurship and New Business Formation + Obj 5.1 Protect and Enhance Mariposa County's Quality of Life and Heritage... Enhance Economic Prosperity Consistent with Local Culture and Aesthetics			

THE "BUILD" CATEGORY PROVIDES RECOMMENDATIONS FOR PROGRAMS THAT ARE ALREADY OCCURRING BUT NEED ADDITIONAL SUPPORT AND FUNDING

CATEGORY #2: BUILD

The recommendations in this category *build* on existing programs that could be improved or expanded upon. These programs and organizations have been identified by the community as important to agriculture but could use more support in order to serve the community better.

2A: Explore Opportunities for Meat and Other Animal Product Sales within Existing Programs

There has been great interest within the agriculture community at the in-person engagement events for this particular recommendation in the Plan. The public in general are eager for more opportunities to sell and purchase locally produced food and goods. Made in Mariposa is a local non-profit created to support artists, crafters, and other producers in Mariposa County. Their goal is to cultivate a network of ranchers and farmers who produce meats, vegetables, flowers, native plants, and other products. This Plan recommends supporting existing organizations and vendors, like Made in Mariposa and local grocery stores and restaurants, in connecting with producers, obtaining the necessary permits, and navigating the specific rules and procedures that govern selling local meats and produce.

Note that the United States Department of Agriculture (USDA) strictly governs the sale of meat products. The individuals wishing to engage in meat sales can find information in CA Food and Ag Code 18990 to 19017. The County Agricultural Commissioner also provides informational resources for individuals wanting to sell meat.

2A: Explore Opportunities for Meat and Other Animal Product Sales within Existing Programs

RECOMMENDATION	SUGGESTED PARTNERS	ACTIONS	TIMELINE
Support existing organizations and vendors	Planning Department/Economic Development Specialist; Agricultural Commissioner HHSA Environmental Health Unit	Partners reach out to existing vendors of local goods and ensuring they have the resources they need to sale local meat and other animal products by providing assistance with connecting with producers, obtaining the necessary permits, and navigating the specific rules and procedures that govern selling local meats and produce	Complete by Winter 2026

This recommendation implements:

General Plan Agriculture Element

+ Goal 10-5 – Policy 10-5b – Implementation Measure 10-5b(2)

Economic Development Strategy

+ Obj 2.1 Diversify and Expand Mariposa's Economic Base
+ Obj 2.2 Attract New and Complementary Businesses
+ Obj 3.1 Retain and Expand Existing Businesses
+ Obj 5.1 Protect and Enhance Mariposa County's Quality of Life and Heritage... Enhance Economic Prosperity Consistent with Local Culture and Aesthetics

General Plan Strategic Implementation Work Plan

+ Task 4.5 Agricultural Best Practices

2B: Seek Grants to Increase Funding for Local Organizations that Support Agriculture, Particularly the Reduction of Noxious Weeds

The community expressed a desire to control invasive noxious weeds and invasive pest species such as feral swine. Controlling these invasives is a multifaceted issue that is being addressed through programs run by the Agricultural Commissioner's Office and the County Public Works Department. The Agricultural Commissioner has designated three species of noxious weeds in the County (Tocalote or *Centaurea melitensis, Yellow Star thistle or Centaurea solstitialis and* Klamath Weed *or Hypericum perforatum)* and is actively engaged in controlling the spread of the species. Priority control points are along County roads and through a cost share program with willing landowners.

Some non-profit organizations like the Sierra Foothill Native Plant Society and Sierra Foothill Conservancy are also working to control invasive weeds on agricultural lands. While the County and community organizations address the previously mentioned issues with state funding, a unified invasive noxious weed management plan is desired to unify operations and to gain funding for government departments and private landowners. The Agricultural Commissioner has also recently taken on the Wildlife Services Program which is charges with the control of feral swine and will be seeking funding to enhance the program. This Plan recommends that the County support these organizations by coordinating on grants that could bolster their programs and to research grant opportunities that could benefit the community, such as assistance in drafting and adopting an Invasive Noxious Weed Management Plan.

2B: Seek Grants to Increase the Capacity and Funding for Local Organizations that Support Agriculture

RECOMMENDATION	SUGGESTED PARTNERS	ACTIONS	TIMELINE
Support local organizations by coordinating on grants that could bolster their weed control programs	Planning Department; Agricultural Commissioner; Public Works Department; other interested local organizations	Planning Department convene informal meetings of organizations interested in acquiring more grant funding for projects focused on weed control and provide information to those groups on available funding opportunities; Begin the creation of a Noxious Weed Management Plan	Ongoing

This recommendation implements:

General Plan Agriculture Element

+ Goal 10-3 – Policy 10-3a – Implementation Measure 10-3a(2)

General Plan Conservation and Open Space

+ Goal 11-4 – Policy 11-4a – Implementation Measure 11-4a(3) and 11-4a(5)

General Plan Strategic Implementation Work Plan

+ Task 2.4 Environmental Conservation Program

2C: Assist and Provide Resources to Producers and Landowners that Want to Take Advantage of State, Federal, and/or Private Programs that Provide Payments, Cost Share, and/or Credits for Certain Land Uses and Management Practices

Often producers and landowners are seeking ways to financially supplement their agriculture operation that go beyond the agriculture-based activities mentioned in recommendation 2F. One of the ways is to take advantage of voluntary state, federal, or private programs that provide cost share, credits, or payments for management practices, ecosystem services, or land use practices. These programs vary widely from natural resource protection to providing spaces for recreation to having solar located on your land. During the community engagement process, many producers expressed an interest in these programs but also communicated that they were not participating due to lack of information about the programs, application process, and how various programs operate as well as wariness of government programs. These various programs are run by state and federal agencies as well as some private companies. Therefore, it is important to present all options to producers and landowners so that they can make an informed decision on which program is the right fit for their operation or land. Another option for producers that are interested in programs with less government oversight is CEQA mitigation for public and private projects. Below are some examples of voluntary governmental and private programs available to landowners and producers:

+ Government Cost Share Programs for Land Management Practices and Land Use: Perhaps the most widely used and of most interest to producers and landowners discussed during the community engagement for this Plan were the voluntary cost share programs offered to both agricultural producers and landowners (including forest, rangeland, and cultivation). Many of these programs are offered by the USDA Natural Resources Conservation Service (NRCS) and USDA Farm Services Agency (FSA). Examples include the NRCS Environmental Quality Incentives Program (EQIP) which provides partial payment to landowners and/or producers to implement land management practices that will simultaneously improve natural resources and agricultural production. The Conservation Reserve Program (CRP) is a land conservation program administered by FSA that prevents land use conversion in exchange for a yearly rental payment. The most applicable to Mariposa County would likely be Grassland CRP, however there are additional options including Continuous CRP. The Continuous CRP signup also includes additional options, such as CLEAR30, State Acres For Wildlife Enhancement (SAFE), Conservation Reserve Enhancement Program, and Farmable Wetlands Program. An example of a cost-share program for forests is the California Forest Improvement Program (CFIP) that is organized by Cal Fire which promotes forest management for economic and environmental benefits.

+ Government Cost Share Programs for Access: There are various programs in which landowners can voluntarily enter into contracts with public agencies to provide public access for specific land uses, in exchange for payment. One such example is the California Department of Fish and Wildlife's (CDFW) Shared Habitat Alliance for Recreational Enhancement (SHARE) program, which provides public access for hunting, fishing, and other recreational activities on private land in exchange for payment.

+ Private Carbon Credit Market: There are several types of carbon credit programs offered by private companies that landowners can voluntarily contract with to be compensated for, and there are different approaches based on land type and land use. This Plan discusses the options for grasslands

and forestlands, however there are applications for croplands. Agoro Carbon Alliance's program [5]is an example of an option for farmers and ranchers that would like to engage with the private carbon credit market. Agoro's Carbon program is dedicated to seeing the farmer or rancher succeed by ultimately lowering managing costs and providing additional income while also supporting the client through any practice changes. For forestlands, the application and methodology for carbon offset differs but is based on the same principle of avoided land use conversion. In January 2013, California implemented the first forest carbon offset program in the United States under a regulated (cap-and-trade) market.

This Plan recommends assisting and providing resources to producers and landowners that are interested in learning more about these programs and potentially participating in them. To implement this recommendation, the Planning Department could work with NRCS, FSA, UCCE, and the Ag Commissioner to create a webpage with resources on programs that would be applicable to Mariposa County lands with clear instructions on how to take advantage of them. This webpage would be developed in conjunction with the webpage providing information on agricultural-based activities (Recommendation 1F).

2C: Assist and Provide Resources to Producers and Landowners that Want to Take Advantage of State, Federal, and/or Private Programs that Provide Payments, Cost Share, and/or Credits for Certain Land Uses and Management Practices

RECOMMENDATION	SUGGESTED PARTNERS	ACTIONS	TIMELINE
Assist and provide resources to producers and landowners that are interested in learning more about state, Federal, and/or Private Programs that Provide Payments, Cost Share, and/or Credits	Planning Department; NRCS;; UCCE; RCD	Create a webpage with resources on programs applicable to Mariposa County lands with clear instructions on how to take advantage of them	Ongoing

This recommendation implements:

General Plan Agriculture Element

+ Goal 10-3– Policy 10-3b – Implementation Measure 10-3b(1)

General Plan Conservation & Open Space Element

+ Goal 11-1 Conserve the natural and scenic resources and open lands

General Plan Strategic Implementation Work Plan

+ Task 4.5 Agricultural Best Practices

[5] https://agorocarbonalliance.com/

2D: Host Regular Workshops for Producers and Landowners that Focus on Various Topics of Interest Useful for Owning and/or Operating an Agriculture Operation

Many community members expressed an interest in increasing the number of educational and mentoring programs for new and future ranchers and farmers on various topics. These should be consistent meetings that could include these following topics/projects:

+ Economics of starting an agricultural operation
+ Succession planning
+ Best practices and lessons learned regarding agritourism
+ Prescribed burns on agricultural lands
+ Increasing operational resiliency to withstand extreme weather events
+ Harvesting and preservation
+ Sustainable and adaptive ranching and farming practices
+ Improving soil health for increased productivity

This Plan recommends a workshop series led by members of local organizations and groups that specialize in these topics. This workshop series would offer specialized, accessible education opportunities for the local producers while also introducing them to fellow community members that can assist them and their operation in some way, if needed. This recommendation is based on past successful workshops led by UCCE in partnership with local organizations such as SFC, Farm Service (FSA), United States Department of Agriculture (USDA), California Department of Forestry and Fire Protection (Cal Fire), etc. This workshop series will help us meet recommendations 2C and 3B, and it could be hosted on the same site as the webpages from recommendations 1F and 2C.

2D: Host Regular Workshops for Producers and Landowners that Focus on Various Topics of Interest Useful for Owning and/or Operating an Agriculture Operation

RECOMMENDATION	SUGGESTED PARTNERS	ACTIONS	TIMELINE
Establish a workshop series led by members of local organizations and groups that specialize in these topics	UCCE; FSA; USDA; Cal Fire; Point Blue; Farm Bureau; other interested local organizations	UCCE convene potential partners and create a potential schedule of presenters	Ongoing

This recommendation implements:

General Plan Agriculture Element

+ Goal 10-3 – Policy 10-3b – Implementation Measure 10-3b(1)

General Plan Strategic Implementation Work Plan

+ Task 4.5 Agricultural Best Practices

2168

2E: Update the Timber Exclusive Zone Program

The Timber Exclusive Zone (TEZ) provides tax benefits to landowners that manage their land according to a Timber Management Plan that has been prepared by a Registered Professional Forester or Technical Service Provider from the Natural Resource Conservation Service and approved by Cal Fire. The TEZ program protects forestry by decreasing the taxes paid on qualifying forested land that is actively being managed, similar to how the Williamson Act protects agricultural lands (rangeland and cultivation). Another benefit of TEZ is that it helps landowners, that are not in commercial forestry production, afford to maintain their forested land which can be very expensive. For some landowners with forested land, the alternatives to this program (which reduce property taxes) are to rezone the parcel or sell.

Since various TEZ parcels are located near residential areas, there are unanticipated risks that result due to lack of maintenance of the timber preserve that could impact the community. If not maintained, these properties build up excessive fuel loads which quickly become a fire hazard, especially since they are often located near residential communities like Lushmeadows, Greeley Hill, Ponderosa Basin, Jerseydale, Darrah, Yosemite West, and Fish Camp. If sold, the property could be rezoned and developed, or the new landowner might have no interest or experience in forest management or health. Unfortunately, there are instances where the property has changed hands multiple times and has not been kept up to date with the program and its timber management plan requirements. In order to protect this important program, this Plan recommends the Planning Department continue to work with the Assessor's Office to complete the audit and TEZ compliance project to further clarify the codes, policies, and procedures as warranted on parcels zoned Timber Exclusive so that the requirements and compliance options are clear to assist landowners in becoming compliant and maintaining compliance. This can be accomplished by ensuring the Development Code update currently underway adds language regarding enforcement mechanisms and ensures the program is functioning appropriately relative to the tax benefits afforded TEZ property owners. This recommendation is intended to ensure the TEZ program can be maintained and support the goals of conservation as outlined in the General Plan. It also fulfills goals in CNRA's Natural and Working Lands Climate Smart Strategy[6] by preventing conversion of forest lands and promoting forest health as a way to prevent GHG emissions via catastrophic wildfire and increase carbon storage in local lands.

[6] https://resources.ca.gov/-/media/CNRA-Website/Files/Initiatives/Expanding-Nature-Based-Solutions/CNRA-Report-2022---Final_Accessible.pdf

2E: Update the Timber Exclusive Zone Program

RECOMMENDATION	SUGGESTED PARTNERS	ACTIONS	TIMELINE
Ensure the continuance of the TEZ program	Planning Department; Assessor & Recorder	Planning Department and Assessor's Office complete the audit and TEZ compliance report and update codes, policies, and procedures for TEZ parcels	Complete in Winter 2025

This recommendation implements:

General Plan Strategic Implementation Work Plan

+ Task 4.4 Collaborative Planning Dialogue
+ Task 4.5 Agricultural Best Practices

2F: Support the Southern Sierra Miwuk Nation in Capacity Building for Continued Agricultural Land Stewardship and Assist Their Efforts Towards Federal Recognition

The Southern Sierra Miwuk Nation (SSMN) have been practicing agriculture and stewarding the land in Mariposa County for over 10,000 years, and the Tribe continues to maintain strong ties and relationships to their traditional territories. Despite this, they lack federal recognition which could assist them in acquiring resources to develop programs that would help them preserve their traditional cultivation and stewardship practices. The work the Tribe does on their homelands invariably contributes to the overall resiliency of the shared landscapes and communities, which benefits all types of land uses, including agriculture. This is because a healthy, well stewarded environment provides clean air, water, and soil, all of which are necessary for productive agriculture, which includes cultivation, ranching, forestry, and farming. Also, the more diverse Mariposa's agricultural economy is, the more resilient it will be to market and environmental changes so the practice of cultivation adds to the health of the economy as well as the environment. Therefore, in order to protect, preserve, and promote the SSMN's traditions, this Plan recommends that the County support the Tribe in seeking federal recognition and general capacity building by including a statement in the General Plan when it is updated in 2026 that is written by tribal members that explains the historic impact the Tribe has had on Mariposa County lands and their present impact on the community as business owners, teachers, caregivers, first responders, natural resource and cultural stewards, and civic leaders.

This Plan also recommends supporting the SSMN through partnerships with other local organizations and agencies to develop land conservation projects that utilize Traditional Ecological Knowledge and ultimately expand the Tribe's existing organizational capacity. The Tribe is already managing multiple successful projects that utilize traditional knowledge, which offer great examples of their leadership as stewards of the land. The first is Me-Su' which is a Stewardship Crew that works on projects like the restoration of the Mariposa Creek Parkway. The second is the Pollinator Project called Walappu' 'Uuchuthuu. This Plan recognizes the importance of programs like Me-Su' and Walappu' 'Uuchuthuu for agriculture because it preserves cultivation traditions and improves the ecosystems all Mariposan's share.

THE INDIGENOUS PEOPLE WHO CALL PRESENT-DAY MARIPOSA COUNTY THEIR HOME, WERE THE FIRST STEWARDS OF THE LAND. THE SSMN ARE ACTIVE PARTNERS IN LAND STEWARDSHIP, AS SHOWN HERE DURING A TRIBAL PLANTING EFFORT.

2F: Support the Southern Sierra Miwuk Nation in Capacity Building for Continued Agricultural Land Stewardship and Assist Their Efforts Towards Federal Recognition

RECOMMENDATION	SUGGESTED PARTNERS	ACTIONS	TIMELINE
Support the Tribe in seeking federal recognition and general capacity building	Planning Department; Southern Sierra Miwuk Nation	Include a statement in the General Plan Update written by tribal members that explains the historic impact the Tribe has had on Mariposa County lands and their present impact on the community	Complete by late 2026
Support the SSMN through partnerships with other local organizations and agencies	County Departments; local land management organizations; local landowners	When developing a land management project, consider partnering with the Tribe and incorporating TEK into the management plan	Ongoing

This recommendation implements:

General Plan Agriculture Element

+ Goal 10-3 – Policy 10-3b – Implementation Measure 10-3b(1)

General Plan Strategic Implementation Work Plan

+ Task 4.4 Collaborative Planning Dialogue

CATEGORY #3: DEVELOP

This category discusses recommendations that focus on *developing* programs, policies, and resources that have the potential to contribute to Mariposa's agriculture. They have been identified through conversations with the community and research into successful programs in similar communities.

3A: Conduct a Market Analysis on the Viability for Local Animal Processing Facilities and Butchering

Through community engagement and economic research, it became clear that local animal processing is something that ranchers and the greater community would benefit from. This would make it easier to sell local meat directly to the community and beyond and ease costs for ranchers that often have to travel 50 to 200 miles with their livestock for processing. It also became clear when researching and discussing animal processing that there are many obstacles to building a facility that would need to be addressed before local processing became a reality for Mariposa County ranchers. Therefore, this Plan recommends conducting a market analysis and feasibility study to determine the viability of local processing. Key considerations for starting a facility include:

+ Best practices in addressing food safety and quality assurance
+ Capacity and variability of the local and regional market
+ Optimal locations for such a facility in the region
+ Regulatory and permitting framework governing such facilities
+ Financial considerations and funding opportunities
+ Availability of a skilled workforce and needed training programs

THE "DEVELOP" CATEGORY PROVIDES RECOMMENDATIONS FOR DEVELOPING AND EXPLORING POTENTIAL IDEAS TO CONTRIBUTE TO MARIPOSA'S AGRICULTURE.

Beyond local meat processing, consumer direct sales of locally produced meats is an opportunity to capture the retail margins from the food production value chain within the local area. This also creates the opportunity for producers to interact directly with their consumers to educate them about their products and create stronger customer relationships and bolster food security. UCCE began a niche marketing project with the goal of bringing animal processing into the area through a regional program that included producers from Madera, Merced, and Fresno. This would be a great opportunity for Mariposa to be a part of. The project stalled at the marked analysis phase due to a lack of available UC economists. Recently, UC ANR has hired more economists so this recommendation could be explored more by restarting this program, if the interest is there from producers.

3A: Conduct a Market Analysis on the Viability for Local Animal Processing Facilities and Butchering

RECOMMENDATION	SUGGESTED PARTNERS	ACTIONS	TIMELINE
Conduct a market analysis and feasibility study to determine the viability of local animal processing	UCCE	UCCE reinstate their niche marketing project that was exploring animal processing through a regional program.	Complete by late 2026

This recommendation implements:

General Plan Agriculture Element

+ Goal 10-5 – Policy 10-5b – Implementation Measure 10-5b(2)

Economic Development Strategy

+ Obj 2.1 Diversify and Expand Mariposa's Economic Base
+ Obj 2.2 Attract New and Complementary Businesses
+ Obj 3.1 Retain and Expand Existing Businesses
+ Obj 5.1 Protect and Enhance Mariposa County's Quality of Life and Heritage... Enhance Economic Prosperity Consistent with Local Culture and Aesthetics

3B: Promote Land Management Practices on Public and Private Lands that Reduce Wildfire Risk and Supports Ecosystem Services and More Resilient Landscapes

Wildfire is a reality in Mariposa's landscape, so it is important that the land management practices producers, landowners, organizations, and agencies utilize take this risk into account. Mariposa County consists of almost exactly half public and half private lands. This means that the effective management of public lands is just as important as private lands. Unfortunately, permits to perform targeted grazing on public lands has become more and more difficult for local ranchers to both obtain and carry out. This is due to changing federal regulations that have made It difficult to obtain a permit and restrictions to grazing itself, such as decreases in allowable animal units per acre, that makes permits less profitable. This inhibits a viable option for fuel load reduction activities on the public lands through grazing, which could reduce wildfire risk threats to the community because of the excessive fuel loads on public lands that are managed by the federal agencies. Federal agencies have low staffing which has also led to poor management of public lands including overstocked forests which leaves them susceptible to diseases, insects, and wildfire. This has also negatively impacted ranchers who previously relied on these grazing permits as part of their livestock operation. Available forage for livestock producers is already sparse, and re-opening public lands for additional permits has the potential to benefit both the land and local ranchers. It should also be noted that calculations from the TerraCount Tool, which was funded by another grant from the Department of Conservation, demonstrated the importance of preventing wildfires and protecting healthy forests as ways to increase carbon storage in the County's landscapes. Therefore, if using techniques like prescribed grazing can contribute to reducing greenhouse gasses in the Ie, then the benefits of re-introducing this land management technique to more public lands would extend beyond Mariposa County's borders.

Similar to wildfire mitigation, there are opportunities for ranchers to partner with natural resource agencies, organizations, and other landowners to conduct ecosystem management projects using livestock on private and public lands. There is growing research pointing to the benefits of ungulates on landscapes, if managed properly. They can particularly be useful in landscape restoration projects as they can manage invasive species and noxious weeds in a way that encourages regrowth of desired vegetation better than mechanical or chemical methods. As they forage on the invasive vegetation, their hooves can be used to drive planted seeds deeper in the ground, further encouraging growth of desirable vegetation. Landscape restoration projects that utilize livestock have multiple co-benefits for agriculture: they provide additional income for ranchers and improve the quality of the local ecosystem which, in turn, supports agriculture and working lands. In recent years, goats have become a very popular resource for managing smaller landscapes with denser vegetation, especially those properties that are too difficult for cattle to access and reducing fuel loads in Mariposa. Also, new technologies are emerging to make wildfire mitigation and pasture management with ungulates easier and more cost effective, such as the ability to manage grazing via satellite control and electric fences.

Another way to improve the resilience of public lands in a way that also supports agriculture and ecosystem services is to allow local tribes more access to public lands to practice cultivation and traditional stewardship methods. Traditional Ecological Knowledge has been proven to protect the landscape better than many "modern" scientific methods. With greater access to land, SSMN knowledge bearers have more opportunities to share and transfer their knowledge to the next generation as well as ensure the health of the land. This could be done by executing a co-management agreement between tribes and county, state, and/or federal agencies to allow access to public lands that may be suitable. Currently, the Tribe is building a burn and vegetation crew (called "Me-Su'") which opens up the

possibility for future collaborations between the Tribe and various organizations, landowners, federal agencies, and the County to conduct controlled burns and vegetation management throughout the County.

3B: Promote Land Management Practices on Public and Private Lands that Reduce Wildfire Risk and Supports Ecosystem Services and More Resilient Landscapes

RECOMMENDATION	SUGGESTED PARTNERS	ACTIONS	TIMELINE
Work with local representatives to allow more grazing and timber harvest on public lands	Planning Department; Agricultural Advisory Committee; Bureau of Land Management; United States Department of Agriculture, Forest Service,	Planning Department staff would reach out to the Agricultural Advisory Committee to establish an Ad Hoc group that would meet with representatives from federal land agencies to discuss the possibilities for opening more public land to grazing and timber harvesting	Ongoing
Explore opportunities for landowners, local organizations, public agencies, and the SSMN to collaborate more on land management	Planning Department; Southern Sierra Miwuk Nation; Agricultural Advisory Committee; Sierra Foothill Conservancy; Yosemite Gateway Prescribed Burn Association Bureau of Land Management; United States Forest Service	Planning Department staff facilitate meetings and discussions among these groups to catalyze land management projects and co-management agreements that utilize techniques like TEK and prescribed grazing	Ongoing

This recommendation implements:

General Plan Agriculture Element

+ Goal 10-1 – Policy 10-1b – Implementation Measure 10-1b(1)

General Plan Conservation and Open Space Element

+ Goal 11-1 – Policy 11-1b – Implementation Measure 11-1b(1)

General Plan Strategic Implementation Work Plan

+ Task 2.4 Environmental Conservation Program
+ Task 4.4 Collaborative Planning Dialogue
+ Task 4.5 Agricultural Best Practices

Community Wildfire Protection Plan

+ Action 9 Promote and educate community on prescribed fire

Economic Development Strategy

+ Obj 2.2 Attract New and Complementary Businesses
+ Obj 3.1 Retain and Expand Existing Businesses
+ Obj 5.1 Protect and Enhance Mariposa County's Quality of Life and Heritage... Enhance Economic Prosperity Consistent with Local Culture and Aesthetics

3C: Explore Opportunities to Expedite the Approval Process for Controlled Burns on Agricultural Lands

While controlled burns are a great way to reduce wildfire risk on working lands, the complex process for obtaining a burn permit as well as insurance and liability concerns is a main reason that more landowners do not carry out more prescribed burning. Inspired by California's "Cutting the Green Tape" initiative which seeks to reduce the government process required to implement certain environmental projects, this Plan recommends Mariposa County collaborate with the organizations and agencies responsible for approving controlled burn projects to streamline the process while maintaining the integrity of the process so as to not introduce additional risks. This would be accomplished through a collaboration between Cal Fire, Health and Human Services Agency's Environmental Health Unit, the Air Pollution Control District, and possibly the Agricultural Commissioner and County Counsel.

3C: Explore Opportunities to Expedite the Approval Process for Controlled Burns on Agricultural Lands

RECOMMENDATION	SUGGESTED PARTNERS	ACTIONS	TIMELINE
Collaborate with organizations and agencies to streamline the process for approving controlled burn projects	Cal Fire; HHSA Environmental Health Unit; Air Pollution Control District; Agricultural Commissioner; County Counsel, Yosemite Gateway Prescribed Burn Association	The Identified partners could meet to discuss possibilities for streamlining the permitting process for controlled burns while ensuring the safety of the community	Complete by late 2026

This recommendation implements:

General Plan Agriculture Element

+ Goal 10-3 – Policy 10-3b – Implementation Measure 10-3b(1)

General Plan Strategic Implementation Work Plan

+ Task 4.4 Collaborative Planning Dialogue

Community Wildfire Protection Plan

+ Action 9 Promote and educate the community on prescribed fire

3D: Update the Community Wildfire Protection Plan(CWPP)

The Community Wildfire Protection Plan (CWPP) prioritizes wildfire mitigation projects based on the greatest wildfire risks to the community. The Mariposa County Fire Advisory Committee consists of County and other local organizations and stakeholders that conduct wildfire mitigation, and they use the CWPP to determine which projects to prioritize. CWPP has many great recommendations, but it does not include any recommendations for agricultural and working lands which this Plan sees as a major oversight since agriculture lands make up 82% of private lands in the County and agriculture, a top contributor to Mariposa's economy, can be greatly impacted by wildfires when they occur. It is for these reasons that this Plan recommends the following additions to the CWPP when it is updated in 2026:

1. Coordinate local organizations to meet with local representatives from federal land management agencies to endorse opening more federal lands in the County to prescribed grazing and cultivation.
2. Promote projects that contribute to reducing the wildfire risk ratings in areas with multiple agricultural operations to reduce the fire insurance burden many producers and landowners face.

3D: Update the Community Wildfire Protection Plan

RECOMMENDATION	SUGGESTED PARTNERS	ACTIONS	TIMELINE
Upon the next update of the CWPP in 2026, add projects that focus on the intersection between agriculture wildfire mitigation	Mariposa County Fire Advisory Committee; Agricultural	MCFAC could explore adding the following to the CWPP, or similar: 1) Coordinate local organizations to meet with local representatives from federal land management agencies to endorse opening more federal lands in the county to prescribed grazing and cultivation. 2) Promote projects that contribute to reducing the wildfire risk ratings in areas with multiple agricultural operations to reduce the fire insurance burden many producers and landowners face.	Complete by late 2026

This recommendation implements:

General Plan Agriculture Element

+ Goal 10-3 – Policy 10-3b – Implementation Measure 10-3b(1)

General Plan Strategic Implementation Work Plan

+ Task 4.4 Collaborative Planning Dialogue
+ Task 4.5 Agricultural Best Practices

3E: Increase Opportunities for Agriculture and Natural Resource Management Internships and Apprenticeships for Youth as Well as Adults in Partnership with Local Organizations and Producers

Despite Mariposa's rich agricultural traditions, less and less young people are choosing to stay in Mariposa and continue their family's agriculture operation. This is due to the difficulty of running a successful ranch or farm and a lack of jobs. This leads to difficulties with succession of farms and ranches and with getting help running an operation in general. There are a number of people moving into the area with an interest in agriculture but do not know where to start because of the complexity of starting and running a successful agriculture business. To address this, the AWLCP recommends an agriculture and natural resource management industry internship program for youth as well as adults in various fields in partnership with local colleges, organizations, and producers. This program would be a way to introduce young people, and both beginning and established farmers and ranchers, to parts of the ag industry they haven't been exposed to before, new farming and ranching methods, and best practices for running a successful operation. It would also introduce people, who would otherwise leave the area, to opportunities in natural resource management which is important because: 1) the natural resource, scientific, and technical services sector has been identified through market analysis (Non-Residential Market Study) as a field with potential to grow in Mariposa County; and 2) the better and more sustainably the natural resources are managed, the healthier and more productive the landscapes will be which benefits agriculture. This program would be implemented through a collaboration between the Mariposa County School District, Planning Department, Resource Conservation District, Agricultural Commissioner, and local organizations and producers where the school district and Planning would connect producers with prospective interns and apprentices.

3E: Increase Opportunities for Agriculture and Natural Resource Management Internships and Apprenticeships for Youth as Well as Adults in Partnership with Local Organizations and Producers

RECOMMENDATION	SUGGESTED PARTNERS	ACTIONS	TIMELINE
Establish an internship program for youth as well as adults in various fields in the agriculture and natural resource management industry	Mariposa County School District; Planning Department; Resource Conservation District; Agricultural Commissioner; local organizations and producers	The School District and Planning could reach out to possible organizations and producers to gauge community interest, and then establish a network of interested partners.	Complete by 2027

This recommendation implements:

General Plan Agriculture Element

+ Goal 10-1 – Policy 10-1b – Implementation Measure 10-1b(1)

General Plan Strategic Implementation Work Plan

+ Task 4.3 Agricultural Best Practices
+ General Plan Agriculture Element
+ Goal 10-5 Encourage the expansion of the ag economy

Economic Development Strategy

+ Obj 2.1 Diversify and Expand Mariposa's Economic Base
+ Obj 6.1 Develop, retain, and attract talent to build a skilled workforce

MARIPOSA COUNTY'S

AGRICULTURAL & WORKING LANDS CONSERVATION PLAN

APPENDICES

A plan for protection of the County's agricultural and working lands for long-term regional resilience

OCTOBER 3, 2024

MARIPOSA COUNTY'S

AGRICULTURAL & WORKING LANDS CONSERVATION PLAN

APPENDICES

[A] AGRICULTURAL & WORKING LANDS ECONOMIC DEVELOPMENT FRAMEWORK, BAE URBAN ECONOMICS, MARCH 2023

[B] ECOSYSTEMS SERVICES ASSESSMENT FOR THE MARIPOSA COUNTY AGRICULTURAL AND WORKING LANDSCAPE CONSERVATION PLAN, ECOMETRICS, JUNE 2023

[C] AGRICULTURAL EDUCATION AND AWARENESS REPORT, SAGE, MARCH 2023

[D] STAKEHOLDER LISTS AND DRAFT OUTREACH & ENGAGEMENT PLAN, FALL 2022

[E] AGRICULTURAL CONSERVATION POLICY & LAND CONSERVATION ASSESSMENT FOR MARIPOSA COUNTY, APRIL 2023

[F] KEY FINDINGS, TRENDS, QUOTES, AND FEEDBACK FROM ENGAGEMENT EVENTS AND SURVEYS, 2024

[G] MAPS OF MARIPOSA COUNTY, JUNE 2024

APPENDIX A.

Agricultural & Working Lands Economic Development Framework, BAE Urban Economics, March 2023

bae urban economics

Agricultural & Working Lands Economic Development Framework

Prepared for the Cultivate, LLC and the County of Mariposa

March 24, 2023

March 24, 2023

Amie MacPhee
Principal
Cultivate, LLC

Via e-mail: amie@cultivate-ca.com

Dear Amie:

BAE is pleased to submit this Agricultural & Working Lands Economic Development Framework, to support the preparation of the Mariposa County Agriculture and Working Lands Conservation Plan (AWLCP). It has been a pleasure working with you and the rest of the team on this project and I look forward to seeing how this framework is integrated into the AWLCP.

Sincerely,

Matt Kowta, MCP
Principal

Table of Contents

INTRODUCTION 1
PRIMARY STRATEGY AREA 1: VALUE-ADDED PROCESSING 3
Tactical Approach 1.a.: Small-Scale Animal Processing for Local Livestock Producers 3
Tactical Approach 1.b.: Consumer Direct Sales of Locally-Produced Meats 7
Tactical Approach 1.c.: Brick and Mortar Butcher Shop 9
Tactical Approach 1.d.: Use of Forest Bio-Mass for Energy Generation 10
Tactical Approach 1.e.: Manufacturing Products Using Locally Harvested Wood 11
PRIMARY STRATEGY AREA 2: MONETIZING ECOSYSTEM SERVICES 13
Tactical Approach 2.a.: Carbon Offsets to Fund Sustainable Working Lands Projects 13
Tactical Approach 2.b.: Land Stewardship in Collaboration with Native American Groups 16
Tactical Approach 2.c.: SB 852 Climate Resiliency Districts 19
PRIMARY STRATEGY AREA 3: AGRICULTURAL TOURISM 21
Tactical Approach 3.a.: Ranch/Farm Days 21
Tactical Approach 3.b.: Annual Food-Related Festival 24
Tactical Approach 3.c.: Native American Educational Venues and Events 24
Tactical Approach 3.d.: Agricultural-Oriented Visitor Accommodations 27
Tactical Approach 3.e.: Farmstands Selling Locally Grown/Produced Products 30
NEXT STEPS 34

INTRODUCTION

Based on findings from BAE's Economic Contributions of Agriculture study as well as other background information, and input from other consultant team members, project partners, and key stakeholders, BAE has developed the following framework for economic development that is focused on economic activities that will compliment the long-term conservation and enhancement of Mariposa County's agricultural and working lands. This Agricultural and Working Lands Economic Development Framework informs the content of Focus Area 2 of the Mariposa County Agricultural and Working Lands Conservation Plan (AWLCP): Agricultural and Working Lands Economic Resilience.

Three primary strategy areas comprise the strategic economic development framework, which build upon Mariposa County's existing agricultural and working lands assets, including:

- Value-Added Processing
- Ecosystem Services
- Agricultural Tourism

This Agricultural and Working Lands Economic Development Framework is consistent with the Mariposa County General Plan, starting with General Plan guiding principles established by the Board of Supervisors, including, "The Protection of Agriculture is Critical for the County's Future". In addition, this framework also aligns with key elements, including the Economic Development Element and the Agriculture Element. Specifically, it supports the former by "supporting enhancement of the County's economic sectors" and it supports the latter by "nurturing the agricultural economy throughout the county".

Further, this framework also builds upon the 2017 Mariposa County Economic Vitality Strategy. For example, the Agricultural Tourism strategy area is consistent with the Economic Vitality Strategy's Strategic Initiative #1: Promotion and Expansion of the Tourism Sector. The Ecosystem Services strategy area fits with the Economic Vitality Strategy's Strategic Initiative #2: Diversification and Expansion of the Local Economy, and the Value-Added Processing strategy area fits with the Economic Vitality Strategy's Strategic Initiative #3: Business Retention and Expansion.

The following discussion explains the rationale for choosing each of the three primary strategy areas and also gives examples of the types of supporting actions that could be included as part of the strategy. The subsequent chapters of this framework report discuss each of the strategy areas and include examples of various types of implementation activities that Mariposa County stakeholders may wish to consider as models for local economic development supporting the AWLCP and other countywide economic development objectives. These examples could be adapted for economic development in Mariposa County or, in the

case of examples of initiatives that are already under way locally, expanded and built upon for further local economic benefit.

Within each **primary strategy area**, the following sections identify several **tactical approaches** that have been identified as potentially relevant to expanding economic activity in Mariposa County. Each of the tactical approaches is illustrated with implementation **activity/resource examples.** These examples are either projects/programs that have been implemented in other locations or that are being implemented in Mariposa County or they are examples of funding source or tools that could potentially be utilized in Mariposa County. This information is intended to provide direction for Mariposa County stakeholders to consider and select the most promising opportunities and then develop and implement specific activities tailored to Mariposa County, for each of the primary strategy areas.

PRIMARY STRATEGY AREA 1: VALUE-ADDED PROCESSING

Value-added processing refers to activities related to transforming raw materials into finished products that can be marketed to end-users. For forest products, this could include harvesting, transporting, milling, manufacturing into household products, processing for energy production, selling to wholesalers, distributing to retail chains, and selling to end-users. This is sometimes referred to as the supply chain. At each step of the supply chain, value is added to the product and the employees and business owners who handle the different steps garner income from their role in the process.

Traditionally in resource-based economies, materials are exported out of the local economy in their "raw" state and very little of the additional economic activity associated with value-added processing is captured within the local economy. Local economic development strategies often seek to leverage their "base" economic activities, such as agriculture and forestry, by implementing strategies to increase the amount of value-added processing conducted locally, so that the local economy can capture the employment and income benefits of greater parts of the overall supply chain.

In Mariposa County, agriculture and forestry are two existing base industries that create opportunities for increased local value-added processing of which there is relatively little at this time. In the Mariposa County context, livestock raising is the most prominent component of private sector agriculture, which generates about $36.7 million in output per year. There is also a limited amount of local crop production on small farms. Forestry is an important activity on public lands, which comprise a large percentage of the total Mariposa County land area; however, traditional timber harvesting activity has contracted to just a fraction of its historical levels. Following are tactical approaches and example activities for value-added processing.

Tactical Approach 1.a.: Small-Scale Animal Processing for Local Livestock Producers

Mariposa County ranchers face a number of hurdles to shift from selling their animals into conventional wholesale meat production channels where the animals are shipped out of the county for processing and distribution. This includes lack of local processing facilities and lack of economies of scale, which can create barriers to viability and competitiveness. Individual local producers may not have sufficient production and processing volume to support their own dedicated processing facilities. These types challenges have been addressed in other communities through mobile meat processing units that can serve multiple small operations. Local animal processing at a scale that would be associated with a mobile-processing unit or other type of processing operation that is geared towards smaller local producers will typically

lack the economies of scale that will make locally-processed meat products directly cost-competitive with conventionally-processed and marketed meat products, such as what is typically sold in supermarkets. Recognizing these challenges, as well as the benefits of locally-produced and consumed farm products, the USDA has established the Value-Added Producer Grants (VAPG) program to help underwrite some of the costs that small producers incur.

- *Activity/Resource Example 1.a.i: Mobile Meat Processing Unit*

Location: Auburn, CA

Year Established: n. avail. Unit was shut down after long-time manager/operator relocated out of state.

Description: The Auburn Mobile Poultry Processing Unit was a 23-foot trailer that was outfitted for harvesting poultry. It was operated under the auspices of Nevada County Grown as a service to small producers who did not have sufficient volume to take their birds to larger processors. The processing unit had a manager who maintained the unit and transported it to farms for a daily fee. The former manager, Rob Bielen, provided guidance on use of the equipment and the farmers handled the actual processing. The unit operated under a USDA exemption for producers handling less than 20,000 birds per year, which alleviated some regulatory compliance requirements, but also limited the use of the processed meat for self-use or for direct-to-consumer sales.

According to the Niche Meat Processor Assistance Network, mobile meat processing units have varying success, but under the right circumstances and attention they have proven to be great tools to increase development of local

meat production, processing, and ultimate sale. The Nevada County unit shut down after its manager moved out of state and Nevada County Grown decided not to continue with the service; however, Mr. Bielen reports that he still regularly receives calls from small growers who are interested in using the service.

Funding Sources: Funding for this type of unit varies; some seem to be operated by a local government, and are therefore at least partially funded by public dollars. There are also federal grants, such as the Value Added Producer Grant (see below), that could potentially be applied to develop a similar facility. Rental fees previously covered the cost of maintaining and transporting the Auburn unit.

Geographic Scope: The Auburn unit served producers from a wide area, ranging from Redding to San Luis Obispo, and from the Sierra Nevada foothills to the Bay Area.

Results/Outcomes: The Auburn Mobile Poultry Unit's manager reported that the unit experienced strong demand from small producers, including households who raised chickens for their own use. He also indicated that one of the successes of the unit was the community of producers that coalesced around the use of the unit and shared information on poultry raising with each other and also coordinated group purchase of chicks, feed, and supplies to make their production more cost-effective. Other examples, such as the first USDA inspected slaughter unit belonging to Island Grown Farmers Cooperative in Washington have been very successful in revitalizing local economies. On an island off the coast of Washington state, the ranchers had little affordable options to process their meat. They attribute the success of the operation to the emphasis on scheduling and organization, requiring slaughters to be booked a year in advance whether or not the calf is born yet.

Mariposa Applications: Mariposa County could examine investing in a mobile meat harvest unit to offer as an alternative to larger, further away meat processing plants. This would benefit individual ranchers who would spend

much less on processing costs and transportation of animals, as well as the whole local economy from localizing the profits associated with processing, accompanied by the value added from local sales. The way the Auburn unit functioned with the manager also serving to educate producers on how to use the unit could be an avenue to provide education and outreach to small producers who may lack the knowledge necessary for success. One idea for the Auburn unit that was not implemented was an idea to establish a regular schedule for the mobile unit to park at the county fairgrounds and be set up for producers to bring their birds and process them at the fairgrounds. This would have reduced travel time for the mobile unit and provided small processors a set schedule for processing their birds. According to Mr. Bielen, this idea was met with approval of the fairgrounds and USDA regulators because it could be deemed an educational function for the producers who would still process their own birds, and because it tied in with the agricultural education mission of the fairgrounds.

URL: https://www.nichemeatprocessing.org
https://smallfarms.oregonstate.edu/what%E2%80%99s-holding-back-local-meat
https://ucanr.edu/sites/placernevadasmallfarms/livestock/poultry/mobilelivestock/poultryprocessor/
Contact: Roger Ingram, University of California Cooperative Extension, (530) 889-7385, rsingram@ucdavis.edu; Rob Bielen, 530-559-0161, bielen6@att.net

- *Activity/Resource Example 1.a.ii: USDA Value-Added Producer Grants – Gentz Cattle Company*

  Location: Winnie, TX

  Year Established: Ranch established in 1979, VAPG received in 2007

  Description: Gentz Cattle Company had been struggling with the hardships associated with running a small scale ranch since its inception. High land

prices, hard to access processing, and inconsistent schedules made it extremely difficult to turn a profit. Their primary trade was originally in live calves, but they saw they could increase profits by processing their meat and selling it to markets and locals. In receiving a Value Added Producer Grant, it enabled the company to feasibly access the one processing facility close enough that would process a herd of their size.

Funding Sources: USDA Value Added Producer Grants are federally funded and applied for on a yearly basis. In 2022, a total of $19.75 million had been allocated to the grants through various bills and legislation.

Geographic Scope: VAPGs can be applied for throughout the US.

Results/Outcomes: The grant for Gentz Cattle Company was applied to their processing fees, including transportation of animals, and advertising costs. The grant allowed them to access markets and audiences they may have otherwise never reached.

Mariposa Applications: Value Added Producer Grants have a lot of potential to remedy some of the specific problems Mariposa county is experiencing, creating more avenues for funding to go towards individual and collective processing and marketing efforts. The application process prioritizes at-risk and low-income populations.

URL: https://www.agmrc.org/business-development/
https://www.gentzlonghornbeef.com/

Tactical Approach 1.b.: Consumer Direct Sales of Locally-Produced Meats

Beyond local meat processing, consumer direct sales of locally produced meats is an opportunity to capture the retail margins from the food production value chain within the local area. This also creates the opportunity for producers to interact directly with their consumers to educate them about their products and create stronger customer relationships.

- *Activity/Resource Example 1.b.i: Buy Ranch Direct, Calistoga, CA*

  Location: Calistoga, CA (Napa County)

  Year Established: Unknown

  Description: Buy Ranch Direct is a website that sells meat raised and processed in Northern California, primarily from Diamond Mountain Ranch but also ranches in the Napa area that meat their quality standards. They offer distribution through farmers markets locally and in Southern California as well as delivery. They emphasize grass-fed, high-quality meat that is processed locally.

  Funding Sources: The website has a few partner farms listed, but the majority of their funding seems to come from meat and membership sales.
  Geographic Scope: BRD supplies farmers markets both near Napa and in Southern California, as well as delivering to many regions in CA and beyond.

  Results/Outcomes: Not many outcomes are listed online, but it can be assumed the Buy Ranch Direct website and Southern California distribution system has enabled both Diamond Mountain Ranch and smaller involved farms to have control over their sales and maintain much more of the profits. The website can increase their range and scope of sales drastically, also while maintaining a larger share of the profits.

  Mariposa Applications: Mariposa County could look to support cooperation between local ranchers and butchers/processors to create a network strong enough to support a distribution website such as this. An interview with a local rancher has indicated there is interest in this type of collaboration among local beef producers; however, there would be a need to address issues such as quality control standards if a single brand is marketing meats from multiple producers.

URL: https://buyranchdirect.com/

https://www.diamondmountainranch.com/gallery

Tactical Approach 1.c.: Brick and Mortar Butcher Shop

A traditional butcher shop that processes and sells meats from a variety of local producers is another opportunity to capture more of the meat supply chain value within the local community.

- *Activity/Resource Example 1.c.i: Ranchers Custom Butchering, Inc.*

  Location: Corning, CA (Tehama County)

  Year Established: Unknown

  Description: "Ranchers Meats is a family owned, locally operated butcher shop located in Northern California offering mobile slaughter services, custom cut & wrap, wild game processing and a large variety of retail meat." The shop indicates it offers its services around Northern California, and operates as a mobile slaughter unit, butcher, and distributor of meats.
  Funding Sources: Private business funded through charging for their processing services as well as meat sales.

  Geographic Scope: Northern California

  Results/Outcomes: Mobile processing and local butchering such as this has the potential to free local producers from dependency on large scale, far away and hard to access meat processors, while adding significant value to their meats from keeping it local and at the same time avoiding the necessity of operating their own processing facility. Ranchers can both save on transportation costs and gain more revenue due to the local nature of the processing and sale.

  Mariposa County Applications: A butcher shop that processes meats on a local scale and has a retail storefront could be extremely beneficial to Mariposa

County in addressing issues with accessing processing. Relying on a local butcher or butchers could enable Mariposa County to capture not only the value created from meat processing, but also the value created from distribution and sales.

URL: https://www.rancherscustombutchering.com/

Tactical Approach 1.d.: Use of Forest Bio-Mass for Energy Generation

Given the amount of forest land in Mariposa County, combined with the need for better forest management practices that will, among other actions, remove excess fuels from fire-prone areas, the use of forest bio-mass for energy generation represents an attractive economic development activity. Using local forest bio-mass for energy generation helps to reduce wildfire hazards, but can also create local economic activity by converting the forest-thinning by-products to a marketable product (electricity).

- *Activity/Resource Example 1.d.i: Mariposa Bioenergy Project*

  Location: Mariposa Industrial Park, 5673/5686 Copper Leaf Dr., Mariposa

  Year Established: Currently under development

  Description: 2.4 MW Bioenergy Facility

  Funding Sources: $27.5 million in private equity, grants, loans, tax credit investor equity

  Geographic Scope: Plant feedstock to come from within Mariposa County public and private lands

  Results/Outcomes: Project is projected to support 8 to 10 full-time plant employees plus another 20 to 30 year round jobs harvesting and transporting biomass to the plant

  Mariposa County Application: If this initial project is successful, the project could serve as a template for additional similar plants that would draw on the

extensive supply of forest biomass produced within the county and the ongoing need for forest vegetation management.

URL: http://mariposabiomassproject.org/index.html

Tactical Approach 1.e.: Manufacturing Products Using Locally Harvested Wood

While timber harvesting on the scale associated with Mariposa County's historic logging activity no longer occurs due to a number of factors; however, smaller scale, sustainable harvesting of local trees/biomass could be an opportunity to supply materials for new forest products in a way that helps the State meet its climate goals. Although the volume would likely only be a small fraction of historic timber harvest, the value added through local manufacturing could be substantial.

- *Activity/Resource Example 1.e.i: Financing for Forest Product Production*

  Location: CA statewide

  Year Established: 2021

  Description: $25 million for Forest Sector Economic Stimulus component of Wildfire and Forest Resilience Early Action Package for 2020-2021 (SB 85)

  Funding Sources: State General Fund

  Geographic Scope: State of CA via the CA Infrastructure and Economic Development Bank, Climate Catalyst Program

  Results/Outcomes: n.avail. – use of funds is pending

  Mariposa County Application: Financing from this program could be used to help finance projects such as the Mariposa Biomass Project and other local projects that would utilize biomass to create other marketable products, helping to achieve fuels reduction/forest resiliency goals as well as create new economic activity, including, but not limited to:

  (A) Clean energy production, except combustion biomass conversion.
  (B) Advanced construction materials.

(C) Forestry equipment needed to achieve the state's goals for forest and vegetation management treatments. Can also finance workforce training for related activities.

URL: https://www.ibank.ca.gov/climate-financing/climate-catalyst-program/

PRIMARY STRATEGY AREA 2: MONETIZING ECOSYSTEM SERVICES

As a primarily rural county, most of Mariposa County's land area is covered by farmland, grazing/rangeland, and forest. These landscapes provide a wide range of ecosystem services. Consultant Team member EcoMetrics is providing in-depth explanation and analysis of the value of ecosystem services that Mariposa County's working lands generate, so that information will not be repeated in this economic development strategy framework; however, EcoMetrics estimates the value to be approximately $18 billion per year.

One challenge with ecosystem services is that the benefits of ecosystem services are very diffuse and often there is no established means for the beneficiaries to pay for these services. In other words, ecosystem services are often "public goods". A challenge for counties like Mariposa whose working lands produce large quantities of ecosystem services is how to capture some of that value to benefit their local community members and their economies. A further challenge for Mariposa County is that large parts of the County that are producing these ecosystem services are owned and managed by public agencies, such as the U.S. Forest Service, the National Park Service, and the Bureau of Land Management. This limits the ability of a local community to influence the management of the land to benefit the local economy. In contrast, private landowners may have more direct means to capture economic benefits from their land, without the constraints that accompany public land ownership.

Following are some examples of potential opportunities to monetize ecosystem services provided by Mariposa County's agricultural and forest lands:

Tactical Approach 2.a.: Carbon Offsets to Fund Sustainable Working Lands Projects

With increased emphasis on slowing the effects of climate change at both the State and federal levels, there is recognition that maintaining working landscapes can help to sequester carbon. There may be increasing opportunities for funding that can be used to compensate landowners for implementing climate-friendly actions on their properties.

- *Activity/Resource Example 2.a.i: CA Air Resources Board Compliance Offset Protocols/AB 1757*

  Location: California

  Year Established: 2014/2022

Description: California Air Resources Board (ARB) has a set of established protocols to apply to various properties wanting to offer and sell their capture and storage of greenhouse gases as a cap-and-trade offset. The different types of projects include livestock, mine methane capture, ozone depletion substances, rice cultivation, as well as US Forest and Urban Forest projects. Each of these protocols outlines a process for quantification of the gasses stored or absorbed by the project in question, with certified Offset Project Operators tasked to report these quantities to an approved Offset Project Registry in order to receive ARB offset credits. AB 1757 passed in 2022 and requires various state entities including the ARB to collaborate in order to establish various climate goals to be achieved with nature-based solutions. This could be accomplished through some of the protocols listed above as well as justifying creation of additional protocols for other carbon offset activities that can contribute to achieving statewide GHG reduction goals. Additionally, although it does not directly pertain to ecosystem services, the California ARB's FARMER program could be a useful tool in increasing the opportunities for funding that can be used to compensate landowners for implementing climate-friendly actions on their properties. Local farmers could potentially secure funds to update their equipment for greater efficiency, saving on costs down the line, while also benefiting from reduced fuel expenditures.
Funding Sources: California state funded, supported by trading and purchasing of compliance offset credits. With approval of expanded carbon offset protocols, this may also create new opportunities for other types of private carbon trading, including voluntary carbon offsets.

Geographic Scope: California

Results/Outcomes: According to California Climate Investments, as of May 31, 2022, $420.8 million collectively allocated to the FARMER program with $240.6 million implemented and $165.8 million benefiting priority populations, leading to 168,225 MTCO2e estimated GHG emissions reductions.

Mariposa County Applications: Mariposa County agricultural operators could potentially benefit from financial compensation via carbon offset programs for climate-friendly agricultural practices and could also potentially utilize the FARMER program to under-write investments in greener, more cost efficient farm equipment and machinery.

URL: https://ww2.arb.ca.gov/our-work/programs/farmer-program/about
https://www.caclimateinvestments.ca.gov/farmer (outcomes source)

- *Activity/Resource Example 2.a.ii: Voluntary Private Carbon Offset Programs –*

  Location: National, international

  Year Established: n.a.

  Description: Voluntary carbon markets (VCMs) are systems that allow individuals, companies, and organizations to purchase and trade carbon credits, also known as offsets. These voluntary actions are typically motivated by corporate responsibility and environmental sustainability goals. These markets operate outside of regulated compliance markets, such as those established under the California Air Resources Board's Cap and Trade system.

  In a typical VCM, a seller generates a carbon credit by implementing a project that reduces or removes GHG emissions through activities such as renewable energy projects, forest conservation, or reforestation. The seller then sells the carbon credit to a buyer who can use it to offset their own emissions. The price of carbon credits is typically determined by market forces, and can vary depending on factors such as the quality of the project, the type of carbon credit, and the demand for offsets.

  Funding Sources: The buyers of the carbon offsets fund the carbon offset projects.

  Geographic Scope: Because climate change is considered a global problem, buyers and sellers in VCMs can be located anywhere in the world; however,

buyers of offset credits may be attracted to buying credits for projects that are more local, as the benefits of their purchases may seem more tangible and be perceived as creating other local benefits (i.e., co-benefits) beyond broader climate change benefits, such as creating local jobs, improving the local environment, etc.

Results/Outcomes: According to Boston Consulting Group, the voluntary carbon market is growing rapidly, expanding fourfold between 2020 and 2021, and is projected to increase from $2 billion in 2021 to between $10 and $40 billion by 2030.

Mariposa County Applications: Voluntary carbon offsets could be a mechanism to generate funding for local projects that reduce GHGs and bring other co-benefits to the local area. On a small scale, local individuals, businesses, and organizations may wish to informally "sponsor" local GHG reduction projects as a means of earning goodwill with the public. On a larger scale, local project developers could potentially find opportunities to work within established monitoring, reporting, and verification frameworks, such as the American Carbon Registry, to obtain offset credits that could then be sold through voluntary carbon trading platforms, such as Terrapass. This could facilitate funding for larger scale projects.

URL: https://www.bcg.com/publications/2023/why-the-voluntary-carbon-market-is-thriving
https://americancarbonregistry.org/
https://terrapass.com/

Tactical Approach 2.b.: Land Stewardship in Collaboration with Native American Groups

Related to federal and state interest in climate change, there is increasing emphasis on forest health and resilience to wildfires on public lands. In addition, there is greater awareness of the important historic role of Native American groups in the stewardship of the landscape and interest in cooperating with Native American groups in public land management. This extends not only to planning for public land management, but also in some cases directly hiring Native American organizations to help in actively managing public lands consistent with historic

Native American practices. This may create expanded opportunities for generation of local employment and income through the participation of Native American groups from Mariposa County in the stewardship of public lands within the County.

- *Activity/Resource Example 2.b.i: Southern Sierra Miwuk Nation Pollinator Team*

  Location: Mariposa County, CA

  Year Established: 2021; funded through next 5 years

  Description: The Southern Sierra Miwuk Nation (SSMN) and their mentor/habitat steward Heather Bernikoff have assembled a team of workers tasked with maintaining biodiversity in Mariposa County for the purpose of sustaining pollinators. They accomplish this through implementing Xerces Habitat Kits to restore habitats, as well as presenting educational opportunities and other outreach to the public.

  Funding Sources: Block grant of $486,000 from CA Wildlife Conservation Board.

  Geographic Scope: Mariposa County

  Results/Outcomes: The initial work and grant writing from Bernikoff and the SSMN resulted in this grant being awarded, meaning they can continue their efforts to restore habitat and increase wildlife resilience for at least the next five years. This can greatly benefit local environment through sustaining the biodiversity necessary to maintain a healthy ecosystem, including the extremely important focus of pollinators. The program also offers an employment opportunity directly to members of the local Indigenous community.

  Mariposa County Applications: This project could be expanded and extended further into the future, with a wider geographic scope within the county and include more workers to further grow the resulting economic benefits realized

by the SSMN. Similar stewardship programs could also be developed in the area based on the grants and strategies that the Pollinator Team used to secure the program funding.

URL: https://pollinative.blog/tag/southern-sierra-miwuk-nation/
https://pollinative.blog/2021/12/29/the-pollinator-team-expands-habitat/

- *Activity/Resource Example 2.b.ii: Stanford/USFS/Yurok and Karuk Tribes Cultural Burn Study*

Location: Northwestern CA, Yurok and Karuk Ancestral territory within Del Norte and Humboldt counties.

Year Established: 2019

Description: This study examined the cultural burns enacted by the Yurok and Karuk tribes centered around Hazelnut trees and stems for the purpose of wildfire fuel reduction along with improvement of a processible resource. The burns have proven extremely effective in reducing fuel and therefore wildfire frequency and strength, and also create a consistent cycle for new Hazelnut stems to grow, an essential component in the highly valuable traditional baby baskets

Funding Sources: National Science Foundation, the U.S. Joint Fire Science Program, Stanford's Department of Anthropology, the Stanford Office of the Vice Provost for Graduate Education's Diversity Dissertation Research Opportunity, Stanford School of Humanities and Sciences Community Engagement grant

Geographic Scope: see Location, above

Results/Outcomes: The study identified benefits of "cultural burn" practices in stimulating production of food and materials used for traditional basketweaving as well in forest fuel load reduction.

Mariposa County Applications: Restoration of similar indigenous cultural practices on public lands in Mariposa County could help to achieve a diverse range of goals, including increased production of materials and food significant to local indigenous culture, increased job opportunities in land stewardship activities, improved forest health and resiliency, and other co-benefits.

URL: https://news.stanford.edu/2019/08/27/traditional-fire-management-help-revitalize-american-indian-cultures/
https://www.sciencedirect.com/science/article/pii/S0378112719306826

Tactical Approach 2.c.: SB 852 Climate Resiliency Districts

Climate Resiliency Districts (CRD) are newly authorized in State law to allow formation of a type of special district that aims to address climate change at the local level, specifically to raise and allocate funding for projects that help with mitigation, adaptation, or resilience to various climate change effects such as extreme weather, wildfire, drought, and flooding. Mechanisms authorized for resiliency districts to fund such activities include property tax increment, special taxes, special benefit assessments, property-related fees, or other service charges or fees, subject to existing State law for establishing these types of revenue measures. Additional details on the legislation enabling CRDs is included in Appendix A.

- *Activity/Resource Example 2.c.i: Sonoma County Regional Climate Protection Authority*

  Location: Sonoma County

  Year Established: 2023

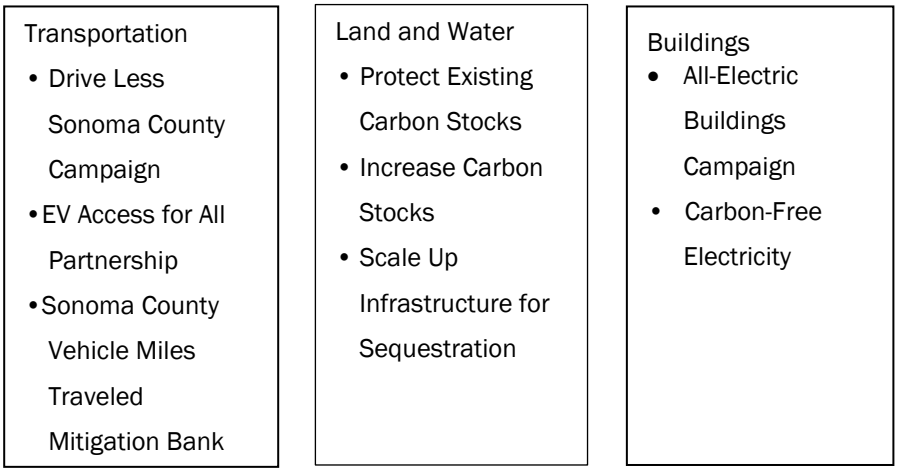
  Description: The Sonoma Regional Climate Protection Authority was originally established in 2009 as the first government agency specifically to address climate change. It did not have much funding or means of implementation then, but in the years following the program received more and more attention and support. By 2022, the authority had been recognized by many as a clear example of the goals and practices that are necessary to systematically

address climate change, and the RCPA worked with Senator Dodd to establish SB 852 and dedicate their organization as the first CRD.

Funding Sources: Funding options include those discussed in the SB 852 Climate Resiliency Districts introduction, above. The Sonoma County RCPA has outlined 2023 as the year to focus on funding priorities before dedicating 2024 to implementation. In addition, State grant programs such as the Regional Resilience Planning Grant Program administered by the Office of Planning and Research may provide resources for planning for the establishment of a CRD and/or helping to fund implementation projects managed by a CRD.

Geographic Scope: Sonoma County

Results/Outcomes: The Sonoma County RCPA CDR references their goals and initiatives in a presentation from February 2023:



Mariposa Applications: The Sonoma County RCPA is an example of what a CRD can look like. Mariposa could implement similar priorities to Sonoma, particularly regarding land and water use in relation to the abundant Mariposa County range and forest land as a carbon sink/sequestration option.

URLs: https://rcpa.ca.gov/
https://opr.ca.gov/climate/icarp/grants/regional-resilience-grant.html

PRIMARY STRATEGY AREA 3: AGRICULTURAL TOURISM

Agricultural tourism recognizes that agricultural activities and the associated landscape can be strong tourist attractions and that attracting tourists is an effective means to stimulate increased local economic activity through visitor expenditures in local retail, dining, services, and lodging establishments. Further, many agricultural communities have embraced agricultural tourism as a means to diversify and expand the income generated by farms, which can help to support the viability of primary agricultural operations. Agricultural tourism in Mariposa County could seek to leverage the County's foothills location and ranching/grazing activity to stimulate tourism.

Stakeholders who have given input to this project have repeatedly shared that Mariposa County is very attractive to visitors from California's more urban areas because of its authentic identity as a working ranch community in California's scenic foothills. This authenticity can be a strong asset in promoting agricultural tourism opportunities within the county. Such activities could include:

Tactical Approach 3.a.: Ranch/Farm Days

Special events that are hosted on farms and ranches can attract visitors from surrounding urban areas who are interested in visiting working farms and ranches, or who are attracted to a venue such as a county fairgrounds, to learn about agricultural products and practices. These types of events may be held at multiple times of the year and/or be focused on hosting specific groups, such as schoolchildren.

- *Activity/Resource Example 3.a.i: Day on the Farm, Santa Cruz County*

Location: Santa Cruz County Fairgrounds

Year Established: 2007

Description: The Agricultural History Project's "Day on the Farm" is "like taking a step back in time." The events at the Santa Cruz County Fairgrounds include: farm animals to see and pet; hay wagon rides with tractors; wooden cow milking; hay cutting from real oats, wheat and barley; kids (real) tractor driving; and crafts.

Funding Sources: The Agricultural History Project is a nonprofit organization. Admission to the Day on the Farm is a suggested donation of $5. The list of sponsors includes more than 30 local businesses that support the Day on the Farm event.

Geographic Scope: Santa Cruz County Fairgrounds in Watsonville

Results/Outcomes: Connecting the general public to farms and farmers appears to be beneficial for agricultural enterprises. Urban and suburban dwellers are attracted to this "alternative" way of life.

Mariposa County Applications: Farms and ranches in the Mariposa area could duplicate the format of the Agricultural History Project's "Day on the Farm" — which they also do on a smaller scale on the second Saturday of every month — by partnering with a nonprofit organization that aims to enhance the image and importance of local agriculture. Finding public space, such as the Mariposa Fairgrounds, and holding monthly events there to promote both the general area and specific farms/ranches could expand opportunities for agricultural enterprises.

URL: https://aghistoryproject.org/2nd-saturday-on-the-farm/ and on Facebook.

- *Activity/Resource Example 3.a.ii: Hoes Down Festival, Capay Valley*

Location: Capay Valley (Yolo County)

Year Established: ca 1987

Description: Annual festival hosted at Fully Belly Farm in the Capay Valley was conceived and established by area farm owners. Activities include music and dancing, food, a circus, camping, arts and crafts sales, sheep shearing and wool spinning demonstrations, pumpkin carving and gourd painting, farm animal petting zoo, ice cream making, farm tours, and educational workshops. Funding Sources: Admission fees, donations, silent auction, and volunteer staffing

Geographic Scope: Capay Valley

Results/Outcomes: The Hoes Down Festival was not held in 2022; however, as of 2017, the event reported hosting 5,000 to 6,000 visitors at it's 30th annual event and reported that activities at the event had raised about $1 million to support organic farming and local agricultural organizations. The event is currently featured on the VisitCalifornia website, visible to people planning visits to destinations all over California.

Mariposa County Applications: Such an event in Mariposa County could spotlight local ranches and farm products. The educational and fundraising aspects could tie in with other plan objectives for agricultural education. Stakeholders interviewed for this project have indicated that there are challenges around hosting on-farm events that would need to be addressed, such as property owner liability and food safety for actively crop growing operations.

URL: https://ucanr.edu/blogs/blogcore/postdetail.cfm?postnum=25301
https://www.visitcalifornia.com/event/hoes-down-festival/

Tactical Approach 3.b.: Annual Food-Related Festival

Tactical Approach 3.c.: Native American Educational Venues and Events

Educational and cultural activities are an opportunity to attract visitors to Mariposa County. This type of activity can leverage Mariposa County's working lands by focusing on the traditional practices of Native Americans and their relationship with the land via events to educate and build awareness of the County's Native American heritage, historic land stewardship practices, and traditional foods from the local area.

- *Activity/Resource Example 3.c.i: Owens Valley Paiute Shosone Cultural Center*

Location: Bishop, Inyo County

Year Established:

Description: The cultural center and museum showcases the art and ways of life of the Nuumu and Newe, and include: cultural displays; a memorial hall that pays tribute to Native American veterans and their families; environmental displays; and collections of artifacts, historical archives and media. The center also has a native garden and a walking trail through the tribe's Conservation Open Space Area (COSA). The center hosts events like storytelling, artist events and markets/sales on Earth Day, Memorial Day weekend and around the Christmas holidays.

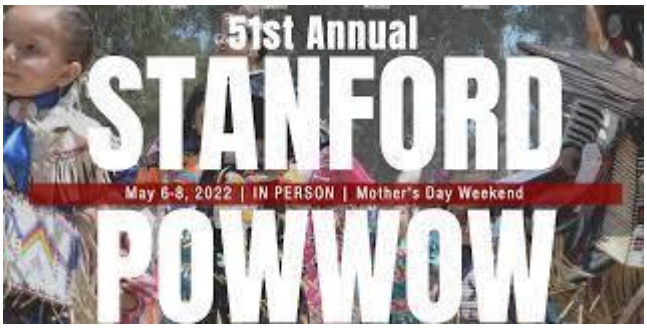
Funding Sources: It is unknown what kinds of grants or aid are given to or applied for by tribes, and what enterprises help financially support a cultural center (i.e. tribal casinos). The cultural center and museum are free to enter (donations accepted), and there is a gift shop.
Geographic Scope: 875 acres at the base of the Eastern Sierra Nevada mountains make up the Bishop Paiute Reservation.

Results/Outcomes: Tourism related to learning about indigenous people might be a draw for travelers. The Owens Valley Paiute Shoshone Cultural Center has many positive reviews online and seems to be a place people might be discovering while traveling through or past Bishop.

Mariposa County Applications: Implementing more educational programs and services related to the history of local indigenous tribes that exist in the county and historically throughout what is now Yosemite is a way to gain from the clout associated with the park, while providing historical context and indigenous education.

URL: https://www.bishoppaiutetribe.com/owens-valley-paiute-shoshone-cultural-center/ and Facebook

- *Activity/Resource Example 3.c.ii: Stanford Powwow, Palo Alto, CA*



Location: Stanford University

Year Established: 1971

Description: Stanford University sees 10,000 visitors a day and 250 dancers for its annual Mother's Day weekend event. It is entirely run by students who are part of the Stanford American Indian Organization and sees participation by more than 100 tribes, including dancers, singers and artists.
Funding Sources: Stanford University likely contributes money toward the event. Booth space costs between $450 and $1,850 for the weekend.

Geographic Scope: The powwow takes place at the Stanford University Eucalyptus Grove.

Results/Outcomes: Thousands of attendees from hundreds of tribes, along with the general public, congregate to celebrate the Native American and Indigenous culture and the values that have been passed down through generations. Along with cultural presentations, demonstrations and shows, there are many vendor booths selling food, arts/crafts and handmade items, as well as information booths about different tribes.

Mariposa Applications: Tourism related to learning about indigenous people might be a draw for travelers. A powwow weekend and its events would educate and build awareness of the county's Native American heritage, historic land stewardship practices, and traditional foods from the local area. On a much smaller scale, the Southern Sierra Miwuk Nation has a Mother's Day

weekend powwow.

URL: https://www.stanfordpowwow.com/

Tactical Approach 3.d.: Agricultural-Oriented Visitor Accommodations

When visitors spend the night in local accommodations, this increases the amount of visitor spending captured in the local economy; not just due to the spending on accommodations, but because overnight visitors will also tend to spend more on retail and services than day visitors due to the increased time that they remain in the county. On-farm accommodations, such as dude ranches, where visitors can learn about and experience the ranching lifestyle are an opportunity to create a new revenue stream for agricultural producers and to leverage Mariposa County's working lands for visitor-oriented economic growth.

- *Activity/Resource Example 3.d.i: V6 Ranch, Parkfield, CA*

Location: Parkfield, Monterey County

Year Established: Ranch bought in 1961; started as cattle ranch, added paying guests later

Description: A working cattle ranch of more than 20,000 acres that includes guest activities like riding tours, learning ranch skills, cattle drives and other western events and pursuits. The demand for places like this ranch appears to be high; as of Jan. 31, all V6 cattle drives for the entire year of 2023 were already sold out.

Funding Sources: This is a private enterprise, owned by a family who operates the ranch. Their income is from selling cattle and paying customers who participate in ranch activities.

Geographic Scope: Cholame Valley, Monterey County

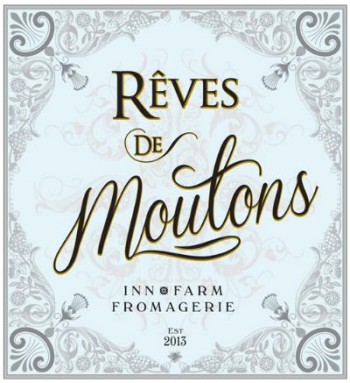
Results/Outcomes: There are economic development benefits from increasing the usage and profitability of existing ranches and farms, and tourism expands revenue streams. There is also a bonus outcome of educating people on the

benefits of ranches in their regions, including showing them the conservation efforts being made by farmers and ranchers.

Mariposa County Applications: Because Mariposa County has a substantial amount of ranching, looking at expanding tourism opportunities is a strong opportunity for ranchers to diversify their profits. Without having to change much of their standard operations and simply hiring knowledgeable people who can work with tourists organizing activities that are in high demand by tourists — horse-riding camps and tours, events at the ranch, cattle drives, western-themed holiday activities — ranch owners will earn new profits from existing land and assets.

URL: https://www.v6ranch.com/

- *Activity/Resource Example 3.d.ii: Reves de Moutons Inn, Farm, Fromagerie*



Location: Rêves de Moutons Farm in Paso Robles, San Luis Obispo County

Year Established: 2013

Description: The Rêves de Moutons Farm is a glamorous farm experience. They offer “luxury retro style campers with plush queen sized beds, fully equipped kitchens as well as an intimate community courtyard for hosting a group retreat or meeting our other guests. Daily farm tours and meet and greets with our flock of sheep and goats allows you to get the farm experience without

having to muck out the pens!" Visitors can participate in bottle-feeding animals, egg-gathering, gardening, helping with farm tours and other activities. Funding Sources: This farm is owned by a couple. The income appears to be from staying overnight at the farm, which ranges from $149/night to $399/night.

Geographic Scope: The farm is within 10 miles of Paso Robles and its restaurants and wineries.

Results/Outcomes: Farm visits and stays at actual farms offer visitors the opportunity to experience rural life. People connect with nature and with farmers and the food they eat.

Mariposa County Applications: Farms and ranches in the Mariposa area could duplicate the format of Rêves de Moutons Farm by adding camper trailers with little infrastructure costs, and allow people to experience the farm or ranch by simply participating in typical chores like gathering eggs or feeding animals.

URL: https://www.revesdemoutons.com/calendar, and other farm stay examples at https://farmstayus.com/

- *Activity/Resource Example 3.d.iii: Bar SZ Ranch, Paicines, CA*

Location: Paicines, San Benito County

Year Established: 2014

Description: This family owned and operated 2,200-acre ranch bills itself as being only a few miles to Pinnacles National Park. Experiences for visitors include horse trail rides, lessons in the horse arena, archery and skeet

shooting, and hiking and mountain biking. Guests can pay to stay overnight at the ranch in log cabins on the property or camp out.
Funding Sources: This is a private enterprise, owned by a family who operates the ranch. Their income is from paying customers who participate in ranch activities and book accommodations. They also do horse boarding and have weddings on site.

Geographic Scope: Paicines, CA (San Benito County), a few miles to Pinnacles National Park.

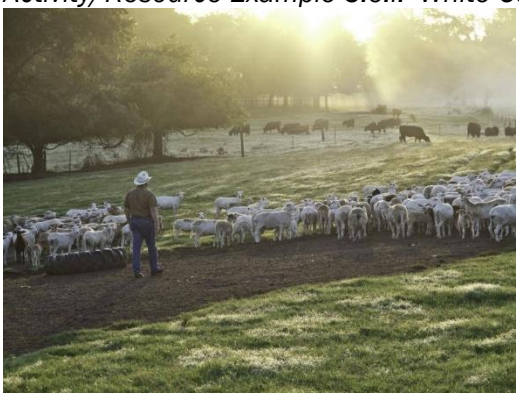
Results/Outcomes: There are economic development benefits from increasing the usage and profitability of existing ranches and farms, and tourism expands revenue streams. There is also a bonus outcome of educating people on the benefits of ranches in their regions, including showing them the conservation efforts being made by farmers and ranchers.

Mariposa County Applications: The Bar SZ is an interesting case study because it is so close to a National Park and Mariposa County boasts being next door to Yosemite National Park. Ranchers could mimic their model to potentially capitalize on some of the interest surrounding the national park, exploring the possibility of doing rides in or around the park.
URL: https://www.barszranch.com/

Tactical Approach 3.e.: Farmstands Selling Locally Grown/Produced Products

Like on-farm sales of meats and farmers markets, farmstands are a direct-to-consumer approach to selling locally grown produce. Farmstands create the opportunity for shoppers to see where their food is produced and interact directly with the growers to learn more about the products and how they are grown.

- *Activity/Resource Example 3.e.i: White Oak Pastures*



Location: Bluffton, GA

Year Established: 1866

Description: White Oak Pastures is a farm that raises and processes a wide range of livestock, including poultry, cattle, sheep, and goats utilizing regenerative agriculture techniques. In addition to a store selling farm-raised meats, eggs, cheeses, canned goods, and leather goods made for cows raised on the farm, it has an on-farm restaurant that serves visitors as well as their own employees. The farm also has a cabin rental and RV park operation for overnight visitors.

Funding Sources: Private. The farm charges $10 per person for group tours. RV camping is $49/night and cabins rent for $110 to $260 per night.

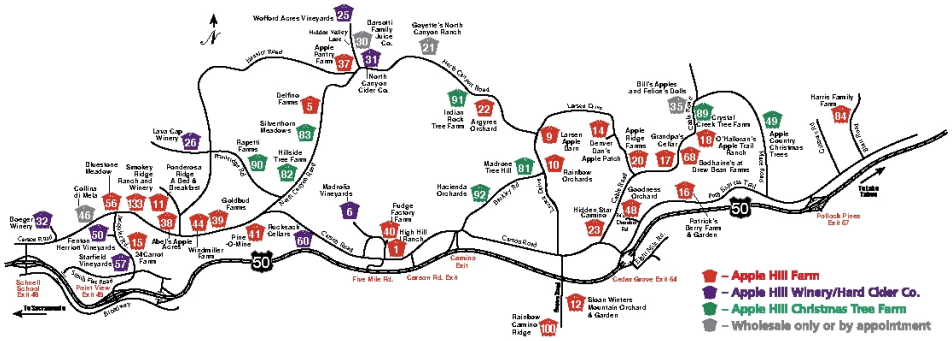
Geographic Scope:

Results/Outcomes: The farm's website indicates it employs over 150 people and makes a significant economic impact within its small rural community. The farm is designated as a Savory Hub by the Savory Institute, in recognition of its regenerative agricultural practices. The operation has been featured on Good Morning America, the Joe Rogan Experience podcast, Bloomberg, and CNN, among other media outlets.

Mariposa County Applications: Farms and ranches in the Mariposa area could follow the example of techniques used at White Oak Pastures as a means to enhance and expand their agricultural operations while also establishing new revenue streams from onsite sales of farm products processed and manufactured onsite. The farm is also featured on the Explore Georgia website, which provides a directory of destinations and trip planning ideas for visitors to Georgia.

URL: https://whiteoakpastures.com/pages/about-us
https://www.exploregeorgia.org/blakely/agritourism/farms-ranches/white-oak-pastures

- *Activity/Resource Example 3.e.ii: Apple Hill Growers*



Location: El Dorado County, CA

Year Established: 1965

Description: Apple Hill Growers is a grower organization that promotes the popular Apple Hill farm region in El Dorado County. Although the destination is busiest in the fall apple harvest season, the Apple Hill area is promoted year round as a network of dozens of participating businesses via a website, map of participating farms, smartphone app, and traditional media channels. Participating businesses include farms, Christmas tree growers, wineries, and lodging. Activities available to visitors include u-pick farms, kids activities,

sales of crafts and baked goods, wedding venues, on-farm food services, and wine and cider tasting.

Funding Sources: Private; website indicates some corporate sponsorship as well.

Geographic Scope: Western El Dorado County, primarily in the Camino area

Results/Outcomes: According to a December, 2020 article in the Sacramento Business Journal, a 2019 economic impact study commissioned by the County of El Dorado estimated that Apple Hill supports over 2,000 direct, indirect, and induced jobs, attracts 1.2 million annual visitors, and supports over $60 million in direct spending. In addition, an official from the El Dorado County visitor's authority indicated that the county sees about 40 percent of its hotel bookings in the fall, largely attributable to Apple Hill.

Mariposa County Applications: Apple Hill could serve as a model for how to promote Mariposa County agricultural operations as a unified agritourism destination. The Apple Hill Growers Association could serve as a model for an organization that could be established to oversee and manage promotion of Mariposa County agri-tourism. Information on the Apple Hill website indicates that the original by-laws for the Apple Hill Growers were adapted from a growers association in Southern California.

URL: https://applehill.com/
https://www.bizjournals.com/sacramento/news/2020/12/03/apple-hill-sees-the-biggest-year-ever.html?s=print

NEXT STEPS

Once the Agricultural and Working Lands Conservation Plan is adopted, local stakeholders will utilize the Plan as the basis to form more detailed plans to implement the Plan. For example, if the idea of expanding agritourism is embraced, local stakeholders might identify the need to update the County's land use policies to provide a regulatory framework to allow commercial overnight stays on ranch properties, or if it is determined that formation of an SB 852 Climate Resiliency District would be a valuable local tool, a more detailed work plan could identify the necessary steps for confirming the feasibility and establishing such a district. The process of developing detailed implementation plans will need to engage stakeholders so that parties responsible for follow-up actions can be identified and committed, funding sources can be targeted and secured to sustain the efforts over the long-term.

Appendix A: SB 852 Climate Resiliency Districts Background

Location: California

Year Established: Senate Bill from 2022 went into effect in 2023

Description: Senate Bill 852 gives local agencies the ability to propose and establish Climate Resiliency Districts. CRDs are defined regions that will fund projects for the purpose of "climate change mitigation, adaptation, or resilience, including sea level rise, extreme heat and cold, drought, wildfire risk, and flooding risk. Priority is given to projects that use natural infrastructure or that addresses the needs of under resourced or vulnerable communities," (Geoff Neill).

Funding Sources: CRDs have a variety potential of funding sources: Tax increment financing not coming from schools and with permission is one of the most prominent, along with revenue from user fees associated with infrastructure projects as well as a share of local sales taxes. CRDs also have access to funding through benefit assessments, special taxes, property-related fees, service charges, as well as gifts or grants from public or private entities. (Neill)

Geographic Scope: CA statewide; CRDs can be multi-jurisdictional

Results/Outcomes: As the program went into effect this year, it will be some time until the initial outcomes associated are quantifiable. One immediate result of SB 852 was to designate the Sonoma County Regional Climate Protection Authority as the first Climate Resilience District in CA.

Mariposa County Applications: As Mariposa County has a large stock of public as well as private land still in its natural undeveloped form, the region could potentially benefit greatly from some of its land being designated a CRD. This would enable the use of various funding sources for the purpose of projects to maintain and further this land's climate change mitigation potential, increasing its direct value and value to the surrounding community in the process. One interesting question would be if there is a path to generate revenue at the district level monetizing ecosystem services through the "service charges" funding source, but that may require further interpretation.

URL: https://www.lcwlegal.com/news/sb-852

APPENDIX B.

Ecosystems Services Assessment for the Mariposa County Agricultural and Working Landscape Conservation Plan, Ecometrics, June 2023

ECOSYSTEM SERVICES ASSESSMENT
for the Mariposa County Agricultural and Working Landscape Conservation Plan

Mariposa County, California

PREPARED BY: EDWIN PIÑERO, HUDA ELASAAD, TAYLOR MARSHALL, EMILY PIÑERO; ECOMETRICS LLC

PRODUCED FOR AND FUNDED BY: Mariposa County, California

EcoMetrics

April 2023

EcoMetrics Analysis Disclaimer

This report represents an analysis of potential benefit value inherent or created in accordance with the scope, steps, and caveats explained herein. This report is not a formal financial analysis that has been reviewed by financial auditors or is aligned with investment accounting principles. The results are intended to inform business decisions and to help create a business case for possible project investment. For cases where portions of an EcoMetrics report may be used more formally, such as to support carbon sequestration rates for entry into a registry program or a state regulated water quality trading program, specific methodologies would be used and noted accordingly in the report in the applicable sections.

Table of Contents

1. EcoMetrics Approach to Benefits Analysis 3
   1.1 Description of Model Valuations 3
2. Model Inputs 5
   2.1 Land Types, Acres and Corresponding Stock Carbon Estimates 5
   2.2 Financial Proxies 6
3. Model Results 7
   3.1 Model Results Summary 8
   3.2 Sensitivity Analysis 11
   3.3 Discount Rate Analysis 11
4. Limitations 11
   4.1 Primary vs Secondary Research 11
   4.2 Environmental and Economic Systems are Dynamic 11
   4.3 Refinement of Current Inputs an Identifying Missing Outcomes 12
5. Next Steps 12

Appendix 1. References 13

1. EcoMetrics Approach to Benefits Analysis

Ecosystem Services represent the goods and services nature provides to humans and society. These services comprise a wide variety of benefits and reflect nature-based solutions to address community and societal needs. As with other types of goods and services, these benefits can be quantified and valued, in monetary terms. In order to accurately compare natural settings to built-environment options, there needs to be the ability to compare dollars to dollars.

In order to inventory ecosystem services, there needs to be an understanding of the various land uses in the context of the overall area. In order to determine the value to be created by the proposed plan, it is important to understand current vs future ecosystem services provision.

When describing ecosystem services, one must consider the current value already provided, as well as additional future value based on changes or activities that may occur. Future actions can create additional value, or may be intended to preserve current value from being lost. The analysis for Mariposa County was conducted in two parts to address creating value as well as preserving current value through future actions. The first consists of a traditional meta-analysis Ecosystem Services study in order to estimate and quantify the annual ecosystem services currently provided by the natural landscapes of the county. The second value provided is an estimate of the future social value that is preserved as a result of the landscapes remaining as they are for three key environmental parameters (carbon, nitrogen, and phosphorus). This value can be interpreted as the social value related to those attributes that would be lost if this landscape was degraded or converted to developed land use. It is important to consider this "preserved value" in decision-making because a planned activity may actually result in "lost value" that already existed, making the case for conservation of current land use as an option.

1.1 Description of Model Valuations

To value the land, EcoMetrics has selected relevant and material ecosystem services as described in the table below (Table 1). These services have been defined and studied extensively in academic literature. In essence, a land type might provide a combination of different benefits based on its inherent qualities (for example, trees in a forest provide high levels of carbon sequestration while wetlands can effectively dampen storm effects, etc.). Not all land types are assigned all benefits, and some land types may have greater values for certain benefits as compared to others. To help standardize the values across the many land types in this study, services values were assessed on an annual "per acre" basis, and each land type had its own corresponding suite and magnitude of values for the services listed below.

Services may be sorted in any way that aids the interpretation of the results. Typically, Ecosystem services are sorted by type of service, mainly provisioning, regulating, supporting or informational services. Provisioning services describe the physical materials obtained from the land, such as food, fuel and raw resources. Regulating services describe the benefits that the land provides by self-regulating natural processes, such as water and climate regulation. Supporting services are the habitats and spaces that support biodiversity, pollination and productive soils. Finally, informational services reflect the services that are unique to the way humans interact with nature itself, such cultural, recreational, and aesthetic value. In addition to these 4 Ecosystem Services categories, we have also included "Preserved Value", which can be interpreted as the inherent value provided to communities by avoiding the social

costs that may associated with landscape degradation or conversion. These are a result of the landscapes natural capacity to retain carbon, nitrogen and phosphorus.

Table 1: Ecosystem Services Descriptions

Ecosystem Service Type	Ecosystem Service	Description*
Regulating	Soil Formation	Accumulating soils (e.g., via plant matter decomposition or sediment deposition in riparian/coastal systems) for agricultural and ecosystem integrity
	Soil Stabilization	Retaining arable land, slope stability, and coastal integrity, erosion control
	Water Regulation	Regulating the rate of water flow through an environment and ensuring adequate water availability for all water applications
	Storm/Disturbance Regulation	Storm protection, flood control, drought recovery and other aspects of habitat response to environmental variability mainly controlled by vegetation structure.
	Waste Treatment	Recovery of mobile nutrients and removal or breakdown of excess or xenic nutrients and compounds
	Biological Control	Providing pest, weed, and disease control
	Climate Regulation	Regulation of global temperature, precipitation, and other biologically mediated climatic processes at global or local levels
	Air Quality	Providing clean, breathable air by the removal of other GHG pollutants such as nitrogen dioxide, sulfur dioxide and ozone
Supporting	Pollinator Populations support	Pollinating wild and domestic plant species via wind, insects, birds, or other animals, mainly for agriculture
	Nutrient Cycling	Storage, internal cycling, processing, and acquisition of nutrients, primarily for soil fertility
	Habitat and Biodiversity	Providing shelter, promoting growth of species, and maintaining biological diversity. Includes plant nursery services
	Genetic Resources	Genetic materials and evolution in wild plants and animals to improve crop resistance to pathogens and crop pests, health care
	Natural Regeneration	Seed dispersal support for trees by mammals, birds and wind
Provisioning	Water Supply	Providing long-term reserves of usable water via storage in lakes, ponds, aquifers, and soil moisture
	Raw Materials	Providing fuel, fiber, fertilizer, minerals, and energy
	Medicinal Resources	Providing traditional medicines, pharmaceuticals, and assay organisms
	Ornamental Resources	Providing resources for clothing, jewelry, handicraft, worship, and decoration
	Food Provisioning	Producing crops, fish, game, and fruits
Informational	General Recreation	Experiencing the natural world and enjoying outdoor activities
	Cultural Value	Providing opportunities for communities to use lands with spiritual, religious, and historic importance
	Aesthetic Value	Enjoying and appreciating the scenery, sounds, and smells of nature

	Existence Value	Well-being gained by the knowledge that an environmental resource exists, even without on-site use of that resource
Preserved Value	Phosphorus Retention- social value	The social value of marginal or retained P can be measured by the loss of tourism, infrastructure water treatment and capture costs and health impacts
	Nitrogen Retention- social value	The social value of marginal or retained N can be measured by the loss of tourism, infrastructure water treatment and capture costs and health impacts
	Carbon - social value	The social cost of carbon is inclusive of various economic damages by carbon emissions, such as impacts on the environment, agriculture, and human health.

** Select services descriptions adapted from Costanza, 1997& FEMA, 2022*

2. Model Inputs

The following section describes the key model inputs. All references for this section and for data inputs may be found in the Appendix.

2.1 Land Types, Acres and Corresponding Stock Carbon Estimates

The following table (Table 2) shows the distribution of county acres across the various land types included in this study. This data is adapted from the TerraCount Model developed in parallel by Tukman Geospatial, LLC for Mariposa County. This model provided the base map to which EcoMetrics LLC assigned benefits, as well as the stock carbon estimates (expressed as CO_2 equivalents) used to calculate the social value of carbon. The TerraCount model uses a series of spatial overlays to calculate both above/below ground and soil carbon for each identified land type. The result includes an overflow of acres that is later adjusted in the calculations to reflect the total acreage of Mariposa County. This was accomplished by subtracting the average value estimated per acre multiplied by the total overflow acres presented here from the total. A trends analysis of projected carbon stocks changes with time was provided. As a result, the 2016 values were used in this analysis as an appropriate estimate for current carbon stock values. A more detailed description of the TerraCount model and the methods used can be found in the online Mariposa County TerraCount Tool page (see references).

It is important to note that Grazing and Range Lands were not classified distinctly in this analysis. Due to the complexity associated with herd movement, leased and private lands, privately contracted grazing to parties outside of the county, grazing practices as well as the intensity of grazing at any given location, more refined input from local cattle associations or the agricultural extension campuses would be necessary. To date, there is no comprehensive tracking available to more precisely gauge the active grazing land acres in a given year. To align with the TerraCount model, grazing land was assumed to be included in the grasslands land type category (as also suggested by the NLCD and California Dept. of Conservation's land classification definitions). Local experts suggest that this assumption could be appropriate for the time-being, pending further data collection and validation (see suggested Strategies section). This is primarily due to the fact that peak active grazing season in the county is relatively short (often under 3 months of the year), and field observations have shown that, as compared to other grazing heavy counties, a larger percentage of natural vegetation often remains on the land after the cattle have moved on. The potential effects that misclassifying grazing land as grasslands may have on the valuation model includes overestimating values for nutrient retention and soil carbon (thus social carbon, nitrogen

and phosphorus value). However, grazing land would in turn have other value in terms of agricultural attributes that grasslands do not provide. This issue is addressed and further discussed as part of the sensitivity study (Section 3.2).

Table 2: Land Cover Type Acreage

Land Types		Total CO2 (tons/acre)	Acres
Barren Land		877,325	5,518
Cultivated Crops		24,301	181
Forest	Deciduous	2,606,205	15,606
	Evergreen	124,952,039	419,302
	Mixed	2,860,395	12,601
Developed	High Density	4,848	56
	Medium Density	28,239	235
	Low Density	187,051	1,346
	Open Space	1,911,381	11,310
Grassland/Herbaceous*		26,086,708	228,831
Water	Open Water	81,651	4,803
	Perennial Ice/Snow	1,883	17
Shrub		44,340,952	253,377
Wetlands	Woody Wetlands	136,202	655
	Emergent Herbaceous	172,596	872

**Grasslands in this analysis is inclusive of rangelands, see detailed information on the classification of grasslands in section 2.1*

2.2 Financial Proxies

For attaching values to the land types, a meta-analytic function transfer valuation approach is used based on available data. The goal was to find the most up to date peer-reviewed materials to use for the calculation of financial proxies. Where possible, the most regionally specific calculations, as available, were used beginning with local and regional information and expanding to the U.S. national level. Peer-reviewed figures from federal and state agencies were prioritized, depending on dates they were produced. Where these criteria could not be met for peer-reviewed proxies, recent international reports were used to make calculations, particularly for some of the more intangible benefits. Many of these values were drawn from data sources that have met the standard of social value as established by Social Value International and priority was given to projects that have been assured by this organization. The values were then adjusted by EcoMetrics LLC to reflect the circumstances of Mariposa County and the social conditions of California.

Proxies were adjusted, as needed, to standardize units, currency and inflation. Other corrections made to proxies include adjustments for formula inputs such as population density, erosion and soil nutrient retention rates to align with the current project context. To avoid potential double counting between similar or overlapping outcomes, a small selection of applied outcomes was corrected as well. For multiple proxies deemed appropriate across different data sources for an outcome, an average was computed and applied. The minimum and maximum values in the range of study data were then applied

to the sensitivity analysis. Negative values for some outcomes were calculated as part of the net valuation results.

Most land types utilize distinct proxies in the calculations based on the nature and availability of data. For land types where there was limited or no data available, the value was not included in the analysis. While perennial ice and snow land types do indeed provide value, there is a lack of data available to compute a sound valuation at this time. The valuation for developed land was also not included in this analysis (with the exception of carbon social value) due to the fact that many of those valuations are heavily guided by local expertise on the local context, obtained with more comprehensive stakeholder engagement. Generally, relative to an undeveloped land baseline, developed land would see negative values for water quantity, erosion control and waste treatment, while seeing positive values for culture, education, and so on. Given the very small percentage of developed land in Mariposa County (under 1%), these valuations would not have a significant effect on the total valuation.

In addition, to avoid potential overlap or double counting with the agricultural valuation conducted and presented as its own section in the master report, only a few relevant proxies were selected to apply to the cropland land type (in particular, excluding agritourism and food provisioning). This does not reflect the full value of agricultural lands in Mariposa County. In order to fully estimate the ecosystem services provided by cropland, it would be important to survey the current farming practices deployed in the County (whether they be more conventional or sustainable with regards to tillage, nutrient application and water use, as that would steer the values for soil erosion, water supply, nutrient retention and air quality).

In other cases, assumptions were made, guided by research, on the general characteristics of the land type and composition of mixed land characteristics. As an example, shrubland has been generally undervalued (or not valued at all) with regards to ecosystem services studies, as they have often been perceived only negatively as grassland encroachment landscapes. However, more recently, studies have begun to evaluate the benefits associated with shrublands. Being considered a transition or intermediate land type between woody forests and grasslands, averages were used where appropriate, particularly for those outcomes dependent on soil and hydrological characteristics. For other outcome categories, research shows that shrubland aligns more closely with grassland or forests, such as recreation, biodiversity and air quality.

3. Model Results

The following tables summarize the results of the model by outcome and land type. Values presented in this study are in 2022 $USD.

Table 3: Financial Summary

	Baseline Model	Low Range	High Range
Annual Ecosystem Services Value ($BN/year)	$7.5	$5.6	$9.1
Discount Rate Applied (3% over a 50 Year Horizon)	$192.6	-	-
Preserved Social Value ($BN)	$11.4	-	-

3.1 Model Results Summary

The total value of annual ecosystem services provided by natural lands estimated for Mariposa County is $7.5 BN per year, with a range of $5.6 and 9.1 BN on the low and high end, respectively. In addition to the purely environmental services provided by these landscapes, such as biodiversity, water regulation, etc., a notable proportion of the value was provided by services that represent the way humans interact with our environment including cultural value, aesthetic value, existence and general recreation value (Figure 1). Figure 1 also shows the critical value the natural lands of Mariposa County provide as a carbon sink.

In Mariposa County, forests are the highest contributor to the total value of annual ecosystem services, followed by grass and shrubland, as assumed to include active grazing land (Figure 2). These values reasonably fall in the range of published studies in peer-reviewed literature.

The preserved social value calculated was $11.4 BN. This value represents the social costs avoided by retaining all the carbon, nitrogen and phosphorus in the landscapes. These social costs are calculated using the marginal costs of each ton of CO_2 or pound of nitrogen or phosphorus that would be released into the environment if the land is degraded or lost to development. This value does not reflect an annual flux or accounting of annualized ecosystem services, but rather, is a natural bank of avoided social cost that would only change if the land were to change. In other words, considering not only creating value but preserving existing value can make the case for the continued conservation of established carbon and nutrient sinks in the landscape.

Tables 4 shows the valuations by land type for the select services presented in this study. For the purposes of this analysis, the total annual ecosystem services value of cropland and developed land was not included. A blank space in the table should not be interpreted as a zero or no value, but rather a result of a lack of available data to support the specific valuation for that land type and service. The total valuation presented in Table 3 is the corrected total, adjusted for acres.

Examining the value of key land types per acre reveals that although one land type may provide relatively less value to the estimate as a whole due to the lower acreages identified in the county, that land type may have a higher density of ecosystem services. An example of this would be wetlands, which have a significant per acre value, though is relatively a much smaller proportion of the overall land types in the county. It is important to note that any direct comparisons across land types is done with caution, as different land type valuations are derived from potentially different parameters and have different levels of data availability and limitations. In addition, some land types which may appear to have lower values could be an integral part of the health of the overall ecosystem, as these land types are extremely dynamic and interactive. In the scenario planning phase, this model can be configured to account for the tradeoffs between land type conversions

Table 4: Ecosystem Services and Social Value by Outcome and Land Type Summary

Ecosystem Services	Barren Land	Cultivated Crops	Grassland/ Herbaceous	Shrub	Forests	Wetlands	Open Space	Open Water	Perennial Ice/Snow	Developed
Climate Regulation	$56,171		$10,031,300	$23,778,558	$64,376,858	$226,770	$7,466,872	$830,529		
Soil Stabilization	-$10,098	-$6,250	$12,094,896	$86,313,742	$281,237,939	$2,274,276	$952,750			
Soil Formation	$230,146	$544	$869,923	$3,226,298	$9,695,193					
Water Supply	$28,251		$7,846,607	$13,752,131	$33,232,378	$23,439,672		$27,748,933		
Waste Treatment	$27,037		$34,623,926	$41,794,109	$79,920,099	$6,942,404		$7,037,373		
Nutrient Cycling	$1,821				$76,454,768	$1,494,373				
Biological Control	$4,138	$3,478	$11,182,960		$18,926,410	$827,005				
Pollinator Support & Natural Regeneration		$2,029	$53,169,104	$29,436,210	$369,190,646		$4,275,160			
Habitat & Biodiversity			$158,758,488	$87,894,054	$222,675,298	$3,591,173	$71,944,833	$14,036,983		
Genetic Resources					$5,722,387	$1,018,939				
Existence Value					$3,639,805,674					
Raw Materials & Other Resources			$7,060,711		$39,500,905	$435,866				
Water Regulation			$1,767,031	$1,180,787	$715,298	$2,454,422	$1,194,235	$20,903,229		
Storm Protection			$803,196	$62,069,985	$217,682,708	$12,718,381	$3,859,859	$9,723,066		
Cultural Value		$12,543			$3,383,168	$3,668,626				
Aesthetic Value		$7,104	$21,839,517	$24,182,187	$713,848,490	$1,637,639	$31,132,569	$806,460		
General Recreation	$51,757		$1,369,140	$143,207,694	$252,930,488	$4,161,502	$28,691,942	$4,049,834		
Air Quality - Other GHG			$1,376,554	$98,043,622	$343,633,227	$162,275	$2,455,163			
Food Provisioning			$76,958,535		$76,469,268	$4,890,644		$465,970		
TOTAL	**$389,223**		**$399,751,890**	**$614,879,377**	**$6,449,401,205**	**$69,943,968**	**$151,973,383**	**$85,602,376**		
Preserved Value										
Carbon - social value	$44,743,575	$1,239,351	$1,330,422,108	$2,261,388,552	6651350589	$15,748,698	$97,480,431	$4,164,201	$96,033	$11,227,038
Nitrogen - social value		-$69,305	$460,398,360	$111,070,284	311860087	$463,267	$22,755,160			
Phosphorus - social value		-$40,450	$275,619,800	$33,909,426	39926755	$102,147	$13,622,492			
TOTAL	**$44,743,575**	**$1,129,596**	**$2,066,440,268**	**$2,406,368,262**	**$7,003,137,431**	**$16,314,111**	**$133,858,083**	**$4,164,201**	**$96,033**	**$11,227,038**

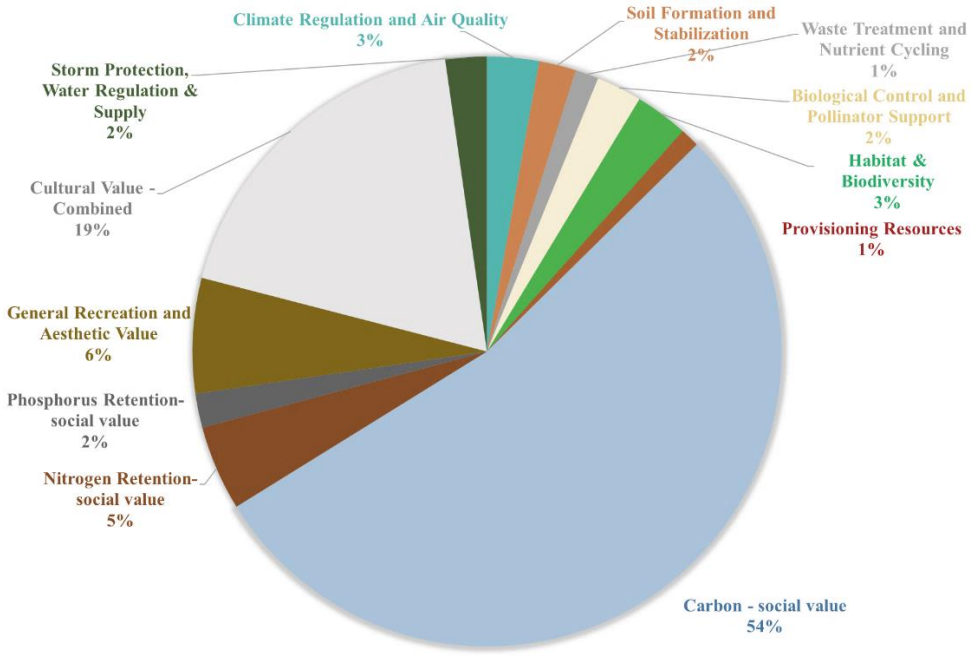


Figure 1. Relative Contributions to Total Value by Outcome

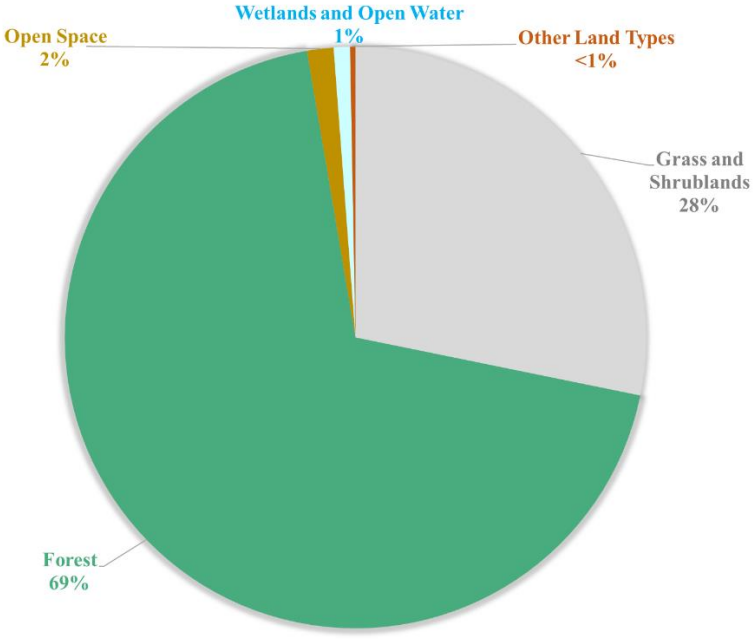


Figure 2. Relative Contributions to Total Value by Land Type

3.2 Sensitivity Analysis

For this analysis, the Annual Ecosystem Services model was assessed under a Low and High Sensitivity scenario which focused on key valuation proxies. For this analysis, land acres numbers and carbon values remained constant. In the Low Sensitivity model run, it is assumed that half the land assigned as grasslands is active grazing land, and environmental value inputs (such as air quality, water outcomes, etc.) were reduced to the low-end range of the proxy data, including the social values for nitrogen and phosphorus. Consultation with local experts suggest that this is an appropriate preliminary approach, although the uncertainty around the acreages of active grazing land still remains high. In the High Sensitivity model, the higher end value inputs and proxies for environmental outcomes were applied. Total value ranged from $5.6 BN on the low end to $9.1 BN on the high end.

3.3 Discount Rate Analysis

The discount factor shows the difference in value to future generations. A lower rate implies that a dollar 50 years from now is more similar to a dollar today, in terms of value. The higher rate implies the dollar is worth more now than it is in the future. This analysis is often conducted to help policy makers and project planners understand the future net benefits of an initiative. Particularly with nature-based solutions, the time scale for change is often a long one. Thus, a horizon of 50 years was selected. The discount rate selected here is within the range applied in studies by the Interagency Working Group on the Social Costs for Greenhouse Gases. Over a 50-year horizon and 3% discount rate applied, the total valuation is $192.6 BN. It is important to account for the discount factor in future planning scenarios. Table 4 does not reflect discounted valuations, thus should be viewed as a “snapshot” valuation of the land as it is now.

4. Limitations

4.1 Primary vs Secondary Research

Given the practical constraints of this phased approach, obtaining primary research studies for all the proxies included was not feasible. To provide a robust report given these limitations, extensive research was conducted in order to apply a range of appropriate social and ecosystem services proxies where direct study inputs are not available. The credibility of the sources that are referenced are highly scrutinized, primarily peer reviewed academic journal articles or publications by highly regarded and established organizations such as governments and foundations. Despite the high standards of research, there may always be gaps in research, dynamic and changing landscapes from when the regional research might have been conducted, issues of regional applicability, and other financial and economic factors that may influence the study. In general, the meta-analysis and benefits transfer approach is a widely accepted economic method of valuation, despite its limitations.

4.2 Environmental and Economic Systems are Dynamic

It is important to note that both environmental and economic systems are dynamic and can be difficult to predict. Environmental systems can be sensitive to unanticipated climate events, such as wildfires and destructive flooding. The aftermath could have significant impact on the ecosystem services valued. This model can only project with some level of uncertainty. However, understanding the general magnitude of

the numbers and the relative differences in values across land types or land management scenarios, despite the uncertainty, can offer meaningful aid in decision and policy making processes.

4.3 Refinement of Current Inputs an Identifying Missing Outcomes

Refinement of current valued services, with the collaboration of onsite field experts and relevant academic groups, could lead to the integration of more precise data in this model. In addition, further engagement with local experts and stakeholders may identify more outcomes of value than represented here.

5. Next Steps

Understanding the inherent value in the County's natural landscapes allows for a more comprehensive ecosystem approach to planning and decision-making. Ecosystem services models such as this can be a meaningful tool in scenario building and assessments. The analysis can support planning in the following ways:

- Provide net value added of land type transition or land use change
- Illustrate the costs-benefits and tradeoffs between scenarios considered
- Optimize for specific outcomes (such as carbon capture or job creation)
- Provide the ability to measure both market and non-market ROIs of activities or projects planned
- Provide the ability to predict change in value with time

In the context of sustainable agriculture, this model construct could help predict changes in the following outcomes (but not limited to):

- Carbon sequestration potential
- Market value of carbon credits
- Nutrient retention and loss value
- Market value of water quality credit
- Increase in agri-tourism and education opportunities
- Improvements in soil health, water use and air quality

This model can also be integrated with the agriculture specific economic analysis to better understand the synergies and trade-offs between working and natural lands.

Appendix 1. References

Bestelmeyer, B. et al. (2018) The Grassland–Shrubland Regime Shift in the Southwestern United States: Misconceptions and Their Implications for Management, *BioScience*, Volume 68, Issue 9, September 2018, Pages 678–690

Brunson, Mark (2014) Unwanted No More: Land Use, Ecosystem Services, and Opportunities for Resilience in Human-Influenced Shrublands, Rangelands, Volume 36, Issue 2, Pages 5-11

California Air Resources Board (2018). An Inventory of Ecosystem Carbon in California's Natural & Working Lands. Retrieved from https://ww3.arb.ca.gov/cc/inventory/pubs/nwl_inventory.pdf

California Dept. of Conservation (2022) Farmland Mapping & Monitoring Program. Retrieved from: https://maps.conservation.ca.gov/dlrp/ciftimeseries/

Costanza, R., et al (1997). The value of the world's ecosystem services and natural capital. Nature, 387(6630), 253–260

de Groot, R., et al. (2012). Global estimates of the value of ecosystems and their services in monetary units. Ecosystem Services, 1(1), 50–61

Dube, B. et al. (2022) Valuation of soil health ecosystem services: Vermont Payment for Ecosystem Services Technical Research Report #5, Version 2. The University of Vermont

Ducnuigeen, J (1997). Relative Nutrient Requirements of Plants Suitable for Riparian Vegetated Buffer Strips, Virginia Dept. of Env Quality

Federal Emergency Management Agency (2022). FEMA Ecosystem Service Value Updates

Gopalakrishnan, V., Hirabayashi, S., Ziv, G., & Bakshi, B. R. (2018). Air quality and human health impacts of grasslands and shrublands in the United States. Atmospheric Environment, 182, 193–199

Interagency Working Group on Social Cost of Greenhouse Gases, United States Government. (2021). Technical Support Document: Social Cost of Carbon, Methane, and Nitrous Oxide Interim Estimates under Executive Order 13990

Johnsen, R. et al. (2018) Evaluating Ecosystem Services Values and Return on Investment of Conservation Easements held by the California Rangeland Trust

Kaval, P. and John Loomis, (2003) "Updated Outdoor Recreation Use Values with Emphasis on National Park Recreation," USDA Forest Service

Krieger, D. (2001) "The Economic Value of Forest Ecosystem Services: A Review", The Wilderness Society

Lawson, D. and Keeley, J. (2019) Framework for monitoring shrubland community integrity in California Mediterranean type ecosystems: Information for policy makers and land managers, Conservation Science and Practice, Volume1, Issue11

Li, K.; Zhang, B. Spatial and Temporal Evolution of Ecosystem Service Value in Shaanxi Province against the Backdrop of Grain for Green. Forests 2022, 13, 1146

Mariposa County Department of Agriculture (2020) Annual Agricultural Crop & Livestock Report https://www.mariposacounty.org/DocumentCenter/View/90159/2020-Annual-Crop-and-LIvestock-Report

Mariposa County Planning Department (2022) Mariposa TerraCount – Mariposa Landscape Inventory Report – Prepared by Tukman Geospatial, LLC

Mariposa County Planning Department (2013) Farmland Mapping and Monitoring Program and the Midpines Area
http://www.mariposacounty.org/DocumentCenter/View/20267/130503Midpines_DeptofConsvFarmlandMapping?bidId=

McArthur, E. et. al. (2007) Shrubland ecosystems: Importance, distinguishing characteristics, and dynamics. In:. Proceedings: Shrubland dynamics -- fire and water; U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station. p. 3-10

Multi-Resolution Land Characteristics (MRLC) Consortium (2022) National Land Cover Database Class Legend and Description
https://www.mrlc.gov/data/legends/national-land-cover-database-class-legend-and-description

Sauer, A. (2002) "The Value of Conservation Easements: The Importance of Protecting Nature and Open Space," West Hill Foundation for Nature, Inc.

Schilling, B. J., Attavanich, W., & Jin, Y. (2014). Does Agritourism Enhance Farm Profitability. Journal of Agricultural and Resource Economics, 39(1), 69–87

Shaffer, S., & Thompson, Jr., E. (2015). A New Comparison of Greenhouse Gas Emissions from California Agricultural and Urban Land Uses. American Farmland Trust

Swinton, S.M., Jolejole-Foreman, M.C., Lupi, F., Ma, S., Zhang, W., & Chen, H. (2015). Economic value of ecosystem services from agriculture. In The Ecology of Agricultural Landscapes: Long-Term Research on the Path to Sustainability (pp. 54-76). New York, NY: Oxford University Press

Turnbull, L. et al (2009) Changes in hydrology and erosion over a transition from grassland to shrubland, Hydrological Processes 24(4):393 – 414

US Dept of Energy (n.d.), Nature and Ecology: Shrubland
Accessed from: https://ecology.fnal.gov/shrubland/

Underwood, Emma & Safford, Hugh & Molinari, Nicole & Keeley, Jon. (2018). Valuing Chaparral Ecological, Socio-Economic, and Management Perspectives: Ecological, Socio-Economic, and Management Perspectives

U.S. EPA (2020) Percent Land Area in Estimated Floodplains Classified as Shrubland
https://enviroatlas.epa.gov/enviroatlas/DataFactSheets/pdf/ESN/Percentageoflandareainestimatedfloodplainsshrubland.pdf

U.S. EPA Office of Water. (2015). A Compilation of Cost Data Associated with the Impacts and Control of Nutrient Pollution. U.S. Environmental Protection Agency. Retrieved from https://www.epa.gov/sites/default/files/2015-04/documents/nutrient-economics-report-2015.pdf

Wessel, W. et al. (2004) A Qualitative Ecosystem Assessment for Different Shrublands in Western Europe under Impact of Climate Change, Ecosystems, 7: 662–671

Wilson, S. (2008). Ontario's Wealth, Canada's Future: Appreciating the Value of the Greenbelt's Eco-Services. David Suzuki Foundation.

Wu, Gao-Lin, et al. (2020) Trade-off between vegetation type, soil erosion control and surface water in global semi-arid regions: A meta-analysis, Journal of Applied Ecology, Volume57, Issue5, Pages 875-885

Zhang YW. et al (2021) Changes in soil water holding capacity and water availability following vegetation restoration on the Chinese Loess Plateau. Sci Reports.11(1):9692

Zhu, Z., & Reed, B. C. (Eds.). (2012). Baseline and projected future carbon storage and greenhouse-gas fluxes in ecosystems of the Western United States: U.S. Geological Survey Professional Paper 1797. Retrieved from https://pubs.usgs.gov/pp/1797/pdf/PP1797_WholeDocument.pdf

APPENDIX C.

Agricultural Education and Awareness Report, SAGE, March 2023

Agricultural Education and Awareness Strategy Report

for the

Mariposa County Agricultural and Working Landscape Conservation Plan

March 24, 2023

Agricultural Education and Awareness Strategy Report

Contents

Introduction 2
Existing Agricultural Education and Awareness Efforts 3
Precedents, Best Practices, Models 16
Implementation Plan for a Multifaceted Education and Awareness Strategy 21
Appendix A - Existing Agriculture and Education Awareness Efforts 24

Introduction

The conservation of farmland and economic viability of agriculture goes well beyond the purview of direct stakeholders, including farmers, ranchers, farm workers, landowners, market outlets, agricultural support businesses, and community organizations focused on agricultural issues. A robust agricultural economy and permanent protection of agricultural resources require public awareness, sense of connection and commitment to action.

As an element in the *Mariposa County Agricultural and Working Landscape Conservation Plan,* this report documents the myriad existing agricultural education and awareness efforts in Mariposa County, analyzes relevant best practices and models and outlines an Implementation Plan for a *Multifaceted and Agricultural Education and Awareness Strategy*. The report is intended to inform practitioners and stakeholders about the critical role of education and awareness in sustaining the County's agricultural resources, and to be a roadmap for action.

Existing Agricultural Education and Awareness Efforts

Introduction

This section of the report describes existing agricultural education and awareness efforts, including organizations, initiatives, and programs. It is organized in seven main sections:

1. *K-12 Food and Agriculture Engagement*
2. Agriculture & Food Education in Community Colleges & Universities
3. *Applied Research and Technical Assistance*
4. *Community Agricultural Events, Education & Awareness*
5. *Agri-tourism & On-Farm Education*
6. *Tribal-based Education about Working Lands*
7. Food Security & Local Agriculture Awareness

Each section highlights some of the leading organizations and initiatives, and also describes additional programs wanted by stakeholders. A more comprehensive listing of agricultural education and awareness organizations and initiatives is in Appendix A. The information for each section comes from interviews with stakeholders and local subject matter experts, as well as from secondary research. Responses to a recent Mariposa County survey designed to get input for the overall Agricultural and Working Landscape Conservation Plan overall, also informs each section.

1. K-12 Food & Agriculture Education

K-12 Food & Agriculture Education includes curriculum-based programs, informal education and career pathways and training. These types of education are offered throughout Mariposa County schools, including at the seven public schools administered by the Mariposa County Unified School District as well as at two charter schools, and a special needs school. The seven public schools are: two K-8 schools (Mariposa Elementary School, Woodland Elementary School); four elementary schools (Coulterville Greeley Schools, El Portal Schools, Lake Don Pedro Elementary School, Yosemite National Park School); and Mariposa County High School. The two charter schools are Sierra Foothill Charter (K-8) and Yosemite-Wawona Elementary Charter School (K-6). In addition the county has a private school, Victory Baptist Christian School (K-12) and a Sierra Home School organization.

Highlights from Mariposa County Public Schools

The Woodland Elementary School has a school garden and plans to install irrigation and a greenhouse in the future. Students in the gardening elective course tend the school garden, have snack days with food grown in the garden, and plant food plants and native plants around the school campus. The garden curriculum adapts resources from programs including Nourish Wellness and the Cornell Lab of Ornithology, and incorporates presentations around

agriculture and nutrition from UCCE Master Food Preservers and the Mariposa County Health Department.

In partnership with Woodland Elementary and Mariposa Elementary, Happy Goat was awarded a USDA *Farm to School* grant to bring students out to field trips on the farm. These students, primarily from 2nd, 4th, and 7th grades, get first hand experiences harvesting and tasting produce and learning about regenerative agricultural practices. More broadly the project will create an action plan that identifies the needed infrastructure and staff to provide schools with fresh local produce that they may serve to students.

Mariposa County High School has a number of agriculture programs. The career pathways program provides students with exposure to industry-specific skills and offers them opportunity to continue vocational training or receive college credit. Completion of this 2-year sequential program is a district-wide graduation requirement for students in Career Tech Education (CTE). There are four agriculture-related pathways including a horticulture pathway, agriscience pathway, animal science pathway, and agriculture leadership pathway. In each pathways class, instructors bring in speakers working in the profession and allow students to learn skills of the trade such as marketing, creating arrangements, and purchasing for the floral designs focus and food handling certification, food preservation, and butchering in the agriculture foods focus. The program also creates opportunities for students to get involved in the local agriculture community. Examples include the horticulture class selling seed starts to local nurseries and the floral design class selling arrangements to the public. At least half of the school's 400 or so students participate in one of the agriculture career pathways.

The two main agricultural education programs for youth in Mariposa County are FFA and 4-H. These programs are both local chapters of national initiatives, respectively the National FFA Organization, a close partner of the American Farm Bureau Federation, and the National 4-H Council, a partner with County Cooperative Extension. Both FFA and 4-H have roots in agricultural education and have transitioned to now offer a broader array of youth development activities. Today, FFA (previously spelled out as Future Farmers of America) defines itself more broadly as a premier youth organization preparing members for leadership and careers in the science, business and technology of agriculture.

Mariposa County High School hosts the local chapter of FFA, one of 338 FFA chapters in high schools across six California regions: the Central Region (which includes Mariposa County), the North Coast Region, the San Joaquin Region, the South Coast Region, the Southern Region, and the Superior Region. Most students in the agriculture career pathway are also involved with the school’s FFA chapter with their participation ranging from fundraisers, holiday poinsettia sales, to raising cattle for show in the Mariposa County Fair.

The 4-H program is managed by the UCCE office in each of California’s 58 counties. Each chapter has the goal of supporting youth development through hands-on learning experiences, positive adult-youth partnerships, and leadership training by 4-H staff and community

volunteers. Over 200 young people, aged 5 - 18, are enrolled in the 4-H program in Mariposa County, which represents 12-15% of all youth in the County. Recently, more 4-H youth have started to raise goats, as a profitable project for Fair and also in response to increasing local demand. 4-H staff work both in the schools and in after-school programs. Families and residents, including 75 volunteers, are also involved in 4-H programs. Many graduates of the 4-H program are recognized for becoming leaders in the County.

Featured K-12 Program: Sierra Foothills Charter School

The Sierra Foothills Charter School (SFCS) is a prime example of a K-8 institution fostering a connection between youth and agriculture and working lands in Mariposa County. Located in Catheys Valley and serving 135 students, the mission of SFCS is to provide a rigorous, well-rounded education with a focus on science and sustainability that helps students acquire the academic and personal skills they need to excel in higher education, think creatively, engage in a diverse society, and pursue their dreams. The SFCS is a publicly-funded independent charter school founded ten years ago on the basis of a Land and Legacy initiative to protect the natural resources and historical legacy of Catheys Valley.

SFCS has a school garden which all students visit once per week to plant, tend and harvest food crops, prior to drought conditions limiting water supply. With gardening activity curtailed, the school has preserved the spirit of the garden rotation curriculum and made a transition towards environmental education. These efforts are supported by community partners including Raw Roots Farm and the Yosemite BUG Rustic Mountain Resort which help with activities such as sales of plant starts.

SFCS enriches curriculum for its students through a grant and partnership with the University of California Merced that was awarded to study local oak trees and galls in Yosemite National Park. The school addressed COVID-related field trip challenges, by shifting to a place-based curriculum on local trees and galls. The new adapted curriculum featured a tree unit, incorporated local indigenous knowledge, and engaged local artists.

SFCS works with a variety of partners in the community to create learning opportunities for students. Collaboration with the school is recognized as a unique opportunity for piloting new and innovative programs given SFCS's small size and simplified administrative structure. Examples of community partners include:

- *Sierra Foothills Conservancy* awarded SFCC a grant to purchase equipment tubs for field trips to Conservancy Sites, where students learn about land conservation.
- *Happy Goat* works with SFCS on entrepreneurial projects such providing materials to help the students to produce loofahs.
- *Mariposa Butterfly Festival*: SFCS participates in butterfly rearing and release and works with local pollinator conservationist, Heather Bernikoff, to grow milkweed as habitat for butterflies.

Additional K-12 programs wanted

Stakeholders identified a need for cultivating agricultural interests in youth from an early age through programs at elementary and middle schools, including more school field trips to farms and more hands-on projects. Such programs would open youth to opportunities in agriculture and working lands-related professions that they may not be exposed to otherwise. There was also a desire for more programs about organic, regenerative agriculture and for education about hyper-local environmental issues. In addition, stakeholders suggested high school vocational training opportunities and more partnerships with Fresno State, Merced College, and UC Merced to educate and train future generations of agriculturalists who might decide to live and work in Mariposa County.

2. Agriculture & Food Education in Community Colleges and Universities

While there are no colleges and universities in Mariposa County, there are several nearby. These include the University of California Merced (UC Merced), Merced College, and MiraCosta College in Merced County, and Fresno State and other community colleges in other nearby counties. Faculty from many of these educational institutions are regular speakers at Mariposa County events and programs, such as those organized by UCCE, the RCD and other organizations.

UC Merced offers a range of undergraduate and graduate programs related to agriculture and the environment and their intersection and multiple research opportunities at its facilities. The extensive Vernal Pools & Grassland Reserve hosts research around forage production and grazing management, is the field site for many classes, was a seminal site for the creation of the California Naturalist program, and is an important site for the related iNaturalist program.

UC Merced was recently designated as a UC Agriculture Experiment Station (AES), a place-based scientific research center at a land-grant university. In facilities, including its new in-development 45-acre Smart Farm, UC Merced researchers look at opportunities for precision agriculture, including robotics to improve the food-water-energy nexus, as well as at management of complex systems including: water, climate and wildfire challenges; soil health, air quality and the reuse of agricultural byproducts; and social justice and labor force issues in the San Joaquin Valley.

Merced College is a community college that offers an Agriculture Major that allows students to explore the diverse industry of agriculture through a variety of programs and courses. The areas of study include Agriculture, Agriculture Business, Animal Science, Crop Science, Diesel Equipment Technology, Horseshoeing, Horse Management, Environmental Horticulture, and Mechanized Agriculture. The Environmental Horticulture program is designed to meet the need for trained personnel in a broad range of occupational opportunities involved with or related to the Landscape Industry. It offers an Associate of Science or Certificate of Training in Environmental Horticulture.

MiraCosta College is a community college with a Horticulture Program that includes landscape design and architecture, irrigation, sustainable landscape and turf management, nursery crop production, sustainable agriculture, PCA (pest control advisor) preparation, and wine technology. Students may take courses to prepare for a major in horticulture, to complete certificates to enter the job market, and to fulfill general education requirements.

Fresno State University is part of the larger California State University system that has 23 campuses across California. CSU Fresno offers a wide variety of degree programs in multiple areas related to agriculture and natural resources management. These include a Bachelor of Science and a minor in Agricultural Business. In Agricultural Education, there are B.S. degree options in Agricultural Communications and Teacher Preparation. In the Animal Science Program, B.S. degrees are offered in Livestock and Poultry Management, Dairy Science, Equine Science, and Meat Technology. There is also an Agriculture Specialist credential and Animal Sciences minor. The University also offers an Agricultural Laboratory 1,000 acre farm that offers opportunities to connect the campus with the community and industry while providing vital training for students.

UC Merced, Fresno State and Fresno County community colleges are all part of the Fresno-Merced Future of Food Innovation (F3) Coalition. The F3 Initiative aims to launch a state-of-the-art agricultural technology hub that will serve and connect farmers across the San Joaquin Valley to industry and spark a new, more advanced era in agriculture-based technology in an effort to boost productivity, create jobs and build capacity for regional sustainability.

Additional programs wanted

Stakeholders would like to see more partnerships with UC Merced, Merced College, Fresno State and other colleges in the area to support and educate the public about the importance of agriculture; as well as more involvement of UC Merced and Merced College in County projects.

3. Agricultural Research & Technical Assistance

Mariposa County has a number of technical assistance providers including UCCE, the Farm Bureau, the County Department of Agriculture, the Mariposa County Resource Conservation District (RCD), and the Natural Resource Conservation Service (NRCS).

The UCCE has the wide-ranging technical assistance offerings with programs in Master Gardening, Master Food Preserving, Woody Biomass and Forest Products, Fire, and Viticulture. UCCE specialists provide workshops on many topics such as integrated pest management, pesticide application, prescribed burns, and food preservation techniques for an audience composed primarily of farmers. The Master Gardener program runs experimental research trials that are later applied to inform new crop or management opportunities for small scale farmers. The UCCE website itself hosts or links to resources on a variety of topics including

gardening resources, weed management, drought, fire ecology, cultural burns, permits and regulations, and wildfire recovery. In addition, UCCE staff also undertakes primary agricultural research and then disseminates to the community its research findings on subjects such as weed management, ecosystem services, niche marketing, fire, grazing management, soil health, rangeland conversion, and drought management.

The Mariposa County Agricultural Commissioner's Office, as in all California County Departments of Agriculture, regulates laws in place to support and protect the well-being of agriculture, business and the community and ensures that standards are applied equitably. In its technical assistance capacity, the Ag Commissioner's Office provides numerous services: the Agricultural Program provides education and programs on pest management; the Pesticide Use Enforcement Division provides oversight on application, safety training, and education and outreach on best practices; the Apiary Program engages beekeepers in apiary loss incidents; and other programs assist with permitting and regulation compliance in areas such as nurseries, organic registration, roadside stands, community-supported agriculture, and certified farmers' market access. Ag Commissioner's Offices also produce the County Crop Report which farmers and other stakeholders find to be a valuable tool for information on local agricultural production.

Across California, there are 95 Resource Conservation Districts (RCD), mostly one per County across 10 regions, that provide services that range from conservation and stewardship of agriculture and natural resources to engagement with decision-makers, depending on local needs. The Mariposa County RCD's programming is centered on forests and wildfires, topics relevant for working lands. Stakeholders identified opportunities for the Mariposa RCD to include information on local agricultural production and ecosystem benefits in its promotional materials for land conservation and fire safety pamphlets. In 2022, the RCD received a habitat grant from the Wildlife Conservation Board that includes habitat restoration/enhancement and hiring and training Native American youth to provide Countywide TA, with special emphasis on cultural knowledge, traditional ecological knowledge, and school programs.

At the state level, the Natural Resources Conservation Service (NRCS) provides financial and technical assistance that combines support for agricultural operations with environmental conservation. Technical assistance to farmers, ranchers, and forest managers is provided for free through voluntary programs and advice for resources for land management and monitoring. In Mariposa County, the local NRCS office is housed with the County's UCCE office at the Mariposa County Fairgrounds. The Mariposa NRCS works with private landowners to fund conservation and fire reduction practices. Currently, they have over 400 active contracts and over the past ten years, have brought in over $25 million to reduce fuel loads, helping to limit wildfire damage across the County.

Additional programs wanted

Stakeholders expressed a desire for more educational programs for producers in several areas: the economics of getting a farm; integration of wildlife and habitat into agriculture; prescribed

burns on farms; regenerative farming practices; soil improvement for a drying climate; water conservation and storage; food processing and preservation; cover cropping for moisture retention and nitrogen fixing; urban forestry; and building deer deterrent garden enclosures. A related request is for more mentoring programs.

In addition, stakeholders want more training and career pathway support for agricultural w*orkers in areas such as conservation and sustainability. There was also a request for a* program that tracks demand for crops, as well as for more information about ways to get increase supply of locally grown food at local markets.

Further discussion of general education areas of interest per stakeholders can be found in the following section.

4. Community Agricultural Events, Education & Awareness

Mariposa County hosts a variety of agriculture-related events and education and awareness programs that provide opportunities for the community and visitors to explore the County's agricultural heritage and to enjoy local agricultural products. The Mariposa County Fairgrounds and Exposition Center, located at the outskirts of the town of Mariposa, is a main center for activities and facilities. The Mariposa Certified Farmers Market, the Mariposa Museum and History Center, and the Mariposa Arts Center, are also located in or near town. The Northern Mariposa County History Center is around 30 miles to the north in Coulterville.

Mariposa County Fairgrounds and Exposition Center

The Mariposa County Fairgrounds and Exposition Center is located on 36 acres just off Highway 49 and the Yosemite All-year Highway. Authorized in 1939 by the CA State Legislature as the 35-A District Agricultural Association, the Fairgrounds continues to this day as a multi-purpose facility, forum for agricultural education and producer of the annual County Fair. Its facilities include seven buildings and six kitchens (around 30,000 square feet of building space) as well as an arena with a grandstand, horse stalls, barns, show rings, outdoor stages, pavilions and landscaped areas.

Taking place for one-week in early September, the Fair features entertainment, family-friendly activities, displays, and agricultural events including livestock exhibitions, horse shows, and best in show competitions for locally-grown fruits, vegetables, nursery items, and preserved foods and locally-raised beef, goats, and sheep. The Fair attracts around 30,000 visitors each year and features around 30 vendors, of which 20-30% are local.

However, the primary function and business of the Fairgrounds and Exposition Center is as a community rental facility for both events and long-term leases, with an emphasis on agriculture-related uses. Many annual public events, such as the Butterfly Festival, FFA Booster Dinner, Farm Bureau Dinner, and Sausage and Suds - are synonymous with the Fairgrounds.

The Butterfly Festival is held in May in honor of the County name meaning “butterfly” in Spanish. The second largest event in the County after the annual Fair, it features two full days of activities, starting with a parade in downtown Mariposa and followed by festivities at the Fairgrounds including a Habitat Row exhibit, Home and Garden show, family friendly activities, and 100 vendors. The Butterfly Festival is the culmination of a month-long butterfly education program which engages youth in classrooms and the Valley Children’s Hospital in raising butterflies. Following metamorphosis, participants release around 5,000 butterflies at the Festival.

The Mariposa Octoberfest Sausage and Suds Sampler, an annual one-day event produced by the Mariposa Friends of the Fairgrounds for the past nine years, features a sampling of 20 sausages, 100 varieties of beer, cheese, and other food products from local vendors. The Fairgrounds also provides space for other smaller regular events such as the FFA Booster Dinner and Farm Bureau Dinner, as well as for weddings and other private events.

The UCCE and the Agriculture Commissioners’ Office are two of the long-term tenants in the ‘ag building’. Other long-term rentals are for a cell tower, camping business and the California State Mining & Mineral Museum. Around 90 percent of the Fair’s annual revenue of around $900,000 comes from rental and lease income, and also from short-term rentals for emergency services, for example by CalFire. The State of California Division of Fairs and Expositions provides a modest annual stipend as well as periodic funding for improvements.

Additional Facilities and Programs

Two other facilities in the town of Mariposa provide agriculture and culture related programs. The *Mariposa Museum and History Center* provides public education opportunities around the California Gold Rush, Yosemite Valley, and Native American and early Mariposa County history. It has over 100 exhibits including mining, railroad, and Miwuk displays.

The Mariposa County Arts Council, a non-profit organization and a California Arts Council State-Local Partner, focuses on the development and implementation of cultural events, artistic programming and projects, and creative placemaking policy. Of particular relevance to this *Agricultural & Working Landscape Conservation Plan*, is the Council’s new *Working Lands, Working Artists* project. In spring 2023, the project will apply creative placemaking practices to engage the community in interactive art that explores thematic threads from the Conservation Plan’s stakeholder engagement survey. The Arts Council is also working to build capacity among local artists to take on this and future contracts through technical training and resource building, with the goal of supporting the creation of more traditional public art such as murals and large permanent installations like statues. In addition, the Council imagines expanding on its partnership with the Alliance for Community Transformation to include programs around healing at-risk youth through connection to the land.

Also in the town of Mariposa, the Creek Pathway extension project (in process) will provide additional milkweed habitat and foster more community education about the importance of biodiversity to agriculture and land stewardship.

As another facility, the Northern Mariposa County History Center, Couterville, features four exhibit areas providing education on historical artifacts, Miwuk people, Bower Cave, mining, ranching, life in the 1800s and early 1900s, Heritage Roses of Coulterville, and Orchards and Truck Farms of the 1800s. Agriculture education and awareness opportunities are provided by farm animals, children's programming, and presentations on historical agriculture products in partnership with 4-H and UCCE. The History Center is also one of four stops along the Mariposa Agri-Nature Association's Farm and Ranch Tour.

Additional programs wanted

With regard to agriculture education and awareness at the community level, stakeholders expressed a desire for programming through new infrastructure and also through additional consumer awareness and education.

Ideas for new agricultural awareness-oriented infrastructure included: a community agriculture hub with a garden, mill, processing tools, kitchen, and education opportunities; a "Mariposa Store" selling local products and providing agricultural history and education opportunities; and a local meat processing facility. There was also a call for a regular Farm to Table event with local producers and community members in downtown Mariposa. One consideration for such programs, however, is the challenge identified by the Mariposa Certified Farmers Market in getting sufficient participation at a centralized location given the low population density and large land area of Mariposa County. Partnerships with community groups and other organizations were identified as an opportunity to increase advertising and promotional capacity for local agriculture events and awareness within the County.

Additional public engagement opportunities were desired in the areas of food systems education, continuing education and storytelling. Food systems interests included consumer awareness, food sovereignty, sustainability, regenerative farming, and urban forestry. Continuing education interests included edible home gardening, nutrition, indigenous culture and history, and community well-being. Storytelling ideas focused on more publicity around farmers, agriculture and working lands, in publications, at events and in podcasts (such as Stories from Cattle County; as well as on more public art that reflects and celebrates working lands.

5. Agritourism and On-Farm Education

Mariposa County has a strong tourism sector, with a primary focus on Yosemite. However, the Yosemite Mariposa County Tourism Bureau also invites visitors to explore the County's '*other*

areas [including] quiet low-country range lands and lakes filled with stories of the past and off-the-beaten path opportunities to interact with nature'. Among these attractions are several of the museums and cultural attractions described in the section above.

Also popular with visitors and locals alike are the agricultural businesses that produce renowned locally-grown products and also provide on-site public engagement opportunities. These include Rauch Ranch Vineyards and Winery, Sierra Cider Farm and Cidery, Silver Fox Vineyards, Butterfly Creek Ranch and Hornitos Beef, located in the historic Gagliardo General Store.

As another highlight, the annual Farm and Ranch Tour is held in the fall by the Mariposa Agri-Nature Association, a nonprofit community organization supporting agricultural and natural resources in the County. The fall 2022 Tour featured Big Table Ranch, Moon Shine Ranch, and Wildfire Ranch plus the Northern Mariposa County History Center with each location showcasing their unique agricultural operation and hosting local vendors and artists. Participating community organizations include the Natural Resources Conservation Service, UCCE Master Gardeners, UCCE Master Food Preservers, and UCCE 4-H. Retail partners include The Coulter Cafe, Tangled Hearts Outpost, and Small Woods Farm and Feed. Presentations at each tour location are scheduled throughout the day on a variety of topics such as the effects of drought and fire on oaks, composting, invasive species weed control, the importance of cattle to grazing land, historic orchards, and herding demonstrations.

Selected On-Farm Agricultural Education Opportunities

Raw Roots Farm, a small 4-acre certified organic vegetable and fruit farm in Catheys Valley is owned and operated by Lauren and Andrew Glikin. Raw Roots Farm has been practicing no-till for 10 years and supports 75 members through their CSA... The Farm hosts UCCE Master Gardeners, participates in the Mariposa County Farm and Ranch Tour, and organizes field trips for UC Merced students. Glikin's other community engagement activities include managing the Mariposa County Certified Farmers Market and previously teaching gardening at Sierra Foothills Charter School.

Happy Goat Farm is located on 250 acres, which is part of a larger 1,850 acre regenerative agriculture property located off Highway 49 about 5 miles northwest of the town of Mariposa. Established as a nonprofit in 2021, Happy Goat has a mission to combat food insecurity and climate change through agriculture education, awareness, and sustainable practices. It takes the unique approach of building engagement with both the local community and celebrities with a platform of promoting the importance of sustainable agriculture. Its initial agricultural operation includes an 8-acre market garden crop, with seasonal cover crops including buckwheat, and being the home base for a herd of 200 goats that are used for contract grazing in the community. Its educational components include hosting school field trips for nearby elementary schools, as part of its *Farm to School* grant, including developing curriculum in partnership with the Master Gardeners. The Farm also partners with the *Southern Sierra Miwuk*

Nation on establishing medicinal and other native plants on the property. The Farm aims to become part of the Savory Institute Network which in turn links to its goal to expand its educational programming to include traditional farmers interested in learning more about holistic management. In process, is the construction of barns and a greenhouse that can be used for both the farm operation and the education program, including school field trips.

Additional programs wanted

Stakeholders expressed desire for greater involvement of the Tourist Bureau in promoting the County's agricultural places and experiences; as well as for more agritourism opportunities overall.

6. Tribal-based Education about Working Lands

The Monarch Butterfly Habitat Project (Butterfly Home Place Project) and Pollinative Blog are led by Heather Bernikoff, a Native Yoeme/Yaqui living and working on Southern Sierra Miwuk lands. The goal of Heather's work, which is widely valued in the community, is to connect native youth with the land and each other. In partnership with advisors from the UCCE Master Gardener program and volunteers from the Xerces Society, the project also engages the larger local community in planting butterfly habitat including milkweed, golden yarrow, and other plants intended to support butterflies, including Monarchs, along their migration. The project's pollinator team funds 2-3 positions to apply an assessment to individual properties and make plant recommendations that provide opportunities in habitat, fiber, and medicine. Project work includes plantings on local farms such as Raw Roots Farm, Sateurn Farm, plus other local farms, often using plants purchased from Mariposa Native Plants. The Monarch Butterfly Habitat Project additionally supports pollinator-friendly agricultural practices such as hedgerow plantings and grassland and riparian planting kits.

The Southern Sierra Miwuk Nation garden and the Miwumati Healing Center are other important and valued resources.

Additional programs wanted

Stakeholders requested that when conversations are taking place around agriculture and working land, there be more integration of cultural narrative and history (including ties to Yosemite), and more information about indigenous peoples' use of the land, their tools and their food, fiber and medicinal plants.

7. Food Security and Local Agriculture Awareness

Food security support in Mariposa County is provided by Manna House and the Kids Market initiative at the Mariposa County Certified Farmers Market. Manna House is a volunteer-run

nonprofit organization providing supplemental food assistance to Mariposans in need. It has operated for almost 40 years funded exclusively by cash donations from merchants, churches, and community members. Food donations come from the community, including the UCCE Master Gardener program. The organization provides assistance in the form of Christmas groceries, a Christmas dinner, and a weekday food pantry. About 200 community members visit the food pantry each month, with program staff observing an increase since the COVID-19 pandemic. The food pantry stocks canned and dried goods in addition to dairy products, hamburger, eggs, seasonal fruit, and other non-perishable staples. Additional programming around agriculture education and awareness is limited by funding and volunteer staff capacity, but could be possible with more resources.

Mariposa Certified Farmers Market

The Mariposa Certified Farmers Market runs May through October from 5-6:30PM offering a variety of fresh and locally grown agricultural products, specialty foods, and artisanal products. It is managed by the owner of Raw Roots Farm and runs a program of the Alliance for Community Transformations. As a Certified Farmers Market, all products at the market are certified to be grown by the farmer selling them. Vendors at the Mariposa CFM include Raw Roots Farm, Shasky Farms, Serrano Farms, Olds Family Farm, Country Nerd Farm, G and J's Little Farm, Parker Farms, Yosemite Flower Farm, Mariposa Native Plants, F.A.T. Cattle, Mariposa Pops, Shelly's Jellies & Sweet Stuff, and Little Stone's Apothecary. A busy day at the Market in the summer attracts around 300-400 visitors, selling an estimated 800 lbs. of produce including squash, cucumbers, tomatoes, melons, eggplant, stone fruit, grapes, nuts, honey, and meat. The Farmers Market started accepting EBT in 2022, expanding access to fresh, local products to community members with limited budget as part of the Farmers Market's goal to make the market accessible for the entire community.

The Kids Market at the Mariposa County Certified Farmers Market is a monthly feature of the larger weekly Farmers Market that provides youth under 18 years of age with five dollars of "Market Bucks" to purchase local fruits, vegetables, and nuts from farmers. Its objectives are to increase food security, support access to fresh food and local produce, and incentivize families to visit the Farmers Market in the summertime. This program was sponsored by Cal Fresh Healthy Living and the Mariposa County Health and Human Services Agency starting with a pilot program in 2019 and completing a third full season in 2022. Approximately 280 youth visited the five Kids Markets in 2022 (125 more than the previous year). The majority of participating youth are between the ages of 0-13, prompting an interest from the County Health and Human Services Agency to ramp up advertisement in schools and expand engagement with middle and high school age students.

Additional programs wanted

Stakeholders requested more programs in several areas: classes in nutrition and more information about food (e.g. processed food, organic vs conventional, etc.); and education and

awareness campaigns around how local agriculture is a critical part of building local food security, and of how agriculture can lead the way in sustainable land use practices.

There was also a request for more focused programs for seniors about healthy fresh food, perhaps as part of multigenerational outreach; and also for stronger support for and promotion of local grocery stores and restaurants selling locally raised meat, eggs, and produce.

Precedents, Best Practices, Models

Overview

The Precedents, Best Practices and Models section builds on the previous Existing Agricultural Education and Awareness Efforts section, by providing examples about how such efforts can be coordinated to be greater than the sum of their parts. It also serves to inform the following section which outlines objectives and strategies for developing a *Multifaceted Education and Awareness Strategy*.

The section describes the collective impact model as an approach to coordinate and enhance agricultural education and awareness efforts. It also gives examples of models and best practices that highlight the role of agricultural education and awareness in advancing agricultural resilience and shared stewardship of working lands.

Collective Impact Model as a Best Practice

The concept of shared stewardship is aligned with the concept and model of collective impact, in that both highlight the importance of collaborative action around a common purpose. The collective impact model has been used - both in full and in part - to organize multi-partner county- and state-level efforts around strengthening agricultural resilience.

Collective Impact (CI) is a theory of change based on the concept of coordinating efforts across organizations around a clearly defined goal to create lasting solutions to social problems on a large scale. When multiple strategies and initiatives are operating, the work is centered on ensuring the initiatives are mutually reinforcing. Though individual organizations may work together with staff, boards, and volunteers to further a goal, collective impact begins when a region or community agrees to a set of shared goals and evaluates how each organization can shift and align their priorities to meet the shared goal.

The Collective Impact Model (known also as CIM) is also used as a tool to explicitly help frame and operationalize the coordination of efforts across organizations. The CIM has five pillars (or elements):

1. *Common agenda*. Partners coming together to collectively define a problem and create a shared vision to solve it.
2. *Shared measurement.* Tracking progress in the same way, allowing for continuous learning and accountability.
3. *Mutually reinforcing activities.* Integrating the participants' many different activities to maximize the end result.
4. *Continuous communications.* Building trust and strengthening relationships.
5. *Strong backbone entity*. Responsible for convening, organizing, and helping resource the collective.

The two models below are described in terms of the Collective Impact Model elements as well as other factors. Following the models descriptions section, there is a brief section describing other projects that also offer some lessons learned and or examples of best practices around one of the five CIM pillars.

Given the multiplicity of Mariposa County's existing agricultural education and awareness efforts discussed in the previous section, the collective impact model could help inform the development of a multi-faceted approach that coordinates and enhances many of the separate efforts. While Mariposa County is much smaller in terms of population and overall agricultural activity, it shares with some of the examples a deep identity as an agricultural community and dedication to celebrating and fostering its agricultural traditions.

Collective Impact Models

Vermont Farm to Plate

Mission and Description. The Farm to Plate Network is responsible for collectively implementing the 15 Strategic Goals of Vermont's 2021-2030 food system plan, as well as advancing organizational goals of members. The Network is made up of farms, food production businesses, specialty food producers, educational institutions, nonprofit organizations, funders, capital providers, and government personnel.

Function/structure as a coalition/backbone institution. Vermont Farm to Plate is a project of the Vermont Sustainable Jobs Fund (VSJF)*, funded by the* Vermont State Legislature and its Farm-to Plate Investment Program, with additional project-based funding. Priority Strategy Teams (PSTs), Topic Exchanges, and Communities of Practice convene to work on high impact projects to relocalize the food system that no one organization can do alone, as well as assess gaps, opportunities, and trends and monitor progress towards reaching Vermont's Strategic Goals.

Common agenda. Strategic plan. The 2021-2030 Agriculture and Food System Strategic Plan contains a vision for Vermont's food system in 2030 with 15 strategic goals across four categories: Sustainable Economic Development, Environmental Sustainability, Healthy Local Food for all Vermonters, and Racial Equity. The contents of the Plan were shaped by farmers, food entrepreneurs and workers, government personnel and elected officials, nonprofit organizations, technical and business assistance providers, educators, researchers, capital providers, and Vermont food consumers.

Shared measurement. Data outcomes. Each of the 15 strategic goals contains a set of objectives, the measurable improvements that show progress and can be tracked over time.

Mutually reinforcing activities. 2022 Vermont Community Leadership Summit

Continuous communications. Primary calendar of events for all network members.

Colorado Food Systems Coalition

Description and Mission. The Colorado Food Systems Coalition is a group of several organizations that work to strengthen healthy food access for all Coloradans while supporting Colorado agriculture, communities, and economies.

Function/structure as coalition/backbone institutions. Colorado Food Systems Advisory Council (COFSAC) - a Governor-appointed Council that works to advance recommendations in support of the overall mission. Colorado Food Policy Network - composed of many local food coalitions that collectively work to promote healthy, community-based economically viable food systems in Colorado that ensure all residents have access to affordable, nutritious food. Mapping and Reporting Tool - administered by Colorado State University.

Common agenda. Colorado Blueprint of Food and Agriculture key assets, emerging issues, and shared priorities for future investments in food and agriculture around the state.

Shared measurement. Colorado Food Systems Mapping & Reporting. Food systems data made available to all Coloradans to aid in new initiative development and planning. Public attitude survey tracks public understanding and perceptions around agriculture in the state.

Mutually reinforcing activities. CO Food Summit is a major annual convening *Continuous communications.* The Coalition website.

Rural-Urban Connections Strategy (RUCS)

Mission and Description. Launched in 2007, RUCS is a project of the Sacramento Council of Governments (SACOG). RUCS acts as the region's economic and sustainability strategy focused on rural areas, complementary to the Blueprint, the region's overall growth strategy. The program works to enhance the viability of the rural economy and resilience of the vital natural resources that drive it through the application of cutting-edge analytical tools.

Function/structure as a coalition/backbone institution. SACOG is where local government leaders in the six county Sacramento region come together to advance the goals of economic prosperity, connected communities, and vibrant places. SACOG works with its 28 member cities and counties to solve challenges that are too big for any one jurisdiction to solve on its own. Funded through SACOG, RUCS looks at the region's growth and sustainability objectives from a rural perspective, recognizing the value of rural communities, forests, and agricultural lands as critical to the economy, environmental health, quality of life, and the region's future.

Common agenda. Coordinated Rural Opportunities Plan, *RUCS Overview.*
Shared measurement. RUCS offers a platform for proactive rural planning, enabling stakeholders to forecast and prepare for possible futures, and incorporate that work with similar planning conducted for urban areas. RUCS tools allow policymakers to strategically plan

for the future and ensure compliance with regulatory targets. Examples: Farmland Analysis, Local Food System Assessment for Yolo and Sacramento County Delta Communities, Food System Multipliers; Food and Agriculture Cluster and Workforce Needs Assessment.

Mutually reinforcing activities. Coordinated Rural Opportunities Plan

Continuous communications. A series of initiatives and studies (e.g. Agriculture & Habitat Working Landscapes Pilot Study).

Other Best Practices

Below are some examples of several projects that offer some lessons learned and/ or best practices around one of the five CIM pillars.

Common agenda
In 2005, the Ventura County Ag Futures Alliance — a coalition established by growers and other community members in 1999 to address some of the critical challenges facing farming in Ventura County — published a white paper calling for a new approach to connecting the agricultural and urban communities. Titled "A Community of Good Stewards: Building Sustainable Agriculture in Ventura County," it proposed a new ethic of shared stewardship to ensure a future for local agriculture. The paper states, "For farming to remain a healthy component of the local economy, culture and society, the industry is obliged to respect the ecological integrity of its resource base and to operate in harmony with the broader community. And just as farmers must act as good stewards of the land to remain viable, so are members of the community obliged to act as good stewards of the agricultural industry if they wish to enjoy the benefits it provides. These include local economic stability, the aesthetic values of a rich and diverse landscape, and a healthy and affordable food supply." This effort is now being revived as a lead strategy for Rural Urban Connections program, under the auspices of the Ventura UCCE Office, and as a key element of the pending *Ventura County Resilient Agricultural Lands* Initiative.

Shared measurement
The Bay Area Food Futures Roadmap includes a 'scorecard' system to describe multiple parameters and establish baseline metrics across the sectors of the food supply chain.

Mutually reinforcing activities
With a population of just over 10,000 people, Salt Spring Island in British Columbia is renowned for its robust food and farm culture, its commitment to conservation and community of artists. A number of organizations work together to elevate and connect these elements. The Salt Spring Island Farmland Trust helps preserve, promote and revitalize local agriculture. The Salt Spring Island Conservancy protects and enhances the natural values of the island and its

surrounding waters by acquiring land or covenants, and by educating landholders and the public toward improved land and water stewardship. Salt Spring Tourism provides a comprehensive resource for visitors wanting to explore the Island's myriad agriculture, nature, recreation and arts offerings.

The Sonoma County Farm Trails is an interactive map and resource guide that connects the public to Sonoma County farmers, ranchers, producers, and purveyors to ensure the economic viability of local agriculture and instill an appreciation of ag as a vital part of the Sonoma community. The website and resource, 100plusjobs, invites students and job seekers to explore jobs that feed people and sustain the planet and provides links to training programs.

Function/structure as coalition/backbone institutions

Santa Clara Valley Agricultural Plan. This highly acclaimed plan set the standard for subsequent SALC planning grants, in terms of organization, process, presentation and follow up implementation. However, the one set of strategies that have lagged behind other Plan strategies in terms of implementation is the Branding*, Education and Awareness Strategy*. This focus area identified two key objectives for ensuring that the regions' working lands are not only preserved but understood, identifiable, and valued: (1) Develop and launch a Santa Clara Valley agriculture campaign with regional brand identity and (2) Build a local constituency that is informed about and supportive of regional agriculture through public outreach, engagement, and education. The lesson learned is that regardless of how timely and interconnected agriculture education strategies are, without a champion or responsible agency in charge of implementation, it can be a challenge to get such strategies off the ground.

Implementation Plan for a Multifaceted Education and Awareness Strategy

The high level implementation plan outlined below reflects input from project partners, stakeholders and local subject matter experts. The Strategies are also informed by responses to questions, in a recent Mariposa County survey, about desired additional agricultural education and awareness programs and initiatives. As a reflection of the deep engagement of the agricultural, conservation and arts communities, the focus has been broadened to encompass strategies around collective action to build working lands resilience.

Focus Area 1. Collective Action to Build Working Lands Resilience and Support Stewardship

This focus area reflects the need for a shared vision for a resilient and economically vibrant community that reflects the critical role that working lands play in a resilient future for the County. The robust set of strategies below emphasizes the co-creation of actionable education and awareness strategies that elevate the importance of community-wide engagement in land stewardship over time. Strategies are focused on the following objectives:

- First, most importantly, build capacity of implementation partners through grant funding opportunities, technical assistance and focused support.
- Build a comprehensive effort to promote local working lands, elevate a culture of land stewardship and educate consumers.
- Support existing farmers and ranchers with technical assistance, including around climate-smart agriculture practices and grow/train new and transitioning ranchers and farmers.
- Align, leverage and scale resources, particularly through partnerships.
- Expand partnership opportunities with Native American tribes in managing and stewarding public and working lands while providing support to build capacity.
- Continue to develop art, design and education programs that foster reverence for and protection of the communities deeply rooted identity in working lands.
- Facilitate creative placekeeping to bolster the existing social fabric, rural lifestyles, and native culture that connects the Mariposa community and its visitors to agricultural and working landscapes.

STRATEGIES

LEAD STRATEGY 1

Develop a Climate Mobilization and Agricultural and Working Lands Roundtable to improve pathways to the economic success of farmers and ranchers, increase community climate resilience, **and** ***enhance trust and collaboration among the agricultural community, the tribal community, County leadership and staff, and other key stakeholders.*** Organized by the UCCE as an open forum format, the roundtable would involve dialogue and learning sessions with a range of stakeholders to foster broader awareness, insight and foresight, as well as build relationships and alignment between the agricultural and broader community. The roundtable approach would allow for more regular interaction that keeps stakeholders engaged on implementation of the Plan and other efforts. The Roundtable would build the social capital and community support for climate resiliency projects, take advantage of the skills, knowledge, and capacity of the wide range of agencies, organizations, private businesses, private landowners, farmers, agricultural and community organizations, and tribes in Mariposa County.

STRATEGY 2

Reinforce the Southern Sierra Miwok Nation's essential role in land conservation, stewardship, and climate action efforts with capacity building support. Preserving and protecting traditional cultural resources and landscapes of the SSMN is a critical component of the Plan but the financial and human resources and expertise must be supported. To protect, preserve, and promote their traditions, the SSMN would benefit from increased capacity to grow opportunities to educate SSMN youth, expand traditional ecological knowledge (TEK) practices, showcase traditional food ways, demonstrate land stewardship ethics to the broader community, and expand existing organizational capacity to develop land conservation projects.

The SSMN could take advantage of State funding that exists for tribes to 1) build capacity to develop land and easement acquisition projects and plans, 2) finance acquisition projects, and 3) strengthen capacity to implement climate smart landscape management.

STRATEGY 3.

Create a "Conservation Jobs Training'' program to build capacity and catalyze job growth in the conservation sector. Empower citizens of Mariposa (youth in particular) through technical assistance, education, outreach, and training pathways into conservation jobs that drive Mariposa's stewardship economy. Identify pathways to support job training for systematically excluded community representatives. Engage the High School's career pathways program, and FFA and 4-H chapters in creating vocational training opportunities and awareness about jobs in the conservation and climate-smart agriculture sectors. Develop partnerships with nearby community colleges and universities to strengthen exposure to career pathways.

STRATEGY 4.

Support an Art, Cultural & Agricultural Creative Placemaking Program that leverages design and visual/ media/performing arts to explore the many historic and contemporary stories related to the cultural and agricultural legacy in Mariposa. Activities to be explored could include creation of wayside signage along main roads (e.g. Hwy 49, Hwy 140) and interactive digital maps that highlight current and historical agricultural land marks. Such maps can also be produced in as artistically interpreted graphics and made available in print form.

STRATEGY 5.

Build on the "Mariposa Made" program and existing Tourism programs with a new "Explore Mariposa" program to support the growing awareness of the importance of working lands to the health and resiliency of the region, as well as the State. Build on parallel strategies described in this document to create a positive feedback loop between land use policy, stewardship programs, and economic development efforts. On-farm education and agritourism is a key piece. Explore the feasibility of creating a community agriculture hub in Mariposa with a garden, mill, processing tools, kitchen, and education opportunities; and of also creating a local meat processing facility.

STRATEGY 6.

Develop interpretive signage along the Mariposa Creek Parkway to educate users to not only navigate the trail system, but also promote learning and appreciation of the importance of stewardship practices, ecosystem services, farming and ranching culture, and Native Tribal heritage in Mariposa County.

STRATEGY 7.

Develop school children's' foundational knowledge about agriculture and related agricultural career pathways. Build on and enhance existing formal and informal programs at the County's school by supporting school gardens, exchange visits with local farms, farm to school programs, curriculum around climate-smart agriculture, and activities that engage local conservation agriculture professionals.

Appendix A - Existing Agriculture and Education Awareness Efforts

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
K-12 Food and Agriculture Education			
4-H	4-H, a UCCE Program. 200 young people enrolled ages 5-18; staff in schools and for after-school programs; families and residents involved including 75 volunteers		12-15% of all youth in the County are enrolled; about 4 times the state average
FFA	FFA is the premier youth organization preparing members for leadership and careers in the science, business and technology of agriculture.		Most students involved in Mariposa High School's extensive ag career pathways program, are also in the FFA chapter.
County's 7 public and 2 charter schools	K-12 Food & Agriculture Education includes curriculum-based programs, informal education and career pathways and training. These types of education are offered throughout Mariposa County schools; including through school gardens.	In partnership with Woodland Elementary and Mariposa Elementary, *Happy Goat* was awarded a USDA Farm to School grant to bring students out to field trips on the farm.	
Agriculture & Food Education in Community Colleges & Universities			
Fresno State University	Fresno State University is a 4-year college of the public California State University System. The Jordan College of Agricultural Sciences and Technology is comprised of six departments offering degrees and certificates in an array of programs related directly to agriculture and beyond.	Agricultural Laboratory, Jordan College of Agricultural Sciences and Technology, B.S. degrees and certificates	Multiple degrees and certificates through multiple departments
Merced College	As an Agriculture Major, students will explore this diverse industry through a variety of programs and courses. This diverse agricultural study provides students with entry level employment opportunities and skills along with the ability to transfer to a college or university to continue their studies in a wide variety of agricultural fields.	Agriculture major, Environmental Horticulture A.S./C.T.	- 9 areas of study in agricultural technology - 2 areas of study in Landscape Horticulture
MiraCosta College	MiraCosta's Horticulture Program includes landscape design and architecture, irrigation, sustainable landscape and turf management, nursery crop production, sustainable agriculture, PCA (pest control advisor) preparation, and wine technology. Students may take courses to prepare for a major in horticulture, to complete certificates to enter the job market, and to fulfill general education requirements.	Horticulture program	- 7 areas of focus in agricultural practice - 7 horticulture certificate options - 7 associate degree options

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Agriculture & Food Education in Community Colleges & Universities (cont'd)			
UC Merced	UC Merced offers an undergraduate major leading to a B.S. degree in Earth Systems Sciences or Biological Sciences and a minor degree program in Environmental Science and Sustainability. These programs allows students from diverse backgrounds to pursue interests in earth and environmental sciences at a variety of depths. Extensive Vernal Pools & Grassland Reserve hosts forage production and grazing management research and was seminal site for the creation of the California Naturalist program. Recently designated as a UC Agriculture Experiment Station (AES). New in-development 45-acre Smart Farm with research around precision agriculture, robotics, complex systems, reuse of ag byproducts, etc.	Environmental Science and Sustainability minor, Environmental Systems Science B.S., Smart Farm	
Fresno-Merced Future of Food Innovation (F3) Coalition	UC Merced, Fresno State and Fresno County community colleges are all part of the F3, an in-development state-of-the-art agricultural technology hub that will serve and connect farmers across the San Joaquin Valley with industry, foster new ag-based technology, boost productivity, create jobs and build capacity for regional sustainability.		
Agricultural Research and Technical Assistance			
County Department of Agriculture	The office of the Agricultural Commissioner and Sealer of Weights and Measures is a regulatory agency acting under the jurisdiction and direction of the California Department of Food and Agriculture, the Department of Pesticide Regulation, and the Division of Measurement Standards and in cooperation with various other federal, state, and local agencies.		
Mariposa County Resource Conservation District	The mission of the Mariposa County Resource Conservation District is to encourage and facilitate cooperative solutions to local resources conservation issues and problems. They provide technical, financial and educational resources, whatever their source, to meet the needs of the local land-users. In 2022, the RCD received a habitat grant from the Wildlife Conservation Board that includes habitat restoration/enhancement and hiring and training Native American youth to provide Countywide TA, with special emphasis on cultural knowledge, traditional ecological knowledge, and school programs.		

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Agricultural Research and Technical Assistance (cont'd)			
Natural Resource Conservation Service	NRCS provides America's farmers and ranchers with financial and technical assistance to voluntarily put conservation on the ground, not only helping the environment but agricultural operations, too.		- 400 active fuel management contracts with private landowners - $25 million to support conservation practices
Sierra Nevada Conservancy (SNC)	The SNC keystone initiative, the Sierra Nevada Watershed Improvement Program (WIP), is a large-scale, holistic effort to restore resilience to the forested landscapes and communities of California's Sierra Nevada-Cascade region. With forest health as the foundation, the WIP weaves together four priorities: restoring healthy ecosystems, improving community resilience, promoting sustainable recreation and tourism, and conserving natural and working lands.	*Completed Projects* -Quincy Wildfire Protection - Wagner Ridge Fuel Break *In Progress* -Thompson Peak Initiative Bootsole Forest & Watershed Restoration -Big Chico Creek Forest Resilience -Concow Resilience: Implementation -Mohawk Valley Wildfire Resilience -Sierra Brooks—Smithneck Wildland Urban Interface Fuels Reduction -Forbestown Forest Resilience -Middle Fork American River Watershed Restoration -Michigan Bluff Community Protection -Twofer Pillikin Fuels Reduction -West Fork Carson and Monitor Pass -Trestle Mastication -Tiger Creek Fuel Break Enhancement -Rim Fire Plantation Thin/Biomass Treatment	- awarded $10 million in grants for vibrant recreation and tourism and strategic land conservation projects to 20 different projects -SNC Board awarded 9 grants distributing roughly $5.2 million to strategic land conservation projects in 10 counties within the Conservancy's service area: Butte, El Dorado, Kern, Tuolumne, Mariposa, Sierra, Plumas, Lassen, and Calaveras -$5 million to 11 different recreation and tourism projects focused on trail and trailhead planning and improvements in Lassen, Mariposa, Modoc, Mono, Nevada, Plumas, Shasta, and Siskiyou counties.
UCCE Mariposa County	TA programs in Master Gardening, Master Food Preserving, Woody Biomass and Forest Products, Fire and Viticulture. Adding a new Regenerative Ag position. UCCE specialists provide workshops on many topics. Areas of ag research and dissemination include ecosystem services, niche marketing, fire, grazing management, soil health, rangeland conversion, and drought management. Across California, the 64 UCCE are local problem-solving centers, and a bridge between local issues and the power of UC research.		

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Community Agricultural Events, Education & Awareness			
California CattleWomen	The California CattleWomen organization focused on promoting a better understanding to consumers as to where their food originates; the quality controls used towards its safety; the impact the Beef Industry has on the economy of California; and the overall, far-reaching contributions the Beef Industry has to society as a whole.	- State Beef Ambassador Competition where they have two divisions : Senior and Junior - Beef education, on their website they promote a lot of Beef education for all ages: K-12, university, and all	- 2020 Memorial Scholarship Recipients each get $1000 -Members get free access to the free self guided course: Masters of Beef Advocacy
Farm and Ranch Tours	Historic Coulterville and the North County are highlighted in the annual Farm and Ranch Tour, a project of the Mariposa AgriNature Association. Participants visit 4 locations plus the Northern Mariposa History Center with each location offering the opportunity to learn more about agricultural practices and resource preservation from the property owners and experts. The locations not only showcase their own unique agricultural operations, but allow vendors and artists to share their crafts as well.		
Made in Mariposa	Made in Mariposa is the website for the Mariposa County Chamber of Commerce. On their website they also have resources for their members, events for the chambers and events from the companies that are members. They also promote events from Mariposa County itself. They offer their partners a lot of benefits like marketing and exposure. Essentially, membership means that you are committed to growing jobs, promoting business success and overall support of the Mariposa County economy. Located inside the Mariposa County Visitor Center.	Awards Dinner, Margarita Booth, Car Show, Christmas Parade, Network @ Night	- 1 platinum member - 4 Gold Members - 6 Silver members - 13 Investor Members - Thousands of followers on Social Media -13 events in February - 8 events in January
Mariposa Butterfly Festival	Starting with a parade on Saturday through downtown Mariposa, the Butterfly Festival is a full weekend of food, vendors & artists, music & entertainment, family games & activities, bounce houses, pony rides, parachuters, spectacular movies, a virtual reality station, butterfly releases, and more. Held annually in May at the Mariposa Fairgrounds and Exposition Center.		- 100 vendors - 5,000 butterflies released

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Community Agricultural Events, Education & Awareness (cont'd)			
Mariposa Certified Farmers' Market	The Mariposa Certified Farmers' Market is committed to customers' health and to the health of the local economy. Their farmers' market exhibits locally grown agricultural products, specialty foods and artisans/crafters. Their focus is to provide customers with the freshest, healthiest and tastiest foods grown and raised as close to their home as possible. By providing these options, the market is also able to promote local spending which helps to support the local economy.	Kids Market, Free shuttle, EBT available	- ~300-400 visitors per week during summer months - ~800 lbs produce sold per week during summer months - Low vendor fees to increase market access
Mariposa County Fair	Since 1939 the Mariposa County Fair has been providing family fun to the people of Mariposa and other surrounding communities. Agricultural events, displays, demonstrations, entertainment, a carnival, a midway and more provide old-fashioned fun for the young and young-at-heart.		- ~30,000 visitors annually - 20 vendors (4-6 local)
Merced-Mariposa Cattlemen's' Association	Program for young people to experience purchasing breeding, raising and caring for a beef female animal. At the end of the project, the association organizes a sale for the young people to sell their animals.	- Merced-Mariposa Cattlemen's Dinner Dance - Merced Fair Carcass Contest - Beef Bred Heifer Show and Sale, - Walt Woodard Roping Clinic - Annual Spring Tour Dinner - Beef Bred Heifer Project - Cattlemen's play day	- Scholarships for high school students ($250-2000) - Fundraising for the Scholarship, via Dinner Dances, are $40,000 - Highly attended dinner dances
Octoberfest Sausage and Suds Sampler	Mariposa Octoberfest Sausage & Suds Sampler is an annual fundraiser benefiting the Mariposa County Fairgrounds. Held in October, it features a generous sampling of local foods and drinks at the Mariposa County Fairgrounds.		
World Ag Expo	Previously known as the Tulare Farm Show, World Ag Expo is held every February at the International Agri-Center in Tulare. The International Agri-Center® is also home to the AgVentures!® Learning Center & Museum, IAC Livestock & Equestrian Complex, facility rentals, and much more. It attracts farmers and ranchers from all over California, including from Mariposa County, and beyond.		- 1,200 exhibitors; an attendance of more than 100,000 people

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Agri-tourism and On-Farm Education			
Big Table Ranch (Coyote Fest)	Nestled in the Sierra Foothills, 28 miles to Yosemite, near the historic gold rush town of Coulterville, and close to Groveland, Don Pedro, Lake McClure, Sonora and Mariposa. Great location for water sports, hiking, swimming and relaxing! Thirty-five acres of open meadows, hiking trails, pools, rustic structures & hidden treasures. Room to spread out, explore, enjoy nature and all four season. Host weddings, retreats and events for up to 250 people. Guest house sleeps up to 19 people in 5 bedrooms with 3 1/2 bathrooms; and beautiful meadows for lots of campers! Can accommodate tent camping as well as car & RV camping. Luxurious outdoor showers are available for all campers.	Event venue, Big Table Dinners, Big Table Live!, Experimental Garden, Coulter Cafe & General Store, El Rio, Your Dive, Summer Sundays fundraiser	- Coulter Cafe & General Store partners with local chefs and farms to serve sustainable food
Brenda's Tomatoes & Poultry	Brenda's Tomatoes and Poultry is a small local farm and produce delivery service in Mariposa County, California, owned and operated by Brenda Ostrom. The farm produces chickens, eggs, turkeys, heirloom tomatoes, cucumbers, peas, greens, flowers, and culinary herbs. The CSA delivery service connects farmers with their local communities to facilitate financial support for small farms and provide residents with fresh local produce and products.	CSA delivery service	- 5 local partners including hotels and restaurants - 50 varieties of tomatoes
Butterfly Creek Winery & Vineyards	Butterfly Creek Winery has been a Gerken family vineyard since 1972. The mountain spring water, clean climate and zesty Sierra Nevada soil provide the perfect setting for the premium wines that Butterfly Creek Winery produces. The largest vineyard in the county, Butterfly Creek Winery, is set in the picturesque Snow Creek area north of Bootjack.	Events venue	
Casto Oaks	Casto Oaks stewards six acres of vineyards in Mariposa, California. Dedicated to agriculture and oenology, they prune, trellis and trim, monitor vines through the seasons, harvest, press and bottle all in the foothills of the Sierra Nevada Mountains right outside of Yosemite National Park.	Wine Maker's Cottage, Casto Oaks Wine Club, Tasting Room, Wine Release Events, Wine Maker's Dinner, Grape Stomp	- 50% of August tasting room wine sales donated to Oak Fire assistance

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Agri-tourism and On-Farm Education (cont'd)			
Country Nerd Mushrooms	Country Nerd Farm is a small gourmet mushroom farm located in Mariposa, California, nestled in the Sierra Foothills. They grow edible mushrooms like shiitake, lion's mane, several types of oyster mushrooms, and other functional fungi such as reishi and strive to use the most natural and carbon-friendly means of production at all stages of their operation.	Mushroom grow kits, Online recipes	- 7 KW solar array offsetting farm's energy consumption
Creekside Nursery & Mariposa Feed	Creekside Nursery began many years ago at Mariposa Feed and Supply with a dedicated area for nursery stock and supplies held for 25 years. In 2014, the owners started their own garden center that caters to the unique needs of the mountain gardener and provides an enriching experience for each Creekside Nursery customer.	Plant sales, Yard furnishings, Gift shop	
Friends of Given Ranch	The CVHS (Catheys Valley Historical Society) formed the subgroup Friends of the 1879 Givens Ranch Historic Landscape and Barn. Together, they wish to work with the land owners to preserve the rural historic landscape that encompasses these items. Givens Ranch landscape includes a barn, dairy house, well, oak woodland, wetlands, and historic wagon road. The Friends hope that by working together cooperatively with the owner, a solution can be found to preserve an important part of Catheys Valley, Mariposa County, California state, and National history for the enjoyment of all for years to come.	- Pot luck and tree lighting - Fundraiser using go fund me - Volunteers to - School children do mural painting at the ranch through Land and LEgacy - Self Guided Art/ History Tour	Catheys Valley Historical Society voted to form a subgroup, the Friends of the 1879 Givens Ranch Historic Landscape and Barn (the "Friends"), - 332 followers on facebook-
Fungi Temple	Woman owned gourmet mushroom farm located right outside Yosemite National Park in Oakhurst, CA. They aim to nourish customers' lives with quality, nutritious mushrooms		- 10 mushroom varieties - Multiple community partners
Givens Ranch and Barn	The historic 1879 Givens Ranch and Barn is a cherished feature of Mariposa County and a legacy landmark. There is a community-led effort to preserve the barn and prevent further deterioration of the built structures.		

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Agri-tourism and On-Farm Education (cont'd)			
Happy Goat	Happy Goat is located on a 2000 acre property right by Yosemite National Park in Mariposa, CA. It is a creative wonderland that sits on top of a regenerative farm supporting artists and creators of all different backgrounds, the Happy Goat community, and the greater web community at large. Happy Goat's mission is to create a new, better nonprofit model using web3 technology as a backbone. They aim to replace traditional donations with NFTs that provide value as art and simplify donations via ETH and alternate cryptocurrencies. Their goal is to introduce people to philanthropy via creativity, art, and experiences that bring awareness and affect change to the climate crisis and food justice.	Community Days, Special Events, Volunteering, Reservations	- 2022 Farm to School grantee
Kirby Peak Ranch	Kirby Peak Ranch is a unique agri-campus and high-tech farm located in Mariposa, California, just outside Yosemite National Park. The 60 acre ranch consists of beautiful rolling hills, jagged mountain peaks, green meadows, a glimmering mountain lake and a state-of-the-art greenhouse structure encompassing nearly 1/2 acre, housing hydroponic and aquaponic systems. Crops include beefsteak tomatoes, cherry tomatoes, fancy lettuces, strawberries, fresh culinary herbs, edible flowers, cucumbers, peppers and many other crops growing in soil-less culture. The fish tanks are home to hybrid carp, largemouth bass, sturgeon and koi.	Hydroponic/Aquaponic System Design and Plant Propagation Program, Lunch with the Llamas	
Mariposa Native Plants	Small start-up company, growing, propagating, and distributing California native plants. Their focus is to encourage the development of plant communities native to the Sierra Nevada and its adjacent foothills, and we are especially concerned with habitat restoration in Mariposa County, California.	- presented at the Mariposa Butterfly Festival -partnered with Monarchs and Milkweeds public workshop presentation - featured on Calscape website - Set up with the Mariposa Farmer's Market - partnership with the Mariposa History Center	- Website includes information about native plants - Native Plant Garden x Mariposa History Center: 2 dozen local community members, History Center staff, UC Master Gardeners, Southern Sierra Miwok Nation, school children from Sierra Foothills Charter School. Used 50 plants - Sold over 30 milkweeds at Mariposa Butterfly Festival 2020; over 40 plants at MBF 2021 - Sold out at Mariposa Farmer's Market

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Agri-tourism and On-Farm Education (cont'd)			
Rauch Winery/ Vineyards	Over 4000 private acres offer opportunities to take a nature walk, mountain bike, or park rigs and drive to town. Rauch Winery and Vineyards strives to live sustainably and at peace within the environment Years of restoring 3 individual vineyards in this Valley have yielded several different varietals and local wineries producing their wines.	Wine Tastings, Club House/ Bunk House, Trail Rides, Winery Tours, Horseback Riding, Clay Pigeon Shoots	- Silver medal awardee, El Dorado Wine Competition
Raw Roots	Raw Roots Farm is dedicated to providing organic, local, non-sprayed, non-tilled, and sustainably grown produce for the community. Their practice of farming is done in accordance to and with the respect of the local environment and the balanced global system. Raw Roots strives to foster a healthy and engaging community environment through the shared production and consumption of organic produce. They also provide educational opportunities for community members to learn how sustainable living can easily be	Sunset Dinners, Mariposa Farms and Ranches Tour, Cob Workshop, Sustainable Agriculture Tours, CSA Service, Volunteer Opportunities, Garden and Landscape Consultation	- 12 participants in Cob Workshop across US and Canada - 3 Farmers Markets attended
Restful Nest B&B	Nestled in the beautiful foothills of the Sierra Nevada Mountains in the heart of California Gold Country, invites visitors to experience old California hospitality with the flavor of Provence. Their goal is to provide a pleasant and unique stay in the Sierra Nevada foothills, near Yosemite National Park, by providing a varied selection of reliable and comfortable accommodations	B & B, Amenities, Catch and release fishing pond	
Sierra Cider	As the new Owner-Operators of Sierra Cider, Dana and David are applying their passion and creativity to turning the farm into a destination for everyone visiting the Yosemite area, while proudly carrying on the legacy of excellence in both cider crafting and sustainable farming set forth by founders Dave and Beth Lancaster.	Private Events, Tasting Room, Orchard Tours, Tortured Orchard, Carve-o-rama	- Silver Medal 2017 Great Lakes International Cider and Perry Competition - Gold Medal 2017 Great Lakes International Cider and Perry Competition
Silver Vineyard	Silver Fox Vineyards, established in 1989, is owned and operated by Karen and Marvin Silver. Dedicated to quality, Silver Fox makes premium handcrafted wines. They personally farm and ferment the Cabernet Sauvignon, Merlot, Sangiovese, Syrah, and Cabernet Franc grapes from a 2.5 acre estate vineyard and purchase grapes from growers in the nearby Sierra Foothills.	Tasting Room, Winery tours	

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Agri-tourism and On-Farm Education (cont'd)			
Yosemite Bug Rustic Mountain Resort	The June Bug Cafe at the Yosemite Bug offers Comfort American foods rounded out with an exciting International menu with meats, vegan, seafood and vegetarian fare. The dinner menu changes nightly with a mix of local, garden, sustainable and organic ingredients directed by dedicated local chefs.		
Tribal-based Education about Working Lands			
Miwumati Healing Center	Miwumati Healing Center provides client-centered services to Native American individuals and families, integrating professional clinical counseling services with traditional Native American values and practices. The Center provides counseling, crisis and referral services, community mental health intervention and prevention activities to American Indian families, adults and children. Eligibility for services is based on the client's self-identification as being Native American. All are welcome!	- Food Box - Culture as Prevention - Whitefawn Wellness - Counseling - Elections - PAST: Yard Sale, Basket Weaving on the Creek	- Presented at the Mariposa Butterfly Festival - Partnered with Monarchs and Milkweeds public workshop presentation - Featured on Calscape website - Set up with the Mariposa Farmers' Market - Partnership with the Mariposa History Center
The Monarch Butterfly Pollinator Project	The Monarch Butterfly Habitat Project (Butterfly Home Place Project) and Pollinative Blog are led by Heather Bernikoff. The goal of the project, which is widely valued in the community, is to connect native youth with the land and each other. In partnership with advisors from the UCCE Master Gardener program and volunteers from the Xerces Society, the larger local community plants butterfly habitats including milkweed, golden yarrow, and other plants intended to support butterflies along their migration.	Pollinative Blog, Planting butterfly habitat	-72 subscribers
Food Security & Local Agriculture Awareness			
Kids Market	The Kids Market at the Mariposa County Certified Farmers Market is a monthly feature of the larger weekly Farmers Market that provides youth under 18 years of age with five dollars of “Market Bucks” to purchase local fruits, vegetables, and nuts from farmers. Its objectives are to increase food security, support access to fresh food and local produce, and incentive families to visit the Farmers Market in the summertime.		- 5 events annual during summer - 280 youth engaged in 2022 - 155 youth engaged in 2021

Mariposa County, List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Food Security & Local Agriculture Awareness (cont'd)			
Manna House	Manna House is a volunteer-led nonprofit organization providing supplemental food assistance to families in need in the form of groceries, holiday dinners, and a weekday food pantry.	Holiday groceries, Holiday dinner, Food pantry	- 200 food pantry visitors/month
Mariposa County Arts Council	The Mariposa County Arts Council non-profit organization with a mission to promote and support all forms of the cultural arts, for all ages, throughout Mariposa County. Their work involves arts education programs, public arts events and creative placemaking projects, as well as community partnership and arts policy to to enrich Mariposa economically, socially, and culturally.	Arts in Corrections, F/Stop photography, Veterans in the Arts, Creative Youth Development, Music on the Green, Mariposa Theatre Alliance, Public Art + Creative Placemaking, Special Exhibitions, JumpStArts	- Serve all individuals at the Mariposa County Adult Detention Facility through Arts in Corrections program - Serve all of Mariposa County 5th grade classrooms for 8-12 weeks through Artists in the Schools program
Mariposa County Farm Bureau	The mission and purpose of the Mariposa County Farm Bureau is to improve the ability of individuals engaged in production agriculture to utilize resources to produce food and fiber in the most profitable, efficient and responsible manner possible.		
Summer Meal Program	California's summer nutrition programs helps feed children healthy meals during the summer months. The summer meal sites are located throughout California.		- 10 sites in Mariposa County
Working Landscapes, Working Artists	Working Artists, Working Landscapes is a project by the Mariposa County Arts Council to support the Mariposa County Agricultural and Working Landscape Conservation Plan. The project will apply creative placemaking practices to facilitate community member participation in the Conservation Plan. Paired with a quantitative analysis, this project will articulate a strategy for conserving nearly 500,000 acres of working lands		

List of Existing Agricultural Education and Awareness Efforts			
Name	**Description**	**Key Activities**	**Impact**
Agri-tourism (additions)			
1850 Restaurant and Brewery	1850 Restaurant and Brewery is owned by couple Jake and Hanna Wackerman. What was originally a renovated restaurant dedicated to serving fresh food soon expanded to include "The Loft at 1850" and a brewery. They have been featured in numerous newsletters and TV shows: Lifestyle- Travel and Play, The Via Blog, Mariposa Gazette, and "DineOut Along the Road" from FOX26.	–1850 Brew Crew VIP membership –Treasurer for the Mariposa County Little League –Board member of the Mariposa Chamber of Commerce –Baseball coach of the Mariposa County Little League	–Donated food for first responders during July 2017 Wildfires –Employs 50 local Mariposa residents, expanding to 80 within five years
CostaLivos Mountain Gold Olive Oil	The CostaLivos olive grove is nestled in the western foothills of the Sierra Nevada mountain range, warmed by the California sun and watered by fresh glacial rivers. They carefully tend to their olive trees to produce the highest quality fruits, which are hand picked and cold pressed to yield the most flavorful extra virgin olive oils. CostaLivos sells both artisan olive oils and balsamic vinegars.	–Paint and Sip (monthly) –Tasting room	– Averaging 10 attendees for Paint and Sip event
Fouch Farms	The Fouch Farm family operates a multi-species farm with cattle, pigs, goats, chickens, hay and grain crops, and a market garden. They began farming in an effort to eat quality food, their love for animals, and the landscape farming produces. Their biggest goal is to become self-sustainable, and bring back the family farm.They are a small, family-run operation, which prefers to direct-market their products to their customers to ensure the quality of their products from start to finish. They are focused on being a regenerative, affordable, chemical-free and non-gmo, and humanely raised ranch.	–Consulting services	
Hornitos Beef	Erickson Ranch is a 4th generation family owned and operated cattle ranch located in Hornitos CA on land they own and leased land they maintain. Their goal is to provide their customers with 100% traceable, 100% natural and 100% quality ranch raised beef.	–Direct to consumers	
High Country Health Food and Cafe	The Pickard family operates High Country Health Foods & Café in historic Mariposa, California.Their store carries a wide variety of products like organic & local produce, a large selection of supplements, and specialty grocery items. They have many options for those with dietary needs; gluten-free, vegetarian, and vegan. They also boast an in-house café full of sandwiches, soups, and salads.	–Host a community Forum on their website	–Promotes 17 local businesses on their website -Promotes 15 local practiciones on their website

APPENDIX D.

Stakeholder Lists and Draft Outreach & Engagement Plan, Fall 2023

Mariposa County
Agricultural & Working Landscape Conservation Plan (AWLCP)
OUTREACH & ENGAGEMENT PLAN
2022-2023

1.0 Outreach Overview

The Cultivate Team has designed a "network" approach to **obtain focused and meaningful community feedback** as well as to encourage community dialogue and **"ownership" of the Plan**. The outreach approach is based on three core principles:

- *Inclusion*: We will work with the Core Team, Advisory Group and community stakeholders to ensure the AWLCP has broad, timely, and effective inclusion of community needs and perspectives both from individuals and organizations who regularly contribute to these kinds of planning processes as well as those who historically have not been engaged.
- *Focus*: We take an objectives-based approach to engagement, with each engagement opportunity designed to achieve a specific and achievable outcome in service to the creation of a plan that has broad support and community buy-in.
- *Creativity*: Community engagement is more than a series of meetings, it is an invitation to step into the complexity and nuance of problem solving in Mariposa County today. The engagement strategy includes a broad range of input methods from individual interviews, to small group working sessions, to community workshops.

The Outreach and Engagement Plan is designed to closely integrate with the outreach and engagement efforts of the **Working Lands, Working Artists: Leveraging Art and Design to Support Sustainable Agriculture Planning in Mariposa County (WLWA)** project. In addition to the tasks outlined below, the Cultivate Team will work closely with the WLWA project leads to leverage existing engagement efforts and build on those to introduce the community to the AWLCP and seek their feedback on the development of the AWLCP.

2.0 Outreach Tasks

SUBTASK 1B. Convene County and Core Team, Identify Advisory Group, and Craft Community Engagement and Outreach Plan

The County and Core Team with the Cultivate Team will identify a group of local and regional experts (Advisors) that will assist in identifying relevant stakeholders, synthesize data, help to create prioritization criteria, and evaluate models and policies. These Advisors will be a diverse group of leaders in the agricultural, equity, climate, planning and policy and conservation/ ecosystem services fields. The Advisors will inform the AWLCP's development throughout the process.

The Core Team and Cultivate Team will develop a *Community Engagement and Outreach Plan* as a method to coordinate engagement with key advisors and key community stakeholders so that their input is timely and relevant to the key components of the AWLCP.

The Core Team consists of the Cultivate Team plus the following people and organizations:
County of Mariposa: Steve Enger, Mikey Goralnik, Ben Ogren, Tara Schiff, Kaitlyn Casner, Hannah Harrison & Monica Nielsen

FFA: Buz Arnold
UCCE: Fadzayi Mashiri
California Cattleman's Association: Tony Toso
RCD: Melinda Barrett
Sierra Foothill Conservancy: Lexi Ballinger & Lauren Miller
Mariposa Arts Council: Cara Goger

SUBTASK 1C. Identify, Convene, and Engage Community Stakeholders

The Cultivate Team, with assistance from the Core Team, will identify key advisors to assist in community engagement efforts, technical review and AWLCP development. With the Core Team, and key advisors, the Cultivate Team will identify community and working lands stakeholders to represent community interests in community stakeholder workshops/listening sessions. Key stakeholders will include the working lands community, and a wide variety of community interests including farmworkers of underserved communities, environmental groups, equity and environmental justice, agricultural support businesses, agri-tourism and hospitality businesses, park service, timber industry interests, funders, lenders, and other community-based organizations. The Community Engagement Contact list is here.

The Cultivate Team with assistance from the Core Team will hold two community stakeholder workshops/listening sessions, each strategically focused and timed along points in the timeline to:

- Solicit input on AWLCP goals and objectives, gauge community concerns, and inventory key questions to consider in the Analytical Framework and Gap Assessment, and
- Review of draft plan framework for the AWCLP

Along every point of the process, this outreach and engagement will also provide an opportunity to introduce working lands conservation strategies and build awareness among the community on how working lands viability and vitality fit into the broader set of long-range community goals.

A key component of the EcoMetrics methodology in quantifying and assessing ecosystem service values is stakeholder engagement. Through the Social Value International (SVI)-approved process, EcoMetrics gathers key information from stakeholders to quantify, prioritize, and value benefits. The Cultivate Team will integrate preliminary stakeholder engagement elements within Subtasks 2B and 2C.

SUBTASK 1D. Hold Local and Regional Expert Convenings and Interviews

The Cultivate Team will coordinate and conduct conference calls, one-on-one interviews and/or small virtual meetings with Core Team and key advisors, as well as other stakeholders as advised to solicit input, knowledge, and insights and technical knowledge on the variables that should be considered in the analytical framework including the economic development strategy, education and awareness strategy, prioritization process and the drafting of the AWLCP. The information gained from these convenings and interviews will inform the development and completion of the AWCLP.

SUBTASK 1F. Prepare Outline of Plan Framework for Stakeholder/Community Engagement

To help solicit input from the first stakeholder meetings in Subtasks 1C and 1D, the Cultivate Team will prepare an Outline of the Plan Framework. This document will help communicate the nature of the project to stakeholders by describing the components that will be included in the final document: 1) Purpose 2) Background 3) Action Plan - Establishing an AWLCP Framework and 5) Phasing and Funding. As the project progresses, the outline will be used to guide the contents of the final Plan Framework as well as used for conducting the initial survey (See 3D below).

3.0 Outreach Summary Plan

A. Core Team Meetings (as needed) and One-on-One Meetings (On-going)

In addition to meetings with the Core Team as needed, the Cultivate Team will work closely with a subset of the Core Team and additional key advisors that will assist in identifying relevant stakeholders and synthesizing data, to help create prioritization criteria, and evaluate models and policies. The Core Team and advisors will inform the AWLCP's development throughout the process.

Outreach Objectives:

- Identify issues and interests
- Identify key community and working lands stakeholders to represent community interests in community stakeholder workshops/listening sessions
- Identify other local and regional technical experts to inform the work
- To utilize community resources in informing the Plan so that the Plan comes from the community
- To help the Core Team ask the right questions and make sure we are reaching constituent groups that have been historically underrepresented
- Provide on-going input and feedback on the Plan, mapping, and ecosystem service data collection and prioritization criteria
- Gather information and data from identified local and regional experts on the various efforts informing the AWLCP, including:
    - Quantification and assessment of ecosystem services findings
    - Economic analysis
    - Education and awareness findings
    - Preliminary prioritization criteria
    - Incentive Structure
    - Preliminary strategies for inclusion in AWCLP

Initial Key Advisors:

- Cara Goger, Mariposa Arts Council
- Mikey Goralnik, Mariposa County
- Lexi Ballinger, Sierra Foothill Conservancy
- Lauren Miller, Sierra Foothill Conservancy
- Tony Toso, California Cattlemen's Association
- Irene Vasquez, Southern Sierra Miwuk Nation, NPS

Criteria for Additional Advisors: Additional Advisors may be identified on an on-going basis and should represent a diverse group of leaders and technical experts in the agricultural, timber, tourism, parks service and hospitality, equity, climate, planning and policy and conservation/ ecosystem services fields.

Engagement Method:

- As needed, online meeting with the Core Team. As needed, the Cultivate Team will conduct informal one-on-one or small group meetings with a subset of the Core Team and/or additional Advisors to inform specific components of the AWLCP's development including, quantifying and assessing ecosystem services,

and gathering mapping, economic and community data relevant to informing the drafting of the final strategy.

When:

- As needed with Core Team and as needed with subset of Advisors from Fall 2022 through Spring 2023

B. Confirm Co-Conveners (August 2022)

Objectives:

- To utilize trusted community organizations in informing and helping to develop and send invitations for outreach efforts, data collection and stakeholder inputs.
- To act as a liaison to the larger community, and help to raise awareness about the Project's goals.
- To send invites and host two convenings with both Working Lands Community and Key Community Stakeholders.

When: August 2022

Who: The Cultivate Team recommends that **Sierra Foothill Conservancy,** the **Cattlemen's Association**, and the **Mariposa Arts Council** serve as the ***Community Conveners*** to assist the Cultivate Team in hosting engagement convenings.

C. Identify Working Lands Stakeholders and Key Community Stakeholders (August-September 2022)

The Core Team will assist the Cultivate Team in identifying relevant stakeholders.

Criteria:
Working Lands Stakeholders include members of the farming and ranching community that have a background and an interest in intimately participating in shaping the AWLCP throughout the process.

Key Community Stakeholders include a variety of private and public community interests including; farmworkers of underserved communities; advocacy groups related to equity, housing and/or environmental issues; agricultural support businesses, agri-tourism and hospitality businesses, timber and forestry sector; agricultural educators, funders, lenders; and land trusts, and other community-based organizations. These stakeholders also will have a background and an interest in intimately participating in shaping the AWLCP throughout the process.

D. Kick Off Survey in Conjunction with WLWA Outreach (September 2022)

Survey Objectives:

- Kick off the WLWA and AWLCP to introduce the key community stakeholders as well as the community about the projects and get initial perspectives on how working lands and artists create a sense of community.

Participants:

- Key Working Land and Community Stakeholders (as identified in C above) and Broader Community Stakeholders, identified by the Core Team and Advisors.

Design:

- WLWA team to develop a list of stakeholders for the survey and set up and receive responses. Cultivate Team to help draft questions.

When: Mid-September 2022

E. Fall Convening 2022 - Introductory Workshop #1 (October 2022)

Workshop Objectives:

- Introduce the project to the community and get people excited and engaged in discussing the future of Mariposa's working lands.
- Inform the community about the opportunities of the SALC program and the overall goals of the program.
- Present the Outline of the Plan Framework and draft AWLCP goals and objectives
- Solicit feedback on the Analytical Framework
- Gauge community concerns
- Frame up the conversation regarding the key questions the community wants answered.and conversations around agricultural, threats, opportunities.
- Get stakeholders familiar with the ecosystem services assessment and prioritization work and how that will inform the process going forward.

Attendees:

- Co-conveners (Hosts)
- Core Team
- Working Lands and Key Community stakeholder members identified by co-conveners, Advisory Group and Cultivate Team

Design:

- Develop a project flyer as a part of the stakeholder invite to explain the goals of the project, present a short outline of the Plan Framework, and present questions to stakeholders to prepare them for the stakeholder workshop.
- 2 hour Zoom meeting with facilitated breakout sessions (one for working lands stakeholders and one for the key community stakeholders) and 10 minute break. The Co-conveners can host in person meetings at their offices for those who would rather meet in person.

When: Late October 2022

F. Stakeholder Engagement for Quantification and Assessment of Ecosystem Services (on-going)

Outreach Objectives:

- To learn from relevant stakeholder what impacts (benefits or negative) they expect from anticipated changes
- To get a sense of how they perceive these changes in terms of: relation to current state, magnitude, frequency, and degree of impact
- To provide insight, if they wish, on the perceived value of the impact

Attendees/Interviews:

- Reasonable and practical representation from key stakeholder groups

- (EcoMetrics LLC will review lists of stakeholders identified in Task 1C and note if any necessary stakeholder groups are missing)

Engagement Method:

- A series of set questions asked by the EcoMetrics team (in person, virtual, or phone)
- Questionnaire to rank current benefits and expected benefits using a scaling system (can be done in person at convening or via email)

When:

- Ideally to be done in conjunction with all other convenings and outreach (Tasks 1C and 1D).
- One-on-one outreach can be done during and around the convenings

G. Spring Convening/WLWA Dinner 2023 - Workshop #2 (April-May 2023)

Workshop Objectives:

- Solicit input on:
  - Quantification and assessment of ecosystem services findings
  - Economic analysis
  - Education and awareness findings
  - Preliminary prioritization criteria
  - Preliminary strategies for inclusion in AWLCP

Attendees:

- Co-conveners (Hosts)
- Core Team
- Working Lands and Key Community stakeholder members identified by co-conveners, Advisory Group and Cultivate Team.

Design:

- In-person workshop, integrated with WLWA dinner outreach event

When: April-May 2023

CORE PROJECT TEAM

The following Core Project Team served to identify local and regional experts and other relevant stakeholders, synthesize data, share informational resources, review background reports, and evaluate draft strategies and models.

NAME FIRST	NAME LAST	AFFILIATION
Buz	Arnold	Future Farmers of America Advisor
Melinda	Barrett	Mariposa County Resource Conservation District, Executive Director
Fadzayi	Mashiri	UCCE Mariposa County Director and Livestock and Natural Resource Advisor
Lauren	Miller	Sierra Foothill Conservancy, Conservation Director
Monica	Nielsen	Mariposa County Agricultural Commissioner
Tony	Toso	California Cattlemen's Association, President 2020-2021

COMMUNITY STAKEHOLDERS

The following Community Stakeholders were invited to attend and represent community interests in community stakeholder workshops, listening sessions, and in-person and/or phone meetings.

NAME FIRST	NAME LAST	AFFILIATION
Jackie	Baxton	Hunters Valley rancher
Lexi	Ballinger	Sierra Foothill Conservancy
Heather	Bernikoff	Indigenous Yaqui ranch owner
Janet	Bibby	Past BOS, cattle rancher
Diane	Bohna	Rancher
Brian	Bullis	Mariposa County Fair Board
Mike	Carter	Forest/Ranch manager/Owner
Kris	Casto	Casto Winery/Vineyards
Don and Kim	Costa	Costa Livos
Megan and Eric	Erikson	Erickson Ranch and Hornitos Beef
Jonathan	Farrington	CEO & Executive Director, Yosemite Mariposa County Tourism Bureau
Bridget	Fithian	Sierra Foothill Conservancy, Executive Director
Wayne	Forsythe	Current BOS/Retired FFA Teacher/Retired Rancher
Jesse	Fouch	Happy Goat Farm and Fouch Family Farm
Tara	Fouch-Moore	Southern Sierra Miwuk Nation and American Indian Council of Mariposa County
Jazzmyn	Gegere	Southern Sierra Miwuk Nation
Elnora	George	Retired Hospital Admin/Ranch/Farm Bureau/CCA
Andrew and Lauren	Gliken	Raw Roots
David	Greenwood	BLM (Merced River)
Dawn	Huson	Big Table Ranch (Coyote Fest)
Carla	Kelly	Kelly Ranch
Kari	Kisela	Chamber of Commerce
Brian	Mattos	Madera-Mariposa-Merced Unit Forester, Cal Fire
David	Mecchi	RCD President, Forest Landowner/Manager
Len	Nielsen	Cal Fire Tribal Liaison (re forest products, tribal relations)
Brenda	Ostrom	Brenda's Tomatoes & Poultry
Sue	Overstreet	Sierra Foothill Conservancy Board Member, Silver Hikers Club of Mariposa
Beth	Pratt	National Wildlife Federation
Nate and Rosalyn	Pyle	The Grove House
Leslie	Rauch	Rauch Winery/Vineyards
Tom	Ritter	Creekside Nursery & Mariposa Feed
Clay	River	Mariposa Arts Council
Fred	Rodenhuis	Grazing/Forest Landowner/Entrepreneur
Glen	Rothell	Rotary/Retired NPS/Lions Club/SFC Volunteer
Scott	Roycroft	Better Place Forests
Mark	Scott	Forest Landowner/Manager
Karen/Marvin	Silver	Silver Vineyard
Jen	Taylor	Regional large animal vet/Cattlewomen
David and Dana	Tiel	Sierra Cider
Danette	Toso	Mariposa County Farm Bureau/Rancher/Current BOS
Jarrod	Twiss	Ranch Fence/Lion's Club
Kelly	Williams	Grupe Ranch/Farm Bureau
Irene	Vasquez	National Park Service, Cultural Ecologist

APPENDIX E.

Agricultural Conservation Policy & Land Conservation Assessment for Mariposa County, April 2023

Agricultural Conservation Policy & Land Conservation Assessment for Mariposa County

April 2023

In reviewing the County's policy documents, the Cultivate Team identified strategies and tools to *"to protect and preserve agriculture for Mariposa County's future."* and that support the statement that *"Agriculture contributes to the County's economic and social sustainability and is a major aspect of the County's rural character, "* as described in the Guiding Principles of the General Plan, adopted in 2006.

To assess whether the County has adopted a balanced set of strategies and tools to implement its policies, Cultivate applied a framework to assess whether the Counties policies support the following agricultural preservation efforts:

1) Avoid development and maintain the agricultural landscape
2) Minimize farmland loss with more efficient development
3) Mitigate the loss of farmland with conservation easements
4) Encourage a favorable agricultural business climate
5) Maintain and enhance natural capital.

Cultivate used this framework as a guide to inventory the strategies and tools found in the General Plan and based on stakeholder holder outreach and findings from the ecosystem services assessment, economic development strategy, and education and awareness strategy, the team will determine the need for updates to existing policies or new policies and programs to support new objectives.

In addition, Cultivate identified several community efforts and related reports that support land conservation efforts. These are listed below as references.

Existing Policies and Implementation Measures Relating to Agricultural Conservation in Mariposa County

1. Avoid Development & Maintain the Agricultural Landscape		
Document	***Goal/Policy/Program***	**Details**
General Plan - Land Use Element (2006)	*Planning Study Areas*	The General Plan creates the land use classification “planning area.” Planning areas identify “towns,” “communities,” and “special” planning areas. Town planning areas represent the rural scale "urban" development centers for the County. “Effective design review guidelines created for planning areas can ensure rural character is maintained, even with higher densities and commercial and industrial uses.”
General Plan - Land Use Element (2006)	*Goal 5–5: Designate land areas to maintain the County’s agricultural/working landscape.*	Implementation Measure 5-5a(1): The Land Use element shall identify lands within which the economic uses for the production, extraction, or harvesting of food, fiber and timber shall be the primary purpose.
General Plan - Land Use Element (2006)	*Goal 5-9: Maintain rural densities for residential development outside planning areas.*	Implementation Measure 5-9a(1): Outside Planning Areas, the maximum allowable density for residential development shall be one dwelling unit per five acres.
General Plan - Agricultural Element (2006)	*Goal 10-2: Avoid loss of agriculture lands in the Agriculture/Working Landscape land use classification to maintain rural character.*	No land within the Agriculture/Working Landscape land use classification shall be changed to a Residential, Planning Area or Natural Resource land use classification unless the Board of Supervisors adopts all of the following findings (see page 5-14 in GP)
General Plan - Agricultural Element (2006)	*Goal 10-6: Preserve agriculture lands to maintain County character.*	Implementation Measure 10-6a(1): Prohibit the construction of residences on parcels that are subject to a Williamson Act contract unless they comply with the terms of a Williamson Act contract. Implementation Measure 10-6a(2): Review enforcement of Williamson Act provisions requiring onsite residents to be actively performing qualifying agricultural activities on all contracted property.

2. Minimize agricultural land loss with more efficient development		
General Plan - Land Use Element (2006)	*Goal 5–2: Create land use density and development patterns to manage growth in patterns avoiding sprawl.*	Implementation Measure 5-2a(1): Development shall grow outward from Planning Areas and Residential Areas with available services. Implementation Measure 5-2a(2): Establish land development regulations defining permitted uses and establishing standards for close-to-services development. Implementation Measure 5-2a(3): The County shall make findings that the development will not result in premature urbanization of the Planning Study Areas.
3. Mitigate the loss of farmland with conservation easements		
General Plan - Agricultural Element (2006)	*None*	Section 10.1.04 MAINTAINING THE RURAL CHARACTER OF THE COUNTY: "There are effective programs to assist agricultural business owners in preserving their land. Some property owners have sold development rights creating "conservation easements." The Sierra Foothill Conservancy, the California Rangeland Trust, and the recently-formed Sierra Nevada Conservancy are among the organizations that assist owners in establishing conservation easements."
Board of Supervisors Resolution 10-150	*Williamson Act*	LCA 20-year contracts with automatic annual renewal
4. Encourage a favorable agricultural business climate		
General Plan - Agricultural Element (2006)	*Goal 10-1: Create a support staff for agriculture providing assistance and innovation for agricultural activities.*	Includes roles for Ag Commissioner, Ag Advisory Committee, and Mariposa Unified School District.

General Plan - Agricultural Element (2006)	*Goal 10-2: Avoid loss of agriculture lands in the Agriculture/Working Landscape land use classification to maintain rural character.*	Areas of the General Plan classified as Agriculture/Working Landscape and proposed for reclassification to a Residential, Planning Area, or Natural Resource land use classification will be reviewed against the following criteria. No land within the Agriculture/Working Landscape land use classification shall be changed to a Residential, Planning Area or Natural Resource land use classification unless the Board of Supervisors adopts all of the [a set] findings (see policy). Ongoing review standard.
General Plan - Agricultural Element (2006)	*Goal 10-3: Preserve agricultural economic viability to the greatest extent possible.*	*Policy 10-3a: Collaborate with the Mariposa County Farm Bureau, agricultural interests, institutions, agencies, and groups to devise strategies defining resource stewardship.* Implementation Measure 10-3a(1): The Agriculture Commissioner and Agricultural Advisory Committee should create a document identifying successful practices used in the County. *Policy 10-3b: Maintain our agricultural resources to diversify the local economy.* Implementation Measure 10-3b(1): Develop and implement a program cataloging sources of funding and resources providing technical and economic assistance for agriculture stewardship.
General Plan - Agricultural Element (2006)	*Goal 10-4: Preserve heritage crop varieties.*	Implementation Measure: 10-4a(1): The agricultural resources program should include support for identifying a market for heritage crop varieties.
General Plan - Agricultural Element (2006)	*Goal 10-5: Encourage the expansion of the agricultural economy.*	Implementation Measure 10-5a(1): Accommodate agritourism uses through changes in Agriculture zones Implementation Measure 10-5b(1): The Economic Development Strategic Plan should include strategies for agritourism. Implementation Measure 10-5b(2): Coordinate with the private sector to implement an economic development strategy for agriculture.

General Plan Strategic Implementation Work Plan (2018)	*Task 4.5 Agricultural Best Practices Program*	Prepare a manual or similar document identifying successful agricultural practices used in the county. Develop and implement a program describing funding sources for agricultural technical and economic assistance. Include support for identifying a market for heritage crop varieties. Lead departments: Agricultural Commissioner, Planning
General Plan Strategic Implementation Work Plan (2018)	*Task 1.5 Zoning Ordinance Updates*	Clearly define uses compatible with agriculture and accommodate agritourism uses through changes to Agriculture and other zone districts.
Economic Vitality Strategy (2017)	*Action 1.2.3: Continue to work with community partners and stakeholders to develop additional Tourist Attractions, Events, and Activities*	*Action Step: Expand and promote the agriculture and agri-tourism sectors (see page 9)* - Explore opportunities to expand Agri-Tourism - Investigate and adopt Agri-Tourism Best Practices - Adopt a Farm-to-Fork Program - Organize, promote, and sponsor Agriculture Festivals and Events - Develop an Agri-Tourism Marketing Campaign
Economic Vitality Strategy (2017)	*Action 2.1.1: Launch a Cluster Initiative*	*Action Step: Provide farmers with information about Value-Added Agriculture (see page 13)* - Explore opportunities to attract a local Wholesale Distribution Operation
Economic Vitality Strategy (2017)	*Action 3.1.1: Establish a Business Assistance Program for local businesses to help them succeed and thrive.*	*Adopt a Local Vendor Preference Purchasing Policy for the public purchase of goods and/or services, to give some preference to local businesses.*

Right to Agricultural Activity, County Code 18.04	Right to Agricultural Activity Ordinance	See ordinance.
5. Maintain and enhance natural capital		
Document	***Goal/Policy/Program***	**Details**
General Plan Strategic Implementation Work Plan (2018)	*Task 3.1 Greenhouse Gas Reduction Program*	Ensure that the plan considers both the emissions impacts and the sequestration benefits of forests and agriculture.
General Plan Strategic Implementation Work Plan (2018)	*Establish a Mariposa County Environmental Conservation Program comprising development standards and ongoing programs to conserve, protect, and mitigate impacts to the following resources: Agricultural, Biological, Mineral, and Water*	For agriculture: Maintain a program for agricultural invasive species eradication

	Terra Count tool	GOALS FOR DATA GENERATED TerraCount will significantly advance the county's efforts to quantify available carbon stocks and greenhouse gas emissions and provide data to implement the following key tasks in the General Plan Strategic Implementation year 2, 3, and 4: • Task 2.4: Environmental Conservation Program • Task 3.1: Greenhouse Gas Reduction (GHG) Program • Task 4.5 Agricultural Best Practices Program Another goal for this tool is to assist other ongoing programs, such as implementation of the IRWM (Integrated Regional Water Management) Plan, and the Mariposa County Fire Advisory Committee's Community Conservation and Wildfire Protection Plan (CCWPP) by enhancing available County GIS and core data
Other County Policy and Planning		
General Plan Strategic Implementation Work Plan (2018)	*General Plan Technical Update*	Prepare existing conditions report…Complete remaining technical updates to the following General Plan Elements: Administration, Land Use, Economic Development, Arts and Culture, Circulation-Infrastructure-Services, Agriculture, Conservation and Open Space, Local Recreation, Regional Tourism, Historic and Cultural Resources, Noise.
Greenhouse and Storage Buildings (handout)	*Mariposa County prohibits ALL commercial activities associated with medical and recreational marijuana, including growing, processing and sale.*	Similarly, industrial hemp is not permitted in the county or state at this time. Mariposa County has an active code compliance program for prohibited activities associated with marijuana.
Agricultural Advisory Committee		PURPOSE: A) Advise and provide recommendations on agricultural issues associated with the General Plan and zoning, including requests for General Plan and Zoning Ordinance or map amendments involving

		agricultural lands and issues; B) Review and provide recommendations on applications for new Williamson Act (Land Conservation Act) Contracts, applications for cancellation of Williamson Act (Land Conservation Act) Contracts, and non-renewal of Williamson Act (Land Conservation Act) Contracts; C) Review and provide recommendations on policies for implementation of the Williamson Act (Land Conservation Act) in Mariposa County; and D) Provide recommendations to the Board of Supervisors on matters of importance to the agricultural community and agricultural industry
Mariposa GP Technical Background Report		Short background on ag, as of 2006
Other Reports to Reference:		
Evaluating Ecosystem Services, Values and Return on Investment of Conservation Easements held by the California Rangeland Trust	n/a n/a	Report estimates the value of ecosystem services provided by 56 conserved ranches and calculates the return on investment of the Rangeland Trust's conservation easements. Not specific to Mariposa.
Sierra Nevada Conservancy Strategic Plan	*Permanently protect high-benefit lands that are threatened with conversion, represent unique natural characteristics, or are critical for resilience to climate*	Strategy 1: Assess the land conservation priorities of other agencies and partners, climate vulnerability assessments and existing funding programs to identify the highest priority SNC activities to support strategic land conservation. Strategy 2: Distribute available funds, according to their criteria, in a

	change.	timely and strategic manner to realize maximum positive benefit. Strategy 3: Advocate for and secure increased funding for strategic land conservation in the Region, including funding for the SNC and other agencies and organizations. Strategy 4: Work with land trusts and other conservation partners to design and test climate-smart approaches to private land conservation, including conservation easement agreements with provisions allowing for active management and ecological restoration, multi-benefit management plans, and long term ecological monitoring programs to evaluate success. Strategy 5: Work with SNC County Board members to identify opportunities to improve the cooperation and consultation process and explore utilization of land use planning tools for conservation purposes.
Sierra Cascade Strategic Conservation Action Plan (Sierra Cascade Land Trust Council)	The goals for the overall strategic planning process are to: - Make the case for more conservation funding to protect the unique resources of the Sierra Cascade region - Create a shared vision for conservation that is compelling, flexible, and adaptable - Develop a plan that helps direct conservation investments as effectively as possible - Build stronger partnerships to foster collaborative conservation	See web tool: https://sierracascadeconservation.org/scapmap/

APPENDIX F.

Key Findings, Trends, Quotes, and Feedback from Engagement Events and Surveys, 2024

Mariposa Ag and Working Landscape Conservation Plan

Survey Key Findings, Trends, and Quotes
February 2, 2023

*Do you think Mariposa County's working lands significantly contribute to the *local economy*?*

- Contribution(s) of working lands are a part of the overall local economy, significantly overshadowed by the reliance of the tourism economy.
- Ecosystem services benefits are recognized as a key feature of what Mariposa County working lands have to offer.
- Cattle grazing is important to the County's economy and also serves to reduce wildfire fuel. Local meat processing facility would decrease the costs and allow ranchers to sell directly to their community.
- Mariposa's working lands and agriculture represent a historic way of life and a strong cultural asset that is deeply woven into the community and economy.
- There is room for growth in local farms that provide food to the local community. Farmers Market, plants sales, home vegetable gardens, cows and goats, eggs.
- The aesthetic beauty of Mariposa's working lands and the sense of place that they create is a draw for visitors and tourists.
- Specialized work to maintain and restore timberlands is still generating local economic activity. Logging and mining are not reaching their potential.

<u>Informative Quotes</u>

"Mariposa has to be about more than tourism. The health of the surrounding land has to be equally or more important."

"*Though it doesn't seem like agricultural/working lands are at the forefront of Mariposa's local economy (in the same way tourism is, for example) it does feel like a long-standing foundational component of our historic industry and is a significant component in public attitude and understanding of place, which contributes vicariously to local economy."*

"Although tourism is considered the top contributor to the local economy, I think that agriculture is deeply woven into the cultural fabric of our community and contributes in multiple ways to the economic development of the County. I think it should be expanded upon in terms of outreach and promotion!"

"NRCS brings millions of dollars annually of funding to local community members who hire contractors to help with land management. All of this money remains in the county."

*Do you think Mariposa County's working lands significantly contribute to *our environment*?*

- Working landscape can contribute in both positive and negative ways. Working lands management can be extractive, or managed in a sustainable way that create ecosystem service benefits such as carbon sequestration, fire prevention, vegetative management, clean water, protection of endangered species and their habitat.
- There is a need for education on conservation land management practices and to influence public attitudes towards understanding the benefits.

Informative Quotes:
"*The more people who work on and with the land recognize its value, prioritize its health, and practice and teach [generational] stewardship. This potentially influences our public attitude toward environmental sustainability and conservation as an issue that is both relevant, active and a high shared priority for protection.*"

*Do you think Mariposa County's working lands are a significant part of our *local identity*?*

- Mariposa County is at a transition point. Many people value the rural environment, however, the fact that the County had a significant workforce housing deficit cannot be overlooked.
- The farming and ranching identity is strong, but diversification is needed (e.g. timber, wineries, etc)
- Other kinds of local identity may come from less recognized, but just as a relevant community groups like Latinx agricultural workers in the Central Valley which borders Mariposa.
- Working lands need to be elevated for the economic and cultural role they have as they can contribute to strengthening Mariposa as place.

Quotes:
"There is a deep-rooted generational component of agriculture that few industries hold as distinctly. It is a historically human lifestyle; a culture; a social network. We are inexorably linked to lands and living in a rural community where we are either in the ag landscapes, adjacent to them, or connected to people who work them, we are held witness to their activity, abundance and distress to some degree at all times."

"Many people in our community are directly, or indirectly connected to working lands and come from families that have been connected for a few generations."

"We can't just be the county Yosemite is located in - we've got to have more than that."

"We are a rural County with all of those rural values and traditions, particularly those of community. Ranching and farming are woven into the fabric of Mariposa County's identity, now and in the future. FFA and 4H are integral components of that fabric."

"Many Mariposans feel a deep connection to traditional agricultural lifeways, both from colonial and Indigenous perspectives. These practices and lifestyles are important parts of Mariposa County's history AND PRESENT--many still practice and manifest these traditions, so they are a significant component of our sense of place."

*Do you think there are any *other benefits* of our working lands?*

- Employment opportunities, direct and indirect
- Sense of pride
- Education
- Protected viewshed of the Sierras
- Connection to community and each other
- Vegetation management by contract goats
- Organic produce - on farm, CSA, and Certified Farmers Market
- Apiary sites - honey and pollination
- Rural lifestyle
- Mental health
- Fire mitigation
- Working lands should be supported to build corridors of protected habitat and native plants across the county. This could be in the form of hedgerows of native bushes, shrubs and trees, landscapes of native grasses and pollinator plants. These would attract pollinators, birds and other beneficials. This could be a unique, beautiful and beneficial aspect of working landscapes in Mariposa - something we could be known for and lead the way forward!
- Preservation of Indigenous sacred and historic sites as well as preservation of First Foods that are in the landscape that would be disrupted by Dominant Culture Agriculture.

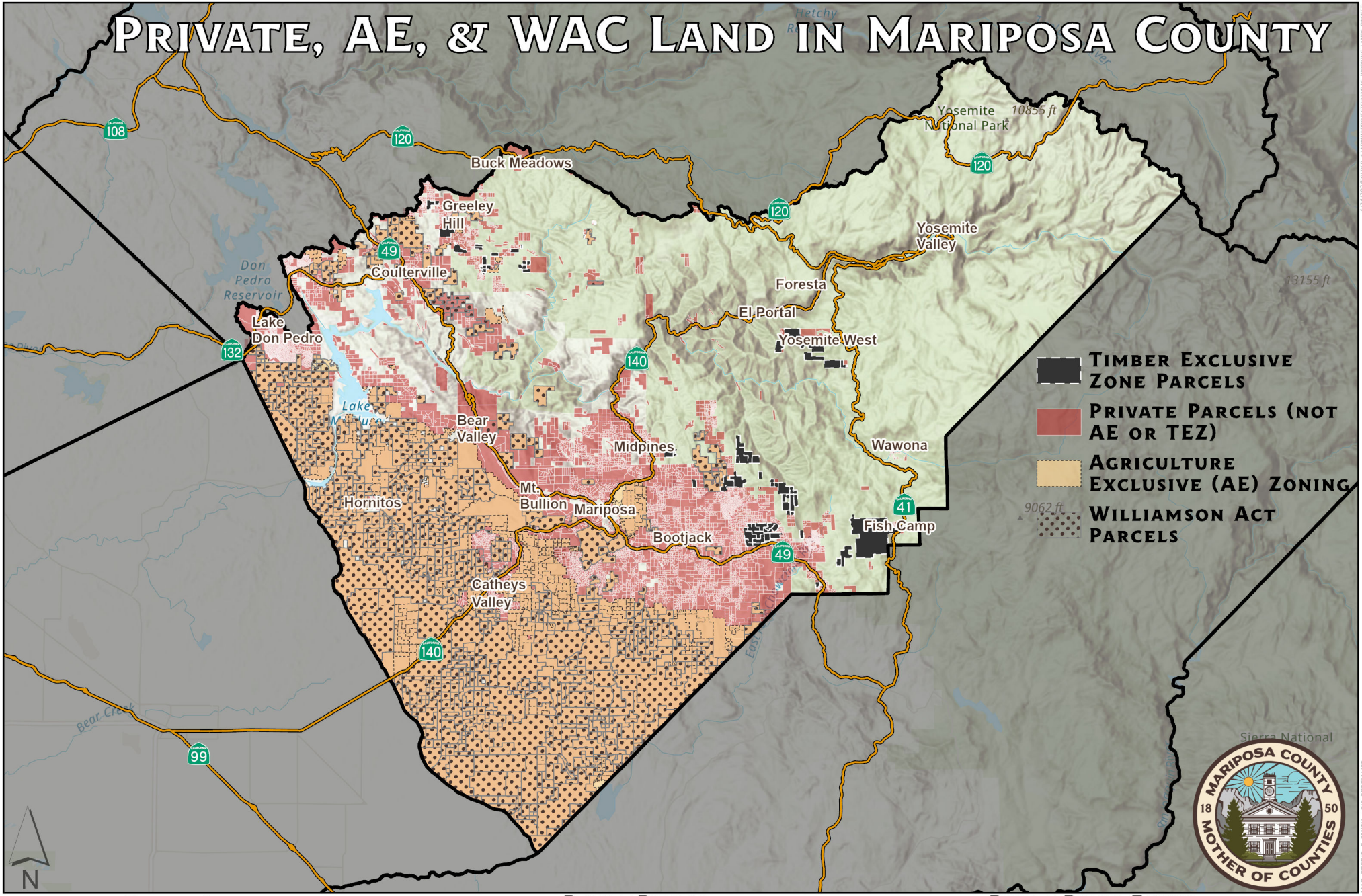
"*We feed the world and maintain habitat and ecosystems for the community and world to enjoy. It is our heritage and responsibility that we take pride in trying to be better today, than we were yesterday."*

"If we are able to incentive more sustainable, regenerative agriculture practices on these lands we could then start to really make a difference with climate change. Our farm is sequestering more and more carbon every year by not tilling our rows. If more lands did this and practiced other similar regenerative farming practices we could sequester so much more (and also keep our ecosystems in balance at the same time.)"

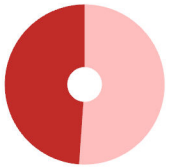
APPENDIX G.

Maps of Mariposa County as of June 2024

Private, AE, & WAC Land in Mariposa County



Private Acres

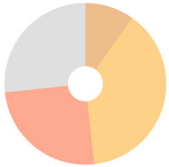


- Acres not under WAC 51.1%
- Acres under WAC 48.9%

Private Parcels

- Not under WAC 94.0%
- Under WAC* 6.0%

Private Parcel Zoning

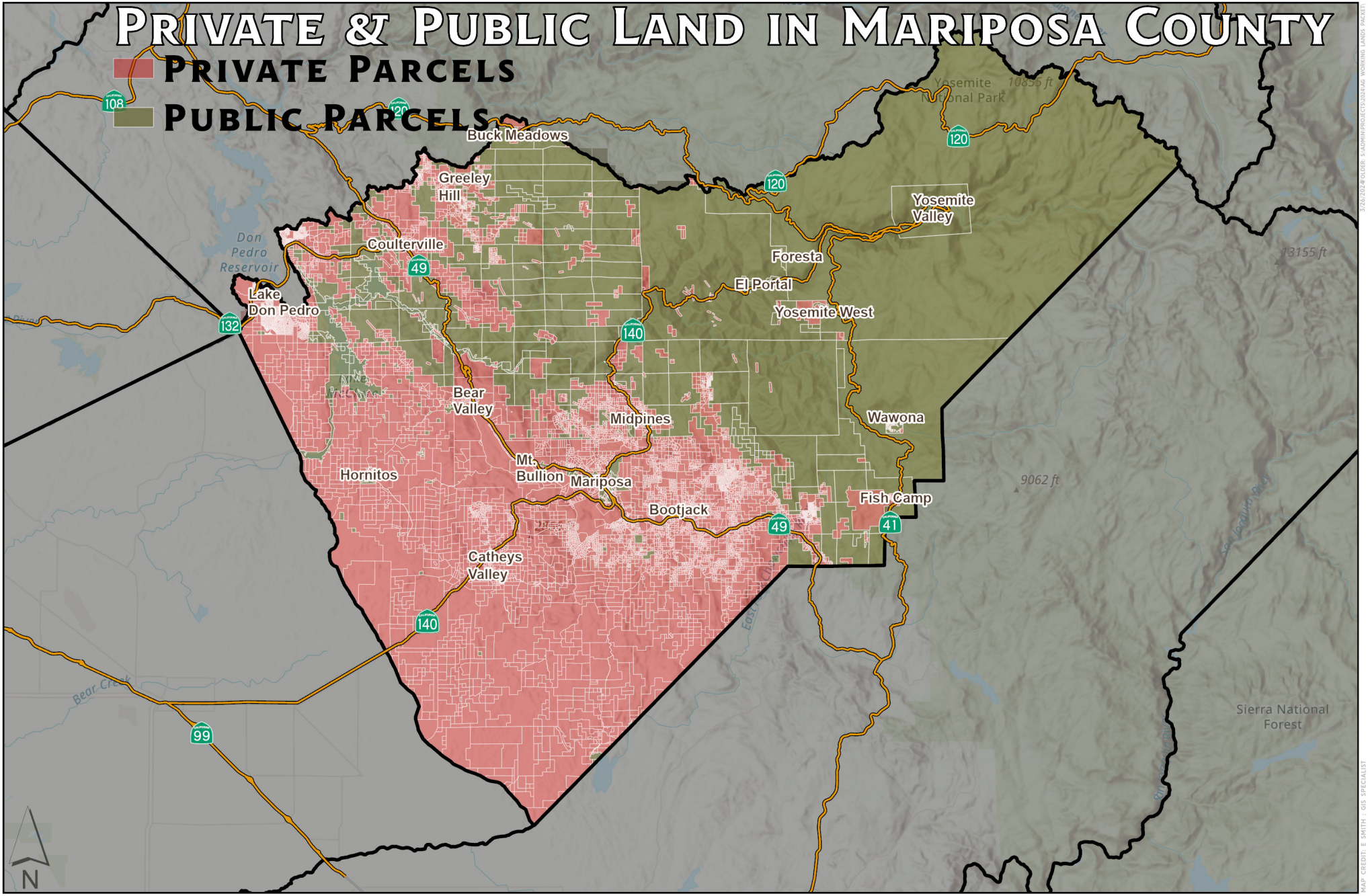


- Agriculture Exclusive 9.8%
- Mountian Home 38.4%
- Rural Residential 25.1%
- All other zoning 26.7%

*Parcel counts may not add to 100% due to parcels along Tuolumne border being in shared county assessment.

MAP CREDIT: E SMITH - GIS SPECIALIST

Private & Public Land in Mariposa County



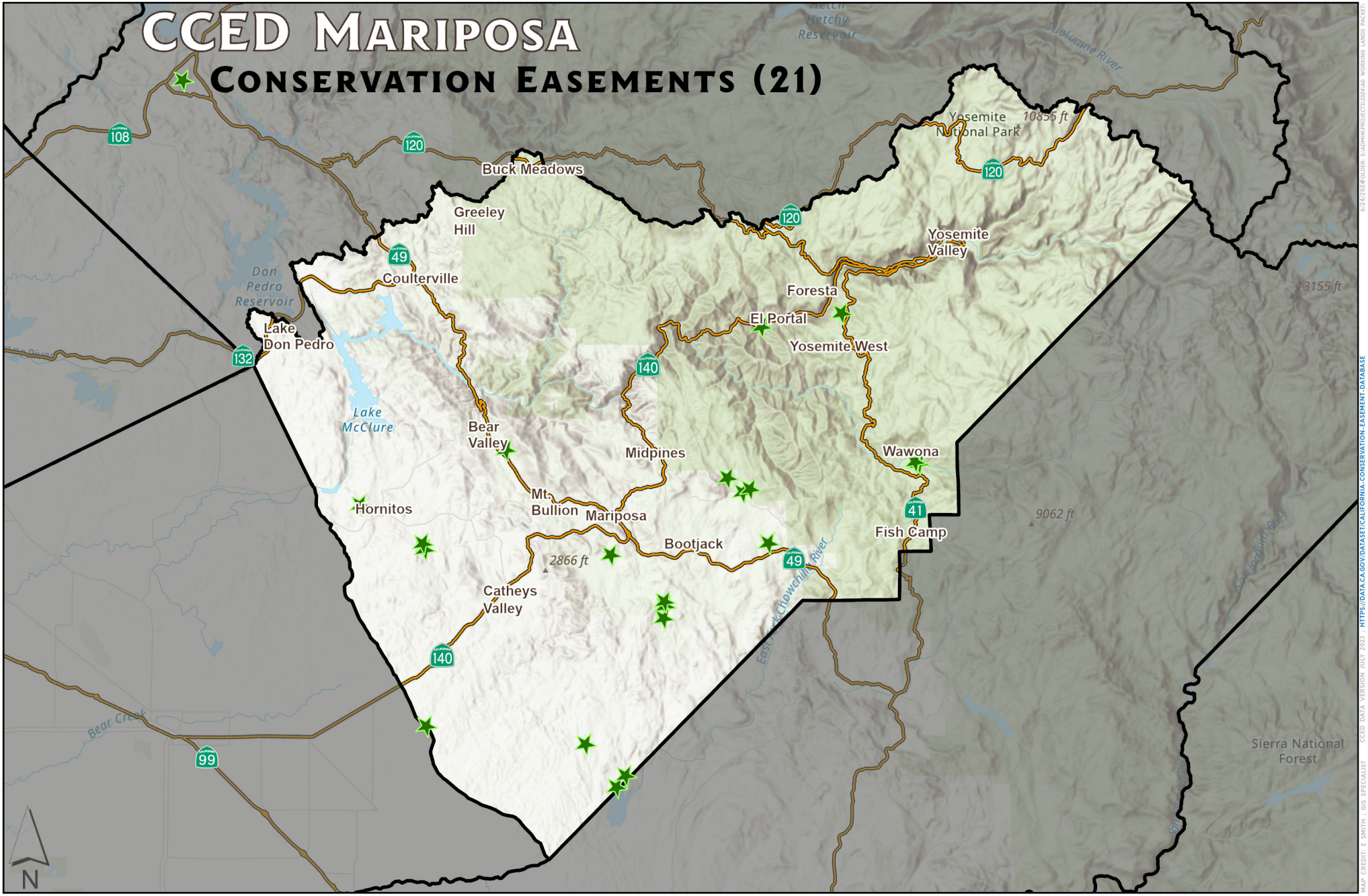
Private

COUNT - 13,359
TOTAL ACRES - 428,233.45
AVERAGE ACRES/PARCEL - 32.05
MEDIAN ACRES/PARCEL - 5

Public

COUNT - 947
TOTAL ACRES - 315,274.32
AVERAGE ACRES/PARCEL - 332.91
MEDIAN ACRES/PARCEL - 15.39

MAP CREDIT: E. SMITH ; GIS SPECIALIST



California Conservation Easements

TOTAL EASEMENT ACRES - 17,921.66*

*DATA REPORTED TO CCED BY LAND TRUSTS AND MAY NOT BE WHOLLY REPRESENTATIVE

ALL EASEMENTS ARE CLOSED TO PUBLIC ACCESS. DO NOT ATTEMPT TO ACCESS THEM.

MAP CREDIT: E SMITH ; GIS SPECIALIST — CCED DATA VERSION JULY 2023 — HTTPS://DATA.CA.GOV/DATASET/CALIFORNIA-CONSERVATION-EASEMENT-DATABASE

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
PLANNING COMMISSION

Resolution
No. 2024-011

Recommending acceptance, not approval, of the Agricultural and Working Lands Conservation Plan (AWLCP) conditioned that it is only a source document to help formulate the General Plan, and that the Agricultural Advisory Committee advise the Planning Commission and Board of Supervisors on the section of the AWLCP that will benefit the General Plan Agricultural Element.

WHEREAS, an application by the Mariposa County Planning Department to the Department of Conservation's Sustainable Agricultural Lands Conservation (SALC) Grant Program was approved by the Board of Supervisors on 10th day of September 2019; and

WHEREAS, this application was to fund the creation of a County Agricultural and Working Landscape Conservation Plan (AWLCP); and

WHEREAS, the AWLCP was intended to be key to the implementation of several General Plan implementation tasks, while reinforcing established County policies for the protection and longevity of the County's long-cherished Ag lands and achieving the State's Greenhouse Gas (GHG) reduction and climate goals; and

WHEREAS, the General Plan tasks that the AWLCP will help implement are: 2.4 Environmental Conservation Plan, 3.1 Greenhouse Gas Reduction Program, 4.4 Collaborative Planning Dialogue, and 4.5 Agricultural Best Practices Program; and

WHEREAS, the County entered into a standard agreement with the Department of Conservation on 15th day of March 2020, noting the AWLCP will include four elements: 1) Ecosystem Services Values, 2) Agricultural Economic Development Strategy, 3) Education and Awareness Strategy, and 4) Land Use Policy; and

WHEREAS, the AWLCP will be used in future policy planning efforts by utilizing the knowledge and data acquired through the AWLCP and will assist the State and County in meeting GHG and climate goals; and

WHEREAS, to develop and revise the AWLCP, Planning Department staff engaged members of the Ag community and the community at-large through surveys, open houses, and stakeholder meetings to ensure the recommendations are suitable for Mariposa County; and

WHEREAS, the AWLCP Draft No. 1 of was created by the contractors, Cultivate, LLC, with assistance from members of the project's Core Team; and

WHEREAS, the AWLCP Draft No. 2 was presented to the Board of Supervisors on 15th of August 2023, as well as to the Planning Commission, Agricultural Advisory Committee, Farm Bureau, Economic Development Corporation, and the Southern Sierra Miwuk Nation Tribal Council from September to November 2023; and

WHEREAS, the AWLCP underwent three (3) drafts that were responsive to the comments received during the community engagement portion of the project from July 2023 to October 2024, and

WHEREAS, after extensive revision by Planning Department staff, AWLCP Draft No. 3 was presented to the Agricultural Advisory Committee and Farm Bureau in June of 2024 for discussion; and

WHEREAS, the AWLCP Draft No. 3 underwent revisions based on the Agricultural Advisory Committee and Farm Bureau discussion comments in June of 2024;

WHEREAS, on 3rd day of October 2024 the Agricultural Advisory Committee voted to recommend acceptance, not approval, of the AWLCP Draft No. 4 conditioned that it is only to be used as a source document to help formulate the 2026 update to the County General Plan, and that the Agricultural Advisory Committee advise the Planning Commission and Board of Supervisors on the sections of the AWLCP that will benefit the General Plan Agricultural Element; and

NOW THEREFORE, BE IT RESOLVED THAT the Planning Commission of the County of Mariposa does hereby recommend that the Board of Supervisors find the project is exempt from the California Environmental Quality Act.

BE IT THEREFORE BEIT FINALL RESOLVED THAT the Planning Commission of the County of Mariposa does hereby recommend that the Board of Supervisors accept and adopt the AWLCP as a supporting plan to the General Plan and work with the Agricultural Advisory Committee to select portions of the AWLCP that will benefit the 2026 General Plan Update of the Agriculture Element.

ON MOTION BY Commissioner Herman, seconded by Commissioner McCamman, this resolution is duly passed and adopted 15th day of November 2024, by the following vote:

AYES: BAGGETT, SMITH, HERMAN, GRAY, MCCAMMAN

NOES: NONE.

EXCUSED: NONE.

ABSTAIN: NONE.

Art Baggett, Chair
Mariposa County Planning Commission

Attest:

Sophea Craighead, Secretary
Mariposa County Planning Commission

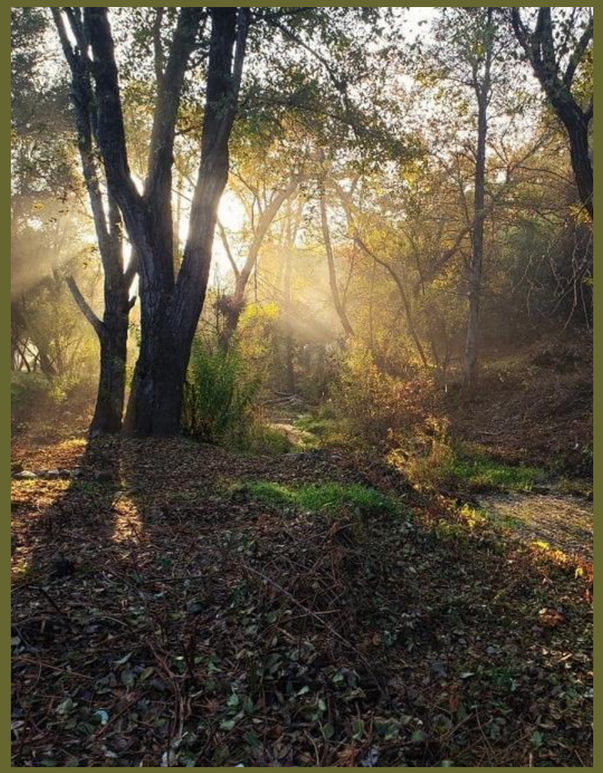
MARIPOSA COUNTY

Planning Department

Agricultural and Working Lands Conservation Plan

December 3rd, 2024
Board of Supervisors

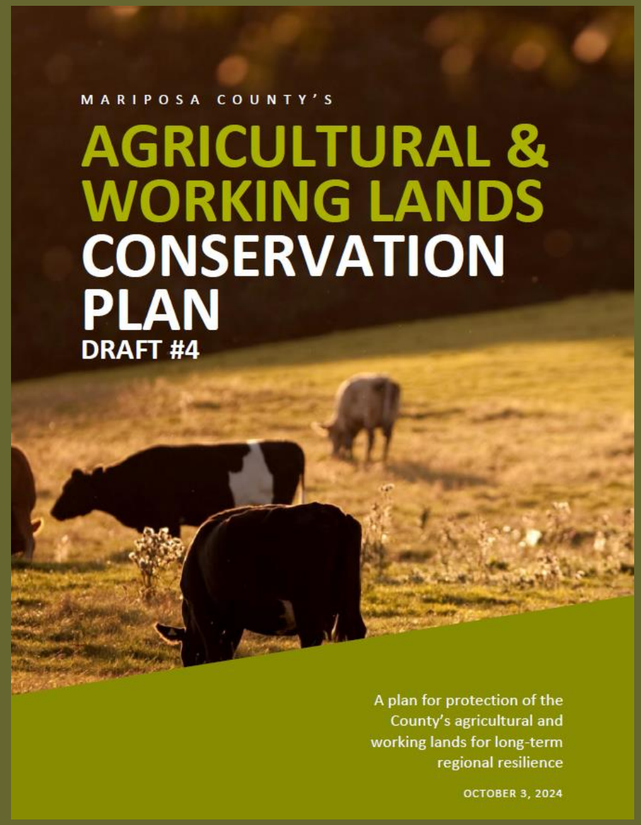
AGENDA



1. Overview of the Project
2. Developing the Plan
3. What's in the Plan?
4. Plan’s Value

Project Overview

The County was awarded a grant through the Sustainable Agricultural Lands Conservation Program from the Department of Conservation to create the Agricultural and Working Lands Conservation Plan (AWLCP). The AWLCP is a community effort to invest in working lands as a long-term cultural, social, and economic resource while responding to a changing climate.



- **The County approved the grant application in September 2019, and the grant was awarded in Spring 2020.**

Project Overview

AWLCP was intended to help implement several General Plan implementation tasks, while reinforcing established County policies for the protection and longevity of the County's long-cherished Ag lands and achieving the State's Greenhouse Gas (GHG) reduction and climate goals.

General Plan tasks that the AWLCP will help implement are:

2.4 Environmental Conservation Plan

3.1 Greenhouse Gas Reduction Program

4.4 Collaborative Planning Dialogue

4.5 Agricultural Best Practices Program

Developing the Plan

Engaging Stakeholders

Drafts 1, 2, and 3 were created with the guidance of the Project's Core Team which consisted of key stakeholders in the agricultural community.

Engaging Community Groups

Drafts 2 and 3 were presented to key community groups for comment, such as Farm Bureau, the Economic Development Corporation, and the Southern Sierra Miwuk Nation's Tribal Council.

Additional Community Engagement

Staff also held four community workshops (Coulterville, Hornitos, Catheys Valley, and Mariposa), had two online surveys, and tabled at three community events (County Fair, Farmers Market, and Coyotefest) to collect community feedback.

Developing the Plan

Agricultural Advisory Committee (AAC)

Drafts 2, 3, and 4 were presented to the AAC for discussion and each draft was updated in response to their direction. Draft #4 was recommended for acceptance, not approval, by the AAC on October 3, 2024.

Planning Commission

The Planning Commission forwarded the AAC's recommendation to the Board of Supervisors on November 15th, 2024.

What's in the Plan?

Data and Research Elements

- ECONOMIC DEVELOPMENT FRAMEWORK
- ECOSYSTEM SERVICES ASSESSMENT
- POLICY & LAND CONSERVATION ASSESSMENT
- EDUCATION & AWARENESS REPORT

What's in the Plan?

Recommendations

Support

These recommendations support existing successful programs and policies that should be maintained or, where possible, enhanced.

Build

The recommendations in this category build on existing programs that could be improved or expanded upon.

Develop

Recommendations that focus on developing programs, policies, and resources that have the potential to contribute to Mariposa's agriculture.

Plan's Value

General Plan Update 2026

General Plan Strategic Implementation Work Plan

TerraCount Data

Responding to State Mandates Contextualized for Mariposa

Sierra Business Council GHG Inventory

Requested Action

The Agricultural Advisory Committee and the Planning Commission Recommend the Board of Supervisors Adopt a Resolution to:

Accept, not approve, the Agricultural and Working Lands Conservation Plan (AWLCP), conditioned that it is only a source document to help formulate the General Plan and that the Agricultural Advisory Committee advise the Planning Commission and Board of Supervisors on the sections of the AWLCP that will benefit the General Plan Agricultural Element.

THANK YOU

Contact: Steve Engfer – Planning Director
Ben Goger – Senior Planner
Hannah Harrison – Community Development Planner

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-561

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the New Classification of Senior Legal Secretary and Set the Annual Salary from $48803.664 to $59321.158; Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve the New Classification of Senior Legal Secretary and Set the Annual Salary from $48803.664 to $59321.158; Effective Immediately.

The District Attorney's Office has formally requested the creation of a Senior Legal Secretary classification since 2021. It is the goal of the District Attorney's Office to encourage employee retention within the department and retain institutional knowledge by providing more growth opportunities for staff that may otherwise seek new opportunities elsewhere.

This new classification is modeled after neighboring counties with near identical job descriptions but varying titles. For example, Merced County has a Legal Secretary III, and Madera County has a Legal Assistant III. These two classifications in our neighboring counties become advantageous opportunities for staff who have reached the height of their careers within secretarial positions within the county, namely the District Attorney's Office and County Counsel.

This higher-level classification offers both a growth opportunity and a bridge between the Legal Secretary and Legal Executive Assistant roles within the District Attorney's Office and County Counsel. Historically, Mariposa County has faced challenges in recruiting local candidates for the Legal Executive Assistant position, as few local opportunities provide the right combination of training and experience.

The Senior Legal Secretary Classification will be a member of the Service Employee's International Union Local 521 (SEIU), which was provided the opportunity to meet and confer regarding this classification.

BACKGROUND AND HISTORY OF BOARD ACTIONS

There has been no past action on this item as this is a new classification.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Failure to approve the creation of this classification could result in the District Attorney's Office losing valuable, well-trained employees. Additionally, not approving this classification would limit growth opportunities for staff within the office.

FINANCIAL IMPACT

The fiscal impact of this classification will be fully offset by salary savings within the District Attorney's Office for the current fiscal year.

ATTACHMENTS

1. **Senior Legal Secretary_Draft**
2. **Proposed_Comparables**
3. **Proposed_Annual_Salary**

VOTE RESULT

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

County of Mariposa

SENIOR LEGAL SECRETARY

DEFINITION

Performs complex and challenging confidential legal secretarial and administrative support duties to management, attorneys, court officers, or law enforcement personnel; composes and prepares correspondence using considerable judgment in content and style; responds to public and staff contacts and concerns; and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey-level classification in the Legal Secretary series. It is distinguished from Legal Secretary I/II by the performance of more complex duties and the ability to provide direction and training to assigned staff.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from assigned supervisory or management personnel. Provides lead direction over assigned staff regarding the completeness, correctness, and overall means of task completion.

EXAMPLES OF ESSENTIAL FUNCTIONS

Perform the full range of Legal Secretary I/II duties in addition to duties of the Legal Executive Assistant in their absence.

Provide lead direction over legal and clerical support staff, including planning, organizing, coordinating, reviewing, and correctness of complex legal documents.

Responsible for assisting with or completing more complex legal tasks such as extraditions and governor's warrants.

May participate in support staff evaluations or time card approvals.

Assist staff with resolving problems concerning legal document preparation and processing.

Participate in hiring panels for Legal Secretary I/II and Office Assistant staff as needed.

Work with Legal Executive Assistant to maintain and implement office policies and procedures.

Communicate needs of Legal Secretary I/II and Office Assistant staff to Legal Executive Assistant and/or Department Head.

Perform criminal background checks and records checks for other government or legal entities.

May represent the department on committees or projects.

May be assigned disaster service worker responsibilities as directed.

Perform related duties and responsibilities as assigned.

EMPLOYMENT STANDARDS

Knowledge of:

Comprehensive knowledge of the policies, procedures, and programs of the legal department and work area where assigned.

Principles of lead supervision and training.

Laws, rules, and regulations affecting assigned program functions and services.

Principles and practices of legal document filing.

Legal terminology, phraseology, documents, and forms.

Legal office practices methods and procedures, including computers and assigned software.

Requirements for completing and filing legal documents.

Legal filing and recordkeeping procedures.

Principles and practices of customer service.

Receptionist and telephone techniques.

Correct English usage, spelling, grammar, and punctuation.

Fiscal and account recordkeeping.

Elementary Mathematics.

Skill to:

Communicate tactfully, respectfully, and effectively with administrators, staff, and the public, both orally and in writing, in a manner consistent with the department's policing and customer service policies.

Establish, maintain, and foster positive and harmonious working relationships with those contacted during work.

Ability to:

Perform a variety of legal office support as well as secretarial and administrative duties.

Plan, assign, and review the work of staff.

Identify, prepare, and use a variety of legal documents and forms.

Interpret and apply policies, rules, and regulations appropriately in various situations.

Work with minimum supervision.

Compile information and prepare accurate reports.

Prioritize and coordinate tasks to meet deadlines.

Type or word process accurately at a rate required for successful job performance.

Take dictation or perform speed note-taking with accuracy.

Perform mathematical computations with accuracy.

Take dictation and notes at an appropriate rate for the job assignment and transcribe them accurately.

Operate a variety of office equipment, including computers and assigned software.

Understand and carry out oral and written directions.

Establish and maintain cooperative working relationships with those contacted during work.

Perform other duties as assigned.

TYPICAL WORKING CONDITIONS

Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions within the working conditions. Work is performed in an office environment. Tasks may involve extended periods at a workstation and traveling to court locations. The typical work schedule is weekdays.

TYPICAL PHYSICAL REQUIREMENTS

Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions. The ability to work at a desk for multiple hours and intermittently travel to and from locations internal and external to the primary work location. Move and reposition items up to twenty-five (25) pounds; use controls and office equipment; operate motor vehicles; able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to communicate verbally and with various electronic, computer, and cellular communication mediums.

EXPERIENCE AND TRAINING

Any combination of training, education, and experience that would provide the required knowledge, skills, and abilities. A typical way to gain the required knowledge, skills, and abilities is:

High school diploma or GED equivalent and;

Four (4) years of increasingly responsible legal clerical/secretarial experience or two (2) years as a Legal Secretary II in Mariposa County.

Or

A valid Paralegal certificate from an American Bar Association (ABA) approved paralegal program, compliant with California Business and Professions Code section 6450, and two (2) years of experience as a Legal Secretary II in Mariposa County.

Additional Requirements:

Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another State if the applicant acknowledges his/her intent to acquire a California driver's license within three (3) months by signing an acknowledgment form.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation date:

Senior Legal Secretary *(0)*

ID	Source	Match	Union	Weight	Min	Mid	Max	Range
7759	Glenn County	PRINCIPAL LEGAL SECRETARY	G	100%	$42,868.80	$47,278.40	$52,104.00	21.54%
5238	Plumas County	LEGAL SECRETARY - SENIOR	OE3 GENERAL	100%	$44,886.40	$49,524.80	$54,620.80	21.69%
6811	Amador County	Legal Secretary Sr	1	100%	$56,700.80	$62,504.00	$68,910.40	21.53%
7989	Colusa County	LEGAL SPECIALIST III (PRINCIPAL)	MSC	100%	$47,376.00	$62,580.00	$77,784.00	64.18%
7990	Tuolumne County	SENIOR LEGAL ASSISTANT	OE3	100%	$46,716.80	$51,500.80	$56,784.00	21.55%
				Standard Deviation:	$4,761.14	$6,558.84	$9,761.87	
				Comparable Salary:	$47,709.76	$54,677.60	$62,040.64	

(Current annual salaries)[1]		(Proposed annual)
Legal Secretary II	Legal Secretary II	Senior Legal Secretary
$ 44,224.96		
$ 46,438.08	$ 46,479.68	
$ 48,761.44	$ 48,805.12	$ 48,803.66
$ 51,201.28	$ 51,247.04	$ 51,243.85
$ 53,761.76	$ 53,809.60	$ 53,806.04
	$ 56,501.12	$ 56,496.34
		$ 59,321.16

[1] *The Legal Secretary I and II are included only to show a relation with the proposed position's salary.*

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-562

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve the Allocation of One (1) Additional Full-time Administrative Analyst I/II Position in the Health and Human Services Agency, Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve the Allocation of One (1) Additional Full-time Administrative Analyst I/II Position in the Health & Human Services Agency, Effective Immediately.

One (1) additional full-time Administrative Analyst I/II position is needed on the Health Division's fiscal team to address the growth in Behavioral Health program services and assist with the future plans of the state connected to the CalAIM initiative. This position will be responsible for addressing the fiscal impact of CalAIM changes and the growth in recent and future grants in the Health Division. On a day-to-day basis, this position will be performing a variety of duties, such as assisting with grant applications for new funding, compliance and quality control, tracking, report and plan writing, and other tasks within the Health Division.

The Health and Human Services Agency has sufficient funding in salary savings to accommodate this request for the current FY 24/25.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Changes to the employee allocation schedule require Board approval. The Board has approved allocation changes that will ultimately increase the level and quality of services provided to the County.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board chooses not to approve this action as recommended, existing staff will have to perform and oversee the duties to the best of their ability, and staff will have difficulty in keeping pace with the rapid changes coming from the state and federal programs.

FINANCIAL IMPACT

These positions will be funded within the HHSA behavioral health budgets using salary savings. Adequate funds are budgeted to cover the cost of these positions through FY 24/25. There will be no financial impact to the County General Fund. No budget action is required.

ATTACHMENTS

None

VOTE RESULT

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

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-563

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Abel Del Real-Nava

RE: Approve the Addition of One (1) Allocation of an Auditor-Appraiser Position in the Assessor-Recorder Department and Reduce the Assessor I/II Allocations by One (1), Effective Immediately

---

RECOMMENDATION AND JUSTIFICATION

Approve the Addition of One (1) Allocation of an Auditor-Appraiser Position in the Assessor-Recorder Department and Reduce the Assessor I/II Allocations by One (1), Effective Immediately.

Per State Board of Equalization (BOE) regulations, the Assessor's offices are required to have someone on staff who is approved as an Auditor-Appraiser to audit business property. Currently, there is no designated auditor-appraiser in the department.

To address this issue, the Assessor Recorder's office requests that one allocation of an Assessor I/II be moved to an Auditor—Appraiser effective immediately.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Auditor-Appraiser position was created 12/03 (B/S Res 03-466) and revised 2/06 (B/S Res. 06- 73).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve this item as requested. The Assessor Recorder's Office will be out of compliance with the State Board of Equalization (BOE).

FINANCIAL IMPACT

None. The increase in costs will be incorporated into the balancing adjustments.

ATTACHMENTS

1. **Auditor-Appraiser revised**
2. **Auditor Appraiser Grade step table**

VOTE RESULT

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

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

AUDITOR - APPRAISER

DEFINITION

Under direction, appraises business property and audits business records pertaining to fixtures, equipment and supplies to determine appropriate valuation for inclusion in the County's tax assessment roll; audits and analyzes financial records and annual business property statements; and performs other related work as required.

SUPERVISION RECEIVED AND EXERCISED

County Assessor

EXAMPLES OF ESSENTIAL FUNCTIONS

Examine and audit financial records including balance sheets, invoice records, income statements, general and subsidiary ledgers, state and federal tax returns, and other business records

Identify through field inspections business property, fixtures, office equipment and machinery to determine condition and probable life

Examine business methods, formulas and practices for depreciating, amortizing, expensing and leasing property items for proper reporting and treatment of capital assets

Determine replacement costs and assessed value of business property using a variety of source documents and schedules

Interview taxpayers and their agents

Respond to taxpayer questions to explain audits and assessment determinations

Prepare detailed written audit letters, reports, findings and summaries

Use a computer terminal to access, input and analyze data

Travel out of County to conduct audits as assigned

May appear as a witness before the Assessment Appeals board

May assign, review, and coordinate the work of others

EMPLOYMENT STANDARDS

Knowledge of:

Operations of a California County Assessor's Office

The California Revenue and Taxation Codes relating to business property valuation

Business property value and appraisal concepts and techniques to solve complex appraisal problems

The methods of practices used in auditing the accounting and financial records of businesses

Working knowledge of methods and procedures for determining depreciation, appreciation and replacement costs on equipment and fixtures

Working knowledge of accounting principles and business law

Ability to:
Learn and apply accounting and auditing principles and procedures in determining valuations of business property, equipment and fixtures

Read, interpret and apply tax codes, regulations, policies and procedures that govern audit-appraisal operations and activities

Gather, tabulate, compute and analyze data an business records affecting property values

Interview property owners or agents to acquire information necessary to complete audit-appraisals

Establish and maintain cooperative working relationships with others

Audit and analyze financial records and draw logical conclusions in determining valuations of business property, equipment and fixtures

Interpret and explain laws, regulations, methods and policies governing audit-appraisals to property owners

Prepare detailed audit reports and write correspondence

Input, access and analyze data using a computer terminal

Audit and analyze difficult and complex financial records

Perform technical review of professional auditor-appraiser work

Train and secure cooperation among professional and support staff

TYPICAL WORKING CONDITIONS

Work is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

MINIMUM QUALIFICATIONS

Experience:

Graduation from an accredited four-year college or university with at least 18 units in accounting, or a license in the State of California as a CPA or PA, and eligibility for the ability to obtain a valid certificate as a Temporary Appraiser for Property Tax Purposes, an Appraiser for Property Tax Purposes, an Appraiser for Property Tax Purposes, or an Advanced Appraiser for Property Tax Purposes issued by the California State Board of Equalization. (If temporary certification is used to meet this requirement, the employee must acquire permanent certification not later than ten months from the date of appointment or be removed from employment in this class); and two years of experience in the appraisal of personal property for tax purposes. Experience comparable to the class of Appraiser in Mariposa County is desirable.

Education:

High school diploma or GED equivalent.

Additional Requirements:

Possession of a valid California driver's license. Under certain circumstances, the Personnel Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 12/03 (B/S Res. 03-466)
Revision Date: 02/06 (B/S Res. 06-73)

Position Name and Step	Grade Code	Hourly Rate	Montly Rate	Annual Rate
Associate Engineer Step 1	GR219	40.589	7,035.427	84,425.120
Associate Engineer Step 2	GR219	42.619	7,387.293	88,647.520
Associate Engineer Step 3	GR219	44.750	7,756.667	93,080.000
Associate Engineer Step 4	GR219	46.988	8,144.587	97,735.040
Associate Engineer Step 5	GR219	49.338	8,551.920	102,623.040
Auditor-Appraiser Step 1	GR276	35.960	6,233.067	74,796.800
Auditor-Appraiser Step 2	GR276	37.758	6,544.720	78,536.640
Auditor-Appraiser Step 3	GR276	39.646	6,871.973	82,463.680
Auditor-Appraiser Step 4	GR276	41.629	7,215.693	86,588.320
Auditor-Appraiser Step 5	GR276	43.711	7,576.573	90,918.880
Building Inspector Step 1	GR186	29.780	5,161.867	61,942.400
Building Inspector Step 2	GR186	31.269	5,419.960	65,039.520
Building Inspector Step 3	GR186	32.833	5,691.053	68,292.640
Building Inspector Step 4	GR186	34.475	5,975.667	71,708.000
Building Inspector Step 5	GR186	36.199	6,274.493	75,293.920
Business Systems Analyst I Step 1	GR807	27.756	4,811.040	57,732.480
Business Systems Analyst I Step 2	GR807	29.144	5,051.627	60,619.520
Business Systems Analyst I Step 3	GR807	30.602	5,304.347	63,652.160
Business Systems Analyst I Step 4	GR807	32.133	5,569.720	66,836.640
Business Systems Analyst I Step 5	GR807	33.740	5,848.267	70,179.200
Business Systems Analyst II Step 1	GR807	30.533	5,292.387	63,508.640
Business Systems Analyst II Step 2	GR807	32.060	5,557.067	66,684.800
Business Systems Analyst II Step 3	GR807	33.663	5,834.920	70,019.040
Business Systems Analyst II Step 4	GR807	35.347	6,126.813	73,521.760
Business Systems Analyst II Step 5	GR807	37.115	6,433.267	77,199.200
Cadastral Drafting Technician I Step 1	GR808	26.156	4,533.707	54,404.480
Cadastral Drafting Technician I Step 2	GR808	27.464	4,760.427	57,125.120
Cadastral Drafting Technician I Step 3	GR808	28.838	4,998.587	59,983.040
Cadastral Drafting Technician I Step 4	GR808	30.280	5,248.533	62,982.400
Cadastral Drafting Technician I Step 5	GR808	31.794	5,510.960	66,131.520
Cadastral Drafting Technician II Step 1	GR808	27.494	4,765.627	57,187.520
Cadastral Drafting Technician II Step 2	GR808	28.869	5,003.960	60,047.520
Cadastral Drafting Technician II Step 3	GR808	30.313	5,254.253	63,051.040
Cadastral Drafting Technician II Step 4	GR808	31.829	5,517.027	66,204.320
Cadastral Drafting Technician II Step 5	GR808	33.421	5,792.973	69,515.680
Certified Law Clerk Step 1	GR483	32.352	5,607.680	67,292.160
Certified Law Clerk Step 2	GR483	33.970	5,888.133	70,657.600
Certified Law Clerk Step 3	GR483	35.669	6,182.627	74,191.520
Certified Law Clerk Step 4	GR483	37.453	6,491.853	77,902.240
Certified Law Clerk Step 5	GR483	39.326	6,816.507	81,798.080

Position Name and Step	Grade Code	Hourly Rate	Montly Rate	Annual Rate
Alcohol and Drug Specialist I Step 1	GR804	23.025	3,991.000	47,892.000
Alcohol and Drug Specialist I Step 2	GR804	24.177	4,190.680	50,288.160
Alcohol and Drug Specialist I Step 3	GR804	25.386	4,400.240	52,802.880
Alcohol and Drug Specialist I Step 4	GR804	26.656	4,620.373	55,444.480
Alcohol and Drug Specialist I Step 5	GR804	27.989	4,851.427	58,217.120
Alcohol and Drug Specialist II Step 1	GR804	25.444	4,410.293	52,923.520
Alcohol and Drug Specialist II Step 2	GR804	26.717	4,630.947	55,571.360
Alcohol and Drug Specialist II Step 3	GR804	28.053	4,862.520	58,350.240
Alcohol and Drug Specialist II Step 4	GR804	29.456	5,105.707	61,268.480
Alcohol and Drug Specialist II Step 5	GR804	30.929	5,361.027	64,332.320
Animal Control Officer Step 1	GR148	24.328	4,216.853	50,602.240
Animal Control Officer Step 2	GR148	25.545	4,427.800	53,133.600
Animal Control Officer Step 3	GR148	26.823	4,649.320	55,791.840
Animal Control Officer Step 4	GR148	28.165	4,881.933	58,583.200
Animal Control Officer Step 5	GR148	29.574	5,126.160	61,513.920
Appraiser I Step 1	GR805	27.221	4,718.307	56,619.680
Appraiser I Step 2	GR805	28.583	4,954.387	59,452.640
Appraiser I Step 3	GR805	30.013	5,202.253	62,427.040
Appraiser I Step 4	GR805	31.514	5,462.427	65,549.120
Appraiser I Step 5	GR805	33.090	5,735.600	68,827.200
Appraiser II Step 1	GR805	30.076	5,213.173	62,558.080
Appraiser II Step 2	GR805	31.580	5,473.867	65,686.400
Appraiser II Step 3	GR805	33.159	5,747.560	68,970.720
Appraiser II Step 4	GR805	34.817	6,034.947	72,419.360
Appraiser II Step 5	GR805	36.558	6,336.720	76,040.640
Appraiser III Step 1	GR201	34.249	5,936.493	71,237.920
Appraiser III Step 2	GR201	35.962	6,233.413	74,800.960
Appraiser III Step 3	GR201	37.761	6,545.240	78,542.880
Appraiser III Step 4	GR201	39.650	6,872.667	82,472.000
Appraiser III Step 5	GR201	41.633	7,216.387	86,596.640
Assessment-Recording Clerk I Step 1	GR806	18.763	3,252.253	39,027.040
Assessment-Recording Clerk I Step 2	GR806	19.702	3,415.013	40,980.160
Assessment-Recording Clerk I Step 3	GR806	20.688	3,585.920	43,031.040
Assessment-Recording Clerk I Step 4	GR806	21.723	3,765.320	45,183.840
Assessment-Recording Clerk I Step 5	GR806	22.810	3,953.733	47,444.800
Assessment-Recording Clerk II Step 1	GR806	20.629	3,575.693	42,908.320
Assessment-Recording Clerk II Step 2	GR806	21.661	3,754.573	45,054.880
Assessment-Recording Clerk II Step 3	GR806	22.745	3,942.467	47,309.600
Assessment-Recording Clerk II Step 4	GR806	23.883	4,139.720	49,676.640
Assessment-Recording Clerk II Step 5	GR806	25.078	4,346.853	52,162.240

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-564

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Adopt Balancing Adjustments for Fiscal Year 2024-2025 Adopted Budget (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Adopt Balancing Adjustments for Fiscal Year 2024-2025 Adopted Budget (4/5ths Vote Required).

The Board of Supervisors approved the Fiscal Year 2024-2025 Budget using estimated fund balances. The Auditor has now calculated the actual year-end fund balances and adjustments are necessary prior to submitting the budget to the State Controller's Office and printing the Final Budget.

In addition, adjustments have been made in response to new information not previously available in the recommended budgeting process. The attached memo outlines notable adjustments.

Staff recommends the adjustments outlined in the attached documents with any revisions as directed by the Board.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 24-370: Approve Budget Action Adjusting the Fiscal Year 2024-2025 (FY25) Budget to Reflect the Original Requested Budget and Adjustments Made to Balance All Funds (4/5ths Vote Required)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The process of adjusting budgets to reflect current, calculated beginning fund balances is required by state law. The Board can decide to make changes to appropriations adjustments to balance each fund, but the balancing adjustments must be made.

FINANCIAL IMPACT

This is a state-mandated step in finalizing the FY24-25 Adopted Budget.

ATTACHMENTS

1. **FY25 Balancing Adjustments Memo**
2. **BOARD OF SUPERVISORS Balancing Adjustments**

VOTE RESULT

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

JOE LYNCH
County Administrative Officer

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338
209-966-3222
1-800-736-1252
jlynch@mariposacounty.org

To: Board of Supervisors

From: Joe Lynch, County Administrative Officer
Leigh Westerlund, Assistant County Administrative Officer

Date: December 17, 2024

Subject: Fiscal Year 2024-2025 (FY25) Balancing Adjustments

Submitted for your review and consideration are the Fiscal Year 2024-2025 (FY25) Balancing Adjustments. The Board of Supervisors approved the FY25 budget using estimated fund balances. The auditor has now calculated the actual FY24 year-end fund balances and adjustments are necessary prior to finalizing the FY25 adopted budget.

Proposed adjustments to balance all funds must be approved, or modified and approved, with a four-fifths vote.

An Explanation of the Balancing Adjustments Process

Balancing adjustments are a routine practice for every California county and are required by the State Controller's Office. During the budget process in the spring, staff members must predict the beginning fund balances, or accumulated revenue and expenditures over time for each fund. The actual fund balances are not available, however, until September in most fiscal years, following the completion of all transactions associated with the prior fiscal year. This process is the equivalent of asking an individual to predict exactly what their checking account balance will be approximately six months after the date of the prediction. In all cases, budgets are an estimate of revenue and expense activity; but in the case of beginning fund balances, that is especially the case.

The process of rebalancing all funds once the actual beginning fund balances are available typically occurs every year in October to be sure to have the budget finalized prior to the December 1st deadline. Current timing of the balancing adjustments agenda item will not meet that deadline, but we are much closer than in FY24 and heading in the right direction.

General Fund

The adopted budget anticipated a General Fund balance of $0 to begin the fiscal year. Final Auditor calculations report an actual fund balance of $1,310,805. Positive beginning fund balances are the result of higher than budgeted revenue in the year prior and/or lower than budgeted expenses, both of which were the case in FY24.

When the beginning fund balance is higher than budgeted, the County must either increase the expense budget or decrease the revenue budget to balance the fund. The following is a list of significant changes in the General Fund:

1. $180K increase in loans granted (debt issuance account) to Coulterville and Yosemite West utility districts - raising the loan total in FY25 for all utility districts to $686K
2. $47K increase in contributions to the following entities to meet contract requirements:
    a. Chamber of Commerce Visitors Center operations ($20,298),
    b. North County Visitors Center operations ($7,140), and
    c. Chamber of Commerce events management ($20,000)
3. $1.125M re-investment in the General Fund reserve to begin the process of restoring the $4.6M taken as part of the FY25 budget process
4. $30K increase in anticipated legal services requirements
5. $140K increase in payroll expenses to un-freeze an Administrative Analyst in Human Resources and one in Administration
6. $50K increase in software expenses for Ransomware cyber security software
7. $358K increase in revenue transferred from fund 3371 to cover FY24 Child Support Services expenses
8. $75K increase in revenue transferred from a higher than budgeted fund balance in the Supplemental Law Enforcement Services Fund to the Sheriff (90%), District Attorney (5%), and Adult Detention (5%)
9. $96K increase in inmate medical services expenses (transferred to the inmate medical services fund)
10. $52K increase in a transfer to cover the final expenses associated with the solar construction project

All other adjustments were either net neutral or relatively small (less than $10,000).

All Other Non-General Funds

There are 220 other funds that had beginning fund balances that were different than what was budgeted. The attached spreadsheet outlines the adjustments made to recognize the actual beginning fund balances for each of them and the adjustments made to bring them into balance. As with the General Fund, a higher than anticipated beginning fund balance could be balanced by decreasing the revenue budget or increasing the expense budget, and the reverse is true for a lower than anticipated beginning fund balance.

There are many transfers between funds, which are highlighted in the Notes column, showing the fund from which the money is coming (a Transfer Out or expense) and the fund to which the money is going (a Transfer In or revenue). All transfers must balance (Transfer In's must equal Transfer Out's), and are done for a variety of reasons including, but not limited to, the following:

1. When a project is completed, and the fund needs to be closed
2. When one fund receives revenue that is required to be transferred to cover expenses incurred in another fund
3. To pay back a treasury loan

4. To recognize administrative expenses incurred in the General Fund and covered by a grant
5. To provide a match or maintenance of effort for a grant or program operation

Beyond transfers, there are no other significant changes in all other non-general funds of note.

Conclusion
County policy requires that reserves be restored within five years. With these balancing adjustments, we are taking our first step by replacing 22.3% of what was removed from General Fund reserves during the FY25 recommended budget process.

The budgeting and financial management effort is a group process that relies on the careful management, attention to detail, creative problem-solving, and hard work of our fiscal teams. Mariposa County is fortunate to enjoy fiscally responsible staff members who embody those characteristics.

The attached budget adjustments balance all funds pursuant to County policy and state law. The Board may amend any portion of these adjustments, provided those amendments maintain balanced fund budgets.

MARIPOSA COUNTY FY24-25 BALANCING ADJUSTMENTS

December 17, 2024

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
1001: General Fund	100: General Purpose	No Program	49999: Beginning Fund Balance	0	1,310,805	1,310,805	
1001: General Fund	100: General Purpose	No Program	60301: General Professional Serv	-	782	782	Cost to move the postage machine to make room for Tyler kiosk
1001: General Fund	100: General Purpose	No Program	60451: Debt Issuance	505,540	180,824	686,364	Increased loan for Coulterville and Yosemite West utility districts
1001: General Fund	100: General Purpose	No Program	60507: Client - Community Partn	671,302	47,438	718,740	To cover increase in Chamber of Commerce Visitors Center contract North County Visitor Center contract could not be reduced by 10% as previously budgeted Chamber of Commerce events management agreement, overlooked in recommended budget
1001: General Fund	100: General Purpose	No Program	80111: Transfer Out - General	584,128	(72,000)	512,128	1001-100 to 4750-107 reversal
1001: General Fund	100: General Purpose	No Program	91001: Reserve Designation	-	1,125,224	1,125,224	To begin replenishing general fund reserves
1001: General Fund	101: Board Of Superv	No Program	60318: Legal Services	16,000	30,000	46,000	Anticipate legal expenses higher than typical years
1001: General Fund	102: Administration	No Program	51111: Regular salaries and wage	633,936	60,000	693,936	To unfreeze an Administrative Analyst I/II allocation to support County CAO in analyses and projects
1001: General Fund	109: Assessor/Record	No Program	51111: Regular salaries and wage	843,452	7,000	850,452	Staff promotion
1001: General Fund	115: Human Resource	No Program	51111: Regular salaries and wage	423,374	80,000	503,374	To unfreeze an Administrative Analyst I/II allocation to support Human Resources
1001: General Fund	121: Elections	No Program	60153: Special Departmental Sup	50,000	6,000	56,000	Election costs higher than budget
1001: General Fund	151: Technical Service	No Program	60431: Software	593,074	50,000	643,074	For ransomware cyber security software
1001: General Fund	207: Child Support Se	No Program	49101: Transfer In - General	762,977	357,869	1,120,846	3371-207 to 1001-207 to cover FY24 expenses
1001: General Fund	212: District Attorney	No Program	49101: Transfer In - General	153,208	3,773	156,981	3329-216 to 1001-216, 220, and 212 due to higher than budgeted beginning fund balance in the SLESF fund
1001: General Fund	212: District Attorney	No Program	60123: Mileage	2,500	750	3,250	
1001: General Fund	212: District Attorney	No Program	60124: Transportation - Employe	1,250	(750)	500	
1001: General Fund	212: District Attorney	No Program	60213: Office Supplies	7,000	(450)	6,550	
1001: General Fund	212: District Attorney	No Program	60411: Telephone and Internet	9,500	900	10,400	
1001: General Fund	212: District Attorney	No Program	60421: Equipment Technology	8,000	(450)	7,550	
1001: General Fund	216: Sheriff	No Program	49101: Transfer In - General	2,135,293	67,998	2,203,291	3329-216 to 1001-216, 220, and 212 due to higher than budgeted beginning fund balance in the SLESF fund 3462-216 to 1001-216 to close fund
1001: General Fund	216: Sheriff	No Program	80111: Transfer Out - General	312,507	2,274	314,781	1001-216 to 3413-216
1001: General Fund	220: Adult Detention	No Program	49101: Transfer In - General	166,764	3,772	170,536	3329-216 to 1001-216, 220, and 212 due to higher than budgeted beginning fund balance in the SLESF fund
1001: General Fund	220: Adult Detention	No Program	80111: Transfer Out - General	975,000	96,145	1,071,145	1001-220 to 3543-401 to cover expenses incurred in FY24
1001: General Fund	224: Probation	No Program	80231: General Insurance	56,133	4,098	60,231	Grant cannot support insurance costs
1001: General Fund	228: Fire	No Program	45543: Assistance By Hire - State	350,000	50,000	400,000	

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
1001: General Fund	228: Fire	No Program	51114: Volunteer Fire Personnel	100,000	50,000	150,000	
1001: General Fund	249: Planning	No Program	49101: Transfer In - General	0	7,008	7,008	3602-143 to 1001-249 to close fund 3488-249 to 1001-249 to close fund
1001: General Fund	249: Planning	No Program	80111: Transfer Out - General	16,484	(7,939)	8,545	1001-249 to 3370-249
1001: General Fund	304: Public Works Ad	No Program	49101: Transfer In - General	-	2,031	2,031	5507-307 to 1001-304 to close fund
1001: General Fund	350: Engineering	No Program	80111: Transfer Out - General	-	52,510	52,510	1001-350 to 5538-350 to cover final project costs
1001: General Fund	401: Health Division	No Program	49101: Transfer In - General	1,617,766	1,088,633	2,706,399	3406-401 to 1001-401 to close fund 3426-401 to 1001-401 to close fund 3466-401 to 1001-401 to close fund 3472-401 to 1001-401 to close fund 3478-401 to 1001-401 to close fund 3481-401 to 1001-401 to close fund 3392-401 to 1001-401
1001: General Fund	401: Health Division	No Program	51111: Regular salaries and wage	596,802	(203,468)	393,334	due to vacances
1001: General Fund	401: Health Division	No Program	60621: County Vehicle Expense	35,000	(20,000)	15,000	
1001: General Fund	401: Health Division	No Program	80111: Transfer Out - General	-	509	509	1001-401 to 3491-401 to close fund
1001: General Fund	401: Health Division	No Program	80211: Departmental Overhead	-	1,311,592	1,311,592	1001-401 to 1001-507
1001: General Fund	402: Behavioral Healt	No Program	49101: Transfer In - General	571,392	73,829	645,221	3393-402 to 1001-402
1001: General Fund	402: Behavioral Healt	No Program	60519: Client - Contracted Progra	730,336	462,135	1,192,471	
1001: General Fund	402: Behavioral Healt	No Program	80211: Departmental Overhead	2,568,227	(388,306)	2,179,921	1001-402 to 1001-507
1001: General Fund	403: Alcohol And Dru	No Program	49101: Transfer In - General	120,410	8,287	128,697	3380-403 to 1001-403 to close fund 3384-403 to 1001-403 to close fund
1001: General Fund	403: Alcohol And Dru	No Program	60519: Client - Contracted Progra	201,000	67,653	268,653	
1001: General Fund	403: Alcohol And Dru	No Program	60541: Client - Medical Professio	35,238	8,287	43,525	
1001: General Fund	403: Alcohol And Dru	No Program	80211: Departmental Overhead	451,232	(67,653)	383,579	1001-403 to 1001-507
1001: General Fund	457: Environmental H	No Program	49101: Transfer In - General	500,000	(189,247)	310,753	
1001: General Fund	457: Environmental H	No Program	51111: Regular salaries and wage	354,155	(98,348)	255,807	due to vacances
1001: General Fund	501: Social Services	CWS: Child W	49101: Transfer In - General	4,891,459	(200,000)	4,691,459	3433-506 to 1001-501
1001: General Fund	501: Social Services	COW: HHSA R	60526: Client - Catered Food	90,000	95,155	185,155	Increase expense to balance budget
1001: General Fund	501: Social Services	No Program	80211: Departmental Overhead	1,953,933	(295,155)	1,658,778	1001-501 to 1001-507
1001: General Fund	507: Human Services	No Program	49161: Departmental Overhead	7,028,536	249,999	7,278,535	1001-401 to 1001-507 1001-402 to 1001-507 1001-403 to 1001-507 1001-501 to 1001-507 1001-528 to 1001-507 3536-402 to 1001-507 ASOC 3536-402 to 1001-507 CSOC 3537-402 to 1001-507 3539-402 to 1001-507
1001: General Fund	507: Human Services	No Program	60213: Office Supplies	50,000	48,733	98,733	

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
1001: General Fund	507: Human Services	No Program	60392: Rents and Leases - Buildir	1,819,624	(60,000)	1,759,624	
1001: General Fund	507: Human Services	No Program	70111: Community and Office Bu	50,000	60,000	110,000	
1001: General Fund	507: Human Services	No Program	80111: Transfer Out - General	93,977	201,267	295,244	1001-507 to 6606-505
1001: General Fund	528: Employment and	CWK: CalWOF	60534: Client - Rent	85,000	101,593	186,593	
1001: General Fund	528: Employment and	HDA: Housing	60534: Client - Rent	150,000	150,000	300,000	
1001: General Fund	528: Employment and	No Program	80211: Departmental Overhead	1,664,357	(251,593)	1,412,764	1001-528 to 1001-507
1001: General Fund							
2304: Law Library	102: Administration	No Program	49999: Beginning Fund Balance	25,890	243	26,133	
2304: Law Library	102: Administration	No Program	60153: Special Departmental Sup	35,090	243	35,333	
2304: Law Library							
3031: Local Transport	307: Local Transporta	No Program	49999: Beginning Fund Balance	261,427	55,527	316,954	
3031: Local Transport	307: Local Transporta	No Program	80111: Transfer Out - General	857,427	55,527	912,954	3031-307 to 3300-300 and 3033-307
3031: Local Transportation Fund							
3032: State Transit As	307: Local Transporta	No Program	49999: Beginning Fund Balance	(1,000)	48,733	47,733	
3032: State Transit As	307: Local Transporta	No Program	80111: Transfer Out - General	453,114	48,733	501,847	3032-307 to 6606-505
3032: State Transit Assistance Fund							
3033: Transportation	307: Local Transporta	No Program	45352: SRPA - State	193,900	202,063	395,963	
3033: Transportation	307: Local Transporta	No Program	45354: STIP-PPM - State	13,000	12,000	25,000	
3033: Transportation	307: Local Transporta	No Program	46051: Highway Bridge Program	8,000	(8,000)	0	
3033: Transportation	307: Local Transporta	No Program	49101: Transfer In - General	25,000	(11,800)	13,200	3031-307 to 3300-300 and 3033-307
3033: Transportation	307: Local Transporta	No Program	49999: Beginning Fund Balance	(13,064)	12,149	(915)	
3033: Transportation	307: Local Transporta	No Program	60311: Transportation Services	70,401	206,412	276,813	
3033: Transportation	307: Local Transporta	No Program	60381: Publications and Legal No	6,000	3,300	9,300	
3033: Transportation	307: Local Transporta	No Program	60391: Rents and Leases - Equipr	300	(300)	0	
3033: Transportation	307: Local Transporta	No Program	60392: Rents and Leases - Buildir	3,000	(3,000)	0	
3033: Transportation Planning Fund							
3034: Pedestrian Bike	307: Local Transporta	No Program	49999: Beginning Fund Balance	197,994	2,069	200,063	
3034: Pedestrian Bike	307: Local Transporta	No Program	70331: Other Infrastructure	207,994	2,069	210,063	
3034: Pedestrian Bikeway Fund							
3215: Victim Witness	215: Victim Witness	MXC: Maripos	46111: County Victim Services - F	127,885	157,074	284,959	
3215: Victim Witness	215: Victim Witness	No Program	49999: Beginning Fund Balance	0	(157,074)	(157,074)	
3215: Victim Witness Fund							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
3300: Roads Fund	300: Roads	No Program	46052: General Revenue - Federa	288,750	(288,750)	0	
3300: Roads Fund	300: Roads	No Program	49101: Transfer In - General	1,035,883	67,327	1,103,210	3031-307 to 3300-300 and 3033-307
3300: Roads Fund	300: Roads	No Program	49999: Beginning Fund Balance	2,900,000	361,990	3,261,990	
3300: Roads Fund	300: Roads	No Program	60201: Miscellaneous Expense	1,670,010	(1,313,541)	356,469	
3300: Roads Fund	300: Roads	No Program	70311: Roads and Bridges	938,000	1,704,108	2,642,108	Indian Peak Bridge install. Moving expense to fixed asset account. $54,108 Harris Road charged in FY25, not FY24
3300: Roads Fund	300: Roads	No Program	70421: Heavy Equipment Vehicle	400,000	(250,000)	150,000	Did not receive grant. Leave 150k for possible skip loader purchase
3300: Roads Fund							
3301: Fish And Game	101: Board Of Superv	No Program	49999: Beginning Fund Balance	19,613	861	20,474	
3301: Fish And Game	101: Board Of Superv	No Program	60201: Miscellaneous Expense	20,613	861	21,474	
3301: Fish And Game							
3310: CSA 3 Fire Asse	107: Auditor	No Program	49999: Beginning Fund Balance	251,872	610,813	862,685	
3310: CSA 3 Fire Asse	107: Auditor	No Program	70121: Fire Stations and Improve	155,872	610,813	766,685	
3310: CSA 3 Fire Assessments							
3311: CSA 1-Don Ped	107: Auditor	No Program	47231: Special Assessment	105,080	(20,000)	85,080	
3311: CSA 1-Don Ped	107: Auditor	No Program	49999: Beginning Fund Balance	5,988	26,574	32,562	due to property sale which recouped unpaid back taxes
3311: CSA 1-Don Ped	107: Auditor	No Program	60304: Fire Management	108,962	6,574	115,536	
3311: CSA 1-Don Pedro Fire							
3312: Water Agency	304: Public Works Ad	No Program	49999: Beginning Fund Balance	197,926	3,094	201,020	
3312: Water Agency	304: Public Works Ad	No Program	60301: General Professional Serv	199,167	3,094	202,261	
3312: Water Agency							
3313: Coulterville Lig	304: Public Works Ad	No Program	49999: Beginning Fund Balance	73,368	4,801	78,169	
3313: Coulterville Lig	304: Public Works Ad	No Program	60414: Electricity	4,200	4,801	9,001	
3313: Coulterville Lighting							
3314: Coulterville Ser	408: Plant Operations	WAT: Water P	60601: Labor Compensation Exp	119,228	(10,324)	108,904	
3314: Coulterville Ser	408: Plant Operations	SEW: Sewer P	60601: Labor Compensation Exp	119,228	(10,324)	108,904	
3314: Coulterville Ser	408: Plant Operations	No Program	48231: Debt Proceeds	144,751	78,568	223,319	
3314: Coulterville Ser	408: Plant Operations	No Program	49999: Beginning Fund Balance	58,195	(99,216)	(41,021)	
3314: Coulterville Service Area							
3315: Don Pedro Equ	304: Public Works Ad	No Program	49999: Beginning Fund Balance	36,526	575	37,101	
3315: Don Pedro Equ	304: Public Works Ad	No Program	60301: General Professional Serv	36,626	575	37,201	
3315: Don Pedro Equestrian Trails							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
3316: Don Pedro Sew	408: Plant Operations	SEW: Sewer P	80111: Transfer Out - General	25,360	(25,360)	0	To correct program
3316: Don Pedro Sew	408: Plant Operations	No Program	49101: Transfer In - General	-	288	288	3532-408 to 3316-408 utility fund is requesting loans and therefore does not have the resources to maintain reserves
3316: Don Pedro Sew	408: Plant Operations	No Program	49999: Beginning Fund Balance	(11,598)	(15,344)	(26,942)	
3316: Don Pedro Sew	408: Plant Operations	No Program	60601: Labor Compensation Exp	208,236	(15,056)	193,180	
3316: Don Pedro Sew	408: Plant Operations	No Program	80111: Transfer Out - General	0	25,360	25,360	To correct program
3316: Don Pedro Sewer							
3317: Hornitos Lightir	304: Public Works Ad	No Program	49999: Beginning Fund Balance	51,067	2,900	53,967	
3317: Hornitos Lightir	304: Public Works Ad	No Program	60301: General Professional Serv	53,228	2,900	56,128	
3317: Hornitos Lighting							
3318: Mariposa Light	304: Public Works Ad	No Program	49999: Beginning Fund Balance	588,424	32,429	620,853	
3318: Mariposa Light	304: Public Works Ad	No Program	60301: General Professional Serv	631,161	(227,932)	403,229	
3318: Mariposa Light	304: Public Works Ad	No Program	80111: Transfer Out - General	-	260,361	260,361	3318-304 to 5536-350 to cover lighting for Downtown Revitalization project
3318: Mariposa Lighting							
3319: Mariposa Parki	304: Public Works Ad	No Program	49999: Beginning Fund Balance	35,942	(15,911)	20,031	
3319: Mariposa Parki	304: Public Works Ad	No Program	60301: General Professional Serv	38,415	(15,911)	22,504	
3319: Mariposa Parking							
3320: Mariposa Pines	408: Plant Operations	No Program	49999: Beginning Fund Balance	72,770	(9,451)	63,319	
3320: Mariposa Pines	408: Plant Operations	No Program	60601: Labor Compensation Exp	92,331	(9,451)	82,880	
3320: Mariposa Pines							
3321: Wawona Servic	304: Public Works Ad	No Program	49999: Beginning Fund Balance	4,470	5,085	9,555	
3321: Wawona Servic	304: Public Works Ad	No Program	60301: General Professional Serv	118,010	5,085	123,095	
3321: Wawona Service Area							
3322: Yosemite West	408: Plant Operations	WAT: Water P	60601: Labor Compensation Exp	267,569	(30,564)	237,005	
3322: Yosemite West	408: Plant Operations	SEW: Sewer P	60601: Labor Compensation Exp	267,569	(30,564)	237,005	
3322: Yosemite West	408: Plant Operations	No Program	48231: Debt Proceeds	42,733	102,256	144,989	
3322: Yosemite West	408: Plant Operations	No Program	49999: Beginning Fund Balance	347,323	(163,384)	183,939	
3322: Yosemite West Maint District							
3325: DA Asset Forfei	212: District Attorney	No Program	49999: Beginning Fund Balance	7,775	139	7,914	
3325: DA Asset Forfei	212: District Attorney	No Program	60201: Miscellaneous Expense	580	139	719	
3325: DA Asset Forfeiture							
3327: Sheriff Asset Fo	216: Sheriff	No Program	49999: Beginning Fund Balance	15,000	49,535	64,535	
3327: Sheriff Asset Fo	216: Sheriff	No Program	60201: Miscellaneous Expense	15,112	49,535	64,647	
3327: Sheriff Asset Forfeiture							
3328: Comm Child Ab	501: Social Services	No Program	49101: Transfer In - General	0	14,000	14,000	3394-506 to 3328-501
3328: Comm Child Ab	501: Social Services	No Program	49999: Beginning Fund Balance	35,000	(48,805)	(13,805)	
3328: Comm Child Ab	501: Social Services	No Program	60519: Client - Contracted Progr	65,750	(34,805)	30,945	
3328: Comm Child Abuse Prevent							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
3329: SLESF Fund	216: Sheriff	No Program	49999: Beginning Fund Balance	0	75,451	75,451	
3329: SLESF Fund	216: Sheriff	No Program	80111: Transfer Out - General	169,800	75,451	245,251	3329-216 to 1001-216, 220, and 212 due to higher than budgeted beginning fund balance in the SLESF fund
3329: SLESF Fund							
3330: Housing Develo	111: Housing Develop	No Program	45061: Housing Development - S	490,734	(60,121)	430,613	
3330: Housing Develo	111: Housing Develop	No Program	49999: Beginning Fund Balance	(246,398)	60,121	(186,277)	
3330: Housing Development Fund							
3331: First Time Hom	111: Housing Develop	No Program	49999: Beginning Fund Balance	(676)	(316)	(992)	
3331: First Time Hom	111: Housing Develop	No Program	60201: Miscellaneous Expense	549,324	(316)	549,008	
3331: First Time Homebuyer Loans							
3332: Housing Rehab	111: Housing Develop	No Program	49999: Beginning Fund Balance	159,400	(6,720)	152,680	
3332: Housing Rehab	111: Housing Develop	No Program	60532: Client - Home Repairs	409,400	(6,720)	402,680	
3332: Housing Rehabilitation Fund							
3334: Community Ene	402: Behavioral Healt	No Program	46042: LIHEAP WX/Energy - Fede	815,490	170,435	985,925	
3334: Community Ene	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	0	(170,435)	(170,435)	
3334: Community Energy Grants							
3335: CSBG Fund	402: Behavioral Healt	No Program	48207: CSBG/CALA/MPSA Miscel	328,653	95,304	423,957	
3335: CSBG Fund	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	0	(95,304)	(95,304)	
3335: CSBG Fund							
3336: TANF Fund	501: Social Services	No Program	49999: Beginning Fund Balance	71,654	689	72,343	
3336: TANF Fund	501: Social Services	No Program	60508: Client - Community Educa	71,054	689	71,743	
3336: TANF Fund							
3337: BCSH Housing G	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	-	40,171	40,171	
3337: BCSH Housing G	402: Behavioral Healt	No Program	60535: Client - Temporary Housi	2,322	40,171	42,493	
3337: BCSH Housing Grants							
3341: Senior Services	519: Adults and Aging	CON: C1	45046: NSIP Reimbursement C-1	8,650	(3,305)	5,345	
3341: Senior Services	519: Adults and Aging	CTW: C2	45047: Area 12 Grant C-2 - State	50,660	7,625	58,285	
3341: Senior Services	519: Adults and Aging	CTW: C2	46084: Nutrition Services Incenti	2,387	(912)	1,475	
3341: Senior Services	519: Adults and Aging	No Program	49101: Transfer In - General	179,831	545,325	725,156	3433-506 to 3341-519
3341: Senior Services	519: Adults and Aging	No Program	49999: Beginning Fund Balance	4,357	(548,733)	(544,376)	
3341: Senior Services Fund							
3345: Forest Reserve	228: Fire	No Program	49999: Beginning Fund Balance	29,530	73,397	102,927	
3345: Forest Reserve	228: Fire	No Program	60301: General Professional Serv	94,234	73,397	167,631	
3345: Forest Reserve							
3351: JJCPA Fund	224: Probation	No Program	49999: Beginning Fund Balance	188,996	(1,994)	187,002	
3351: JJCPA Fund	224: Probation	No Program	60201: Miscellaneous Expense	73,625	(1,994)	71,631	
3351: JJCPA Fund							
3352: HUD Continuur	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	0	39,818	39,818	
3352: HUD Continuur	402: Behavioral Healt	No Program	60534: Client - Rent	46,347	39,818	86,165	
3352: HUD Continuum of Care							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
3353: RCCP Fund	216: Sheriff	No Program	49999: Beginning Fund Balance	0	5,956	5,956	
3353: RCCP Fund	216: Sheriff	No Program	60103: Safety Equipment	25,000	5,956	30,956	
3353: RCCP Fund							
3356: VLF Swap Fund	107: Auditor	No Program	49999: Beginning Fund Balance	2,459	37	2,496	
3356: VLF Swap Fund	107: Auditor	No Program	60201: Miscellaneous Expense	2,459	37	2,496	
3356: VLF Swap Fund							
3358: DNA Identificat	216: Sheriff	No Program	49999: Beginning Fund Balance	40,000	4,785	44,785	
3358: DNA Identificat	216: Sheriff	No Program	60201: Miscellaneous Expense	42,600	4,785	47,385	
3358: DNA Identification Fund							
3360: Domestic Viole	224: Probation	No Program	49999: Beginning Fund Balance	451	112	563	
3360: Domestic Viole	224: Probation	No Program	60201: Miscellaneous Expense	805	112	917	
3360: Domestic Violence - Probation							
3361: County Inmate	220: Adult Detention	No Program	49999: Beginning Fund Balance	75,000	18,731	93,731	
3361: County Inmate	220: Adult Detention	No Program	60201: Miscellaneous Expense	0	18,731	18,731	
3361: County Inmate Welfare Fund							
3362: CalFRESH Over	506: Assistance Paym	No Program	49999: Beginning Fund Balance	0	84	84	
3362: CalFRESH Over	506: Assistance Paym	No Program	60201: Miscellaneous Expense	0	84	84	
3362: CalFRESH Overpay Incentives							
3363: Human Service	506: Assistance Paym	AAP: Adoptio	46031: Public Assistance Progran	296,441	75,902	372,343	
3363: Human Service	506: Assistance Paym	No Program	49999: Beginning Fund Balance	(100,000)	(75,902)	(175,902)	
3363: Human Services Assist Trust							
3364: Cash Difference	108: Treasurer/Tax C	No Program	49999: Beginning Fund Balance	757	(6)	751	
3364: Cash Difference	108: Treasurer/Tax C	No Program	60361: General Taxes and Assess	757	(6)	751	
3364: Cash Difference Tax Collector							
3365: Department Of	212: District Attorney	No Program	49999: Beginning Fund Balance	10,739	581	11,320	
3365: Department Of	212: District Attorney	No Program	60181: Medical and Laboratory E	11,389	581	11,970	
3365: Department Of Justice-DA							
3366: Probation Drug	224: Probation	No Program	49999: Beginning Fund Balance	8,132	21	8,153	
3366: Probation Drug	224: Probation	No Program	60201: Miscellaneous Expense	8,867	21	8,888	
3366: Probation Drug Program							
3368: Human Service	506: Assistance Paym	CFR: CalFresh	46011: Public Assistance Adminis	633,382	200,000	833,382	
3368: Human Service	506: Assistance Paym	CWS: Child W	45021: Public Assistance Adminis	1,592,595	199,230	1,791,825	
3368: Human Service	506: Assistance Paym	CWS: Child W	46011: Public Assistance Adminis	1,590,802	250,000	1,840,802	
3368: Human Service	506: Assistance Paym	HDA: Housing	45021: Public Assistance Adminis	250,000	100,000	350,000	
3368: Human Service	506: Assistance Paym	No Program	49999: Beginning Fund Balance	(100,000)	(749,230)	(849,230)	
3368: Human Services Admin Trust							
3369: Sund-Pelosso A	206: Indigent Defense	No Program	49999: Beginning Fund Balance	375	3,908	4,283	
3369: Sund-Pelosso A	206: Indigent Defense	No Program	60201: Miscellaneous Expense	16,000	3,908	19,908	
3369: Sund-Pelosso Advance							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
3370: LAFCO Fund	249: Planning	No Program	49101: Transfer In - General	16,484	(7,939)	8,545	1001-249 to 3370-249
3370: LAFCO Fund	249: Planning	No Program	49999: Beginning Fund Balance	0	7,939	7,939	
3370: LAFCO Fund							
3371: Child Support S	207: Child Support Se	No Program	45401: Child Support Service - St	259,412	(34,346)	225,066	
3371: Child Support S	207: Child Support Se	No Program	46122: Child Support Advance - F	503,565	(68,693)	434,872	
3371: Child Support S	207: Child Support Se	No Program	49999: Beginning Fund Balance	-	460,908	460,908	
3371: Child Support S	207: Child Support Se	No Program	80111: Transfer Out - General	762,977	357,869	1,120,846	3371-207 to 1001-207 to cover FY24 expenses
3371: Child Support Services Fund							
3372: CalFRESH Over	506: Assistance Paym	No Program	49999: Beginning Fund Balance	2,112	(47)	2,065	
3372: CalFRESH Over	506: Assistance Paym	No Program	60527: Client - Assistance Collect	2,500	(47)	2,453	
3372: CalFRESH Overpay Collect							
3376: Finger Print Ide	216: Sheriff	No Program	49999: Beginning Fund Balance	70,000	5,483	75,483	
3376: Finger Print Ide	216: Sheriff	No Program	60201: Miscellaneous Expense	71,500	5,483	76,983	
3376: Finger Print Identification							
3378: Emergency Me	401: Health Division	No Program	49999: Beginning Fund Balance	121,093	19,298	140,391	
3378: Emergency Me	401: Health Division	No Program	60201: Miscellaneous Expense	0	19,298	19,298	
3378: Emergency Medical Service							
3379: Recorders Mod	109: Assessor/Record	No Program	49999: Beginning Fund Balance	122,986	(2,026)	120,960	
3379: Recorders Mod	109: Assessor/Record	No Program	70511: Software Fixed Assets	95,986	(2,026)	93,960	
3379: Recorders Modernization Fund							
3380: Drug & Alcohol	403: Alcohol And Dru	No Program	49999: Beginning Fund Balance	0	3,106	3,106	
3380: Drug & Alcohol	403: Alcohol And Dru	No Program	80111: Transfer Out - General	753	3,106	3,859	3380-403 to 1001-403 to close fund
3380: Drug & Alcohol Prevention							
3382: Public Administ	216: Sheriff	No Program	49999: Beginning Fund Balance	20,000	6,157	26,157	
3382: Public Administ	216: Sheriff	No Program	60201: Miscellaneous Expense	20,200	6,157	26,357	
3382: Public Administrator Fund							
3384: Alcohol Prograr	403: Alcohol And Dru	No Program	49999: Beginning Fund Balance	0	5,181	5,181	
3384: Alcohol Prograr	403: Alcohol And Dru	No Program	80111: Transfer Out - General	923	5,181	6,104	3384-403 to 1001-403 to close fund
3384: Alcohol Program Ment Hlth							
3385: Tobacco Cessat	401: Health Division	No Program	49999: Beginning Fund Balance	0	99,252	99,252	
3385: Tobacco Cessat	401: Health Division	No Program	60201: Miscellaneous Expense	0	99,252	99,252	
3385: Tobacco Cessation-Health							
3386: Recorder Cash	109: Assessor/Record	No Program	48241: Cash Difference-Tax Colle	500	1,062	1,562	
3386: Recorder Cash	109: Assessor/Record	No Program	49999: Beginning Fund Balance	0	(1,062)	(1,062)	
3386: Recorder Cash Difference							
3387: Criminal Lab H&	216: Sheriff	No Program	49999: Beginning Fund Balance	10,000	(1,578)	8,422	
3387: Criminal Lab H&	216: Sheriff	No Program	60181: Medical and Laboratory E	10,100	(1,578)	8,522	
3387: Criminal Lab H&S 11372.5							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
3389: Micro Conversi	109: Assessor/Record	No Program	49999: Beginning Fund Balance	41,109	1,466	42,575	
3389: Micro Conversi	109: Assessor/Record	No Program	70511: Software Fixed Assets	46,609	1,466	48,075	
3389: Micro Conversion-Recorder							
3390: Tax Collector's	108: Treasurer/Tax C	No Program	49999: Beginning Fund Balance	50,894	14,225	65,119	
3390: Tax Collector's	108: Treasurer/Tax C	No Program	60201: Miscellaneous Expense	4,601	14,225	18,826	
3390: Tax Collector's Cost							
3392: 1991 Health Re	401: Health Division	No Program	45361: Health 2011 Equal to VLF	963,895	500,000	1,463,895	
3392: 1991 Health Re	401: Health Division	No Program	49999: Beginning Fund Balance	1,209,348	(212,674)	996,674	
3392: 1991 Health Re	401: Health Division	No Program	60201: Miscellaneous Expense	582,365	(582,365)	0	
3392: 1991 Health Re	401: Health Division	No Program	80111: Transfer Out - General	1,628,828	869,691	2,498,519	3392-401 to 1001-401
3392: 1991 Health Realignment							
3393: 1991 Ment Hlth	402: Behavioral Healt	No Program	49101: Transfer In - General	0	127,287	127,287	3449-402 to 3393-402 to close fund 3459-402 to 3393-402 to close fund 3461-402 to 3393-402 to close fund
3393: 1991 Ment Hlth	402: Behavioral Healt	No Program	60541: Client - Medical Professio	79,758	53,458	133,216	
3393: 1991 Ment Hlth	402: Behavioral Healt	No Program	80111: Transfer Out - General	569,239	73,829	643,068	3393-402 to 1001-402
3393: 1991 Ment Hlth Realignment							
3394: 1991 Human Se	506: Assistance Paym	No Program	49999: Beginning Fund Balance	500,000	9,613	509,613	
3394: 1991 Human Se	506: Assistance Paym	No Program	60201: Miscellaneous Expense	262,190	(4,387)	257,803	
3394: 1991 Human Se	506: Assistance Paym	No Program	80111: Transfer Out - General	0	14,000	14,000	3394-506 to 3328-501
3394: 1991 Human Services Realign							
3399: Vitals - Recorde	109: Assessor/Record	No Program	49999: Beginning Fund Balance	70,914	1,838	72,752	
3399: Vitals - Recorde	109: Assessor/Record	No Program	70511: Software Fixed Assets	74,514	1,838	76,352	
3399: Vitals - Recorder							
3400: Vitals - Clerk	120: County Clerk	No Program	49999: Beginning Fund Balance	2,328	44	2,372	
3400: Vitals - Clerk	120: County Clerk	No Program	60201: Miscellaneous Expense	2,443	44	2,487	
3400: Vitals - Clerk							
3401: STC Fund	220: Adult Detention	No Program	49999: Beginning Fund Balance	0	18,154	18,154	
3401: STC Fund	220: Adult Detention	No Program	60116: STC Training - Jail	12,000	18,154	30,154	
3401: STC Fund							
3402: PHEP Fund	401: Health Division	No Program	45135: Public Health Emergency	118,523	88,720	207,243	
3402: PHEP Fund	401: Health Division	No Program	49999: Beginning Fund Balance	0	(88,720)	(88,720)	
3402: PHEP Fund							
3404: LEA Fund	457: Environmental H	No Program	49999: Beginning Fund Balance	0	11,434	11,434	
3404: LEA Fund	457: Environmental H	No Program	60201: Miscellaneous Expense	0	11,434	11,434	
3404: LEA Fund							
3406: First 5 Visiting P	401: Health Division	No Program	49999: Beginning Fund Balance	0	3	3	
3406: First 5 Visiting P	401: Health Division	No Program	80111: Transfer Out - General	-	3	3	3406-401 to 1001-401 to close fund
3406: First 5 Visiting Pub Hlth Nurse							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
3409: Automated Wa	216: Sheriff	No Program	49999: Beginning Fund Balance	39,000	2,121	41,121	
3409: Automated Wa	216: Sheriff	No Program	60201: Miscellaneous Expense	39,600	2,121	41,721	
3409: Automated Warrant System							
3411: Public Authorit	501: Social Services	No Program	45021: Public Assistance Adminis	95,217	54,793	150,010	
3411: Public Authorit	501: Social Services	No Program	46011: Public Assistance Adminis	90,223	36,528	126,751	
3411: Public Authorit	501: Social Services	No Program	49999: Beginning Fund Balance	44,000	(91,321)	(47,321)	
3411: Public Authority Fund							
3413: Sheriff - Civil M	216: Sheriff	No Program	49101: Transfer In - General	-	2,274	2,274	1001-216 to 3413-216
3413: Sheriff - Civil M	216: Sheriff	No Program	49999: Beginning Fund Balance	0	(5,499)	(5,499)	
3413: Sheriff - Civil M	216: Sheriff	No Program	60431: Software	3,225	(3,225)	0	
3413: Sheriff - Civil Matters							
3416: Revenue And R	224: Probation	No Program	49999: Beginning Fund Balance	75,151	77,411	152,562	
3416: Revenue And R	224: Probation	No Program	60201: Miscellaneous Expense	35,954	44,411	80,365	
3416: Revenue And R	224: Probation	No Program	60213: Office Supplies	5,000	5,000	10,000	
3416: Revenue And R	224: Probation	No Program	60351: Fees and Permits	12,000	3,000	15,000	
3416: Revenue And R	224: Probation	No Program	60431: Software	25,000	25,000	50,000	
3416: Revenue And Recovery							
3417: Youthful Offen	224: Probation	No Program	49999: Beginning Fund Balance	309,703	3,080	312,783	
3417: Youthful Offen	224: Probation	No Program	60201: Miscellaneous Expense	31,576	3,080	34,656	
3417: Youthful Offender							
3418: Probation Juve	223: Juvenile Detenti	No Program	49999: Beginning Fund Balance	409,584	4,472	414,056	
3418: Probation Juve	223: Juvenile Detenti	No Program	70111: Community and Office Bu	416,584	4,472	421,056	
3418: Probation Juvenile Facilities AB178							
3419: SSN Truncation	109: Assessor/Record	No Program	49999: Beginning Fund Balance	28,099	1,817	29,916	
3419: SSN Truncation	109: Assessor/Record	No Program	60201: Miscellaneous Expense	31,399	1,817	33,216	
3419: SSN Truncation-Recorder							
3423: Sheriff Civil GC	216: Sheriff	No Program	49999: Beginning Fund Balance	0	3,281	3,281	
3423: Sheriff Civil GC	216: Sheriff	No Program	60201: Miscellaneous Expense	638	3,281	3,919	
3423: Sheriff Civil GC26746							
3424: Micro Assistanc	143: Economic Develo	No Program	49999: Beginning Fund Balance	11,913	323	12,236	
3424: Micro Assistanc	143: Economic Develo	No Program	60201: Miscellaneous Expense	11,913	323	12,236	
3424: Micro Assistance Loans							
3425: SAFE Business F	143: Economic Develo	No Program	49999: Beginning Fund Balance	30,653	10,550	41,203	
3425: SAFE Business F	143: Economic Develo	No Program	60505: Client - Community Econo	30,653	(817)	29,836	
3425: SAFE Business F	143: Economic Develo	No Program	80111: Transfer Out - General	-	11,367	11,367	3425-143 to 3620-143
3425: SAFE Business Relief Program							
3426: CMSP Fund	401: Health Division	No Program	49999: Beginning Fund Balance	0	358	358	
3426: CMSP Fund	401: Health Division	No Program	80111: Transfer Out - General	-	358	358	3426-401 to 1001-401 to close fund
3426: CMSP Fund							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
3427: Prop 56 Tobacc	401: Health Division	No Program	49999: Beginning Fund Balance	0	89,538	89,538	
3427: Prop 56 Tobacc	401: Health Division	No Program	60201: Miscellaneous Expense	0	89,538	89,538	
3427: Prop 56 Tobacco Tax							
3428: Pandemic Influ	401: Health Division	No Program	45124: Pandemic Influenza - Stat	60,565	45,573	106,138	
3428: Pandemic Influ	401: Health Division	No Program	49999: Beginning Fund Balance	0	(45,573)	(45,573)	
3428: Pandemic Influenza State							
3430: Library Private	606: Library	No Program	49999: Beginning Fund Balance	352,745	5,270	358,015	
3430: Library Private	606: Library	No Program	60201: Miscellaneous Expense	357,745	5,270	363,015	
3430: Library Private Donation							
3432: Community Cor	224: Probation	No Program	49999: Beginning Fund Balance	1,339,362	83,085	1,422,447	
3432: Community Cor	224: Probation	No Program	60103: Safety Equipment	50,000	12,000	62,000	
3432: Community Cor	224: Probation	No Program	60111: Training and Seminars	25,000	5,000	30,000	
3432: Community Cor	224: Probation	No Program	60121: Meals	5,000	5,000	10,000	
3432: Community Cor	224: Probation	No Program	60122: Lodging	10,000	5,000	15,000	
3432: Community Cor	224: Probation	No Program	60201: Miscellaneous Expense	36,337	4,085	40,422	
3432: Community Cor	224: Probation	No Program	60514: Client - Animal Caretaking	20,000	52,000	72,000	
3432: Community Correct AB109							
3433: 2011 Human Se	506: Assistance Paym	CWS: Child W	80111: Transfer Out - General	1,434,818	(200,000)	1,234,818	3433-506 to 1001-501
3433: 2011 Human Se	506: Assistance Paym	No Program	45145: 2011 Realignment - Socia	2,250,000	650,000	2,900,000	
3433: 2011 Human Se	506: Assistance Paym	No Program	49999: Beginning Fund Balance	500,000	(117,396)	382,604	
3433: 2011 Human Se	506: Assistance Paym	No Program	60201: Miscellaneous Expense	82,181	187,279	269,460	
3433: 2011 Human Se	506: Assistance Paym	No Program	80111: Transfer Out - General	179,831	545,325	725,156	3433-506 to 3341-519
3433: 2011 Human Serv Realign							
3434: Community Cor	224: Probation	No Program	49999: Beginning Fund Balance	379,125	12,160	391,285	
3434: Community Cor	224: Probation	No Program	60201: Miscellaneous Expense	30,280	12,160	42,440	
3434: Community Correct SB678							
3435: 2011 Behav Hlt	402: Behavioral Healt	No Program	70111: Community and Office Bu	293,333	(146,052)	147,281	
3435: 2011 Behav Hlt	402: Behavioral Healt	No Program	80111: Transfer Out - General	118,734	146,052	264,786	3435-402 to 4750-107 to cover final payment and close fund 3435-402 to 5579-350 to close fund
3435: 2011 Behav Hlth Realignment							
3436: Cal-MMET Fund	216: Sheriff	No Program	49999: Beginning Fund Balance	121,827	52,195	174,022	
3436: Cal-MMET Fund	216: Sheriff	No Program	60201: Miscellaneous Expense	121,540	52,195	173,735	
3436: Cal-MMET Fund							
3437: State Parole DA	212: District Attorney	No Program	49999: Beginning Fund Balance	133,243	15,619	148,862	
3437: State Parole DA	212: District Attorney	No Program	60421: Equipment Technology	72,643	3,500	76,143	
3437: State Parole DA	212: District Attorney	No Program	60431: Software	60,000	12,119	72,119	
3437: State Parole DA							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
3438: DJJ Realignmen	224: Probation	No Program	49999: Beginning Fund Balance	610,048	2,818	612,866	
3438: DJJ Realignmen	224: Probation	No Program	60201: Miscellaneous Expense	18,048	2,818	20,866	
3438: DJJ Realignment SB823							
3439: DEA Grant Fun	216: Sheriff	No Program	49999: Beginning Fund Balance	0	47,328	47,328	
3439: DEA Grant Fun	216: Sheriff	No Program	60103: Safety Equipment	35,600	47,328	82,928	
3439: DEA Grant Fund							
3440: Bailiff Fund	277: Bailiff	No Program	49999: Beginning Fund Balance	43,719	7,146	50,865	
3440: Bailiff Fund	277: Bailiff	No Program	60103: Safety Equipment	15,871	7,146	23,017	
3440: Bailiff Fund							
3441: Youth Program	224: Probation	No Program	45176: SB823 Revenue	8,066	92,107	100,173	Payment for Q4 Invoice arriving in new FY. Refund-New Vehicle
3441: Youth Program	224: Probation	No Program	49999: Beginning Fund Balance	0	(6,791)	(6,791)	
3441: Youth Program	224: Probation	No Program	70411: Staff Vehicles	8,066	85,316	93,382	Replace Car
3441: Youth Programs and Facilities Grant (YPFG)							
3442: PATH Grant Ro	220: Adult Detention	No Program	45073: State Path Grant - State	-	1,200,000	1,200,000	
3442: PATH Grant Ro	220: Adult Detention	No Program	49999: Beginning Fund Balance	1,500,000	(1,295,351)	204,649	
3442: PATH Grant Ro	220: Adult Detention	No Program	60421: Equipment Technology	1,500,500	(95,351)	1,405,149	
3442: PATH Grant Round 3 - Jail							
3445: OES/HSGP Fun	216: Sheriff	No Program	49999: Beginning Fund Balance	0	233,467	233,467	
3445: OES/HSGP Fun	216: Sheriff	No Program	60103: Safety Equipment	89,272	233,467	322,739	
3445: OES/HSGP Fund							
3446: PATH Grant Ro	220: Adult Detention	No Program	49999: Beginning Fund Balance	300,000	62,414	362,414	
3446: PATH Grant Ro	220: Adult Detention	No Program	60421: Equipment Technology	300,500	62,414	362,914	
3446: PATH Grant Round 2 - Jail							
3449: Whole Person (	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	0	88,195	88,195	
3449: Whole Person (	402: Behavioral Healt	No Program	80111: Transfer Out - General	1,483	88,195	89,678	3449-402 to 3393-402 to close fund
3449: Whole Person Care Fund							
3450: MID Settlemen	102: Administration	No Program	49999: Beginning Fund Balance	168,036	(20,210)	147,826	
3450: MID Settlemen	102: Administration	No Program	60201: Miscellaneous Expense	65,361	(20,210)	45,151	
3450: MID Settlement							
3452: Emergency Pla	216: Sheriff	No Program	49999: Beginning Fund Balance	5,835	11,473	17,308	
3452: Emergency Pla	216: Sheriff	No Program	60152: Emergency Response Sup	5,179	11,473	16,652	
3452: Emergency Planning Grant							
3453: School Resourc	216: Sheriff	No Program	49999: Beginning Fund Balance	0	(15,741)	(15,741)	
3453: School Resourc	216: Sheriff	No Program	51111: Regular salaries and wag	77,069	(15,741)	61,328	
3453: School Resource Officer							
3454: JBCT Fund	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	0	355,370	355,370	
3454: JBCT Fund	402: Behavioral Healt	No Program	60541: Client - Medical Professio	25,940	355,370	381,310	
3454: JBCT Fund							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
3455: County Assesso	109: Assessor/Record	No Program	49999: Beginning Fund Balance	105,358	(1,641)	103,717	
3455: County Assesso	109: Assessor/Record	No Program	60431: Software	105,288	(1,641)	103,647	
3455: County Assessors' Grant							
3456: PATH Justice In	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	-	79,719	79,719	
3456: PATH Justice In	402: Behavioral Healt	No Program	52401: Accrued Benefits	530,137	79,719	609,856	
3456: PATH Justice Involved Grant Round 3 - Behavioral Health							
3457: CMSP Grant Fu	402: Behavioral Healt	No Program	45126: CMSP Grant Revenue - St	1,420	117,925	119,345	
3457: CMSP Grant Fu	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	0	(117,925)	(117,925)	
3457: CMSP Grant Fund							
3458: Distance Learn	402: Behavioral Healt	No Program	46043: Distance Learning & Tele	186	16,368	16,554	
3458: Distance Learn	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	0	(16,368)	(16,368)	
3458: Distance Learn & Tele-Med							
3459: Homeless Emer	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	0	2,216	2,216	
3459: Homeless Emer	402: Behavioral Healt	No Program	80111: Transfer Out - General	38	2,216	2,254	3459-402 to 3393-402 to close fund
3459: Homeless Emergency Aid							
3461: Homeless Hous	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	0	36,876	36,876	
3461: Homeless Hous	402: Behavioral Healt	No Program	80111: Transfer Out - General	632	36,876	37,508	3461-402 to 3393-402 to close fund
3461: Homeless Housing - WPC							
3462: Public Safe Pow	216: Sheriff	No Program	49999: Beginning Fund Balance	1,570	92	1,662	
3462: Public Safe Pow	216: Sheriff	No Program	80111: Transfer Out - General	1,570	92	1,662	3462-216 to 1001-216 to close fund
3462: Public Safe Power Shutoff							
3463: AIDS/HIV Surve	401: Health Division	No Program	45117: Aids Block Grant - State	4,004	3,262	7,266	
3463: AIDS/HIV Surve	401: Health Division	No Program	49999: Beginning Fund Balance	0	(3,262)	(3,262)	
3463: AIDS/HIV Surveillance							
3464: CCS CA Childrer	401: Health Division	No Program	45134: CCS - State	100,700	7,029	107,729	
3464: CCS CA Childrer	401: Health Division	No Program	49999: Beginning Fund Balance	0	(7,029)	(7,029)	
3464: CCS CA Children's Services							
3465: Air Pollution Su	457: Environmental H	No Program	49999: Beginning Fund Balance	0	37,616	37,616	
3465: Air Pollution Su	457: Environmental H	No Program	60201: Miscellaneous Expense	-	37,616	37,616	
3465: Air Pollution Subvention							
3466: CHDP Fund	401: Health Division	No Program	49999: Beginning Fund Balance	9,834	(6,581)	3,253	
3466: CHDP Fund	401: Health Division	No Program	60201: Miscellaneous Expense	7,103	(7,103)	0	
3466: CHDP Fund	401: Health Division	No Program	80111: Transfer Out - General	-	3,253	3,253	3466-401 to 1001-401 to close fund
3466: CHDP Fund	402: Behavioral Healt	No Program	60201: Miscellaneous Expense	2,731	(2,731)	0	to correct department
3466: CHDP Fund							
3467: MCAH Fund	401: Health Division	No Program	49999: Beginning Fund Balance	0	28,616	28,616	
3467: MCAH Fund	401: Health Division	No Program	60201: Miscellaneous Expense	0	28,616	28,616	
3467: MCAH Fund							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
3468: IAP Fund	401: Health Division	No Program	49999: Beginning Fund Balance	0	19,123	19,123	
3468: IAP Fund	401: Health Division	No Program	60201: Miscellaneous Expense	-	19,123	19,123	
3468: IAP Fund							
3469: CUPA Fund	457: Environmental H	No Program	49999: Beginning Fund Balance	0	77,219	77,219	
3469: CUPA Fund	457: Environmental H	No Program	60201: Miscellaneous Expense	6,917	77,219	84,136	
3469: CUPA Fund							
3470: Cal-Fresh Healt	401: Health Division	No Program	45111: SNAP-Ed - State	150,000	2,702	152,702	
3470: Cal-Fresh Healt	401: Health Division	No Program	49999: Beginning Fund Balance	0	(2,702)	(2,702)	
3470: Cal-Fresh Healthy Living							
3471: COHP Fund	401: Health Division	No Program	45112: COHP - State	144,088	27,821	171,909	
3471: COHP Fund	401: Health Division	No Program	49999: Beginning Fund Balance	0	(27,821)	(27,821)	
3471: COHP Fund							
3472: CLPPP Fund	401: Health Division	No Program	49999: Beginning Fund Balance	0	4,159	4,159	
3472: CLPPP Fund	401: Health Division	No Program	80111: Transfer Out - General	0	4,159	4,159	3472-401 to 1001-401 to close fund
3472: CLPPP Fund							
3473: Woodsmoke Re	457: Environmental H	No Program	49999: Beginning Fund Balance	0	375,411	375,411	
3473: Woodsmoke Re	457: Environmental H	No Program	60201: Miscellaneous Expense	-	375,411	375,411	
3473: Woodsmoke Reduction							
3474: CARB Fund	457: Environmental H	No Program	49999: Beginning Fund Balance	0	438,852	438,852	
3474: CARB Fund	457: Environmental H	No Program	60201: Miscellaneous Expense	191	438,852	439,043	
3474: CARB Fund							
3475: HCPCFC Fund	401: Health Division	No Program	45034: HCPCFC - State	34,247	2,155	36,402	
3475: HCPCFC Fund	401: Health Division	No Program	49999: Beginning Fund Balance	681	(2,155)	(1,474)	
3475: HCPCFC Fund							
3476: Detwiler Fire Fu	271: Detwiler Fire	No Program	49999: Beginning Fund Balance	0	268,751	268,751	These funds were provided by CalOES for the administrative costs associated with post-hazard mitigation projects. The projects have not occurred and the funds will need to be returned to CalOES.
3476: Detwiler Fire Fu	271: Detwiler Fire	No Program	60201: Miscellaneous Expense	-	268,751	268,751	These funds were provided by CalOES for the administrative costs associated with post-hazard mitigation projects. The projects have not occurred and the funds will need to be returned to CalOES.
3476: Detwiler Fire Fund							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
3477: Ferguson Fire	286: Ferguson Fire 20	No Program	49999: Beginning Fund Balance	0	47,021	47,021	These funds were provided by CalOES for the administrative costs associated with post-hazard mitigation projects. The projects were cheaper than originally budgeted and we believe these funds will need to be returned to CalOES.
3477: Ferguson Fire	286: Ferguson Fire 20	No Program	60201: Miscellaneous Expense	-	47,021	47,021	These funds were provided by CalOES for the administrative costs associated with post-hazard mitigation projects. The projects were cheaper than originally budgeted and we believe these funds will need to be returned to CalOES.
3477: Ferguson Fire							
3478: SAFE Grant	401: Health Division	No Program	49999: Beginning Fund Balance	0	1,366	1,366	
3478: SAFE Grant	401: Health Division	No Program	80111: Transfer Out - General	0	1,366	1,366	3478-401 to 1001-401 to close fund
3478: SAFE Grant							
3481: Covid-19 CMSP	401: Health Division	No Program	49999: Beginning Fund Balance	0	20,556	20,556	
3481: Covid-19 CMSP	401: Health Division	No Program	80111: Transfer Out - General	0	20,556	20,556	3481-401 to 1001-401 to close fund
3481: Covid-19 CMSP							
3483: IDP Fund	401: Health Division	No Program	49101: Transfer In - General	-	668	668	3492-401 to 3483-401 to close fund
3483: IDP Fund	401: Health Division	No Program	49999: Beginning Fund Balance	0	(668)	(668)	
3483: IDP Fund							
3484: CAP Incentives	457: Environmental H	No Program	49999: Beginning Fund Balance	131,598	3,566	135,164	
3484: CAP Incentives	457: Environmental H	No Program	60201: Miscellaneous Expense	249,855	3,566	253,421	
3484: CAP Incentives Fund							
3485: CAPP Fund	457: Environmental H	No Program	49999: Beginning Fund Balance	75,223	36,620	111,843	
3485: CAPP Fund	457: Environmental H	No Program	60201: Miscellaneous Expense	75,114	36,620	111,734	
3485: CAPP Fund							
3486: PBE Grant Fund	457: Environmental H	No Program	49999: Beginning Fund Balance	0	3,617	3,617	
3486: PBE Grant Fund	457: Environmental H	No Program	60201: Miscellaneous Expense	-	3,617	3,617	
3486: PBE Grant Fund							
3487: SLFRF—State a	102: Administration	No Program	49999: Beginning Fund Balance	1,511,964	(10,172)	1,501,792	
3487: SLFRF—State a	102: Administration	No Program	60201: Miscellaneous Expense	633,675	(10,172)	623,503	
3487: SLFRF—State and Local Fiscal Recovery Funds							
3488: Terra Count	249: Planning	No Program	49999: Beginning Fund Balance	0	56	56	
3488: Terra Count	249: Planning	No Program	80111: Transfer Out - General	0	56	56	3488-249 to 1001-249 to close fund
3488: Terra Count							
3489: SALC Program F	249: Planning	No Program	45551: SALC Grant - State	95,181	(57,826)	37,355	
3489: SALC Program F	249: Planning	No Program	49999: Beginning Fund Balance	352	11,455	11,807	
3489: SALC Program F	249: Planning	No Program	60301: General Professional Serv	95,533	(46,371)	49,162	
3489: SALC Program Fund							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
3490: ELC - Enhance D	401: Health Division	No Program	45067: ELC Enhancing Detection	594,581	417,801	1,012,382	
3490: ELC - Enhance D	401: Health Division	No Program	49999: Beginning Fund Balance	0	(417,801)	(417,801)	
3490: ELC - Enhance Detection							
3491: ELC Cares	401: Health Division	No Program	49101: Transfer In - General	-	509	509	1001-401 to 3491-401 to close fund
3491: ELC Cares	401: Health Division	No Program	49999: Beginning Fund Balance	0	(509)	(509)	
3491: ELC Cares							
3492: Targeted Case I	402: Behavioral Healt	No Program	45082: Medi-Cal FFP - State	112,491	1,158,019	1,270,510	
3492: Targeted Case I	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	0	(1,158,019)	(1,158,019)	
3492: Targeted Case I	402: Behavioral Healt	No Program	60431: Software	15,104	(668)	14,436	
3492: Targeted Case I	402: Behavioral Healt	No Program	80111: Transfer Out - General	-	668	668	3492-401 to 3483-401 to close fund
3492: Targeted Case Management							
3493: Public Health In	401: Health Division	No Program	49999: Beginning Fund Balance	0	107,217	107,217	
3493: Public Health In	401: Health Division	No Program	60201: Miscellaneous Expense	-	107,217	107,217	
3493: Public Health Institute COVID Funding							
3494: Crisis Care Mob	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	0	219,958	219,958	
3494: Crisis Care Mob	402: Behavioral Healt	No Program	60421: Equipment Technology	0	219,958	219,958	
3494: Crisis Care Mobile Units							
3495: California Equit	401: Health Division	No Program	49999: Beginning Fund Balance	0	71,553	71,553	
3495: California Equit	401: Health Division	No Program	60201: Miscellaneous Expense	0	71,553	71,553	
3495: California Equitable Recovery Unit							
3496: Public Health W	401: Health Division	No Program	49999: Beginning Fund Balance	0	71,798	71,798	
3496: Public Health W	401: Health Division	No Program	60201: Miscellaneous Expense	0	71,798	71,798	
3496: Public Health Workforce Development							
3497: SB 129 Pre-Tria	224: Probation	No Program	45176: SB823 Revenue	150,000	51,605	201,605	Paymnt for Q4 Invoice arriving in new FY
3497: SB 129 Pre-Tria	224: Probation	No Program	49999: Beginning Fund Balance	48,899	(51,605)	(2,706)	
3497: SB 129 Pre-Tria	224: Probation	No Program	60201: Miscellaneous Expense	8,714	4,319	13,033	
3497: SB 129 Pre-Tria	224: Probation	No Program	80231: General Insurance	4,319	(4,319)	0	Grant cannot support insurance costs
3497: SB 129 Pre-Trial							
3498: Sierra Nevada C	249: Planning	No Program	49999: Beginning Fund Balance	(43,073)	(35,309)	(78,382)	
3498: Sierra Nevada C	249: Planning	No Program	60302: Design, Architectural, Eng	389,690	(389,690)	0	
3498: Sierra Nevada C	249: Planning	No Program	70331: Other Infrastructure	-	354,381	354,381	
3498: Sierra Nevada Conservancy Vibrant Recreation and Tourism Grant							
3499: MAT Grant Exp	401: Health Division	No Program	49999: Beginning Fund Balance	-	20,083	20,083	
3499: MAT Grant Exp	401: Health Division	No Program	60201: Miscellaneous Expense	-	20,083	20,083	
3499: MAT Grant Expansion for Jail and Drug Courts							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
3532: DPSZ Utility Ca	408: Plant Operations	No Program	47117: Water and Sewer Standb	7,020	(7,020)	0	
3532: DPSZ Utility Ca	408: Plant Operations	No Program	49999: Beginning Fund Balance	-	288	288	
3532: DPSZ Utility Ca	408: Plant Operations	No Program	60201: Miscellaneous Expense	7,020	(7,020)	0	
3532: DPSZ Utility Ca	408: Plant Operations	No Program	80111: Transfer Out - General	-	288	288	3532-408 to 3316-408 utility fund is requesting loans and therefore does not have the resources to maintain reserves
3532: DPSZ Utility Capital Reserve Fund							
3533: Future of Publi	401: Health Division	No Program	45063: State Grant Revenue - Sta	421,598	350,102	771,700	
3533: Future of Publi	401: Health Division	No Program	49999: Beginning Fund Balance	0	(350,102)	(350,102)	
3533: Future of Public Health							
3535: Yosemite West	408: Plant Operations	No Program	49999: Beginning Fund Balance	-	3,321	3,321	
3535: Yosemite West	408: Plant Operations	No Program	60201: Miscellaneous Expense	6,600	3,321	9,921	
3535: Yosemite West Maintenance District Utility Capital Reserve Fund							
3536: MHSA Fund - A	402: Behavioral Healt	No Program	45076: MHSA - State	1,371,423	4,926,039	6,297,462	
3536: MHSA Fund - A	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	0	(4,974,801)	(4,974,801)	
3536: MHSA Fund - A	402: Behavioral Healt	No Program	80211: Departmental Overhead	327,530	(48,762)	278,768	3536-402 to 1001-507 ASOC 3536-402 to 1001-507 CSOC
3536: MHSA Fund - ASOC/CSOC							
3537: MHSA - PEI	402: Behavioral Healt	No Program	45077: MHSA Project PEI - State	358,053	237,612	595,665	
3537: MHSA - PEI	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	9,917	(244,118)	(234,201)	
3537: MHSA - PEI	402: Behavioral Healt	No Program	80211: Departmental Overhead	42,171	(6,506)	35,665	3537-402 to 1001-507
3537: MHSA - PEI							
3538: MHSA - WET	402: Behavioral Healt	No Program	45078: MHSA Project Wetmic - S	0	208	208	
3538: MHSA - WET	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	0	(208)	(208)	
3538: MHSA - WET							
3539: MHSA Innovati	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	0	149,192	149,192	
3539: MHSA Innovati	402: Behavioral Healt	No Program	60301: General Professional Serv	32,574	152,810	185,384	
3539: MHSA Innovati	402: Behavioral Healt	No Program	80211: Departmental Overhead	21,086	(3,618)	17,468	3539-402 to 1001-507
3539: MHSA Innovation							
3542: MHSA Housing	402: Behavioral Healt	No Program	45076: MHSA - State	-	73,659	73,659	
3542: MHSA Housing	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	0	(73,659)	(73,659)	
3542: MHSA Housing Development							
3543: Inmate Medica	401: Health Division	No Program	49101: Transfer In - General	975,000	96,145	1,071,145	1001-220 to 3543-401 to cover expenses incurred in FY24
3543: Inmate Medica	401: Health Division	No Program	49999: Beginning Fund Balance	-	(196,230)	(196,230)	
3543: Inmate Medica	401: Health Division	No Program	51111: Regular salaries and wage	433,163	(100,085)	333,078	Vacant Registered Nurse allocation
3543: Inmate Medical Services							
3544: Our Town Fede	249: Planning	No Program	46165: Our Town Grant - Federal	15,000	(15,000)	0	
3544: Our Town Fede	249: Planning	No Program	49999: Beginning Fund Balance	(15,000)	15,000	0	
3544: Our Town Federal Grant							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
3545: Oak Fire Debris	102: Administration	No Program	45201: CDAA California Disaster	2,455,200	25,468	2,480,668	All costs have been submitted to CalOES for reimbursement.
3545: Oak Fire Debris	102: Administration	No Program	49999: Beginning Fund Balance	(2,455,200)	(25,468)	(2,480,668)	All costs have been submitted to CalOES for reimbursement.
3545: Oak Fire Debris Removal							
3546: Weather 2022.	899: Disasters	No Program	45201: CDAA California Disaster	0	920,056	920,056	Costs have been submitted and are under FEMA review. OES, PW, Auditors, and FEMA reps meet biweekly. All FEMA requests for information have been addressed.
3546: Weather 2022.	899: Disasters	No Program	49999: Beginning Fund Balance	0	(920,056)	(920,056)	Costs have been submitted and are under FEMA review. OES, PW, Auditors, and FEMA reps meet biweekly. All FEMA requests for information have been addressed.
3546: Weather 2022.12.27							
3601: Business Relief	143: Economic Devel	No Program	46166: Community Development	196,750	100,000	296,750	
3601: Business Relief	143: Economic Devel	No Program	49101: Transfer In - General	100,000	(100,000)	0	3621-143 to 3601-143
3601: Business Relief Grants 20-CDBG-CV-2-3-00074							
3602: USDA Grant Co	143: Economic Devel	No Program	49999: Beginning Fund Balance	0	6,952	6,952	
3602: USDA Grant Co	143: Economic Devel	No Program	80111: Transfer Out - General	-	6,952	6,952	3602-143 to 1001-249 to close fund
3602: USDA Grant Countywide Market Study							
3603: DIS Workforce	401: Health Division	No Program	49999: Beginning Fund Balance	0	40,451	40,451	
3603: DIS Workforce	401: Health Division	No Program	60201: Miscellaneous Expense	0	40,451	40,451	
3603: DIS Workforce Development Grant							
3607: Officer Mental	216: Sheriff	No Program	49999: Beginning Fund Balance	20,586	16,436	37,022	
3607: Officer Mental	216: Sheriff	No Program	60201: Miscellaneous Expense	20,836	16,436	37,272	
3607: Officer Mental Health and Wellness Grant							
3608: Weather 2023.	899: Disasters	No Program	45201: CDAA California Disaster	0	3,915,783	3,915,783	Costs have been submitted and are under FEMA review. OES, PW, Auditors, and FEMA reps meet biweekly. All FEMA requests for information have been addressed.
3608: Weather 2023.	899: Disasters	No Program	49999: Beginning Fund Balance	0	(3,915,783)	(3,915,783)	Costs have been submitted and are under FEMA review. OES, PW, Auditors, and FEMA reps meet biweekly. All FEMA requests for information have been addressed.
3608: Weather 2023.02.23							
3610: Off Highway M	216: Sheriff	No Program	49999: Beginning Fund Balance	-	20,795	20,795	
3610: Off Highway M	216: Sheriff	No Program	60201: Miscellaneous Expense	-	20,795	20,795	
3610: Off Highway Motor Vehicle Act of 2003 Grant							
3611: Environmental	249: Planning	No Program	45547: One-Time State Grants - S	0	35,714	35,714	
3611: Environmental	249: Planning	No Program	49999: Beginning Fund Balance	-	(35,714)	(35,714)	
3611: Environmental Enhancement and Mitigation Grant							
3612: California Natu	249: Planning	No Program	49999: Beginning Fund Balance	-	(17,760)	(17,760)	
3612: California Natu	249: Planning	No Program	60301: General Professional Serv	911,850	(17,760)	894,090	
3612: California Natural Resources Agency Riparian Restoration Grant							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
3613: Mariposa Creek	249: Planning	No Program	49999: Beginning Fund Balance	100,000	438	100,438	
3613: Mariposa Creek	249: Planning	No Program	60301: General Professional Serv	100,000	438	100,438	
3613: Mariposa Creek Community Resiliency Hub							
3614: SABG ARPA Gra	403: Alcohol And Dru	No Program	45063: State Grant Revenue - Sta	198,327	80,821	279,148	
3614: SABG ARPA Gra	403: Alcohol And Dru	No Program	49999: Beginning Fund Balance	0	(80,821)	(80,821)	
3614: SABG ARPA Grant							
3616: SABG CRRSAA G	403: Alcohol And Dru	No Program	49999: Beginning Fund Balance	0	3,815	3,815	
3616: SABG CRRSAA G	403: Alcohol And Dru	No Program	52401: Accrued Benefits	-	3,815	3,815	
3616: SABG CRRSAA Grant							
3619: Terramor Outd	249: Planning	No Program	49999: Beginning Fund Balance	4,162	63	4,225	
3619: Terramor Outd	249: Planning	No Program	60301: General Professional Serv	89,824	63	89,887	
3619: Terramor Outdoor Resort - Planning							
3620: Business Assist	143: Economic Develo	No Program	46166: Community Development	0	136,261	136,261	
3620: Business Assist	143: Economic Develo	No Program	49101: Transfer In - General	-	11,367	11,367	3425-143 to 3620-143
3620: Business Assist	143: Economic Develo	No Program	49999: Beginning Fund Balance	(8,649)	(98,779)	(107,428)	
3620: Business Assist	143: Economic Develo	No Program	60505: Client - Community Econo	0	48,849	48,849	
3620: Business Assistance Loan Fund 20-CDBG-12039							
3621: CDBG Micro En	143: Economic Develo	No Program	49999: Beginning Fund Balance	39,429	(101,834)	(62,405)	
3621: CDBG Micro En	143: Economic Develo	No Program	60505: Client - Community Econo	15,276	(1,834)	13,442	
3621: CDBG Micro En	143: Economic Develo	No Program	80111: Transfer Out - General	100,000	(100,000)	0	3621-143 to 3601-143
3621: CDBG Micro Enterprise Loan							
3622: Resort Hotel Fe	143: Economic Develo	No Program	45547: One-Time State Grants - S	40,000	(40,000)	0	
3622: Resort Hotel Fe	143: Economic Develo	No Program	49999: Beginning Fund Balance	(40,000)	40,000	0	
3622: Resort Hotel Feasibility Study 21-CDBG							
3624: CPUC LATA Bro	143: Economic Develo	No Program	49999: Beginning Fund Balance	(49,000)	(66,837)	(115,837)	
3624: CPUC LATA Bro	143: Economic Develo	No Program	60301: General Professional Serv	475,000	(66,837)	408,163	
3624: CPUC LATA Broadband Network Design							
3625: National Opioid	403: Alcohol And Dru	No Program	49999: Beginning Fund Balance	193,096	96,681	289,777	
3625: National Opioid	403: Alcohol And Dru	No Program	52401: Accrued Benefits	-	96,681	96,681	
3625: National Opioids Settlement Funds							
3627: Mobile Probati	224: Probation	No Program	45547: One-Time State Grants - S	31,936	364	32,300	Payment for Q4 Invoice arriving in new FY
3627: Mobile Probati	224: Probation	No Program	49999: Beginning Fund Balance	(1,390)	(364)	(1,754)	
3627: Mobile Probation Service Centers Grant							
3628: California Hom	401: Health Division	No Program	45063: State Grant Revenue - Sta	410,356	35,580	445,936	
3628: California Hom	401: Health Division	No Program	49999: Beginning Fund Balance	-	(35,580)	(35,580)	
3628: California Home Visiting Program							
3629: California Stren	401: Health Division	No Program	45063: State Grant Revenue - Sta	116,618	3,331	119,949	
3629: California Stren	401: Health Division	No Program	49999: Beginning Fund Balance	119,143	(3,331)	115,812	
3629: California Strengthening Public Health Initiative							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
3631: Stanford Impac	249: Planning	No Program	48143: Stanford Impact Fellowsh	-	37,500	37,500	
3631: Stanford Impac	249: Planning	No Program	48189: Miscellaneous Revenue A	50,000	(50,000)	0	
3631: Stanford Impac	249: Planning	No Program	49999: Beginning Fund Balance	-	9,554	9,554	
3631: Stanford Impac	249: Planning	No Program	60111: Training and Seminars	20,000	(2,946)	17,054	
3631: Stanford Impact Labs Fellowship							
3632: Workforce Care	401: Health Division	No Program	45063: State Grant Revenue - Sta	21,848	6,404	28,252	
3632: Workforce Care	401: Health Division	No Program	49999: Beginning Fund Balance	-	(6,404)	(6,404)	
reer Ladder Education Program Grant							
3633: HEAR US BH He	402: Behavioral Healt	No Program	45063: State Grant Revenue - Sta	404,949	7,072	412,021	
3633: HEAR US BH He	402: Behavioral Healt	No Program	49999: Beginning Fund Balance	-	(7,072)	(7,072)	
3633: HEAR US BH Health Equity Grant							
3634: English as a Sec	606: Library	No Program	45322: Library Grants - State	15,500	(15,500)	0	
3634: English as a Sec	606: Library	No Program	49999: Beginning Fund Balance	-	15,540	15,540	
3634: English as a Sec	606: Library	No Program	60153: Special Departmental Sup	10,000	40	10,040	
3634: English as a Second Language							
3635: Literacy Grant	606: Library	No Program	49999: Beginning Fund Balance	-	1,039	1,039	
3635: Literacy Grant	606: Library	No Program	60153: Special Departmental Sup	30,657	1,039	31,696	
3635: Literacy Grant							
3643: Oak Fire Hazard	350: Engineering	No Program	45063: State Grant Revenue - Sta	0	44,200	44,200	
3643: Oak Fire Hazard	350: Engineering	No Program	46052: General Revenue - Federa	0	141,440	141,440	
3643: Oak Fire Hazard	350: Engineering	No Program	60301: General Professional Serv	0	185,640	185,640	
3645: Local Assistanc	457: Environmental H	No Program	45063: State Grant Revenue - Sta	75,000	(75,000)	0	
3645: Local Assistanc	457: Environmental H	No Program	49999: Beginning Fund Balance	-	75,006	75,006	
3645: Local Assistanc	457: Environmental H	No Program	60508: Client - Community Educa	6,000	6	6,006	
3645: Local Assistance Grant - Environmental Health							
4701: ERP Debt Servic	102: Administration	No Program	49999: Beginning Fund Balance	-	2,750	2,750	
4701: ERP Debt Servic	102: Administration	No Program	60455: Interest Expense	8,250	2,750	11,000	
4701: ERP Debt Service							
4702: Tyler Technolog	102: Administration	No Program	49999: Beginning Fund Balance	-	26	26	
4702: Tyler Technolog	102: Administration	No Program	60455: Interest Expense	10,421	26	10,447	
4702: Tyler Technology Land Management Debt Service							
4750: Health Building	107: Auditor	No Program	49101: Transfer In - General	72,000	37,552	109,552	1001-100 to 4750-107 reversal 3435-402 to 4750-107 to cover final payment and close fund
4750: Health Building	107: Auditor	No Program	49999: Beginning Fund Balance	-	(109,552)	(109,552)	
4750: Health Building	107: Auditor	No Program	60453: Capital Lease Principle	65,102	(65,102)	0	
4750: Health Building	107: Auditor	No Program	60455: Interest Expense	6,898	(6,898)	0	
4750: Health Building							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
4753: Yosemite West	108: Treasurer/Tax C	No Program	49999: Beginning Fund Balance	432,078	75,952	508,030	
4753: Yosemite West	108: Treasurer/Tax C	No Program	60201: Miscellaneous Expense	446,747	75,952	522,699	
4753: Yosemite West Bond 2004							
4756: Don Pedro Bon	108: Treasurer/Tax C	No Program	49999: Beginning Fund Balance	55,487	2,753,483	2,808,970	
4756: Don Pedro Bon	108: Treasurer/Tax C	No Program	60201: Miscellaneous Expense	74,665	2,753,483	2,828,148	
4756: Don Pedro Bond 2006							
4771: Energy Project	102: Administration	No Program	49999: Beginning Fund Balance	0	5,131	5,131	
4771: Energy Project	102: Administration	No Program	60455: Interest Expense	27,368	5,131	32,499	
4771: Energy Project Debt							
5501: Capital Improve	350: Engineering	No Program	49999: Beginning Fund Balance	537,610	1,005,078	1,542,688	
5501: Capital Improve	350: Engineering	No Program	70111: Community and Office Bu	0	869,880	869,880	Probation phase 2
5501: Capital Improve	350: Engineering	No Program	70112: Improvements	294,236	135,198	429,434	
5501: Capital Improvement Fund							
5502: Courthouse Co	350: Engineering	No Program	49999: Beginning Fund Balance	401,445	(13,559)	387,886	
5502: Courthouse Co	350: Engineering	No Program	70111: Community and Office Bu	413,445	(13,559)	399,886	
5502: Courthouse Construction							
5503: MCCJF Constru	350: Engineering	No Program	49999: Beginning Fund Balance	122,620	4,767	127,387	
5503: MCCJF Constru	350: Engineering	No Program	70111: Community and Office Bu	126,620	4,767	131,387	
5503: MCCJF Construction							
5505: Capital Project	100: General Purpose	No Program	49999: Beginning Fund Balance	1,518,014	(45,304)	1,472,710	
5505: Capital Project	100: General Purpose	No Program	70111: Community and Office Bu	1,362,241	(45,304)	1,316,937	
5505: Capital Project Reserve Fund							
5507: PTMISEA Fund	307: Local Transporta	No Program	49999: Beginning Fund Balance	0	2,031	2,031	
5507: PTMISEA Fund	307: Local Transporta	No Program	80111: Transfer Out - General	-	2,031	2,031	5507-307 to 1001-304 to close fund
5507: PTMISEA Fund							
5511: STIP Fund	350: Engineering	No Program	49999: Beginning Fund Balance	(24,351)	(5,135)	(29,486)	
5511: STIP Fund	350: Engineering	No Program	70311: Roads and Bridges	1,091,649	(5,135)	1,086,514	
5511: STIP Fund							
5512: Caltrans Hwy B	350: Engineering	No Program	49999: Beginning Fund Balance	(757,060)	573,765	(183,295)	
5512: Caltrans Hwy B	350: Engineering	No Program	70311: Roads and Bridges	8,671,708	573,765	9,245,473	
5512: Caltrans Hwy Bridge Program							
5527: Mpsa Creek Prk	249: Planning	No Program	49999: Beginning Fund Balance	(20,039)	(190,123)	(210,162)	
5527: Mpsa Creek Prk	249: Planning	No Program	60301: General Professional Serv	212,087	(212,087)	0	
5527: Mpsa Creek Prk	249: Planning	No Program	70331: Other Infrastructure	-	21,964	21,964	
5527: Mpsa Creek Prkwy Restore							
5536: Downtown Rev	350: Engineering	No Program	49101: Transfer In - General	-	260,361	260,361	3318-304 to 5536-350 to cover lighting for Downtown Revitalization project
5536: Downtown Rev	350: Engineering	No Program	49999: Beginning Fund Balance	(2,528,255)	469,484	(2,058,771)	
5536: Downtown Rev	350: Engineering	No Program	70331: Other Infrastructure	3,808,092	729,845	4,537,937	
5536: Downtown Revitalization							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
5538: Energy Project	350: Engineering	No Program	49101: Transfer In - General	-	52,510	52,510	1001-350 to 5538-350 to cover final project costs
5538: Energy Project	350: Engineering	No Program	49999: Beginning Fund Balance	0	(52,510)	(52,510)	
5538: Energy Project CIP							
5539: Mariposa Creek	249: Planning	No Program	49999: Beginning Fund Balance	(160,200)	(84,083)	(244,283)	
5539: Mariposa Creek	249: Planning	No Program	70112: Improvements	307,780	(84,083)	223,697	
5539: Mariposa Creek Parkway Phase III Trailhead							
5540: Downtown Gat	249: Planning	No Program	49999: Beginning Fund Balance	(147,391)	(187,574)	(334,965)	
5540: Downtown Gat	249: Planning	No Program	70331: Other Infrastructure	524,293	(187,574)	336,719	
5540: Downtown Gateway Elements							
5541: Land Managem	249: Planning	No Program	49999: Beginning Fund Balance	205,911	(17,213)	188,698	
5541: Land Managem	249: Planning	No Program	70511: Software Fixed Assets	205,911	(17,213)	188,698	
5541: Land Management Development Services Permitting Software							
5542: Mariposa Creek	350: Engineering	No Program	49999: Beginning Fund Balance	-	(208,017)	(208,017)	
5542: Mariposa Creek	350: Engineering	No Program	60302: Design, Architectural, Eng	4,435,000	(4,435,000)	0	
5542: Mariposa Creek	350: Engineering	No Program	70331: Other Infrastructure	-	4,226,983	4,226,983	
5542: Mariposa Creek Parkway PWD							
5543: Safe Routes to	350: Engineering	No Program	49999: Beginning Fund Balance	-	(56,945)	(56,945)	
5543: Safe Routes to	350: Engineering	No Program	70331: Other Infrastructure	2,112,898	(56,945)	2,055,953	
5543: Safe Routes to School							
5576: Water Storage	350: Engineering	No Program	46063: FEMA Hazard Mitigation -	2,792,160	(1,092,580)	1,699,580	
5576: Water Storage	350: Engineering	No Program	49999: Beginning Fund Balance	(1,195,725)	1,029,575	(166,150)	
5576: Water Storage	350: Engineering	No Program	70321: Utility Infrastructure	2,035,785	(63,005)	1,972,780	
5576: Water Storage Tank - FEMA							
5577: Sheriff Headqu	350: Engineering	No Program	49999: Beginning Fund Balance	162,716	(41,774)	120,942	
5577: Sheriff Headqu	350: Engineering	No Program	70111: Community and Office Bu	162,716	(41,774)	120,942	
5577: Sheriff Headquarters							
5578: Coulterville Pro	350: Engineering	No Program	45063: State Grant Revenue - Sta	2,279,990	(128,483)	2,151,507	
5578: Coulterville Pro	350: Engineering	No Program	49999: Beginning Fund Balance	(137,604)	93,722	(43,882)	
5578: Coulterville Pro	350: Engineering	No Program	70321: Utility Infrastructure	2,142,386	(34,761)	2,107,625	
5578: Coulterville Proposition 1 Water System							
5579: Jail Administrat	350: Engineering	No Program	49101: Transfer In - General	-	36,500	36,500	3435-402 to 5579-350 to close fund
5579: Jail Administrat	350: Engineering	No Program	49999: Beginning Fund Balance	0	(36,500)	(36,500)	
5579: Jail Administrative Offices Expansion							
5581: Mariposa Creek	350: Engineering	No Program	49999: Beginning Fund Balance	-	4,230	4,230	
5581: Mariposa Creek	350: Engineering	No Program	70311: Roads and Bridges	455,773	4,230	460,003	
5581: Mariposa Creek Parkway Phase IV Infrastructure Improvement							
6600: Building Fund	236: Building	No Program	49999: Beginning Fund Balance	457,914	(99,595)	358,319	
6600: Building Fund	236: Building	No Program	51111: Regular salaries and wage	540,488	(98,371)	442,117	
6600: Building Fund	236: Building	No Program	80231: General Insurance	261,535	(1,224)	260,311	
6600: Building Fund							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
6601: Solid Waste Fu	404: Solid Waste	No Program	49999: Beginning Fund Balance	0	505,393	505,393	
6601: Solid Waste Fu	404: Solid Waste	No Program	60201: Miscellaneous Expense	300	455,393	455,693	
6601: Solid Waste Fu	404: Solid Waste	No Program	70211: General Equipment	43,662	50,000	93,662	Roll off bins
6601: Solid Waste Fund							
6602: Solid Waste Clo	404: Solid Waste	No Program	49999: Beginning Fund Balance	2,249,908	25,406	2,275,314	
6602: Solid Waste Clo	404: Solid Waste	No Program	60201: Miscellaneous Expense	2,539,041	25,406	2,564,447	
6602: Solid Waste Closure							
6606: Transit Fund	505: Transit	No Program	45502: Title IIIB Transportation -	60,000	28,000	88,000	
6606: Transit Fund	505: Transit	No Program	47391: Transit Fares	12,000	8,000	20,000	
6606: Transit Fund	505: Transit	No Program	47392: Medical Transportation F	1,000	5,000	6,000	
6606: Transit Fund	505: Transit	No Program	49101: Transfer In - General	541,091	250,000	791,091	1001-507 to 6606-505 3032-307 to 6606-505
6606: Transit Fund	505: Transit	No Program	49999: Beginning Fund Balance	54,523	(98,576)	(44,053)	
6606: Transit Fund	505: Transit	No Program	60421: Equipment Technology	0	11,000	11,000	
6606: Transit Fund	505: Transit	No Program	60431: Software	15,000	20,000	35,000	
6606: Transit Fund	505: Transit	No Program	70411: Staff Vehicles	100,000	161,424	261,424	
6606: Transit Fund							
6610: Airport	303: Airport Operatio	No Program	49999: Beginning Fund Balance	20,000	88,068	108,068	
6610: Airport	303: Airport Operatio	No Program	60301: General Professional Serv	26,043	88,068	114,111	
6610: Airport							
6612: Airport Rehabil	303: Airport Operatio	No Program	49999: Beginning Fund Balance	31,072	15,939	47,011	
6612: Airport Rehabil	303: Airport Operatio	No Program	60201: Miscellaneous Expense	40,539	15,939	56,478	
6612: Airport Rehabilitation							
6616: Plant Operation	408: Plant Operations	No Program	49162: Interdepartmental Servic	1,123,170	(106,283)	1,016,887	
6616: Plant Operation	408: Plant Operations	No Program	49999: Beginning Fund Balance	(205,720)	106,283	(99,437)	
6616: Plant Operations Fund							
6701: Solid Waste Eq	404: Solid Waste	No Program	49999: Beginning Fund Balance	244,264	60,476	304,740	
6701: Solid Waste Eq	404: Solid Waste	No Program	70211: General Equipment	269,264	60,476	329,740	
6701: Solid Waste Equipment Replacement							
7700: Fleet Maintena	170: Fleet	No Program	49999: Beginning Fund Balance	0	276,650	276,650	
7700: Fleet Maintena	170: Fleet	No Program	51111: Regular salaries and wage	447,366	2,500	449,866	
7700: Fleet Maintena	170: Fleet	No Program	60301: General Professional Serv	10,000	224,150	234,150	
7700: Fleet Maintena	170: Fleet	No Program	70211: General Equipment	70,000	50,000	120,000	scanner,doors,lift
7700: Fleet Maintenance							
7702: Fire Departmer	170: Fleet	No Program	49999: Beginning Fund Balance	2,534,656	(476,174)	2,058,482	
7702: Fire Departmer	170: Fleet	No Program	70412: Fire Vehicles	2,689,984	(476,174)	2,213,810	
7702: Fire Department Vehicle Replacement Fund							
7703: Vehicle Replace	170: Fleet	No Program	49999: Beginning Fund Balance	516,024	161,099	677,123	
7703: Vehicle Replace	170: Fleet	No Program	70411: Staff Vehicles	879,426	161,099	1,040,525	
7703: Vehicle Replacement Fund							

FUND	DEPARTMENT	PROGRAM	ACCOUNT	CURRENT FY25 BUDGET	PROPOSED ADJUSTMENT	PROPOSED ADJUSTED FY25 BUDGET	NOTES
7704: Heavy Equipme	300: Roads	No Program	49999: Beginning Fund Balance	1,485,619	(37,879)	1,447,740	
7704: Heavy Equipme	300: Roads	No Program	70421: Heavy Equipment Vehicle	2,093,619	(37,879)	2,055,740	
7704: Heavy Equipment Replacement Fund							

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Discussion and Direction Regarding the Lease of Real Property in the Town of Hornitos for Livestock Grazing Purposes

---

RECOMMENDATION AND JUSTIFICATION

Discussion and Direction Regarding the Lease of Real Property in the Town of Hornitos for Livestock Grazing Purposes.

The County of Mariposa owns approximately 153 acres of real property in the Hornitos area, Assessor's Parcel Number 011-190-011, that is useful for livestock grazing and has been confirmed by the Public Works Department as available for grazing without interfering with County structures or facilities. The County has leased the property for grazing through multi-year, annual, or, most recently, month-to-month grazing lease agreements since 2013.

Staff recommends establishing a five-year Grazing Lease Agreement by adopting and advertising an Intention to Lease Real Property, conducting a sealed bid process, and awarding to the highest bidder.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Grazing Lease Agreement with current lessor entered on September 10, 2013.

First amendment entered on February 25, 2020, for an additional year.

Second amendment entered on January 26, 2021, for an additional six months.

Third amendment entered on April 5, 2022, for an additional one year and six months.

Fourth amendment entered on January 21, 2023 for an additional year.

Fifth amendment entered on December 19, 2023 (Resolution 2023-377) on a month-to-month basis beginning January 1, 2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Alternatives include: taking no action and continuing the current month-by-month lease indefinitely; selling the property; or terminating the current grazing lease agreement without seeking a new lessor.

FINANCIAL IMPACT

Continuation of grazing lease revenue (approximately $13,000 - $15,000 for the next 5-year period) if an agreement is amended or replaced; unknown revenue if the property is sold; discontinuation of lease revenue if the current agreement is terminated and not replaced.

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-565

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Recognize Mariposa County Employees for their Years of Service

---

RECOMMENDATION AND JUSTIFICATION

Recognize Mariposa County Employees for their Years of Service.

BACKGROUND AND HISTORY OF BOARD ACTIONS

As part of the Board-approved County-wide Employee Recognition Program, known as the BRAVO! Awards Program, staff is presenting the Board with a list of current County employees who have reached five-year longevity milestones in 2024.

This list will also be placed on the County's website and in the local newspaper. The County applauds these employees for their dedication to Mariposa County and to serving the public.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and miss the chance to commend employees.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Employee Longevity 2024

VOTE RESULT

RESULT: **(UNANIMOUS)**
MOVER: None
SECONDER: None
AYES: None

Employee Recognition 2024

25 Years	
Anderson, Bruce	Public Works
Ziegenfuss, Mike	Public Works

20 Years	
Morrow, Courtney	Treasurer/Tax Collector
Sanches, Ronnie	Public Works
Williams, Linda	Adult Detention

15 Years	
Baker, Sheila	Health & Human Services
Coder, Carolyn	Health & Human Services
Dahlem, Steven	County Counsel
Garcia, Dawn	Health & Human Services
Krull, Amanda	Health & Human Services
Maya, Jonathan	Sheriff's Office
Smith, Wesley	Sheriff's Office
Woodward, Amy	Health & Human Services

10 Years	
Alexander, Elizabeth	Health & Human Services
Arre, Lydia	Health & Human Services
Baker, Jenny	Sheriff's Office
Bassett, Melissa	Treasurer/Tax Collector
Dowling, Lorena	Health & Human Services
Foraker, Mary	Assessor/Recorder
Gilmore, Amanda	Probation
Harrison, Nicholas	Sheriff's Office
Hunter, Susanne	Assessor/Recorder
Jaskowiak, Wendy	Health & Human Services
Keheley, Joshua	District Attorney
Meek, Sondra	Health & Human Services
Mount, Steven	Public Works
Nielsen, Monica	Agricultural Commissioner
Rodriguez, Jillian	Health & Human Services
Shelton, Carla	Probation
Spears, Mary	Health & Human Services
Wilson, Dumile	Health & Human Services

5 years	
Bello, Lisa	Health & Human Services
Briggs, Kevin	County Counsel
Bullis, Jesse	Health & Human Services
Casner, Kaitlyn	Planning
Cerveny, Samuel	Public Works
Collins, Caleb	Sheriff's Office
Collins, Denise	Health & Human Services
Cunningham, Kazzandra	Health & Human Services
Diaz, Randy	Health & Human Services
Fazio, Marty	Health & Human Services
Goger, David	Planning
Harrington, Jordan	Technical Services
Jardin, James	Health & Human Services
Jonson, Erica	Health & Human Services
Keheley, Kristina	Health & Human Services
Kehoe, Vincent	Assessor/Recorder
Kelly, Sarah	Health & Human Services
Kurtley, Pamela	Sheriff's Office
Landy, Jenna	County Clerk
Maruyama, Michael	Health & Human Services
McLaughlin, Tina	Health & Human Services
Munoz, Melissa	Child Support Services
Rodriguez, Amber	Sheriff's Office
Rouse, Matthew	Auditor
Rubalcava, Rene	Health & Human Services
Souza, Mary	Agricultural Commissioner
Sutherland, Charles	Sheriff's Office
Switzer, Jessica	Treasurer/Tax Collector
Tucker, William	Sheriff's Office
Valladolid, Candice	Health & Human Services
Vogel, Caleb	Adult Detention
Wall, Walter	District Attorney
Wallace, Brittany	Health & Human Services
Yearwood, Jaimie	Probation

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-566

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Adopt Amended Signature Authority Policy

RECOMMENDATION AND JUSTIFICATION

Approve Amended Signature Authority Policy

In 2022, the Board approved its first signature authority policy to address issues with current processes and have a written policy on who can sign what and when.

The Signature Authority Policy requires updating to include amended language regarding Software for Service Requirements, new language giving the County Administrative Officer the authority to sign a Temporary Liquor License for events being hosted on county property, and authority for sellers' permits needed for the Airport.

These additions add clarity and give needed authority for Airport operations and community events such as the "Arts, Wine, and Wheels" and "Coyote Festival," etc., which are held on county property but have alcohol served on the premises.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 2022-116 - Approved the original signature authority policy

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. All sellers' permits and ABC licenses will need to be approved by the Board, and new requirements will not be properly reflected.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Signature Authority Policy Word Doc.**
2. **Resolution_2022-116**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District II Supervisor Shannon Poe

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

Mariposa County
Signature Authority Policy

1.0 PURPOSE

The purpose of this policy is to clarify signature authorities for the County of Mariposa ("the County").

2.0 POLICY INTENT

It is the intent of the Board of Supervisors ("the Board") that its Agencies conduct their contracting and soliciting processes pursuant to the contracting authorities established by state law, the Mariposa County Code, Board resolution, or express action of the Board.

This signature authority policy is intended to supplement the existing purchasing policy as found in Chapter 3.08 of the Mariposa County Code, and not to contradict or in any way contravene it. Chapter 3.08 shall control over this policy in any instances where a conflict may arise. Similarly, this policy is intended to control over other policies, job descriptions, etc. where a conflict may arise.

3.0 POLICY LIMITATIONS

This policy is not applicable to contracting performed under the provisions of Mariposa County Code Chapter 3.08 which establishes maximum limits by which the purchasing agent (the County Administrative Officer) and the assistant purchasing agents (each department head) may, without an explicit Board action, purchase materials, supplies, furnishings, equipment, livestock and other personal property, and contractual services.

This policy also does not apply to those signatures or approvals required for internal County processes (e.g., time sheets, employee change of status forms, purchase requisitions, etc.).

4.0 DEFINITIONS

4.1 AGENCY/AGENCIES:

Any of the departments, offices, or other organizational units of the County, and any special districts whose affairs and funds are under the supervision and

control of the Board and/or for which the Board is the governing body.

4.2 AGENCY HEAD:
Any department head, whether elected or appointed.

4.3 CONTRACT:
Any agreement, memorandum of understanding, grant application, or other written instrument which establishes a partnership with the County, creates mutual obligations, binds, or otherwise obligates the County.

4.4 CONTRACTING AUTHORITY:
The administrative entity or Agency Head empowered to legally encumber the County through a Contract.

4.5 SCOPE OF WORK:
The statement set out in the Contract specifying and describing the service(s) to be performed, or product(s) to be provided.

5.0 POLICY

5.1 AUTHORITY OF THE BOARD
The Board is the only body that has authority to enter into Contracts and issue solicitations on behalf of the County. Agencies are not separate legal entities and, therefore, do not have contracting powers unless an Agency Head has been granted contracting/signature authority by ordinance, Board resolution, or other Board action.

The contracting entity remains the County and Contracts should identify the County as the contracting party in those instances where the Board has authorized an Agency Head to execute a Contract.

5.2 BOARD CONTRACTS
Unless specifically delegated by ordinance, Board resolution, or other Board action, Agencies are required to bring all Contracts to the Board for: (1) approval and signature; (2) termination; or (3) amendment to either the term, scope of work/product(s) being procured, or change in the County's financial obligation.

5.2.1 limited Exceptions

5.2.1.1 Emergencies

If an Agency has an emergency need and does not have sufficient time to obtain Board approval, the County Administrative Officer ("CAO") is hereby delegated and empowered with the authority to execute, terminate, or amend a Contract, subject to County Counsel's approval as to legal form.

For such emergency Contracts, the CAO shall provide an informational item on the next available Board agenda to report the particulars of the emergency Contract, as well as the basis for finding the emergency.

5.2.1.2 No-Cost Contracts

All intra-Agency no-cost Contracts and any amendments thereto, may be approved by the CAO, following approval by County Counsel as to legal form. However, if the no-cost Contract or any amendment thereto expressly requires the signature of the Board of Supervisors, the no-cost agreement shall be presented to the Board for review and approval following approval by County Counsel as to legal form.

The Clerk of the Board ~~CAO~~ shall provide an informational item on the next available Board of Supervisors agenda to report the particulars of any No-Cost Agreement executed under this provision

5.2.1.3 Code Compliance Agreements

Agency Heads are authorized to sign agreements with property owners which are needed for code compliance purposes, regardless of the term of the agreement or its provisions, subject to approval by County Counsel as to legal form.

5.2.1.4 Software as a Service or Other Subscriptions or Licenses

Agreements for Software as a Service (Saas) or other subscriptions or licenses in an amount consistent with purchasing code thresholds, regardless of term length, ~~may~~ must be signed by the CAO, following approval by County Counsel as to legal form as well as the Technical Services

Manager. The Clerk of the Board's Office will require a copy of the approval from Tech Services prior to the agreement being routed.~~.~~

The Clerk of the Board~~AO~~ shall provide an informational item on the next available Board of Supervisors agenda to report the particulars of any such agreement entered into under this authority.

5.2.1.5 Grant Applications

Agency Heads are authorized to submit grant applications provided that:

- The grant would require no more than a $60,000 match;
- Additional personnel will not be required to implement the grant, if awarded; and
- The grant application does not require a resolution.

Applications requiring matching funds above the $60,000 threshold or under that threshold but for which there are no budgeted funds, grants that would fund or require additional personnel, or grant applications requiring a resolution shall be submitted to the Board for approval prior to submission. This submission authority lies strictly with the Agency Head and may not be delegated to subordinates.

Regardless of the amount of the grant, the Board remains the only authority that can accept grants or awarded funds. Agency Heads facilitate the acceptance process by preparing and submitting the appropriate agenda item for consideration during a meeting of the Board.

5.2.1.6 Board Unavailability

If an Agency needs to extend the term of a Contract during a time that the Board is not available, the CAO is authorized to extend the term only for the minimum amount of time necessary until further Board approval can be obtained, following approval by County Counsel as to legal form.
If the CAO executes a Contract extension under this provision, the Agency shall bring the subject Contract to the next available Board meeting for action.

The Clerk of the Board shall accommodate, on the first available Board agenda, the addition of any Board items required under Section 5.2.1 of this policy if received timely enough to allow for compliance with mandated noticing requirements.

5.3 DELEGATED AUTHORITY TO AGENCY HEADS

An Agency Head may seek signature authority from the Board as part of a requested Board action. However, the Agency Head must first demonstrate why such a delegation is necessary and in the best interest of the County.

Only the Board may delegate signature authority. Contracting authority delegated by the Board to an Agency Head rest with the Agency Head and may not be transferred to other staff or otherwise re-delegated. Anyone signing Contracts without such authority may incur personal liability, and/or may be subject to discipline.

Additionally, Agencies should be aware that delegations of authority expire upon Contract execution, and further Board action is required to renew, extend, amend, or modify Contracts beyond the original delegation.

5.3.1 Sellers Permit

The County Administrative Officer (CAO) serves as the signature authority for obtaining Seller's Permits from the California Department of Tax and Fee Administration (CDTFA) to ensure centralized oversight and compliance for county business operations involving the sale of tangible goods or fuel. This authority streamlines processes across departments, ensuring proper management of permits for activities such as fuel sales at the airport, the sale of recycled materials at solid waste facilities, and concessions by Parks and Recreation.

Additionally, the CAO will have the authority to grant and remove access to CDTFA accounts for county personnel responsible for preparing returns and filing reports on behalf of the county. As the county administrative officer, the CAO's designation provides accountability, legal compliance, and coordination across departments, ensuring efficient and lawful operation of county services.

5.3.2 Alcohol and Beverage Control (ABC) Temporary License for Events on County Property

The County Administrative Officer (CAO) serves as the signature authority for temporary liquor licenses that are requested for events held on County property. The CAO along with County Counsel/Risk Management will have the authority to deny the request.

6.0 APPLICABLE LEGAL AUTHORITIES

Applicable legal authorities for this policy include, but are not limited to, the following:

California Government Code Sections 23004, 23005, 31000;

California Uniform Public Construction Cost Accounting Act; and

California Public Contract Code Sections 20101, 20122, 220323

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2022-116

MEETING: February 15, 2022

TO: The Board of Supervisors

MINUTE ORDER ATTACHED

FROM: Rene LaRoche, Clerk of the Board

RE: Signature Authority Policy

RECOMMENDATION AND JUSTIFICATION:

Approve a Signature Authority Policy.

Under State law, "a county may exercise its powers only through the board of supervisors or through agents and officers acting under authority of the board or authority conferred by law." (Government Code Section 23005.) While Mariposa County does have a purchasing policy that authorizes Department Heads or the County Administrative Officer to sign agreements for certain purchases under defined dollar amounts, that policy holds no provisions for time sensitive or emergency agreements, nor does it apply to other types of documents such as grant applications or intradepartmental memoranda of understanding. The lack of a written policy for those outlier documents has introduced confusion as to who may sign what, and how such agreements must be processed. Consequently, the attached Signature Authority Policy (which is modeled after similar policies from other jurisdictions including Santa Clara County and the City of Buena Ventura) is being proposed as a means to address these gray areas, increase operational efficiency, and ensure consistency among departments and types of actions.

While the proposed policy speaks to emergencies, no-cost MOUs, grant applications, and code compliance agreements (between property owners and the County), it also addresses Software as a Service (SaaS) which is, basically, licensed software. In the past, before the implementation of the SaaS model, software licenses were a one-time purchase which department heads could easily authorize. However, as software has transitioned to "the Cloud," the licensing has become an annual subscription. Because such subscriptions automatically renew each year, current policies require them to be treated as multi-year purchasing agreements that must come before the board for approval. Approval of this policy would authorize the County Administrative Officer to sign agreements for automatically renewing SaaS products in an amount up to $10,000 per year which allows them to be treated like invoiced purchases rather than multi-year agreements requiring Board approval.

Finally, it should be noted that this policy has been vetted by the offices of CAO, County Counsel, and Clerk of the Board to ensure compatibility with existing policies and practices. It may be that additional authorities can be added in the future as technologies and laws change.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

While the Board last amended the Mariposa County Purchasing Code (Mariposa County Code Chapter 3.08) on May 23, 2017, it has never before considered a signature authority policy.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

A negative action will mean no change to current authorities or processes.

ATTACHMENTS:
Signature Authority Policy (PDF)

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

COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

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

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO:	RENÉ LaROCHE/Clerk of the Board
FROM:	TRACY GAUTHIER/ Deputy Clerk of the Board II
SUBJECT:	Approve a Signature Authority Policy
RESOLUTION:	2022-116

The following action was taken by the Mariposa County Board of Supervisors on **February 15, 2022:**

4. **Clerk of the Board of Supervisors RES-2022-116**

Approve a Signature Authority Policy

René LaRoche/Clerk of the Board gave the staff report. Discussion ensued and a change was requested. No public comment.

AMENDMENT: ***Change the ceiling amounts of provision 5.2.14, regarding Software as a Service agreements, to match the limits of the purchasing code. In provision 5.2.1.5 Grant application, strike everything after $60,000 match in the first bullet point.***

RESULT:ADOPTED AS AMENDED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Mariposa County
Signature Authority Policy

1.0 PURPOSE

The purpose of this policy is to clarify signature authorities for the County of Mariposa ("the County").

2.0 POLICY INTENT

It is the intent of the Board of Supervisors ("the Board") that its Agencies conduct their contracting and soliciting processes pursuant to the contracting authorities established by state law, the Mariposa County Code, Board resolution, or express action of the Board.

This signature authority policy is intended to supplement the existing purchasing policy as found in Chapter 3.08 of the Mariposa County Code, and not to contradict or in any way contravene it. Chapter 3.08 shall control over this policy in any instances where a conflict may arise. Similarly, this policy is intended to control over other policies, job descriptions, etc. where a conflict may arise.

3.0 POLICY LIMITATIONS

This policy is not applicable to contracting performed under the provisions of Mariposa County Code Chapter 3.08 which establishes maximum limits by which the purchasing agent (the County Administrative Officer) and the assistant purchasing agents (each department head) may, without an explicit Board action, purchase materials, supplies, furnishings, equipment, livestock and other personal property, and contractual services.

This policy also does not apply to those signatures or approvals required for internal County processes (e.g., time sheets, employee change of status forms, purchase requisitions, etc.).

4.0 DEFINITIONS

4.1 AGENCY/AGENCIES:
Any of the departments, offices, or other organizational units of the County, and any special districts whose affairs and funds are under the supervision and control of the Board and/or for which the Board is the governing body.

4.2 AGENCY HEAD:
Any department head, whether elected or appointed.

4.3 CONTRACT:
Any agreement, memorandum of understanding, grant application, or other written instrument which establishes a partnership with the County, creates mutual obligations, binds, or otherwise obligates the County.

4.4 CONTRACTING AUTHORITY:
The administrative entity or Agency Head empowered to legally encumber the County through a Contract.

4.5 SCOPE OF WORK:
The statement set out in the Contract specifying and describing the service(s) to be performed, or product(s) to be provided.

5.0 POLICY

5.1 AUTHORITY OF THE BOARD

The Board is the only body that has authority to enter into Contracts and issue solicitations on behalf of the County. Agencies are not separate legal entities and, therefore, do not have contracting powers unless an Agency Head has been granted contracting/signature authority by ordinance, Board resolution, or other Board action.

The contracting entity remains the County and Contracts should identify the County as the contracting party in those instances where the Board has authorized an Agency Head to execute a Contract.

5.2 BOARD CONTRACTS

Unless specifically delegated by ordinance, Board resolution, or other Board action, Agencies are required to bring all Contracts to the Board for: (1) approval and signature; (2) termination; or (3) amendment to either the term, scope of work/product(s) being procured, or change in the County's financial obligation.

5.2.1 Limited Exceptions

5.2.1.1 Emergencies

If an Agency has an emergency need and does not have sufficient time to obtain Board approval, the County Administrative Officer ("CAO") is hereby delegated and empowered with the authority to execute, terminate, or amend a Contract, subject to County Counsel's approval as to legal form.

For such emergency Contracts, the CAO shall provide an informational item on the next available Board agenda to report the particulars of the emergency Contract, as well as the basis for finding the emergency.

5.2.1.2 No-Cost Contracts

All intra-Agency no-cost Contracts and any amendments thereto, may be approved by the CAO, following approval by County Counsel as to legal form. However, if the no-cost Contract or any amendment thereto expressly requires the signature of the Board of Supervisors, the no-cost agreement shall be presented to the Board for review and approval following approval by County Counsel as to legal form.

The CAO shall provide an informational item on the next available Board of Supervisors agenda to report the particulars of any No-Cost Agreement executed under this provision.

5.2.1.3 Code Compliance Agreements

Agency Heads are authorized to sign agreements with property owners which are needed for code compliance purposes, regardless of the term of the agreement or its provisions, subject to approval by County Counsel as to legal form.

5.2.1.4 Software as a Service or Other Subscriptions or Licenses

Agreements for Software as a Service (SaaS) or other subscriptions or licenses in an amount consistent with purchasing code thresholds, regardless of term length, may be signed by the CAO, following approval by County Counsel as to legal form.

The CAO shall provide an informational item on the next available Board of Supervisors agenda to report the particulars of any such agreement entered into under this authority.

5.2.1.5 Grant Applications

Agency Heads are authorized to submit grant applications provided that:

- The grant would require no more than a $60,000 match;
- Additional personnel will not be required to implement the grant, if awarded; and
- The grant application does not require a resolution.

Applications requiring matching funds above the $60,000 threshold or under that threshold but for which there are no budgeted funds, grants that would fund or require additional personnel, or grant applications requiring a resolution shall be submitted to the Board for approval prior to submission. This submission authority lies strictly with the Agency Head and may not be delegated to subordinates.

Regardless of the amount of the grant, the Board remains the only authority that can accept grants or awarded funds. Agency Heads facilitate the acceptance process by preparing and submitting the appropriate agenda item for consideration during a meeting of the Board.

5.2.1.6 Board Unavailability

If an Agency needs to extend the term of a Contract during a time that the Board is not available, the CAO is authorized to extend the term only for the minimum amount of time necessary until further Board approval can be obtained, following approval by County Counsel as to legal form.

If the CAO executes a Contract extension under this provision, the

Agency shall bring the subject Contract to the next available Board meeting for action.

The Clerk of the Board shall accommodate, on the first available Board agenda, the addition of any Board items required under Section 5.2.1 of this policy if received timely enough to allow for compliance with mandated noticing requirements.

5.3 DELEGATED AUTHORITY TO AGENCY HEADS

An Agency Head may seek signature authority from the Board as part of a requested Board action. However, the Agency Head must first demonstrate why such a delegation is necessary and in the best interest of the County.

Only the Board may delegate signature authority. Contracting authority delegated by the Board to an Agency Head rests with the Agency Head and may not be transferred to other staff or otherwise re-delegated. Anyone signing Contracts without such authority may incur personal liability, and/or may be subject to discipline.

Additionally, Agencies should be aware that delegations of authority expire upon Contract execution, and further Board action is required to renew, extend, amend, or modify Contracts beyond the original delegation.

6.0 APPLICABLE LEGAL AUTHORITIES

Applicable legal authorities for this policy include, but are not limited to, the following:

California Government Code Sections 23004, 23005, 31000;

California Uniform Public Construction Cost Accounting Act; and

California Public Contract Code Sections 20101, 20122, 22032.

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: **CLOSED SESSION:** Conference with Labor Negotiator: Shelline Bennett: Employee Organization Deputy Sheriff's Association (DSA) and Sheriff's Management Association (SMA)

RECOMMENDATION AND JUSTIFICATION

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization: Deputy Sheriff's Association and Sheriff's Management Association

Name of County Designated Representative: Shelline Bennett
Title(s) of unrepresented individuals with whom negotiations are being conducted: NONE.

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

Not Applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: **CLOSED SESSION:** Public Employee Performance Evaluation: Position of Employee Under Review: Building Director

---

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Public Employee Performance Evaluation: Position of Employee Under Review: Building Director.

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[X] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: Building Director (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of law enforcement agency involved:
Title of officer of law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

Not Applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: December 17, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: **CONTINUED from December 10th, 2024, to December 17th, 2024, at 2:00 PM or soon thereafter.**

Discussion and Possible Direction Regarding the Lease Agreement Between Mariposa County SPCA and Mariposa County and Whether the Board Wishes to Explore Strategies to Develop Greater Cooperation Between the Parties That Increase Transparency Regarding the County and Non-Profit Partners' Efforts to Promote Animal Welfare in Mariposa County (Supervisors Smallcombe and Toso)

RECOMMENDATION AND JUSTIFICATION

CONTINUED from December 10th, 2024, to December 17th, 2024, at 2:00 PM or soon thereafter.

Discussion and Possible Direction Regarding the Lease Agreement Between Mariposa County SPCA and Mariposa County and Whether the Board Wishes to Explore Strategies to Develop Greater Cooperation Between the Parties That Increase Transparency Regarding the County and Non-Profit Partners' Efforts to Promote Animal Welfare in Mariposa County (Supervisors Smallcombe and Toso).

On July 3, 1979, the County of Mariposa and the Society for the Prevention of Cruelty to Animals (SPCA) of Mariposa signed an agreement under which the County agreed to lease land to the SPCA in return for certain public benefits. The agreement acknowledged the "substantial role of the Society for the Prevention of Cruelty to Animals of Mariposa, California, in the planning, fund raising, and development of an S.P.C.A. program in the County of Mariposa and the S.P.C.A.' s contribution to community education in the care and treatment of animals through its staffing, operation, and maintenance of the S.P.C.A.' s program and office".

The question before the Board is whether the SPCA is providing these public benefits as described in the agreement or whether revisions to the agreement may be appropriate. The lease involves 3.13 acres of land located at the Mariposa County Solid Waste Site on Highway 49 North. The term of the agreement is 50 years and the rent amount is $1 per year. In return for use of the land and other services, the SPCA agreed to restrict its use of the premises:

1. To develop and construct a building and related facilities to be used for the conduct of the SPCA's 'animal humane program'
2. To develop and operate a non-profit animal shelter and to conduct all necessary activities related to operation of the shelter
3. To conduct a nonprofit countywide animal adoption agency

4. To conduct a countywide humane public information program for the humane care and treatment of animals
5. To conduct a countywide neutering program for cats and dogs
6. To conduct such activities and programs necessarily related to countywide humane activities consistent with the SPCA's Articles of Incorporation

In addition to the land, the County agreed to accept solid waste from the SPCA at no charge. While this provision of the modified agreement remained in effect for some time, the SPCA has since contracted with Recology for solid waste disposal services. The County is providing water service to the SPCA free of charge and has been doing so presumably since installation of the lines and other equipment necessary to transport water from the solid waste facility to the SPCA as envisioned in a 1980 modification to the 1979 agreement.

It is worth noting that the County does derive benefit from the presence of the thrift store operated by the SPCA at the site. Public Works notes that items such as furniture, clothing and table ware are donated to the SPCA instead of taking up space in the landfill.

Members of the Mariposa community have raised questions about operation of the SPCA intermittently over the last several years, particularly in connection with the lease agreement. More recently, there have been concerns about levels of cooperation between the County's Animal Control organization (ACO) and the SPCA. Since the benefit the SPCA derives from the use of the land and other services are intended to be balanced by the public benefits identified above, it is appropriate that the Board evaluate whether the public's interests are served by this agreement as it is currently implemented or whether some changes may better serve the interests of all parties, and particularly those of the public who are concerned about animal welfare.

To support animal welfare in Mariposa County, ACO's efforts have expanded beyond a traditional animal control model. The ACO has developed partnerships with organizations other than the SPCA and ACO staff have assumed responsibilities for animal welfare, including adoptions and fostering efforts. During the first nine months of 2024, ACO staff transferred 108 dogs and 54 cats to rescue organizations; only two dogs and one cat were transferred to the Mariposa SPCA. These placements occurred as a result of ACO staff outreach to local people as well as organizations in other counties. Such placements often involve staff driving to rescue organizations located in Sonora and the Bay Area. In addition, ACO has worked with Mariposa's Catnip Society to offer monthly Spay and Neuter clinics to residents since before 2011.

If the Board concludes the SPCA may not be providing sufficient transparency and public benefits to warrant continuation of the lease as it is currently being implemented, under the terms of the agreement, the County must notify the SPCA before the end of December 2024. The County and the SPCA, in conjunction with the non-profits and individuals working in this area, would then have until December 31, 2025 to develop a plan to ensure the public's interests are being served and that could then allow the parties to operate under a modified version of the existing lease agreement.

Questions the Board may wish to consider:
1. Is more collaboration between ACO and the SPCA possible and, if so, how might that be facilitated?
2. Are efforts to care for and find homes for stray dogs and cats as well coordinated as they might be? Mariposa Animal Control is euthanizing a substantial number of dogs and cats each year. Earlier this

year, members of ACO staff were advised not to contact the SPCA for assistance in housing or finding homes for those animals.
3. A specific question is whether the SPCA should increase its coordination with the Sheriff's Office to assist in placing animals in foster or permanent homes.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previous agreements with the SPCA.
1980-106 SPCA Lease Agreements
1993-458 Waive all currently due and future disposal

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to discuss an important topic affecting Mariposa County.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

1. **S.P.C.A Lease - July 3rd, 1979**
2. **Agreement No.3189 - SPCA July 9, 1980**
3. **Resolution_1980-106**
4. **Resolution_1993-458**
5. **Mariposa County Animal Control Transfers to Rescue Organizations**
6. **Public Comment 12-17**
7. **Dubois Public Comment SPCA 12-17-24**

S.P.C.A. GROUND LEASE

The County of Mariposa, recognizing the substantial role of the Society for the Prevention of Cruelty to Animals of Mariposa, California, in the planning, fund raising, and development of an S.P.C.A. program in the County of Mariposa and the S.P.C.A.'s contribution to community education in the care and treatment of animals through its staffing, operation, and maintenance of the S.P.C.A.'s program and office; and

Desiring to assure the long-range benefits to be mutually enjoyed by a continuance of the relationship which now exists between the County of Mariposa and the Society for the Prevention of Cruelty to Animals in the operation of its program, the County of Mariposa and the Society for the Prevention of Cruelty to Animals enter into this ground lease, the terms of which are:

For the purposes of brevity and clarity, the County of Mariposa will hereafter be referred to as "COUNTY" and the Society for the Prevention of Cruelty to Animals will be referred to as "SOCIETY".

PREMISES

That particular parcel of land consisting of 3.13 acres at the Mariposa County Solid Waste Site on Highway 49 North more particularly described in Exhibit "A" attached hereto and made a part hereof as though set out in full.

TERM OF LEASE

The term of this lease shall be for fifty (50) years commencing upon the date of execution of this instrument.

///

///

OCCUPANCY AND USE

The use and occupancy for which the premises are to be used by SOCIETY shall be restricted to the following:

1. To develop and construct a building and related facilities to be used as SOCIETY'S headquarters for the conduct of SOCIETY'S animal humane program in the County of Mariposa.

2. To develop and operate a non-profit animal shelter and to conduct all necessary activities related to the conduct of said animal shelter.

3. To conduct a non-profit countywide animal adoption agency.

4. To conduct a countywide humane public information program for the humane care and treatment of animals.

5. To conduct a countywide neutering program for cats and dogs.

6. To conduct such activities and programs necessarily related to standard countywide humane SOCIETY activities in keeping with SOCIETY'S Articles of Incorporation.

SOCIETY agrees to use the premises designated for its occupancy exclusively for the operation of a countywide humane society and supporting activities.

RESPONSIBILITIES

SOCIETY shall have the responsibility to develop at its cost and expense all improvements to be constructed and maintained on said demised premises at no cost to COUNTY. SOCIETY shall be responsible for all utilities including water, sewer, electrical, and telephone service and landscaping.

///

RENT

The total rent for the lease period shall be Fifty Dollars ($50). SOCIETY agrees to pay said rent in annual installments of One Dollar ($1) on or before January 1 of each year during the term of this lease.

ASSIGNMENT OR SUBLETTING

SOCIETY shall not assign this lease, or any interest therein, and shall not sublet any portion of the property which is the subject of this lease without the written consent of COUNTY first had and obtained.

CONSTRUCTION AND OPERATION OF HUMANE SOCIETY FACILITIES

SOCIETY agrees to commence construction on its proposed facility within 6 months from completion of grading and, upon occupancy of said facilities, to have said facilities open to the public at least four hours per day for 260 days during each calendar year within the term of this lease.

INSURANCE

Liability Insurance: SOCIETY covenants and agrees to take out and keep in force during the term of this lease public liability insurance to protect against any liability to the public incident to the use of or resulting from any accident occurring in or about the portions of the premises which are the subject of this lease, the extent of liability under such insurance to be not less than $100,000 for any one person injured, or $300,000 for any one accident, or $25,000 for property damage. COUNTY shall be named as an additional insured on said policy of insurance.

///

Extended Coverage Fire Insurance: SOCIETY covenants and agrees to take out and keep in force during the term of this lease extended coverage fire insurance upon all insurable property other than artifacts which it constructs or places on the premises.

BREACH AND TERMINATION

In the event SOCIETY breaches this agreement in any material respect, COUNTY may terminate this lease by serving written notice upon SOCIETY of its intention to terminate this lease at the end of the succeeding calendar year if SOCIETY, during the intervening period (December 31st of the year following the year in which the breach occurred), does not fully correct its breach and mend its obligation hereunder.

REMOVAL OF PROPERTY UPON TERMINATION

Upon expiration of this lease or upon termination at any earlier date, COUNTY agrees to allow SOCIETY sixty days within which to remove all personal property. The ownership of improvements including buildings constructed on said demised premises shall revert to COUNTY, unless removed by Society within sixty days, upon expiration or termination of this lease.

ENTIRE AGREEMENT

This lease contains the entire agreement of the parties with respect to the matters covered by this lease and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this lease shall be binding or valid.

PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this lease is held by a court of competent jurisdiction to be invalid

void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals as of the day and year hereinbelow written.

DATE: July 3, 1979

APPROVED AS TO FORM:

NEIL B. VAN WINKLE
COUNTY COUNSEL

DATE: _____

LESSOR: COUNTY OF MARIPOSA

BY _____
EUGENE P. DALTON, JR., CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

JOAN J. LYNK
CLERK OF THE BOARD

LESSEE: SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS

BY _____
PRESIDENT

BY _____
SECRETARY

EXHIBIT "A"

All that certain property situated in projected Section 9, T5S R18E, MD B & M Rancho Las Mariposas, County of Mariposa, Mariposa, California described as follows:

Commencing at the point of intersection of the West line of Mariposa County Dump site and State Highway 49 Right of Way as shown on Record of Survey Map No. 1488, recorded April 12, 1966 in Mariposa County official records, Mariposa, California. Said point being the point of beginning of this description, thence Northerly along said State Highway 49 Right of Way through a curve to the left with a radius of 960.00, a tangent that bears N 88°50'41" E through a central angle of 27°17'41", 457.33 feet; thence N 62°11'46" E, 171.96 feet; thence N 51°31' 19" E, 34.66 feet thence leaving State Highway 49 Right of Way S 3°15'16" W, 230.08 feet; thence S 67°58'40" W, 258.8 feet; thence S 74°38'28"W, 562.66 feet to the Point of beginning, said point being the terminal point of this description containing 3.13 acres more or less.

No. 3189

RECORDED AT THE REQUEST OF Board of Supervisors
July 9 1980 AT 9 O'CLOCK A.M. IN
VOL. 214 OF OFFICIAL RECORDS. PAGE 232
MARIPOSA COUNTY RECORDS.
Barbara P. Sayre RECORDER FEE $ N.C.
Deanna Dibapoli, Deputy
PHOTOGRAPHED AND INDEXED

A G R E E M E N T

The County of Mariposa, hereinafter referred to as "COUNTY", and the Society for the Prevention of Cruelty to Animals of Mariposa County hereinafter referred to as "S.P.C.A." do hereby covenant and agree as follows:

COVENANTS

1. COUNTY agrees to provide for the use and benefit of S.P.C.A. a place within the present dump site on the Mariposa Garbage Tract near State Highway 49 in the County of Mariposa, as described more fully in EXHIBIT I attached hereto, for the deposit of sewage effluent arising from the use of nearby premises, described in EXHIBIT B of that certain lease dated July 3, 1979 between the parties hereto, as an animal shelter facility.

2. S.P.C.A. agrees to establish sewer lines, water lines, pumps, power, and other necessary structures and conduits for use in transporting sewage effluent from the proposed animal shelter facility to the specified location within the County dump site at no cost to COUNTY.

3. COUNTY agrees to permit on its premises, sewer lines and water lines necessary for the transportation of sewage effluent and water for the proposed animal shelter of S.P.C.A., subject to the terms and conditions set forth herein.

4. COUNTY agrees to provide for the use of S.P.C.A. for the proposed animal shelter, water from existing sources on COUNTY premises near or adjacent thereto, to the extent it is available and potable; provided, however, that S.P.C.A. shall provide all necessary waterlines, pumps, power, and other

structures and conduits for use in transporting water for the use of the animal shelter, subject to the terms set forth herein.

TERMS AND CONDITIONS

This agreement shall be subject to the following terms and conditions:

1. This Agreement shall be in effect for a period of ten (10) years from the date of execution unless terminated as provided herein;

2. For the period of five (5) years from the date of execution of this Agreement any sale or lease of premises of COUNTY subject to the terms of this Agreement, or any portion thereof essential to the performance of this Agreement, shall be subject to the uses and obligations provided herein.

3. After the period of five (5) years has elapsed from the date of execution of this Agreement, this Agreement may be terminated upon 90 days written notice in advance by COUNTY to S.P.C.A. of its intention to sell or lease property subject to this Agreement, or otherwise use the property in a manner inconsistent with the uses provided herein;

4. No pipeline, structure or conduit shall be constructed by S.P.C.A. under this agreement which shall interfere with or obstruct existing easements, rights-of-way, and access roads on premises covered by this agreement;

5. The location, construction and installation of each and every conduit, pipeline, pump, structure, and the location of the site for deposit of sewage effluent within the County dump site, shall be subject to and contingent upon the permit

and approval of the Mariposa County Health Department and the approval of the Solid Waste Manager for COUNTY, and shall be subject to review from time to time for compliance with COUNTY and State standards and regulations;

6. All State and COUNTY standards and regulations shall be complied with at all times during the period of this Agreement and failure to comply therewith by either party shall render the Agreement subject to immediate termination by the other party.

7. This Agreement is contingent upon the issuance and continued existence of a valid use permit for the animal shelter by the Mariposa County Planning Commission to S.P.C.A.

MODIFICATION OF LEASE

It is agreed by and between the parties to this Agreement that this Agreement shall be a modification of the terms and conditions of that certain lease between the parties entitled "S.P.C.A. GROUND LEASE" and dated July 3, 1979, for the period covered by this Agreement only. All provisions of said lease applicable herein are incorporated herein by reference, and all consideration therefore is applicable hereto in addition to the mutual covenants and conditions contained herein. This Agreement is contingent upon the existence and validity of said lease.

IN WITNESS THEREOF, the parties have hereto set their hands as set forth below on this 17th day of June, 1980.

COUNTY OF MARIPOSA

BY: Eric J. Erickson
ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:

JOAN J. LYNK,
Clerk of the Board

SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF MARIPOSA COUNTY

BY: _____
President

_____
Treasurer

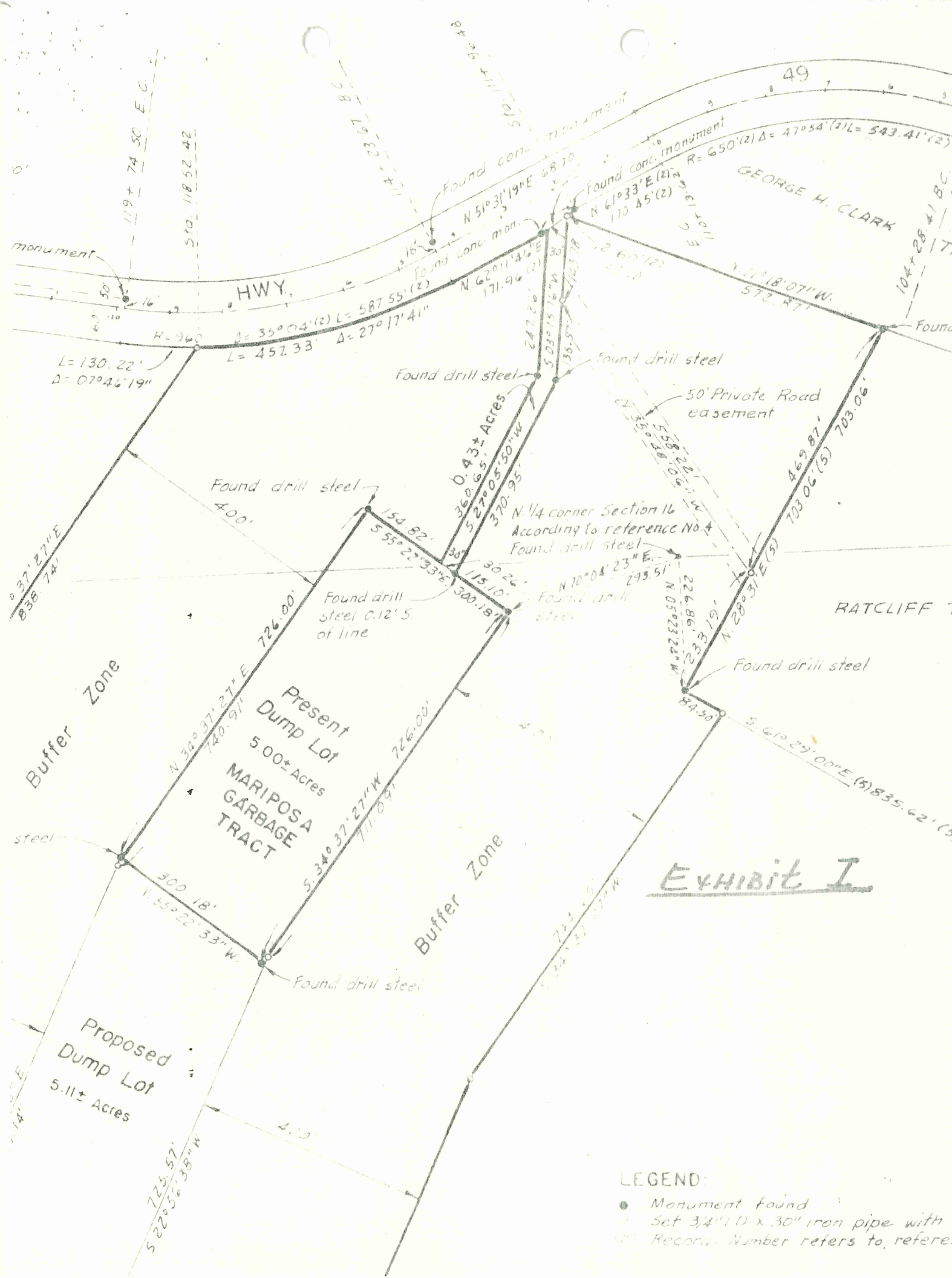
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

RICHARD K. DENHALTER,
County Counsel

EXHIBIT B

All that certain property situated in projected Section 9, T5S R18E, MD B & M Rancho Las Mariposas, County of Mariposa, Mariposa, California described as follows:

Commencing at the point of intersection of the West line of Mariposa County Dump site and State Highway 49 Right of Way as shown on Record of Survey Map No. 1488, recorded April 12, 1966 in Mariposa County official records, Mariposa, California. Said point being the point of beginning of this description, thence Northerly along said State Highway 49 Right of Way through a curve to the left with a radius of 960.00, a tangent that bears N 88 degrees 50' 41" E through a central angle of 27 degrees 17' 41", 457.33 feet; thence N 62 degrees 11' 46" E, 171.96 feet; thence N 51 degrees 31' 19" E, 34.66 feet thence leaving State Highway 49 Right of way S 3 degrees 15' 16" W, 230.08 feet; thence S 67 degrees 58' 40" W, 258.8 feet; thence S 74 degrees 38' 28" W, 562.66 feet thence N 34 degrees 37' 27" E, 313.84 feet to the point of beginning, said point being the terminal point of this description containing 3.13 acres more or less.


HWY.
monument
Found drill steel
Found conc. monument
GEORGE H. CLARK
50' Private Road easement
0.43± Acres
N 1/4 corner Section 16
According to reference No. 4
Found drill steel
Buffer Zone
Present Dump Lot
5.00± Acres
MARIPOSA GARBAGE TRACT
Proposed Dump Lot
5.11± Acres
Buffer Zone
RATCLIFF
Found drill steel
Found drill steel 0.12' S. of line
EXHIBIT I
LEGEND:
Monument found
Set 3/4" I.D. x 30" iron pipe with
Record Number refers to, refere

MODIFICATION OF S.P.C.A. GROUND LEASE

The County of Mariposa and the Society for the Prevention of Cruelty to Animals of Mariposa, California hereby agree as follows:

1. That the lease agreement entered into between the parties on July 3, 1979, entitled "S.P.C.A. Ground Lease", be modified to replace Exhibit "A" referred to therein with Exhibit "B", being a corrected version of the legal description of the subject property. This modification is intended by the parties to correct an error in the legal description only and is not intended to alter or modify any of the terms, conditions or obligations of the lease nor to change the subject property.

2. The consideration for this agreed modification shall be the continuation of the benefits and obligations under the pre-existing lease.

3. The original lease executed on July 3, 1979, and this modification, together with such other agreements and modifications entered into in writing between the parties, shall constitute the entire agreement of the parties with respect to the matters covered by this lease and no other agreement, statement, or promise made by any party or to any employee, officer or agent of any party, which is not contained in the lease or in any duly executed modification thereof shall be binding or valid.

IN WITNESS THEREOF, the parties have hereto set their hands as set forth below on this 17th day of June, 1980.

COUNTY OF MARIPOSA

BY: Eric A Erickson
ERIC A. ERICKSON, Chairman
Board of Supervisors

Dated: 7/8/80

ATTEST:

JOAN J. LYNK, Clerk of the Board

SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF MARIPOSA COUNTY

BY: _____
PRESIDENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

RICHARD K. DENHALTER, County Counsel

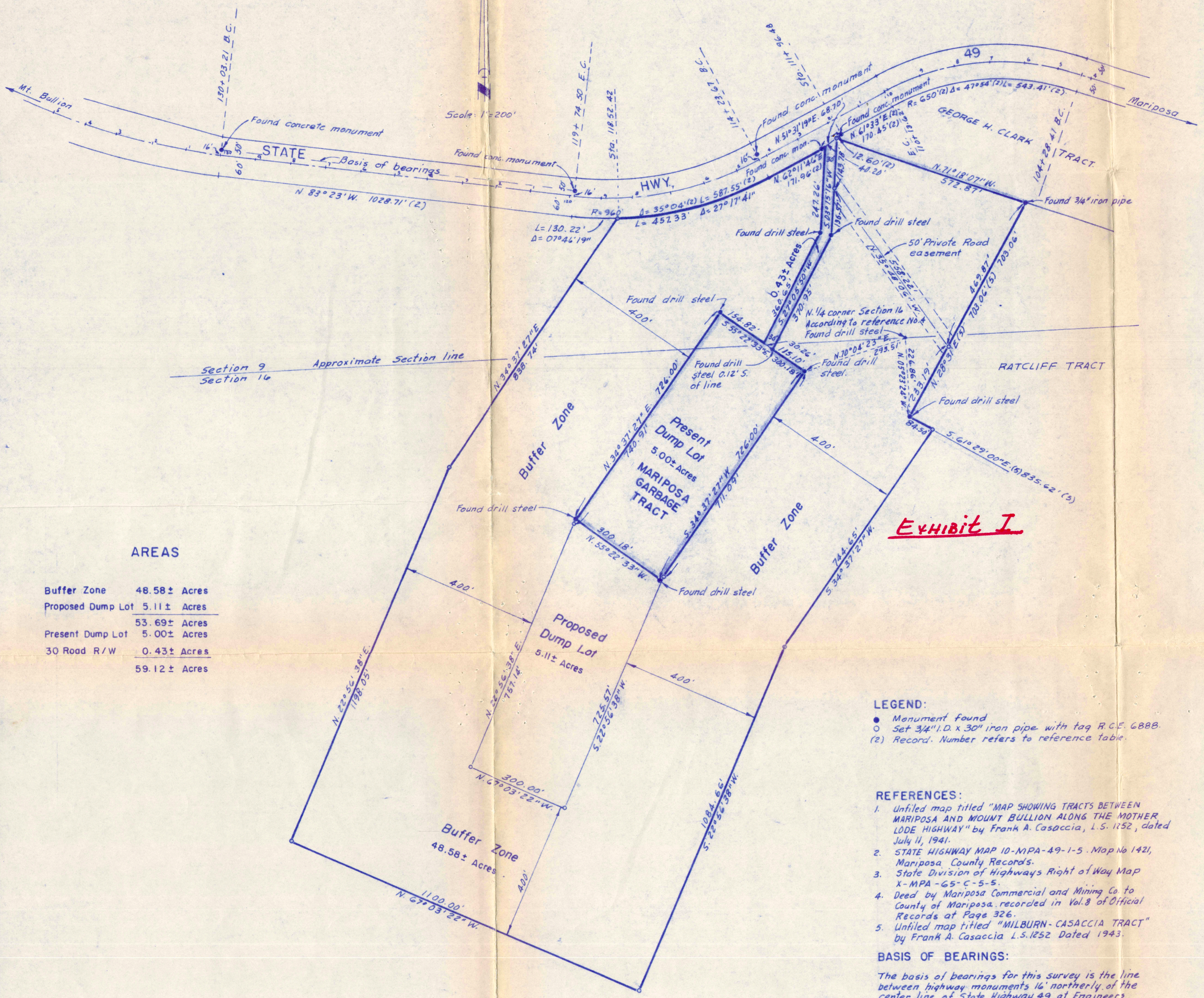
TREASURER

EXHIBIT B

All that certain property situated in projected Section 9, T5S R18E, MD B & M Rancho Las Mariposas, County of Mariposa, Mariposa, California described as follows:

Commencing at the point of intersection of the West line of Mariposa County Dump site and State Highway 49 Right of Way as shown on Record of Survey Map No. 1488, recorded April 12, 1966 in Mariposa County official records, Mariposa, California. Said point being the point of beginning of this description, thence Northerly along said State Highway 49 Right of Way through a curve to the left with a radius of 960.00, a tangent that bears N 88 degrees 50' 41" E through a central angle of 27 degrees 17' 41", 457.33 feet; thence N 62 degrees 11' 46" E, 171.96 feet; thence N 51 degrees 31' 19" E, 34.66 feet thence leaving State Highway 49 Right of way S 3 degrees 15' 16" W, 230.08 feet; thence S 67 degrees 58' 40" W, 258.8 feet; thence S 74 degrees 38' 28" W, 562.66 feet thence N 34 degrees 37' 27" E, 313.84 feet to the point of beginning, said point being the terminal point of this description containing 3.13 acres more or less.

MAP NO. 1488



AREAS

Buffer Zone	48.58±	Acres
Proposed Dump Lot	5.11±	Acres
	53.69±	Acres
Present Dump Lot	5.00±	Acres
30 Road R/W	0.43±	Acres
	59.12±	Acres

LEGEND:

- ● Monument found
- ○ Set 3/4" I.D. x 30" iron pipe with tag R.C.E. 6888.
- (2) Record. Number refers to reference table.

REFERENCES:

1. Unfiled map titled "MAP SHOWING TRACTS BETWEEN MARIPOSA AND MOUNT BULLION ALONG THE MOTHER LODE HIGHWAY" by Frank A. Casaccia, L.S. 1152, dated July 11, 1941.
2. STATE HIGHWAY MAP 10-MPA-49-1-5. Map No 1421, Mariposa County Records.
3. State Division of Highways Right of Way Map X-MPA-65-C-5-5.
4. Deed by Mariposa Commercial and Mining Co. to County of Mariposa. recorded in Vol.8 of Official Records at Page 326.
5. Unfiled map titled "MILBURN-CASACCIA TRACT" by Frank A. Casaccia L.S.1252 Dated 1943.

BASIS OF BEARINGS:

The basis of bearings for this survey is the line between highway monuments 16' northerly of the center line of State Highway 49 at Engineers Stations 130+03.21 and 119+74.50 as per reference No. 2.

SURVEYOR'S CERTIFICATE:

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Land Surveyors' Act at the request of Mariposa County in March, 1966.

Clyde Jones
Registered Civil Engineer No. 6888

COUNTY SURVEYOR'S CERTIFICATE:

This map has been examined for conformance with the requirements of the Land Surveyors' Act this 12th day of April, 1966.

Clyde Jones
County Surveyor

RECORDER'S CERTIFICATE:

Filed for record this 12th day of April, 1966 at 1:00 P.M. in Book ___ of Maps at page 1488, at the request of Mariposa Co. Surveyor.

Fee: —

Harold J. Rowney
County Recorder

By Clyde Jones
Deputy

RECORD OF SURVEY OF MARIPOSA COUNTY DUMP SITE

BEING A SURVEY OF A PORTION OF SECTIONS 9, & 16, T.5S., R.18E., M.D.B.&M.

RANCHO LAS MARIPOSAS

MARIPOSA COUNTY, CALIFORNIA

MARCH 1966 SCALE: 1" = 200 FT.

MAP NO. 1488

MARIPOSA COUNTY RESOLUTION NO. 80-106

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD TO SIGN S.P.C.A. LEASE AGREEMENTS

IT IS HEREBY RESOLVED by the Board of Supervisors of Mariposa County that the Chairman of the Board, Eric J. Erickson be and hereby is authorized to execute on behalf of the County the following documents:

1. Modification of S.P.C.A. Ground Lease required by omissions in Exhibit A attached thereto, and substituting a more complete legal description labeled Exhibit B;

2. Agreement between the County and S.P.C.A. for use of the County dump site for sewer disposal to benefit the S.P.C.A. proposed facility.

PASSED AND ADOPTED this 17th day of June, 1980, by the following vote:

AYES: Erickson, Dalton, Taber, Clark, Moffitt

NOES: None

ABSTAINED: None

ABSENT: None

Eric J. Erickson
ERIC J. ERICKSON, Chairman
Board of Supervisors

ATTEST:

Barbara Knell
JOAN J. LYNK, Clerk of the Board
by BARBARA KNELL, Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Richard K. Denhalter
RICHARD K. DENHALTER, County Counsel

MARIPOSA COUNTY BOARD OF SUPERVISOR | **AGENDA ACTION FORM** | **AGENDA DATE:** 8/24/93 **AGENDA ITEM NO.:** 6b

DEPARTMENT: Public Works **By: Thomas J. Starling Phone:** 966-5356
Waste Management Specialist

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes__ No_X)

Resolution to waive all currently due and future disposal fees at the Mariposa Landfill for the Society for the Prevention of Cruelty to Animals (SPCA).

The SPCA provides a very valuable service for the County of Mariposa. Not only does it care for unwanted animals it provides for the reuse of goods through its retail store. Unfortunately, many items are left at the SPCA which cannot be resold because of their poor condition, resulting in disposal at the landfill. This has created an added unnecessary expense which has placed a real financial burden on the SPCA. The Public Works Department recommends that this waiver of disposal fees be retroactive to July 1, 1993.

This wavier would result in a loss of income to the Solid Waste Enterprise Fund of approximately $300 per year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

None

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

1) Continue to charge the SPCA disposal fees at the Mariposa Landfill.

COSTS: (X) Not Applicable
A. Budgeted current FY $ -
B. Total anticipated costs $
C. Required additional funding $
D. Internal transfers $

SOURCE: ( ) 4/5th Vote Required
A. Unanticipated revenues $
B. Reserve for contingencies $
C. Source description:
Balance in Reserve Contingencies, if approved: $

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:

CLERK'S USE ONLY
Res. No.: 93-458 Ord. No.
Vote - Ayes: 4 Noes:
Absent: Erickson Abstained:
(X) Approved ( ) Denied
( ) Minute Order Attached ( ) No Action Necessary

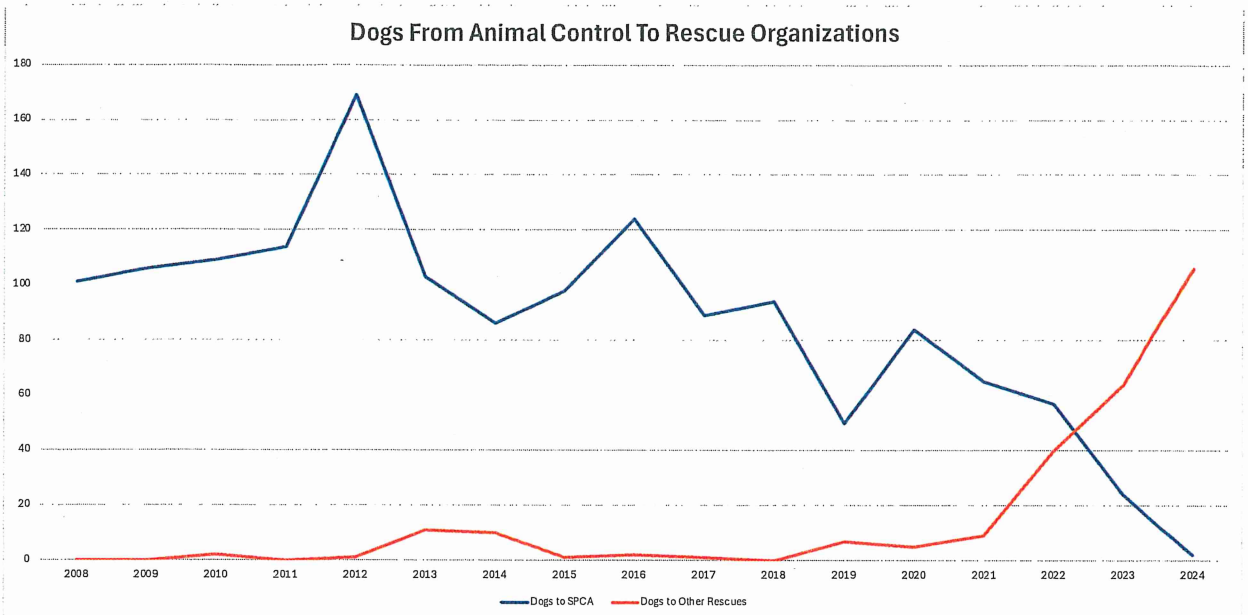
The foregoing instrument is a correct copy of the original on file in this office.
Date:
ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By:
Deputy

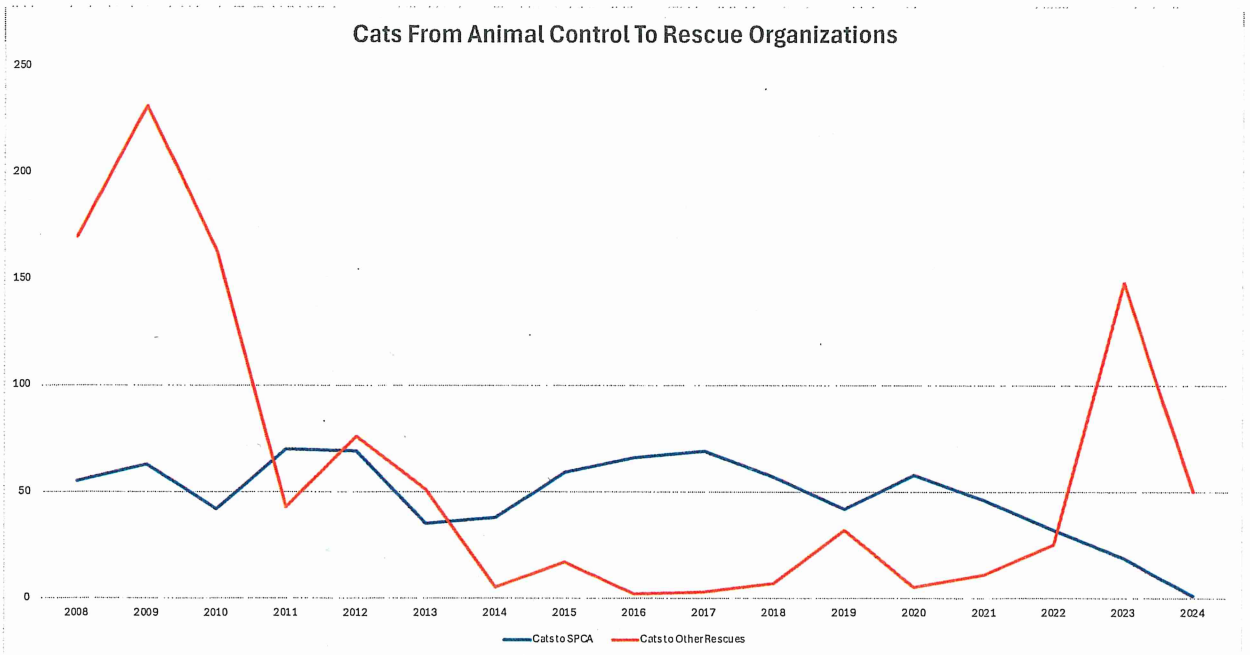
ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:
✓ Recommended
___ Not Recommended
___ For Policy Determination
___ Submitted with Comment
___ Returned for Further Action

Comment:

A.O. Initials:

Mariposa County Animal Control Transfers to Rescue Organizations





Footnote: Data from Mariposa County Animal Control

Outlook

December 17, 2024 Meeting: Agenda Item L.1.

From labuelita@sti.net <labuelita@sti.net>
Date Tue 12/17/2024 9:49 AM
To Board Clerk <Board-clerk@mariposacounty.org>

Some people who received this message don't often get email from labuelita@sti.net. Learn why this is important

Please distribute to Board for today's afternoon agenda. Thank you.

December 17, 2024
Mariposa County Board of Supervisors
Re: Agenda Item L. 1.

Dear Board:
My family have been supporters of Mariposa County SPCA for over 25 years. It is not without great disappointment that we have witnessed an inexplicable attack on this valuable organization over the past few weeks by local media. It is only viewing the agenda today that we see the mention of encouraging greater cooperation between the County Animal Control and the Mariposa County SPCA. This is, at least, an encouraging step towards finding a solution to the communication issues between the government entity and the organization. Mariposa County SPCA is a critical component to providing care to neglected, abused and abandoned animals in this county. I have witnessed first-hand their dedication and concern for these animals. On Saturday, the organization held an open house which provided financials and other information regarding their work in this community on behalf of animal welfare. It was heartening to see the outpouring of support for their work.

Nationwide, the number of animals abandoned and abused is at critical numbers. The need to provide shelter, food, animal healthcare, safety and placement has never been so high. The organization is self-supporting and solvent. The animals that I observed were well-cared for and the facility clean and well-ordered.
The benefit they provide to this community far exceeds any perceived malpractice. Consider the alternative of no Mariposa County SPCA and I think you will agree that we need County Animal Control and Mariposa SPCA to work together and make sure that there is no penalty waged on Mariposa SPCA that would detract from their ability to continue their work at their current location.

I have already expressed my desire to volunteer in some capacity for the organization and I encourage others to do so. There is always room for improvement in any entity, government or non-profit organization. This could be accomplished through clear communication, procedures and protocols. Let's work together to find a solution and stop the accusations. Do it for the animals!

Finally, I would like to request that if any board member has had a previous relationship with the Mariposa SPCA that exceeds those of the general public, i.e. a board member who has previously been employed by the SPCA, board membership on the SPCA, that they recuse themselves from any vote related to the Lease Agreement between Mariposa County SPCA and Mariposa County.

Sincerely,
Kathleen Armstrong/tax paying property owner and resident, Mariposa County

Outlook

Public Comment Submission

From No Reply <noreply@civicplus.com>
Date Tue 12/17/2024 1:44 PM
To Board Clerk <board-clerk@mariposacounty.org>

Submitted by: Xavier Dubois
Email Address: xav.dubois@gmail.com

Commented on event: https://mariposacoca.portal.civicclerk.com/event/389/overview
If you are having trouble viewing the URL above, cut and paste the string into your browser window.

User comment: Comments for BOS Meeting, Tuesday, December 17th, 2024 regarding Agenda L. (SPCA) Dear Board of Supervisors, I regret that I am unable to be present in the chambers today to share my perspective on the matters concerning the Mariposa SPCA. For many years, my family and I have deeply appreciated the SPCA's support and dedication. With Jeanette's support, we have personally adopted 13 dogs and cats, each time receiving thoughtful guidance and care. During the Oak Fire, when our home in Bootjack was under evacuation orders, the SPCA offered refuge for our animals. Jeanette, her team, and their volunteers worked tirelessly—around the clock—for weeks, ensuring that all evacuated pets were safe, fed, and comforted. This level of compassionate service to our community left an indelible impression, and for that I remain sincerely grateful. It is disappointing to witness the current discourse, much of it unfolding through social media, public rumor, and lingering personal grievances that stretch back decades. Although I count myself as a friend to individuals both within the SPCA and among those raising concerns, I find this public arena a profoundly unproductive setting for seeking resolution. The flood of accusations, suspicions, and incomplete narratives—some based on very old wounds—has only served to fuel division rather than clarity. I acknowledge the passion on all sides, as well as the desire to ensure the SPCA's compliance with its mission. However, handling these grievances through informal channels—particularly the court of public opinion—undermines the constructive, respectful, and factual dialogue our community deserves. If legitimate issues exist, let us encourage concerned parties to pursue the appropriate legal and regulatory avenues. If fraud or misconduct is suspected, there are formal mechanisms in place to investigate and hold organizations accountable. The Board of Supervisors' time should be devoted to matters squarely within its purview. It is not productive to set a precedent where private nonprofit entities are drawn into government meetings simply because some residents object to how those organizations are managed. This approach risks turning public forums into stages for unresolved personal histories and entrenched hostilities, rather than places for measured, policy-focused discussion. I urge us all to consider a more respectful and principled path forward. Let us remember that none of us is free from mistakes or misunderstandings, and that each of us has grown and changed over the years. We should strive to resolve conflicts through established, fact-based processes that honor the dignity of every party involved. In the end, our community will be stronger and more unified if we seek solutions in an atmosphere of respect and fairness rather than prolonging discord. With compassion, transparency, and commitment to proper procedure, we can help ensure that the valuable work of organizations like the SPCA continues to benefit Mariposa County. Respectfully, Xavier Dubois Bootjack, California