

MARIPOSA COUNTY

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MARSHALL LONG, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
TOM SWEENEY
WAYNE FORSYTHE
MILES MENETREY

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V

ACTION SUMMARY MINUTES

December 7, 2021

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Tom Sweeney	District II Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

René LaRoche/Clerk of the Board advised of a correction to CA6. During public comment, Bobbie Cavazos introduced herself as an early onset Alzheimer's suffer and began to discuss her advocacy. Chair Long advised that comment for non-agenda items is later. No additional public comment.

Regarding CA4, Supervisor Menetrey provided a follow up from Rural County Representatives of California (RCRC) which clarified that, due to the length of time required for the licensing process, businesses being built could apply and that they would have up to one year to complete. He also noted that there is nothing in the legislation that provides a time limit for the use of the ten new licenses, but that the County cannot release more than five in a year; and advised that if an applicant facility does not pass inspection, they would have ninety days to complete the formal application. Supervisor Smallcombe spoke in support of CA8, while Supervisor Menetrey spoke in support of CA10.

CORRECTION:

In G.4 of the November 23, 2021 Minutes, change " Discussion ensued between Supervisor Smallcombe and Sheriff Briese regarding the process to add policies to Lexipol" to "Discussion ensued between Supervisor Smallcombe and Sheriff Briese regarding the policy process relative to Lexipol."

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. Health and Human Services RES-2021-644

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2021-645

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

CA3. Sheriff's Office RES-2021-646

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

CA4. Administration RES-2021-647

Adopt a Resolution Authorizing the California Department of Alcoholic Beverage Control to Issue Two New On-Sale General Licenses to Restaurants with a Minimum Capacity of 50 Diners in 2022

CA5. Item Considered Separately

CA6. Item Considered Separately

CA7. District Attorney RES-2021-648

Approve First Amendment with David Blake for Officer Involved Shooting Expert Services; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA8. Fire RES-2021-649

Accept California Climate Investments (CCI) Fire Prevention Grant Award through Cal Fire in the Amount of \$267,842.00 for Purchase and Maintenance of Equipment for Fuel Reduction Projects; Approve Grant Agreement; Authorize the Fire Chief to Sign Any Agreements or Documents Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Transferring Funds Within the Fire Budget to Cover Costs of Up Front Purchase (\$27,222) 4/5ths Vote Required

CA9. HHS/Behavioral Health & Recovery Services RES-2021-650

Ratify the StataCorp, LLC Purchase Terms and Conditions, Effective October 12, 2020 and Automatically Renew Every 12 Months Thereafter Until Cancelled

CA10. Public Works RES-2021-651

Designate the Merry Mountain Christmas Parade and the Christmas Tree Lighting Events as County-Sponsored Events; Authorize the Interim Public Works Director to Waive the Encroachment Application Fee and Sign the Application for a Caltrans Encroachment Permit in Support of Closing Highway 140, Between Jones and Third Street, on December 11, 2021, at 5:00 PM for the 23Rd Annual Merry Mountain Christmas Parade and Tree Lighting Event at the Courthouse

CA11. Public Works RES-2021-652

Ratify Agreement for Emergency Repair Work on Dogtown Road to Reflect Authorization for the Board of Supervisors Chair to Sign the Emergency Agreement with Sierra Communications & Construction, Inc. in the Not to Exceed Amount of \$28,925

CA12. Sheriff's Office RES-2021-653

Adopt a Resolution of Authorization to Apply for Fiscal Year 2021 Homeland Security Grant Program; and Accept Grant Funding When and If the Application is Approved; Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel)

CA13. Sheriff's Office RES-2021-654

Adopt a Resolution of Authorization to Apply for Fiscal Year 2021 Emergency Management Performance Grant Program; and Accept the Allocation of \$128,648; Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel)

CA14. Sheriff's Office RES-2021-655

Adopt a Resolution of Authorization to Apply for Fiscal Year 2021 Emergency Management Performance Grant Program - American Rescue Plan Act (ARPA); Accept the Allocation of \$60,136; and Authorize the Sheriff to Sign the EMPG-ARPA Grant Application; Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and Any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel)

Items Considered Separately

CA5. Board of Supervisors

Approve the Minutes of Tuesday, November 16, 2021

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA6. Board of Supervisors

Approve the Minutes of Tuesday, November 23, 2021

RESULT: ADOPTED AS AMENDED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

E. Departmental Presentation

Debbie Willis/Interim Building Director advised of the completion of the County's ISO rating, which is done every five years and refers to enforcing the building codes. She noted that they can range from 1 to 10 and the lower the rating, the better. Ms. Willis also reported that, for the second time, the County has obtained a 2 rating for both residential and commercial buildings; and noted that the statewide average is 3, with only four jurisdictions having a 1, or exemplary, rating.

Lizz Darcy/Health and Human Services Agency (HHSA) Public Information Office reported on three upcoming covid vaccination clinics this week and urged making an appointment through myturn.ca.gov. She also reported that the Mariposa test site location was supposed to move this week but ran into some problems with LHI. That site will continue at the Senior Center site through Thursday of this week, will be closed half of Friday for the move, and will reopen on Tuesday, December 14th at the new site at the YARTS Park and Ride. She also reported on the COVID-19 Omicron variant, its transmissibility, and concerns regarding hospital impacts. She noted that while it has a lower hospitalization rate, the increased transmissibility means more people sick and hospitalized. Ms. Darcy advised that they have already seen extended wait times to get into hospitals and to get ambulances; and encouraged everyone to continue mitigation strategies like masking, social distancing, staying home when sick, getting vaccinated, and testing regularly. She also encouraged people to get tested before going to events and, again, four or five days after the event.

Shannon Hansen/Interim Public Works Director provided an update on the Site Logiq project, noting that the lighting has been started and accomplished at two sites, with the Government Center slated to be completed tonight. Ms. Hansen also advised that the HVAC was started last week and is moving forward on schedule and should be completed at the beginning of January. She also noted that the solar element will start after the 1st of the year. Ms. Hansen also reported that the repairs on Dog Town Road Bridge have been completed ahead of schedule and on budget.

Jacob Hawley/Visitor Center Operations Manager reported that they had 238 visitors last week and have had a total of 13,741 visitors so far this year which is substantially down from pre-pandemic levels. He also advised that, overall, world

travel is down, which is reflected in local visitation numbers. Mr. Hawley also advised that the Christmas parade and tree lighting will be held this weekend, with Mrs. Claus at the Fairgrounds. In response to an inquiry from Supervisor Menetrey, Mr. Hawley noted that pre-pandemic annual visitation averaged about 45,000 people.

Jeremy Briese/Sheriff - Coroner - Public Administrator reported that an individual went missing last week, but that the CareTrack system had proven useful, and he extended kudos to the Search and Rescue team for their efforts. Sheriff Briese also noted that the Deputy Sheriffs' Association is again doing the Kops for Kids program and advised that there are drop off points around the county. He also discussed a burglary last month, and extended kudos to the deputies who worked the case. He advised that, with the help of technology and the homeowner, they were able to track and recover over 31 items. Sheriff Briese also discussed the proliferation of fentanyl throughout California; reported that it is now touching our community; advised that the detectives are actively working the streets; and noted putting out some messaging last Thursday to increase public awareness of the extreme danger of this substance.

F. Public Comment on Non-Agenda Items

Bobbie Cavazos advised that she has early onset Alzheimer's and that she has been raising awareness because most of the resources are geared to seniors who are 65 years of age, or older, and that no programs exist in Mariposa for people like herself. Ms. Cavazos advised that she has been very involved in the community and likes to give back; noted that she is a survivor of sudden cardiac arrest for 18 minutes; and spoke in support of getting more specialists involved in the hospital.

Suzette Prue/Citizens to Save the Hospital extended thanks to the Board for its support; noted sending a letter to the Board members on Thanksgiving to explain some developments; advised that there was a good article in the Gazette; and noted that their committee is committed to passing an ordinance to save the hospital.

Candy O'Donel-Brown extended thanks to the Citizens group for what they have done. She also noted finding out about a new law, the Taxpayer Protection and Government Accountability Act, which may be coming, and which would be retroactive to October. Ms. O'Donel-Brown noted that, should that pass, the new citizens initiative will be subject to it but that the required accountability is mostly already in the initiative. She advised that the problem is that, to remain on the July 7th ballot, they must ask for a declaration of a fiscal emergency, because they still have the deadline of 2030 and hospital construction is slow, and the preconstruction cannot start until the ordinance passes and they have the money, so they need to get it on the ballot as soon as possible.

Therese Williams/JCF Public Relations Director agreed that the citizen committee has done a fantastic job and noted that it will be a citizen driven campaign with the hospital assisting.

Beth Tomsick corrected that the election is in June 2022; and noted that under the existing law, the initiative could have passed with 50% plus 1 vote but that the new law will require passage by 2/3rds.

Bruce Cavazos reported having an issue with a neighbor who is building without a permit; and noted that the neighbor is harassing and has threatened to kill his family. Mr. Cavazos noted that the neighbor took him to court because his girlfriend said he was stalking her but that the judge threw out the case. Mr. Cavazos noted that he suffered damage from the January storm and had to pay his fair share for repairs and thinks that his neighbor should pay his fair share, too. He noted that he is tired of

the threats but calling the police doesn't help as the police have done their job to slow down the harassment, but not his paying his fair share. Mr. Cavazos also spoke in support of Mrs. Cavazos' plan.

Recess Board of Supervisors

9:56 AM Chair Long recessed the Board of Supervisors meeting followed by the Clerk of the Board reading the Government Code announcement.

G. LOCAL TRANSPORTATION COMMISSION

9:56 AM Chair Long convened the Local Transportation Commission (LTC) meeting with all commissioners present.

Public Comment Period

None.

LTC Regular Agenda

1. Public Works LTC-2021-29

Approve the FY 21/22 Local Transportation Commission Overall Work Program Agreement Re-Calculation for Amendment I with Caltrans; and Authorize the LTC Chair to Sign the Re-Calculated Overall Work Program Amendment (OWPA)

Shannon Hansen/Interim Public Works Director gave the staff report. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Adjourn LTC

9:58 AM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

9:58 AM Chair Long reconvened the Board of Supervisors meeting.

H. Regular Agenda Items

1. Health and Human Services RES-2021-656

Approve Three Year Agreement with Hoffman Electronic Systems for Alarm Monitoring in the County Building of the Health and Human Services Agency; and Authorize the Board of Supervisors Chair to Sign the Agreement

Shannon Gadd/Health and Human Services Agency (HHSA) Director gave the staff report. Supervisors Sweeney and Smallcombe discussed the need to consolidate contracts with vendors who hold multiple contracts with the County. No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. Health and Human Services RES-2021-657

Approve Five Year Agreement with TK Elevator Corporation to Provide Maintenance and Repair Services for the County Building of the Health and Human Services Agency; and Authorize the Board of Supervisors Chair to Sign the Agreement

Shannon Gadd gave the staff report, correcting the staff report by noting that the County has contracted with this vendor before but that they changed their name. No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. Public Works RES-2021-658

Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

Shannon Hansen/Interim Public Works Director gave the staff report noting that Palmer Tractor is still waiting on materials but hopes that they will be delivered in mid-December so that the project can be completed by the end of December. No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

4. Public Works RES-2021-659

Authorize the Interim Public Works Director to Advertise, Award to the Lowest Responsible Bidder; and Sign an Agreement for the Mariposa Parkway Phase III, Design and Engineering Phase Only (Subject to Approval as to Legal Form by County Counsel)

Shannon Hansen gave the staff report, noting a correction. No public comment.

CORRECTION:

Change "award to the lowest responsible bidder" to "award to the most qualified consultant."

RESULT: **ADOPTED AS AMENDED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

5. Public Works RES-2021-660

Complete the Acceptance Process of the Proposition 68 Per Capita Park Funds as Authorized by Resolution 21-193; and Authorize the Board of Supervisors Chair to Sign the Deed Restrictions

Shannon Hansen gave the staff report. No public input. Board discussion ensued regarding the projects that are scheduled for the future, and a historical overview of the funding efforts for the rehabilitation of the tennis courts.

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

6. Fire (ID # 12341)

Provide a Mariposa County Fire Advisory Committee (MCFAC) Update and Recommendations to the Board of Supervisors

Steve Ward/County Fire CAL FIRE Chief gave a PowerPoint presentation regarding the progress that has been made on the action items contained in Table 9. No public input.

RESULT: **INFORMATION RECEIVED**

Recess

10:48 AM Chair Long recessed the meeting for a brief break and reconvened at 10:53 AM.

7. Clerk of the Board of Supervisors 2021-ORD-1169

Waive the First Reading and Introduce an Ordinance Amending Chapter 2.04.010 of the Mariposa County Code, Titled "An Ordinance Removing Provision Requiring Cancellation of Regular Board Meetings on Countywide Election Days"

René LaRoche/Clerk of the Board gave the staff report. No public input.

RESULT: **INTRODUCED [4 TO 1]** **Next: 12/21/2021 9:00 AM**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey
NAYS: Tom Sweeney

I. Items removed from Consent Agenda

None.

J. Board Information

Information received.

K. Closed Session

1. County Counsel (ID # 12335)

CLOSED SESSION: Conference with Legal Counsel: Existing Litigation: in Re: National Prescription Opiate Litigation; United States District Court Case No. 1:18-AT-336

No public input.

RESULT: CLOSED SESSION HELD

Recess

11:18 AM Chair Long moved the meeting into Closed Session.

L. 2:00 PM Reconvened

Report Out

2:00 PM Chair Long reported that Information was Received and Direction was Given during the Closed Session.

1. Clerk of the Board of Supervisors 2021-ORD-1168

Waive the Second Reading and Adopt an Ordinance Titled "2021 District Reapportionment", Which Will Rescind and Replace Title 1.16 of Mariposa County Ordinance Code Regarding Supervisorial Districts Boundaries

René LaRoche gave the staff report. During public comment, Keith Williams/Treasurer - Tax Collector - County Clerk advised that with the adoption of the ordinance, it will start the 28-day counter required under Elections law, and that January 4, 2022 will be the first day that the signature-in-lieu-of paperwork will be available for the June, 2022 ballot. He also noted that they will be updating their handbooks, getting ready to post on the website and otherwise starting the election cycle. Public comment closed.

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

2. **Planning (ID # 12344)**

Receive Update Regarding the Merced River Trail Community Working Group; Possible Discussion and Direction

Sarah Williams/Planning Director gave the staff report. No public input.

RESULT: **INFORMATION RECEIVED**

3. **Planning RES-2021-661**

Resolution Updating the Merced River Trail Community Working Group Bylaws

Sarah Williams gave the staff report, noting that these were unanimously endorsed by the committee during its November meeting. No public input.

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

4. **Planning RES-2021-662**

Approve Agreement for Right of Entry and Hold Harmless with Hillary Lester from the Transition Mountain Properties Ownership Group to Conduct Environmental Assessments of Miller Gulch Property in Support of the Merced River Trail; and Authorize the Board of Supervisors Chair to Sign the Agreement

Sarah Williams gave the staff report. No public input.

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

5. **Planning (ID # 12368)**

Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources

Chair Long advised that this is an informational item and no action will be taken as this is an informational item only.

Sarah Williams/Planning Director gave the staff report with a PowerPoint presentation, noting that this item is in response to a Board request for additional information regarding necessary resources.

Board discussion ensued regarding the procedure for notices of non-compliance and how the public would know that a property carried one, whether there are administrative remedies that would not require a court action, the ease with which property purchasers can check with the Planning and Building Departments for open files, the need for due diligence on the part of the purchasers, the fact that County Code is the compilation of ordinances and, therefore, are duly passed laws, and the age of some of the entries on a list of outstanding cases that is not part of this item but has been circulated separately via Facebook, as well as potential communication with those property owners.

Public comment opened.

Casey Cox noted that he owns two of the properties that are on the list being circulated; discussed the difficulties in getting a release letter for a tenant's medical cannabis grow; advised of the series of personal events that led up to a 2015 deck replacement permit expiring; and noted that he was advised to put that in a letter which he did but that he is still waiting for a release letter.

Barbara Cone read communications that she had with individuals named on the list circulating on social media to illustrate poor communication; and noted that the County still has an outstanding code violation in Hornitos.

Lorraine Freeman noted that she is concerned that necessary repairs will send people who cannot afford them into bankruptcy; suggested that amnesty, no fines, and no fees, would be kindest; expressed her concerns regarding the need to define what will happen if a person does not have the money; noted that she would like the appeal process written into the code; and expressed concerns regarding aerial surveillance.

Jeanetta Phillips noted having at least four marijuana grows on her road, and questioned if this discussion was only building codes.

Kathleen Armstrong advised that the Code Compliance Advisory Committee (CCAC) is making headway; noted that some buildings like Muir Lodge definitely need to be on the list but advised that those types are not the bulk of the list; and stated that some of the cases that are on the list that was circulated on social media are questionable and twenty or more years old. Ms. Armstrong also inquired why a draft of this item was not discussed with the CCAC; inquired how often the list is updated; and inquired why cases have not been assigned a priority. She also noted that, during the October 19, 2022 Board of Supervisor meeting, Supervisor Sweeney commented that 700 cases were closed, and Ms. Armstrong inquired as to the time period over which that occurred. She also inquired as to the response time; whether there is a consistent process to try to resolve the issues; and inquired if it is the intent of the Board to move forward on the most egregious of the cases.

Laurie Kinslow discussed the illegal commercial marijuana grows in her neighborhood, noting that every grow there violates the current Mariposa law given that they range from 40 to 200 plants. She inquired as to what will happen with those; asked whether they've been discussed at all; and suggested that illegal commercial grows should have a fine like \$500 or \$1000 per plant. She reiterated that her neighborhood is overrun; and advised that three houses sit empty because they are intimidated by the growers.

Ken Melton remarked that he thinks Planning is on the right track to cure consistency issues; advised that there used to be a state law that prevented issuing

new permits on land with outstanding issues; advised that he attended the first two CCAC meetings and they picked up on the illegal marijuana, noting that it is the wrong time to tweak the code on everything else; and advised patience to allow the committee to work.

Kevin (last name not given) noted that he has lived and worked in Mariposa County most of his adult life; and noted that he and his wife have been working diligently to improve a property that they took over from his wife's father in 2019; not recently finding out about an issue from 2017; and expressed his concerns that an inspection to reconcile the 2017 violation may pick up other violations and open them up to other violations.

Colleen Rhodes discussed her background in local government working as a prosecutor; expressed her support of County staff attending the CSAC Annual meeting; noted that there is real professionalism in this county but that the people do not feel that; advised that when an item like this comes out, and their names are included on a list, they're humiliated in public and some of them didn't know they were on the list; noted that the certificate of non-occupancy was a particular problem and that she has spent days contacting people about the issues that they have had; and advised that, while they may not sound like horror stories for people in government, they are very intimidating to those who are not. She also noted that some of the Code Enforcement people have a reputation for cruelty, which makes people fearful of contacting the Planning Department. She concluded by urging patience to allow the CCAC to do its work; urged identifying resources so that we can help people into compliance; and noted that there are some innovative ways to deal with marijuana that don't necessarily entail looking at the number of plants but, perhaps, use zoning or other regulatory devices.

An unidentified man noted that he has been seeing this on social media for a while and advised that they are scared; noted that they would like to be in compliance but are afraid of having their name on the list because there is a reputation for cruelty and not being merciful; and noted that a penalty of \$100 a day will only take 50-100 days to lose a house. He also noted that it seems reckless and cruel to pursue this during a pandemic to talk about what sounds like cruel measures, rather than trying to help them fix this; suggested skipping the fees or making them minimal to help people; noted having friends on the list that circulated on social media for whom such a penalty would be onerous; and advised allowing the committee to do its work.

Leigh Westerlund/property owner advised of inadvertently becoming a code violator when she built her garage on her neighbor's property and noted that the Planning Department was gracious and helpful and very supportive.

Eli Joslin noted that he is on the list twice; noted agreeing with what a lot have said as these are really harsh times; advised of having a friend who is a contractor and is on the list who got an engineer and did everything he had to do and was still told it wasn't good enough and consequently remains on the list; and noted that the contractor friend is willing to look at the home of every paid county employee to ensure that their houses are in compliance. Mr. Joslin also noted that he has been trying to get a permit for years for marijuana grows and Mariposa won't do it because of funding from the federal government, but noted other counties are, too, and are permitting legal marijuana farms; and urged making it legal to grow. He also noted concerns by others about chemicals in the water and advised that Roundup goes into the drinking water. Mr. Joslin concluded by stating that he is going to do what he can do, but that he plans on leaving the county.

Becky Collins noted that her property is not on the list (being circulated on social media); advised that some of the list entries are over 30 years old; questioned if those people are still alive; noted that if they are, they are 80 years old and questioned if they will lose their home because they have violations that they could not afford to fix; and inquired how the people living in RVs because their properties burned down in one of the area wildfires will be helped.

Judy Burden advised of being new to the county and having a wonderful experience with the Planning and Building departments; noted being involved in a community cleanup in Greeley Hill that cleaned up 21 people's property, with almost all of the property owners being older, disabled, or not physically able; advised that there are a lot of people out there who need help; noted that she has heard of bad and good experiences; and advised working for the state in regulatory compliance and inquired if it is legally possible to have fines for things that don't go to court.

Carmen Vonk in agreement with many of the previous comments; discussed her background working with a county counsel on abatement in a different county; discussed the erroneous perceptions of the people in that county; and expressed her feeling that there is a communication gap between the County and the individuals. She noted that she understands that abatement needs to happen; suggested that community development organizations are a good place to look; recommended looking for federal grants to help these people; and inquired what community organizations are working on grant funding to help people.

Public comment closed.

In response to Laurie Kinslow's comments, Supervisor Long noted that a special meeting is being planned which will allow for a moderated discussion and development of a strategic plan. Sarah Williams responded to Jeanetta Phillips question noting that the current process is the only way that violations or penalties can occur. Corrina Miranda/Code Compliance Technician noted that this is the only process at present, and that building code violations tend to be the most prevalent. In response to Kathleen Armstrong, Ms. Williams noted that she did mention the item at the CCAC meeting but did not share it because it is not normal to share items before they go to the Board. Corrina Miranda advised that they inherited the list that is circulating on social media and do update it when there is a change in status; and noted that a lot of the violations are just final inspections that were not completed. In response to Ms. Armstrong's question, Ms. Miranda noted that the complete case log contains 1500 cases, which includes closed cases as well. Ms. Williams noted that she assumes the question regarding response time is relative to the submission of a Request for Investigation (RFI). Corrina Miranda advised that they usually respond to an RFI within 24 hours, but sometimes its longer. Ms. Miranda also noted that people also sometimes call and alert Code Compliance of problems. In response to the question regarding whether the county's intention is to proceed with compliance of the most egregious cases, Ms. Williams noted that she was unsure whether that question was to the board or to staff. Supervisor Sweeney noted that the Board gave direction in March for Code Compliance to proceed with those cases. Supervisor Long noted that the direction regarding the ten most egregious cases was in regard to illegal marijuana. In response to an inquiry, Ms. Miranda noted that there are programs to assist some people with improving their property but that they are through the Health and Human Services Agency. In response to an inquiry from Supervisor Smallcombe, Ben Goger/Housing Specialist noted that the County has applied for programs and has been awarded \$800,000 for income eligible residents; and advised that property owners with some kind of health problem should email housing@mariposacounty.org

or go to the website and look up the Housing Support Services to see if you are income eligible. In response to whether an inspector coming on to a property will look for other issues, Debbie Willis/Interim Building Department Director noted that inspectors from the building department go out for a specific inspection; and advised that the only time other issues may get flagged is something like a recent case with a new 40-foot by 80-foot barn appearing that was not there before. In response to a statement regarding the County flying over a person's property, Sarah Williams noted that the County does not fly over properties but, instead, responds to complaints from individuals. Ms. Williams also noted that sometimes they are looking at vacation rental permits, which cannot be issued if there are outstanding issues. In response to an inquiry regarding why there 30-year-old violations on the list that circulated on social media, Corrina Miranda noted that the standard process has been that people who take out a permit and don't get a certificate of occupancy are told that they will a Certificate of Noncompliance filed and recorded against the property. Once recorded, it stays there until it is discovered. Debbie Willis advised that some people deliberately do not get a final inspection because they are under the impression that their property taxes will not get increased until the process is completed. She also noted that at times of low staffing, the primary focus is to process permits. In response to a question regarding people impacted by wildland fires, Ms. Williams noted that the County worked with the state to pursue a free cleanup of the debris, completed a County Code amendment that allowed people to legally live in RVs, initially, for a three-year period but that was later extended to five years, providing that they show permits that they are connected to electricity and water. In response to the question regarding whether it is legal to levy fines without going to court, Steven W. Dahlem/County Counsel noted that it is. He also advised that he will complete follow-up research on that as well as the question of withholding permits on properties in noncompliance. In response to the comments regarding the perception of county government, as well as those recognizing that abatement needs to happen and suggesting looking for community organizations to help, Sarah Williams read the mission of the CCAC which is charged with developing innovative solutions and which will be looking at ways to address the needs of residents while addressing violations.

Board discussion ensued regarding the erroneousess of the perception that the County is not sensitive, the fact that the case list that has been discussed was not part of this agenda item but was released by an individual on social media and the effect that it has had on getting some cases quickly corrected, the work of the CCAC, the need for Planning and Code Compliance to communicate with code compliance violators at least once each year to inform of status, the potential for a moratorium for a defined time to give people the incentive to get these issues corrected, potentially withholding new permits for properties with outstanding code compliance issues, and funding an extra help position to assist with the backlog of cases, remedies that currently exist in County Code, the infrequent number of times that staff has used the civil penalties versus the larger number of times that staff has waived the fee in order to get an issue repaired or completed, the need for a cleaned up list of cases regardless of what the CCAC, the amount of time needed to work and communicate open cases, the availability of the board members for instances when people may feel that Code Compliance is not communicating effectively or working with a property owner, and the extent of previous board direction.

DIRECTION:

Staff is to bring back an item and resolution that describes recommendations for an amnesty program, as well as a resolution for a minor County Code

Amendment, which will be routed through the Code Compliance Advisory Committee prior to any Board action. The County Administrative Officer and Human Resources will work with Planning to get the extra help necessary to begin going through the list of outstanding code compliance cases. Planning will return to the Board with another report in 4 to 6 months. County Counsel will research the question of legality of levying fines without going to court, as well as whether new permits can be withheld for properties already in noncompliance.

RESULT: INFORMATION RECEIVED

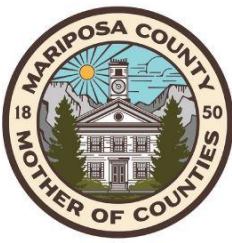
M. Adjournment

4:58 PM Chair Long adjourned the meeting in memory of Veryl Elaine Kimbro, William (Bill) Anderson, Fortunato (Slim) Parrino, Robert Allan Jakl, Chris Linn, and Evan Lawson Smith.

Respectfully submitted,

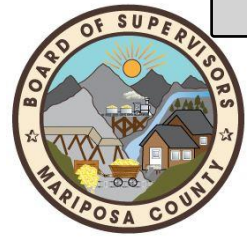
René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.1

RESOLUTION - ACTION REQUESTED 2021-644

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

RECOMMENDATION AND JUSTIFICATION:

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

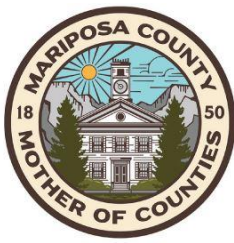
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

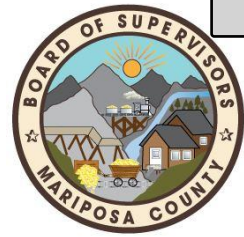
SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



D.2

RESOLUTION - ACTION REQUESTED 2021-645

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

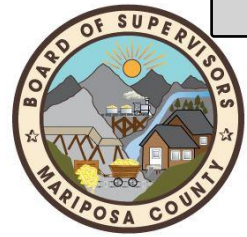
SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



D.3

RESOLUTION - ACTION REQUESTED 2021-646

MEETING: December 7, 2021
TO: The Board of Supervisors
FROM: Jeremy Briesse, Sheriff
RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

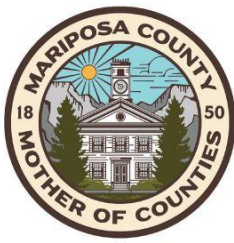
.

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

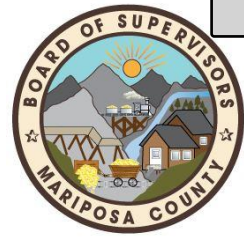
SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



MARIPOSA COUNTY

Administration • 966-3222



D.4

RESOLUTION - ACTION REQUESTED 2021-647

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Alcoholic Beverage Control License Resolution

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution Authorizing the California Department of Alcoholic Beverage Control to Issue Two New On-Sale General Licenses to Restaurants with a Minimum Capacity of 50 Diners in 2022.

Assembly Bill (AB) 2459 authorizes the California Department of Alcoholic Beverage Control (ABC) to issue up to ten (10) additional "on-sale general licenses for bona fide public eating places in the County of Mariposa that have a seating capacity for 50 or more diners". The Mariposa County Board of Supervisors is authorized to determine the number of licenses issued in a given year, provided that no more than five additional licenses are issued in any one year.

On-sale general licenses, also known as a Type 47 license, permits the sale of beer, wine and distilled spirits for consumption on or off the premises. This license type is more permissive than a typical beer and wine license, but also must be associated with a bona fide eating place with "actual and substantial" sales of meals for consumption on the premises.

At the direction of the Board, the attached resolution authorizes two additional on-sale general licenses to be made available in 2022. If approved, the County will have three remaining licenses to release for 2023-2025.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On January 21, 2020, the Board approved draft legislation to increase the number of alcohol licenses available in Mariposa County. The draft legislation was introduced as AB 2459 on February 19, 2020.

On March 10, 2020, the Board approved a letter of sponsorship for AB 2459.

On July 7, 2020, the Board approved a letter of support for AB 2459.

AB 2459 unanimously passed the Assembly on August 24, 2020.

AB 2459 unanimously passed the Senate on August 26, 2020.

AB 2459 was signed into law on September 9, 2020.

On October 27, 2020, the Board discussed the application of the new law and directed staff to prepare a resolution authorizing five additional licenses for release in 2021.

On December 15, 2020, the Board approved Resolution 2020-723 authorizing the release of five additional licenses for 2021. These licenses were tentatively awarded in October 2020.

On November 9, 2021, the Board discussed the need for licenses for release in 2022 and directed staff to prepare a resolution to release two additional licenses.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve. No additional licenses will be made available at this time, which may limit to ability of some development to take place and/or some local businesses to expand their operations or offerings.

Amend and approve. The Board may direct staff to amend the resolution before it is signed by the Board chair.

ATTACHMENTS:

AB2459 Resolution 2022(PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY RESOLUTION NO. _____**AUTHORIZING THE CALIFORNIA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL TO ISSUE TWO ADDITIONAL ORIGINAL ON-SALE GENERAL LICENSES**

WHEREAS, the County of Mariposa, as the home of Yosemite National Park, has recognized a need for additional original on-sale general licenses for the sale of alcohol in restaurants with a seating capacity of fifty (50) or more diners; and

WHEREAS, Assembly Member Frank Bigelow and co-authors Senators Andreas Borgeas and Bill Dodd introduced legislation, known as AB 2459, to amend Section 23826.10 and add Section 23826.15 to the Business and Professions Code and allow for up to ten (10) additional licenses in Mariposa County over the next five years; and

WHEREAS, Governor Newsom signed AB 2459 on September 9, 2020; and

WHEREAS, Section 23826.10 of the Business and Professions Code, as amended, requires the Board of Supervisors of the County of Mariposa to specify the number of licenses to be issued in any year, not to exceed five additional licenses in any given year, by resolution; and

WHEREAS, said resolution is effective for one year and required to be submitted to the Department of Alcoholic Beverage Control no later than July 1 of the year to which the resolution applies;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mariposa hereby authorizes two additional on-sale general licenses for bona fide eating places to be made available in 2022, pursuant to Section 23826.10 of the Business and Professions Code.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, State of California on this 7th day of December 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

MARSHALL LONG, Chair

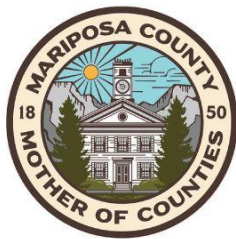
ATTEST:

APPROVED AS TO FORM:

RENÉ LAROCHE, Clerk of the Board

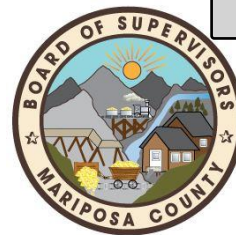
STEVEN W. DAHLEM, County Counsel

Attachment: AB2459 Resolution 2022 (RES-2021-647 : Alcoholic Beverage Control License Resolution)



MARIPOSA COUNTY

District Attorney • (209) 966-3626



RESOLUTION - ACTION REQUESTED 2021-648

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: First Amended Agreement for Officer Involved Shooting Expert Services

RECOMMENDATION AND JUSTIFICATION:

Approve First Amendment with David Blake for Officer Involved Shooting Expert Services; and Authorize the Board of Supervisors Chair to Sign the amendment.

The Mariposa County District Attorney's Office initiated an agreement with David Blake for Officer Involved Shooting Expert Services in October 2020. David Blake specializes in use of force, human factors (response times), and shooting dynamics. His services are critical in the ongoing prosecution of a criminal case in Mariposa County in order to prove the elements beyond a reasonable doubt.

The adopted budget for the 2021-2022 fiscal year has funding to support this agreement. The terms for the original agreement have been amended as follows: extend the agreement to a three-year period and increase the amount of the agreement by \$3,750.00. These amendments are necessary due to the delays in the prosecution function of the District Attorney's Office caused by COVID-19 in 2020. With the forced delays, David Blake was able to perform additional services therefore incurring a higher cost than originally agreed upon.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

District Attorney Walter W. Wall and County Counsel had approved the past agreement that expired on October 19, 2021 with David Blake.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Mariposa County District Attorney's Office will lose the services of David Blake in the ongoing prosecution of an officer involved shooting case in Mariposa County.

FINANCIAL IMPACT:

Funds for services have been adopted in FY21-22 budget.

ATTACHMENTS:

D. Blake Original Agreement 2020 (PDF)

D. Blake Agreement Amendment 2021 (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MEMORANDUM FOR ROUTING AGREEMENTS NOT REQUIRING BOARD APPROVAL

Please complete the following required information

Is this a digital signature request? Yes ☒ No ☐ (If no, please provide two original copies)

Is this agreement the standard County Form? Yes ☒ No ☐ (If no, please answer the following question)

Has this non-standard agreement been vetted by County Counsel? Yes ☐ No ☐ (If yes, provide approval via email) - (If no, please send to County Counsel for vetting)

To: Danielle Bondshu or Tracy Gauthier Dept.: Clerk of the Board Date: 11/25/2020

From: DA Walter Wall Agreement with: Blake Consulting and Training

Vendor and Title of Vendor: David Blake, Police Practices Consultant Vendor Email: dave@blake-consulting.com
(Name of person signing with signature authority) (Title of signee) (Email of signee)

For: Expert Witness Services Term: 10/20/2020-10/19/2020
(Provide a brief description of the service provided or product purchased, i.e. (Enter beginning "to" end - Must be 1 year or less)
"Police service dog training", "Annual Senior Health Fair", "Telephone Crisis Support")

Is this an Amendment to an Agreement? Yes ☐ No ☒

NOTE: If yes, please provide a copy of all prior amendments as well as the initial agreement

* Check the type of agreement being submitted below and enter the dollar amount

Purchasing (County Code Chapter 3.08, Ordinance no. 1124):

☒ \$ NTE \$5000.00 **DEPARTMENT HEADS (Asst. Purchasing Agent) -Section 3.08.050 – Under \$10,000:**
Assistant Purchasing Agents-Department Heads are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.)
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

☐ \$ **CAO (Purchasing Agent) -Section 3.08.090 – Under \$50,000:**
(Amount limited to what is budgeted and must be a one year, or less, contract term.)

Other:

☐ Res. 05-117 and 04-346 – Indemnification Agreements
☐ Interdepartmental Agreements

When using the standard UNCHANGED County agreement template:

1) Email the unsigned digital documents (agreement and new routing slip **as one document**) to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for digitization and procurement of signatures.

When changes have been made to the county agreement template, or when using a non-county agreement:

2) Email to County Counsel's Office for vetting (without routing slip.)
3) Once vetted, submit to COB per Step number 1 above.

* Email completed form, agreement per above instructions to the Clerk of the Board's Office (Not to Admin)

Revision Date: 08-20

Effective Date: 08-11-2020

AGREEMENT FOR OFFICER INVOLVED SHOOTING EXPERT

THIS AGREEMENT ("Agreement") is made and entered into this 20th day of October 2020, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and David Blake, Officer-Involved Shooting Expert, ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written, and shall continue until all authorized work is approved by the County or October 19, 2021, whichever is earlier.

2. SERVICES

Contractor shall perform expert testimony at trial as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed \$5,000.00. The Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) 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 \$100,000 per accident for bodily injury and property damage.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. County will not withhold FICA (Social Security) from Contractor's payments;
- b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c. County will not withhold state or federal income tax from payment to Contractor;
- d. County will not make disability insurance contributions on behalf of Contractor;
- e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

10. NOTICE

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

CONTRACTOR:

David Blake
Blake Consulting
Post Office 784
Brentwood, CA 94513
dave@blakeconsulting.com

COUNTY:

Walter W. Wall, District Attorney
County of Mariposa
PO BOX 730 / 5085 Bullion Street
Mariposa, CA 95338
County of Mariposa
Fax: (209) 966-5681

11. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the District Attorney. If

there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon 5 [five] 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.

16. NO WAIVER

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

17. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

18. CAPTIONS

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

20. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

21. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

22. COUNTERPARTS

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

23. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

24. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

25. AUTHORITY

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA

Walter Wall

zorrosign 5D34C8A411

Walter W. Wall, District Attorney

CONTRACTOR

David Blake

zorrosign 5D34C8A41B

David Blake

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem

zorrosign 5D34C8A407

Steven W. Dahlem
County Counsel

Attachment: D. Blake Original Agreement 2020 (RES-2021-648 : First Amended Agreement for Officer Involved Shooting Expert Services)

Exhibit A
SCOPE OF WORK

To provide Mariposa County District Attorney's Office with expert witness services such as consultation, expert witness testimony, and travel to and from the Mariposa County District Attorney's Office and/or Mariposa County Superior Court.

Exhibit B
COST PROPOSAL

Provide services including consultation, expert witness testimony, and travel time to and from the District Attorney's Office and/or Superior Court at the rates listed below, not to exceed the amount of \$5,000.00

Fee Schedule:

<i>Consulting, Research, Report Preparation, and Expert Services.....</i>	\$250 per hour
<i>Court Appearances, Depositions.....</i>	\$350 per hour
<i>Travel (Air) & Accommodations.....</i>	Full Cost (business class)
<i>Travel Time.....</i>	\$100 per hour

FIRST AMENDMENT TO AGREEMENT FOR OFFICER INVOLVED SHOOTING EXPERT

THIS FIRST AMENDMENT TO AGREEMENT FOR OFFICER INVOLVED SHOOTING EXPERT

is made and entered into this ____ day of _____ 20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “**County**,” and David Blake, Officer Involved Shooting Expert, hereinafter referred to as “**Contractor**.”

WHEREAS, County and Contractor have heretofore entered into an Agreement dated October 20, 2020, wherein **Contractor** agreed to provide Officer Involved Shooting Expert services; and

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

WHEREAS, County and Contractor desire to amend said Agreement to change the compensation to be provided to **Contractor**;

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

1. Paragraph 1, “TERM,” is hereby amended to extend the term of the Agreement to October 19, 2023.
2. Paragraph 2, “COMPENSATION,” is hereby amended to provide that an additional \$3750.00 will be added to the original amount of \$5000.00, making the total compensation paid to **Contractor** the not to exceed amount of \$8750.00.

Except as herein amended, the Agreement dated October 20, 2020 shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to October 19, 2021. The parties shall treat the Agreement as if it had been in full force and effect continuously since October 19, 2021, without there having been any interruption of the Agreement whatsoever.

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

[OPTION 1 (BOARD APPROVAL)]

COUNTY OF MARIPOSA

CONTRACTOR

Marshall Long, Chair Board of Supervisors

David BlakeCOUNTERSIGNED:
(*Government Code §25103*)

APPROVED AS TO FORM:

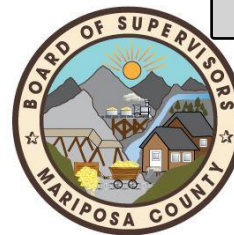
Rene LaRoche
Clerk of the Board

Steven W. Dahlem
County Counsel



MARIPOSA COUNTY

Fire • 209-966-4330



RESOLUTION - ACTION REQUESTED 2021-649

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Accept Awarded CCI Grant to for Purchase of Fuel Reduction Equipment

RECOMMENDATION AND JUSTIFICATION:

Accept California Climate Investments (CCI) Fire Prevention Grant Award through Cal Fire in the Amount of \$267,842.00 for Purchase and Maintenance of Equipment for Fuel Reduction Projects; Approve Grant Agreement; Authorize the Fire Chief to Sign Any Agreements or Documents Pertaining to This Grant (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Transferring Funds Within the Fire Budget to Cover Costs of Up Front Purchase (\$27,222).

A Caterpillar 299D3 Compact Track Loader tractor and a Model 309 Mini Excavator will assist to construct new and maintain existing strategic fuel breaks and treatments throughout Mariposa County. This equipment will provide the ability of annual treatment of existing and assist with fuel reduction projects that protect high fire severity communities in Mariposa County and Authorize the Fire Chief to Sign any Agreements or Documents Pertaining to this Grant (Subject to Approval as to Legal Form by County Counsel). As well as approve the associated budget adjustment to cover the up front purchase costs.

This awarded grant is being fully funded/reimbursed in the amount of \$267,842.00 with \$20,000 identified for maintenance costs as applied for under project #20-FP-MMU-0036. Due to increase in equipment pricing, purchase price exceeds planned grant submittal now totaling \$275,064.32 for the equipment. Balance of \$27,222 will be paid from Fire budget to facilitate purchase of equipment and take full advantage of grant monies as described in attached budget transfer.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board adopted resolution 2021-243 approving Mariposa County Fire to apply for this CCI grant to obtain tractor equipment such as Track Steer and small Excavator both with mastication ability and the power to work fuel break projects. These projects both planned and in need of maintenance are identified in the County's CWPP (Community Wildfire Protection Plan) and in line with Mariposa Cal Fire's Unit Fire Plan. Mariposa County Fire has limited resources to help maintain fuel reduction projects for the protection of communities. Cal Fire within Mariposa County has unit equipment that is shared amongst all projects between Mariposa-Madera-Merced counties leading to limited production time that could be increase if we had dedicated equipment for Mariposa County projects. This grant will allow for a cooperative effort between

Mariposa County and Cal Fire to commit equipment specific to Mariposa County fuel reduction projects. Cal Fire will assist with supplying equipment operators, providing maintenance, and moving the equipment as needed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Unable to increase production and maintenance of identified fuel breaks and fuel reduction projects as identified in cooperation with Cal Fire.

FINANCIAL IMPACT:

Grant award is for \$267,842.00 for the purchase and maintenance of tractor equipment. Awarded grant monies is for reimbursment costs back to the county. There will be upfront cost impact of \$247,842 with a 45 day reimbursement through grant process. Remainder(\$20,000) of Grant reimbursed within 45 days of submittal for maintenace costs. Due to increase in equipment pricing, purchase price exceed planned grant submittal. Balance of \$27,222 will be paid from Fire budget to facilitate purchase of equipment and take full advantage of grant monies as described in attached budget transfer.

ATTACHMENTS:

5GG20157 - Agreement (1) (PDF)

Cal-Fire-309-mini hex (3)(PDF)

Cal-fire-299D3-XE (6) (PDF)

Fire CCI Grant Budget Action (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
 SACRAMENTO, CA 94244-2460
 (916) 653-7772
 Website: www.fire.ca.gov



October 22, 2021

Mike van Loben Sels
 Mariposa County Fire Department
 PO Box 162
 Mariposa, CA, 95338

5GG20157; Mariposa County Fire Department., “Mariposa County Fuel Reduction Equipment Purchase”

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Brian Mattos/Madera-Mariposa-Merced Unit at (559) 706-8808 if you have questions concerning services to be performed.

1. ☒ Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Aaron Sabin at Aaron.Sabin@fire.ca.gov no later than **January 3, 2022.**

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
 CAL FIRE
 Attn: Grants Management Unit/FP Grants
 P.O. Box 944246
 Sacramento, CA 94244-2460

In order to expedite your agreement, a scanned/electronic signature copy of the agreement is preferred.

2. ☐ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Aaron Sabin
 Grants Analyst
 Grants Management Unit

CC: Brian Mattos
 Southern Region Grants
 Stella Chan

Enclosures

Attachment: 5GG20157 - Agreement (1) (RES-2021-649 : Accept Awarded CCI Grant to for Purchase of Fuel Reduction Equipment)

State of California
Department of Forestry and Fire Protection (CAL FIRE)
Office of the State Fire Marshal
GRANT AGREEMENT

APPLICANT: **MARIPOSA COUNTY FIRE DEPARTMENT**
PROJECT TITLE: **MARIPOSA COUNTY FUEL REDUCTION EQUIPMENT PURCHASE**
GRANT AGREEMENT: **5GG20157**

PROJECT PERFORMANCE PERIOD is from Date Upon Approval through March 15, 2024.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: This project will involve the purchase of a Caterpillar 299D3 Compact Track Loader tractor and a Model 309 Mini Excavator to construct new and maintain existing strategic fuel breaks and treatments throughout Mariposa County. This equipment will provide the ability to treat approximately 512 acres annually and will assist with fuel reduction projects that protect low-income and high fire severity communities in the WUI in Mariposa County.

Total State Grant not to exceed \$ **267,842.00** (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

MARIPOSA COUNTY FIRE DEPARTMENT

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant

By

Signature of Authorized Representative

Title **Mike van Loben Sels, Fire Chief**

Date

By

Title: **Mike Richwine, State Fire Marshal**

Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 5GG20157	PO ID	SUPPLIER ID 0000028196
FUND 3228	FUND NAME Greenhouse Gas Reduction Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING \$ 267,842.00
GL UNIT N/A	BUD REF 001	ADJ. INCREASING ENCUMBRANCE \$ 267,842.00
PROGRAM NUMBER 2470010	ENY 2020	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 5340580000	UNENCUMBERED BALANCE \$ 267,842.00
REPORTING STRUCTURE 35409205	SERVICE LOCATION 92017	

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Signature of CAL FIRE Accounting Officer

Date

Attachment: 5GG20157 - Agreement (1) (RES-2021-649 : Accept Awarded CCI Grant to for Purchase of Fuel Reduction Equipment)

GRANT NUMBER 5GG20157
 MARIPOSA COUNTY FIRE DEPARTMENT
 MARIPOSA COUNTY FUEL REDUCTION EQUIPMENT PURCHASE

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and, MARIPOSA COUNTY FIRE DEPARTMENT, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed two hundred sixty seven thousand eight hundred forty two (\$267,842.00).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY2021-2022
 - b. The submitted Application, Scope of Work, Project Budget Workbook, GHG Emissions Workbook and Exhibits
 - c. ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4124.5 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

GRANT NUMBER 5GG20157
MARIPOSA COUNTY FIRE DEPARTMENT
MARIPOSA COUNTY FUEL REDUCTION EQUIPMENT PURCHASE

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number 5GG20157.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

GRANT NUMBER 5GG20157
 MARIPOSA COUNTY FIRE DEPARTMENT
 MARIPOSA COUNTY FUEL REDUCTION EQUIPMENT PURCHASE

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: MARIPOSA COUNTY FIRE DEPARTMENT
Section/Unit: MMU/Madera-Mariposa-Merced Unit	Section/Unit: N/A
Attention: Brian Mattos	Attention: Mike van Loben Sels
Mailing Address: 5366 Highway 49 North, Mariposa, CA 95338	Mailing Address: P. O. Box 162, Mariposa, CA, 95338
Phone Number: (559) 706-8808	Phone Number: (209) 966-4330 Secondary: N/A
Email Address: brian.mattos@fire.ca.gov	Email Address: steven.ward@fire.ca.gov

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.
- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.

GRANT NUMBER 5GG20157
 MARIPOSA COUNTY FIRE DEPARTMENT
 MARIPOSA COUNTY FUEL REDUCTION EQUIPMENT PURCHASE

- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE. No person who, as an officer, employee, or agent of the state participated in the preparation or creation of or determination to award this Grant Agreement shall serve as an agent or employee of GRANTEE including but not limited to those acts prohibited by Government Code Sections 1090, and 87100.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.
- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Final Project Budget Detail, and made a part of this Agreement.

GRANT NUMBER 5GG20157
MARIPOSA COUNTY FIRE DEPARTMENT
MARIPOSA COUNTY FUEL REDUCTION EQUIPMENT PURCHASE

- c. Equipment purchased using GRANT FUNDS, wholly or in part, must be used by the GRANTEE for the project which it was acquired. STATE retains a vested interest in the equipment for the useful life of the equipment, even after completion of the grant. GRANTEE shall provide written disposition of the equipment upon completion of the grant and upon any changes to the disposition of the equipment. Such disposition must be approved in advance by STATE. Equipment purchased using GRANT FUNDS cannot be used as collateral, financed, or sold without prior written approval from the STATE.
- d. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the California Climate Investments Department of Forestry and Fire Protection Fire Prevention Program Procedural Guide FY 2020-2021 and FY2021-2022.
- e. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- f. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- g. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.
- h. GRANTEE shall submit each invoice for payment electronically to both the appropriate CAL FIRE Project Representative as identified in Item 2 and

GRANT NUMBER 5GG20157
 MARIPOSA COUNTY FIRE DEPARTMENT
 MARIPOSA COUNTY FUEL REDUCTION EQUIPMENT PURCHASE

Southern Region Email Address (SouthernRegionGrants@fire.ca.gov).
 Hard copy submissions will not be accepted.

- i. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment from the grant awarded to the GRANTEE if GRANTEE is a nonprofit organization, a local agency, a special district, a private forest landowner or a Native American tribe. Advance payment made by the STATE shall be subject to the following provisions.
- GRANTEE shall submit a written request identifying how funds will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
 - GRANTEE shall file an accountability report with STATE four months from the date of receiving the funds and every four months thereafter.
 - Multiple advance payments may be made to a GRANTEE over the life of a project.
 - No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. GRANTEE may request additional time to spend advance funds but must be approved in writing by the STATE. The balance of unspent advance payment funds not liquidated within the six-month spending period will be billed for the return of advanced funds to the STATE.
 - All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
 - Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE. The amount will be returned to the grant balance.
 - Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Fire Prevention Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer

GRANT NUMBER 5GG20157
MARIPOSA COUNTY FIRE DEPARTMENT
MARIPOSA COUNTY FUEL REDUCTION EQUIPMENT PURCHASE

an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds upon Project completion or grant expiration, whichever occurs first. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.
- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

GRANT NUMBER 5GG20157
 MARIPOSA COUNTY FIRE DEPARTMENT
 MARIPOSA COUNTY FUEL REDUCTION EQUIPMENT PURCHASE

8. Research

- a. GRANTEE that receives funding, in whole or in part, in the form of a research grant shall provide for free public access to any publication of a peer-reviewed manuscript describing STATE funded knowledge, STATE funded invention, or STATE funded technology shall be subject to the following conditions:
 - i. GRANTEE is responsible for ensuring that any publishing or copyright agreements concerning peer-reviewed manuscripts fully comply with this section
 - ii. GRANTEE shall report to STATE the final disposition of the peer-reviewed manuscript, including, but not limited to, if it was published, date of publication, where it was published, and, when the 12-month time period from official date of publication expires, where the peer-reviewed manuscript will be available for open access.
- b. For a peer-reviewed manuscript that is accepted for publication pursuant to the terms and conditions of this Agreement, the GRANTEE shall ensure that an electronic version of the peer-reviewed manuscript is available to STATE and on an appropriate publicly accessible repository approved by the state agency, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, the California State University's ScholarWorks at the Systemwide Digital Library, or PubMed Central, to be made publicly available not later than 12 months after the official date of publication. GRANTEE shall make reasonable efforts to comply with this requirement by ensuring that the peer-reviewed manuscript is accessible on an approved publicly accessible repository, including notifying the state agency that the manuscript is available on a state-agency-approved repository. If the grantee is unable to ensure that his or her manuscript is accessible on an approved, publicly accessible repository, the grantee may comply by providing the manuscript to the state agency not later than 12 months after the official date of publication.
- c. For publications other than those described in (b), including scientific meeting abstracts, GRANTEE shall comply by providing the manuscript to the STATE not later than 12 months after the official date of publication.
- d. The grant shall not be construed to authorize use of a peer-reviewed manuscript that would constitute an infringement of copyright under the federal copyright law described in Section 101 of Title 17 of the United States Code and following.
- e. Use of GRANT FUNDS for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution are

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MARIPOSA COUNTY FIRE DEPARTMENT
MARIPOSA COUNTY FUEL REDUCTION EQUIPMENT PURCHASE

allowable costs but must be within the GRANT FUNDS and item 4 of the agreement.

- f. GRANTEE may request a waiver to the publication requirement if GRANTEE has an existing publication requirement that meets or exceeds the requirements of the research provision. Waiver shall include information on GRANTEE's existing requirements. Approval of the waiver is at STATE's discretion.

9. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

10. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless

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includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

11. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

12. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

13. Conflict of Interest

GRANTEE or anyone acting on behalf of GRANTEE shall not have any conflicting personal and/or financial interests in carrying out the duties of the Agreement.

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14. Incorporation

The grant guidelines and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

15. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

16. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

17. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

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ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
3. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
4. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
5. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage:

<https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>.

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III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the “California Climate Investments” program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

“Funding for this project provided by the California Department of Forestry and Fire Protection’s Fire Prevention Program as part of the California Climate Investments Program.”

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at:

www.caclimateinvestments.ca.gov/logo-graphics-request.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

“MARIPOSA COUNTY FUEL REDUCTION EQUIPMENT PURCHASE, is part of California Climate Investments, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment– particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.”

California Department of Forestry and Fire Protection (CALFIRE)
California Climate Investments
Fire Prevention Program Grant Application
Fiscal Year 2020-21/2021-22 Funding Opportunity



Please request a Project Tracking # for each separate application by following the instructions in the 2020-21/2021-22 CCI Grant Guidelines on the [Fire Prevention Grants Web Page](#). Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PDT on May 19, 2021**. Grant awards are contingent upon appropriation from the [California Climate Investments](#), or other fund source, with up to \$165 million being awarded. Please note: Items marked in red are required.

1. **Project Tracking #:** 20-FP-MMU-0036

CalMapper ID:

Project Name/Title: Mariposa County Fuel Reduction Equipment Purchase

County: Mariposa

CAL FIRE Unit/Contract County (Please use this 3-letter Unit Identifier for file naming. See Question 14): MMU - Madera-Mariposa-Merced Unit

2. **Organization Type:** County

If Other, please specify:

If Non-Profit, are you a registered 501(c)(3)? ☐ Yes ☐ No

3. **Sponsoring Organization:** Mariposa County Fire Department

Project Manager

Title: Fire Chief

First Name: Mike

Last Name: van Loben Sels

Address Line 1: PO Box 162

Address Line 2: 4802 Highway 140

City: Mariposa

State: California

Zip Code: 95338

Phone Number: (209) 966-4330

Secondary Phone Number:

Email Address: steven.ward@fire.ca.gov

Fax Number:

Tracking #: 20-FP-MMU-0036

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Project Name: Mariposa County Fuel Reduction Equipment Purchase

Attachment: 5GG20157 - Agreement (1) (RES-2021-649 : Accept Awarded CCI Grant to for Purchase of Fuel Reduction Equipment)

4. For which primary activity is funding being requested? Fuel Reduction

5. **Grant Period:** Please provide the estimated start date and completion date for your project. Projects **MUST** be completed by March 15, 2025 or March 15, 2026, depending on the source of the funds awarded. Note that final billing is due 30 days after project completion. Please use MM/DD/YYYY format.

Project Start Date: 01/01/2022

Project Completion Date: 03/15/2024

6. **Limiting Factors:** Are there any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity?

☐ If checked, describe existing plan(s) and the limitations, if any, in the attached Scope of Work.

7. **Timber Harvest Plans:** For fuel reduction projects, is there a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE?

☐ If checked, provide the THP identification number and describe the relationship to the project in the attached Scope of Work document.

THP ID Number:

8. **Community at Risk:** Is the project associated with a community that is listed as a Community at Risk? See the list of [Communities at Risk](#) on the Office of the State Fire Marshal web page.

☒ Yes ☐ No

Number of Communities in the project area: 15

9. **Disadvantaged/Low Income Community:** Is the project associated with a low-income community that is listed as a Community at Risk? See the information on [Priority Population Investments](#) on the California Air Resources Board web page.

☒ Yes ☐ No

If Yes, select all that applies:

☐ Disadvantaged ☒ Low Income ☐ Both ☐ Buffer Zone

Tracking #: 20-FP-MMU-0036

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Project Name: Mariposa County Fuel Reduction Equipment Purchase

10. Describe how your proposal would reduce the total amount of wildfire (and thereby reduce wildfire emissions) around communities, homes, infrastructure, and other highly valued resources. Please focus on GHG benefits. (Limited to 700 characters.)

Acquisition of a Caterpillar 299D2XHP Compact Track Loader and Caterpillar 309 Excavator to masticate existing and new fuel breaks and treatments and remove hazardous fuels throughout Mariposa County will reduce fuel loading and improve the resilience of priority landscapes in the WUI. Fuels reduction at strategic locations will reduce the threat of catastrophic wildfire and thus reduce greenhouse gas emissions released by the combustion process. Removing under story brush and small diameter trees will reduce competition for resources and promote growth among mature over story pine, oak, cedar and fir trees which will increase their carbon storage.

11. Federal Responsibility Area: Does your project/activity include work on Federal Lands that might require NEPA, or use a framework similar to Good Neighbor Authority?

Non-Tribal Lands: ☐ Yes ☒ No If yes, how many acres?

Tribal Lands: ☐ Yes ☒ No If yes, how many acres?

12. Project Area Statistics: For all projects, provide an estimate of the Project Influence Zone (PIZ) acres and the Treatment Influence Zone (TIZ) acres.

PIZ - The Project influence Zone (PIZ) is the broad geographic area encompassing the neighborhoods or communities that the grant proposal is designed to protect with fuel reductions, public education, or planning activities. This can be the sum of all treatment areas or could include a buffer area around the planning/public education target. Please keep the PIZ from encompassing an overly large area, unless benefits are clearly defined in the Scope-of-Work.

TIZ - Treatments are areas within a PIZ, where on-the-ground activities are accomplished (e.g. hazard fuel reductions, shaded fuel breaks, masticating, etc.). There can be multiple discrete Treatment areas associated with a PIZ. Some projects (e.g. Planning & Public Education) may NOT have treatment areas.

	LRA	FRA	SRA
Project Influence Zone (PIZ)	200.00	200.00	9,700.00
Treatment Influence Zone (TIZ)			4,294.00

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Project Name: Mariposa County Fuel Reduction Equipment Purchase

13. **Project Budget:** What is the proposed budget? Please include a discussion of the project budget in the Scope of Work and enter the amount from the Project Budget workbook (.xls).

Budget Item	Amount
Grant Funding Requested (\$)	267,842.00

14. **Local Wildland Fire Risk Reduction Plans:** Is the project in, consistent with, or build on a larger plan that deals with the risk and potential impact to habitable structures in the WUI covered by this project? If so, discuss in the Scope of Work. **Select all that apply.**

- ☒ CAL FIRE Unit Strategic Fire Plan
- ☐ Homeowners' Association Plan
- ☐ Fire Safe Council Action Plan
- ☒ County Fire Department Strategic Fire Plan
- ☒ Local Fire Department Plan
- ☐ FIREWISE Community Assessment
- ☐ Other Local Plan (Identify in Scope of Work)
- ☐ Local Hazard Mitigation Plan
- ☒ Community Wildfire Protection Plan

15. **CEQA Compliance:** Describe how compliance with the California Environmental Quality Act (CEQA) will be achieved in the Scope of Work. Is there an existing (CEQA) document that addresses this project or can be used to meet CEQA requirements?

Please indicate the CEQA document type (For planning, education and other projects that are exempt from CEQA, select "Not Applicable"):

Not Applicable

Document Identification Number:

16. Have you applied for or received any other CAL FIRE Grants for this project?

☐ Yes ☒ No

If yes, please identify the other CAL FIRE grant program and how the additional grant will be or is being applied to this project.

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Project Name: Mariposa County Fuel Reduction Equipment Purchase

17. Application Submission:

Note to Applicant: If you modify the language contained in any part of this document, other than to fill in the blanks or to provide requested information, your application **will be rejected**.

Use the table below as a tool to make sure you have all documents ready prior to submitting the application.

Replace "XXXX" in the file name with the project's ID Number. Replace "UUU" in the file name with the 3-letter identifier for the Unit where the project is located. Unit identifiers are listed in the instructions for this application form.

Attachments	File Name
☒ Application Form (.pdf)	20-FP-UUU-XXXX-Application.pdf
☒ Scope of Work (.doc)	20-FP-UUU-XXXX-SOW.doc
☒ Project Budget (.xls)	20-FP-UUU-XXXX-Budget.xls
☒ Project Map (.pdf)	20-FP-UUU-XXXX-MAP.pdf
☐ Articles of Incorporation (.pdf) - Applies to Non-Profits only	20-FP-UUU-XXXX-AOI.pdf
☒ Mapping	Create a Geo Point & Polygon web link

I certify that the above and attached information is true and correct:

Mike Van Loben Sels

05/10/2021

Original Signature Required: Grantee's Authorized Representative

Date Signed

Mike van Loben Sels

Fire Chief

Printed Name

Title

Executed on: 05/10/2021

at

Mariposa, CA

Date

City

Please fill out this form completely. Be sure to save a copy of this form and all attachments for your records. Submit the application and all supporting materials to the SharePoint folder assigned to your tracking number **no later than 3:00pm PDT on May 19, 2021**. Please submit the documents as early as possible to avoid unanticipated issues. **Applications submitted or modified in the SharePoint folder after this date will be considered late.** Access to SharePoint after the due date may be revoked.

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Project Name: Mariposa County Fuel Reduction Equipment Purchase



California Department of Forestry and Fire Protection
(CAL FIRE) California Climate Investments
Fire Prevention Grants Program
Project Scope of Work



Project Name: Mariposa County Fuel Reduction Equipment Purchase

Project Tracking Number: 20-FP-MMU-0036

Project Description Summary: Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc. (Please type in blank space below. Please note there is no space limitations).

This project will involve the purchase of a Caterpillar 299D3 Compact Track Loader tractor and a Model 309 Mini Excavator to construct new and maintain existing strategic fuel breaks and treatments throughout Mariposa County. This equipment will provide the ability to treat approximately 512 acres annually and will assist with fuel reduction projects that protect low-income and high fire severity communities in the WUI in Mariposa County.

The overall project area encompasses the State Responsibility Area (SRA) in Mariposa County (443,613 acres). Existing/projected fuels projects cumulatively total approximately 4,900 acres and benefit approximately 5,000 habitable structures.

Individual projects exist in isolated areas around communities and population centers along favorable terrain features. This equipment will mechanically treat regrowth and tree mortality that has occurred within the footprint of numerous projects protecting the previous investment of public dollars by maintaining strategic fire defense systems constructed by the Mariposa County Fire Safe Council, US Forest Service, Bureau of Land Management, Mariposa County Fire and CAL FIRE Madera-Mariposa-Merced Unit.

A. Scope of Work

This item is broken into project specific criteria depending on the type of project being proposed: planning, education or hazardous fuel reduction. Please **answer one section of questions** that pertain to the primary activity type for your project.

Section 1: Hazardous Fuel Reduction/Removal of Dead or Dying Tree Projects

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit.

The geographic scope of this project is approximately 4,900 acres of private and public lands within the SRA throughout Mariposa County. The project protects Priority Landscapes and Vulnerable and Low-Income communities (See maps in 20-FP-MMU-0036-Maps). Many of the existing fuel breaks need maintenance and re-treatment. These fuel breaks include Grist Fuel Break (102 Acres); Starchman Fuel Break (33 Acres); El Portal Fuel Break (494 Acres); Boyer Road Fuel Break (107 Acres); Greeley Hill Fuel Reduction (2412 Acres); Lushmeadows Fuel Break (196 Acres); Stumpfield Mountain Fuel Break (706 Acres); Penon Blanco Road (47 Acres); Mount Bullion Ridge (274 Acres); Chamberlian Bear Creek Fuel Reduction

Project (300 Acres); Foran Fuel Reduction Project (65 Acres); Timbrush Fuel Break (149 acres). Reducing fuels around the High Fire Severity Risk communities of Bootjack, Coulterville, El Portal, Fish Camp, Foresta, Greeley Hill, Hunters Valley, Jerseydale, Lush Meadows, Mariposa, Midpines, Mormon Bar, Ponderosa Basin, Wawona, Yosemite Village, and Yosemite West will protect assets at risk, as well as providing increased protection to approximately 5,000 residential housing units in the County.

2. Describe the goals, objectives, and expected outcomes of the project.

Project goals are to purchase a Compact Track Loader Cat 299D3 and Mini Excavator that can be outfitted with several attachments including a landscape masticating head, brush rake, loader bucket, and grapple hook. These units will be used to maintain approximately 512 acres annually of existing strategic fuel breaks and treatments, remove tree mortality debris and logs from existing fuel breaks and treatments and along roadways throughout Mariposa County.

Expected outcomes are reducing the threat of catastrophic wildfire by reducing fuel loading, fuel ladders, and dead and dying trees that contribute to high severity wildfire. Another expected outcome is increased ability to protect communities from wildfire.

3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures in the WUI.

Removal of regrowth from existing fuel breaks and treatments that have been created in strategic locations to protect WUI communities in the last 10 to 15 years will reduce the buildup of fuels and eliminate fuel ladders, so that wildfires that do start will burn with less fireline intensities, lower flame lengths, and reduced crown fire potential from increased crown spacing. This will increase initial attack success, reducing the number of extended or major wildland fires.

4. Identify any additional assets at risk to wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers. Improvements within the project footprint and Project Influence Zone that will benefit from mechanical treatments of fuels are public infrastructure such hospitals, clinics, schools, and community centers that provide key services in this rural county with a population of less than 18,000 residents. Critical powerlines and substations, and radio and cellular communications towers will also be protected, as well as evacuation routes for the public and ingress/egress for first responders using roadways that have been treated. Additionally, this equipment will allow us to

Project Tracking Number: 20-FP-MMU-0036

provide additional protection against the high number of roadside ignitions that occur in Mariposa County.

5. Is the scale of the project appropriate to achieve the stated goals, objectives and outcomes discussed in Item 2 above?

Yes, adding this capacity to our ongoing program of work is appropriate and necessary to meet the stated goals. The Carr and Camp Fires (2018) and the Creek Fire (2020) reinforce the need to be proactive and retreat these strategically established fuel breaks to ensure their effectiveness for fire suppression forces, emergency evacuation, and the public living in or adjacent to them.

6. How will the project/activity utilize the leftover woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions?

This project will allow us to masticate material and leave woody biomass onsite which will inhibit regrowth and keep weeds down. There is currently a small-scale biomass plant planned for Mariposa County which will be utilized if it comes online within the grant period.

Section 2: Planning Projects

1. Describe the geographic scope of the project, including the communities that will benefit, and an estimate of the number of structures within the project area.
2. Describe how the project will assess the risks to residents and structures in the WUI and prioritize projects to reduce this risk over time.
3. Does the proposed plan add or build upon previous wildfire prevention planning efforts in the general project area?
4. Identify a diverse group of key stakeholders, including local, state, and federal officials where appropriate, to collaborate with during the planning process. Discuss how the project proponent plans to engage with these targeted stakeholders.
5. Describe the pathways for community involvement that will be incorporated in the planning process.

Section 3: Education

1. Describe the specific message of the education program and how it relates to reducing the risk of wildfire to owners of structures in the WUI.
2. Describe the target audience of the education program and how information will be distributed to this audience.
3. Will the education program raise the awareness of homeowner responsibilities of living in a fire prone environment?
4. Identify specific actions being advocated in the education material that is expected to increase the preparedness of residents and structures in the WUI for wildfire.

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- Describe the expected outcome of the education in terms of increased or changed public awareness about wildfire.

Answer only 1 set of questions from above, depending on your project; Fuel Reduction, Planning or Education. (Please type in blank space below. Please note there is no space limitations).

B. Relationship to Strategic Plans

Does the proposed project support the goals and objectives of the California Strategic Fire Plan, the local CAL FIRE Unit Fire Plan, a Community Wildfire Protection Plan (CWPP), County Fire Plan, or other long term planning document? (Please type in blank space below. Please note there is no space limitations).

Mechanical treatment of existing fuel breaks is a high priority goal of the CAL FIRE MMU Unit Fire Plan, the Mariposa County Fire and Local Hazard Mitigation Plans. The 2021 Mariposa County Community Wildfire Protection Plan lists Update Existing Fuels Treatments as Recommendation #6 in the Action Plan (Table 9).

C. Degree of Risk

- Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. Fire hazard severity zone maps by county can be accessed at: http://www.fire.ca.gov/fire_prevention/fire_prevention_wildland_zones_maps.php

Approximately half of the land area in Mariposa County is National Park or National Forest. It is mountainous, forested terrain with small communities scattered throughout. Please see attached CAL FIRE Priority Landscapes – Wildfire Risk to Communities Risk map, which shows 15 communities at High and Very High risk of wildfire.

- Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI.

Equipment purchased with this grant would be used to maintain and improve existing strategic fuel breaks and treatments designed to protect communities in the WUI, and to create and maintain additional fuel breaks and treatments. A large proportion of Mariposa County's approximately 18,000 residents live in the WUI and are a high and very high risk of wildfire.

D. Community Support

- Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?

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All Mariposa County Fire Department staff time and administration expense (indirect costs) are being included as a match for this equipment purchase, which is equivalent to approximately \$38,200.

2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project.

The Mariposa County Board of Supervisors formed a Fire Advisory Committee, chaired by Mariposa County Fire, with published agendas and public meetings, as well as regular updates at Board of Supervisors meetings, to keep the public informed about fire prevention efforts. This grant, if awarded, and the work facilitated by this equipment will be a part of regular communication with the Board of Supervisors and the public. Appropriate decals and acknowledgement of CAL FIRE funding will be applied to the equipment and visible to the public.

We have received letters of support from the Mariposa County Fire Advisory Committee, the South West Interface Team (SWIFT), Mariposa County Resource Conservation District, Mariposa County Sheriff, and California Office of Emergency Services for this proposal (attached).

3. Describe any plans to maintain the project after the grant period has ended.
It is the long-term goal of the Mariposa County Fire Department to continue to use this equipment once the grant period ends. Mariposa County Fire Department intends to coordinate with the Fire Safe Councils, CAL FIRE and others to use this equipment to maintain the network of fuel breaks/treatments that have been constructed and to develop new projects as they are identified and funded in the future.
4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?
Mariposa County Fire Department is a key partner and stakeholder in the construction of strategic fire defense systems and has a demonstrated history of being a leader in fuels reduction work in the county. We work with the Board appointed members of the Fire Advisory Committee, as well as other stakeholder groups and agencies to address fire hazard reduction at the landscape level. We will continue to engage with all stakeholder to reduce the risk and severity of wildfire, protect infrastructure and assets at risk, and defend the WUI and population centers.

E. Project Implementation

1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.

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We expect to purchase this equipment within one month of grant award and begin work immediately. The equipment will be used annually for approximately eight months (excluding four months of peak fire season due to high fire danger) as conditions allow.

2. Verify the expected timeframes to complete the project will fall under the March 15, 2024 deadline.

We expect that the equipment will be used through March 15, 2024 and beyond the grant period of performance.

3. Describe the milestones that will be used to measure the progress of the project.

Milestones for this project will include prioritization and identification of areas needing treatment annually, mobilization, completion of treated areas, GPS mapping of the treatments, and entry into CALMAPPER and unit GIS database.

4. Describe measurable outcomes (i.e. project deliverables) that will be used to measure the project's success.

We will be able to track acres treated and hours of operation of this equipment annually.

5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met?

This equipment will be used on existing or new projects that have CEQA clearance or exemptions on file (shovel ready projects).

F. Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project proponents having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support.

Mariposa County Fire Department has experience in planning, implementing and completing fuels treatment and reduction projects under the State Fire Prevention Fee grant program and has partnered with CAL FIRE and the Fire Safe Council to complete grant projects in the past. We manage a fleet effectively and will include this equipment in our ongoing program of equipment use and maintenance.

Project Tracking Number: 20-FP-MMU-0036

2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.

The Division Chief, Operations of the Mariposa County Fire Department will be responsible for tracking all grant project expenses, reporting requirements and record keeping for auditing purposes. That position is currently held by Chief Steve Ward.

G. Budget

A detailed project budget should be provided in an Excel spreadsheet attached to this grant application. The space provided here is to allow for a narrative description to further explain the proposed budget.

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant.

Reductions in eligible inmate firefighters used to staff fire crews used in fuels work has resulted in a 20% reduction in fire crews statewide. This reduction has had a direct negative impact on the ability to complete maintenance on existing fuels projects. Grant funds will be spent to acquire the equipment which can be used with attachments to mechanically re-treat previously constructed fuel breaks/treatments and construct new fuels projects as they become identified and funded. It will be included in our regular program of maintenance and servicing and used annually well beyond the grant period.

2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project.

County Fire staff researched a variety of equipment options and retailers and identified the best equipment at the best price to meet the strategic needs of the organization. Proposed costs are reasonable for the geographic area.

3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project?

Yes. Costs are reasonable and justifiable as compared to contracting for these same services. Purchase of the equipment is much less expensive than leasing due to

Project Tracking Number: 20-FP-MMU-0036

transportation costs, interest, and the high number of hours of operation the equipment is needed. Cost benefit analysis was performed on leasing vs direct purchase and no financial savings are realized in leasing the equipment. Another drawback to leasing is that the equipment is returned when the grant funds have been exhausted. Direct purchase allows for the continued operation and use to deal with increased wildfire occurrence and severity due to climate change.

4. Identify all Indirect Costs and describe why they are necessary for a successful project implementation. Administrative expenses to be paid by the Fire Prevention Grants must be less than 12% of the total grant request (excluding equipment).

There are no indirect costs identified in this project as this request is to provide funding for equipment acquisition and consumable supplies only.

The budget spreadsheet documents the direct cost of the equipment, California State sales tax and consumable supplies such as fluids and masticator teeth. There are no other costs or activities listed for funding requests in the submitted budget.

Administrative expenses of approximately \$25,000 (indirect costs) should be considered as an in-kind match, along with Mariposa County staff time of approximately \$13,200 to purchase equipment and manage grant reporting.

5. Explain each object category in detail and how that would support meeting the grant objectives.

The budget spreadsheet provides the in-kind value of County Fire grant administration in the Salaries and Wages category, the direct cost of the equipment in the Equipment Category, replacement parts and fluids in the Supplies category, and California State sales tax in the Other Category. There are no other costs or activities listed for funding requests in the submitted budget.

H. California Climate Investments

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

1. How will the project/activity reduce Greenhouse Gas emissions?

This project will reduce greenhouse gas emissions by reducing the threat of catastrophic wildfire and sequester carbon by removing understory brush and trees while retaining mature pine, fir, cedar and oak overstory. Retaining the shaded fuel break condition will allow the residual trees to sequester carbon at a faster rate by reducing competition for resources and providing additional growing space. Treated

Project Tracking Number: 20-FP-MMU-0036

areas will result in lower fire intensity and reduced fire effects through removal of understory brush and trees, and larger dead fuels (logs) from the landscape where present.

Projected use for each piece of equipment is a minimum of four days per week for eight months, or 128 days at six hours per day. The fuel consumption rate per the Caterpillar Performance Handbook on Estimating Costs is between 2.0 and -3.2 gallons of diesel per hour. This results in between 31.2 and 38.4 gallons of diesel per day. Total Fuel Consumption for both pieces of equipment would be between 3,993 and 4,608 gallons of diesel annually.

Existing fuel breaks have an estimated fuel loading of 5-10 tons per acre of brush and tree regrowth. Where tree mortality is present, this figure can rise to an estimated 50-500 tons per acre. The equipment can treat an average of four acres in a six-hour period in existing fuel breaks with 5-10 tons per acre.

2. Is the project located in a Low-Income or Disadvantaged Community? If not, does the project benefit those communities. Please explain.

The landscape of Mariposa County is almost 50 percent National Park and National Forest. In the inhabited area, almost 100 percent qualifies as Low-Income. Please see attached map 20-FP-MMU-0036- Map CAL FIRE Priority Landscapes – Low Income for a graphic illustration of the proportion of the County that qualifies as low-income. The only areas that don't qualify are the wilderness areas of Yosemite National Park which are uninhabited.

3. What are the expected co-benefits of the project/activity (i.e. environmental, public health and safety, and climate resiliency)?

Removal of brush and undergrowth will improve growing conditions for residual trees, which will allow for carbon to be sequestered at a faster rate. Healthy, well maintained forests and watersheds are resilient to wildfires. Reducing the severity and duration of wildfires, and improving the safety of the roadways will also contribute greatly to the overall economy of Mariposa County. Service industries serving tourists to the area and to Yosemite are the main economic driver in the County. When wildfires prevent tourists from visiting and staying at our hotels, shopping in our stores and eating in our restaurants, the entire economy of the County suffers. This equipment will benefit the environment and ecosystem services by improving the health of the forests, as well as protecting the WUI and businesses that support our economy.

4. When are the Greenhouse Gas emissions and/or co-benefits expected to occur and how will they be maintained?

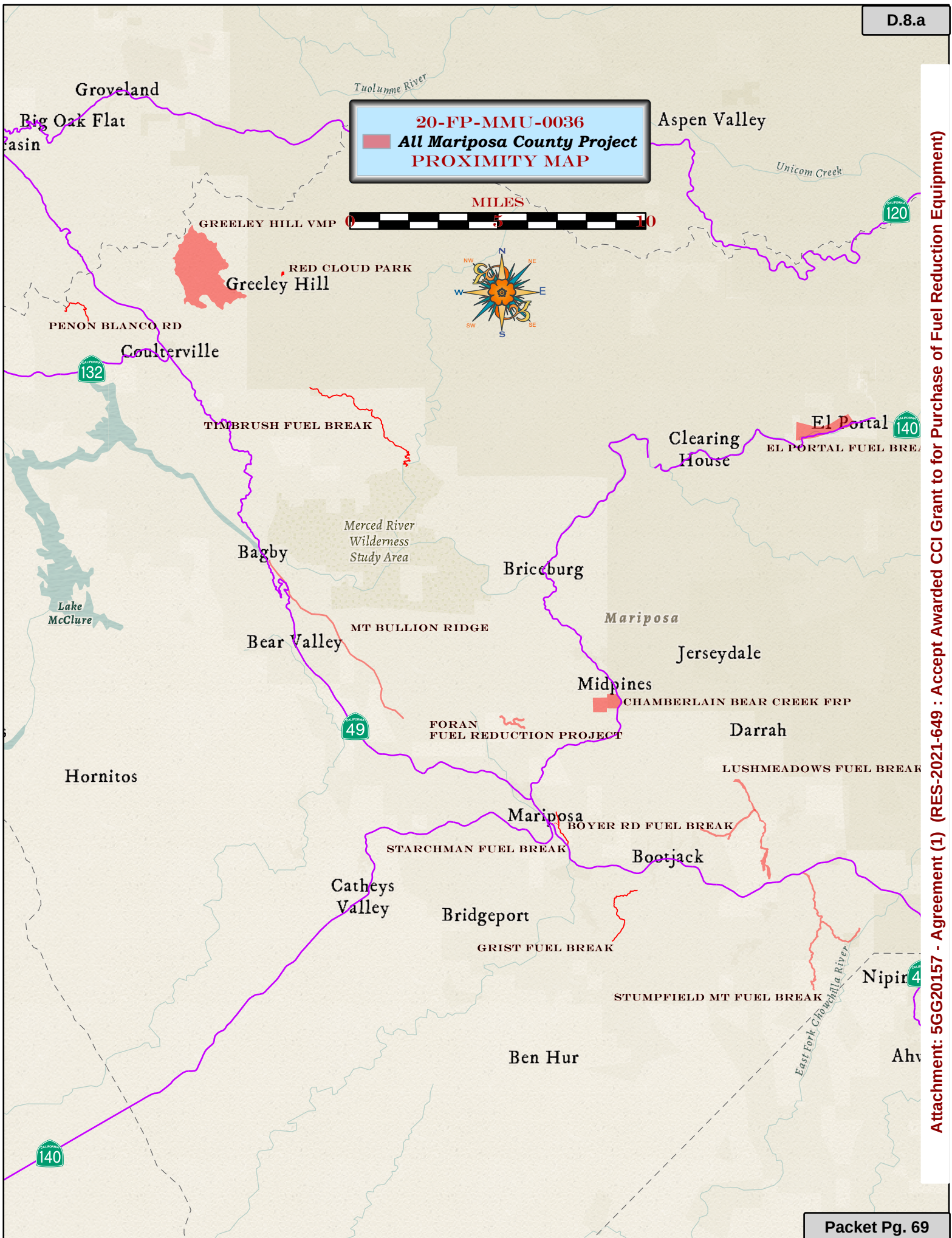
It is anticipated that Greenhouse Gas emissions and/or co-benefits can be realized immediately and they will be maintained through implementing a rotating schedule of treatments on a cycle of three to five years in frequency.

Tracking #: 20-FP-MMU-0036
Project Name: Mariposa County Fuel Reduction Equipment Purchase

Project Budget

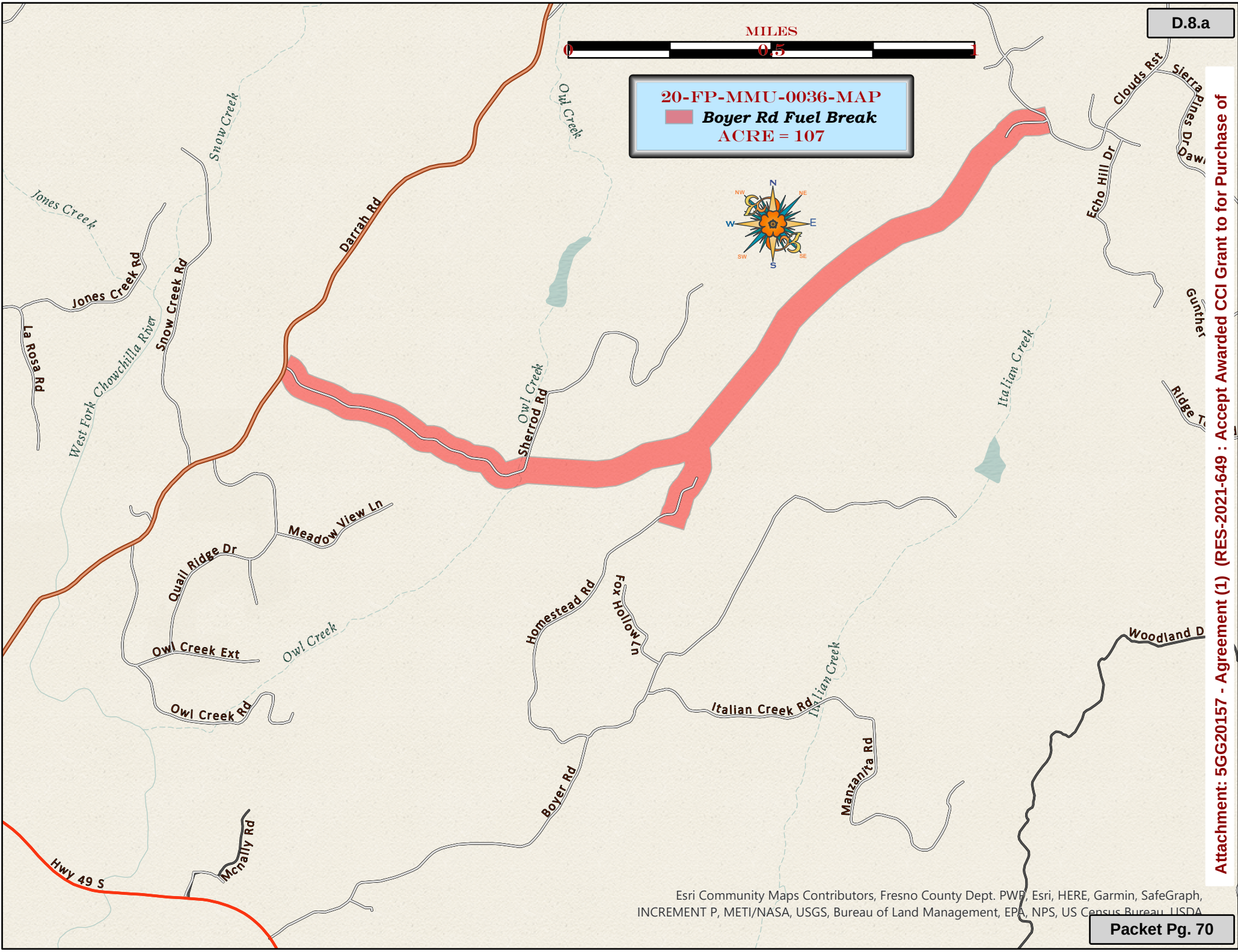
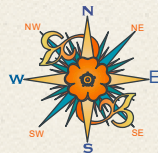
Budget Category	Item Description	Cost Basis			Cost Share (%)			Funding Source (\$)			Total (\$)
		Quantity	Units	Cost/Unit	Grant	Grantee	Partner	Grant	Grantee	Partner(s)	
A. Salaries and Wages											
	Mariposa County Fire Staff Time	200	Hours	\$ 66	0%	100%	0%	\$ -	\$ 13,200	\$ -	\$ 13,200
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Salaries and Wages:							\$ -	\$ 13,200	\$ -	\$ 13,200	
B. Employee Benefits											
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Hours	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Employee Benefits:							\$ -	\$ -	\$ -	\$ -	
C. Contractual											
		0	Report	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Acres	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Miles	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Contractual:							\$ -	\$ -	\$ -	\$ -	
D. Travel & Per Diem:											
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Days	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Travel & Per Diem:							\$ -	\$ -	\$ -	\$ -	
E. Supplies											
	Replacement parts and fluids	2	Each	\$ 10,000	100%	0%	0%	\$ 20,000	\$ -	\$ -	\$ 20,000
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Supplies:							\$ 20,000	\$ -	\$ -	\$ 20,000	
F. Equipment											
	Caterpillar 299D3XE Compact Track Loader	1	Each	\$ 94,321	100%	0%	0%	\$ 94,321	\$ -	\$ -	\$ 94,321
	Caterpillar 309 Compact Mini	1	Each	\$ 135,694	100%	0%	0%	\$ 135,694	\$ -	\$ -	\$ 135,694
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Equipment:							\$ 230,016	\$ -	\$ -	\$ 230,016	
G. Other Costs											
	Sales Tax 299D3XE	1	Each	\$ 7,310	100%	0%	0%	\$ 7,310	\$ -	\$ -	\$ 7,310
	Sales Tax 309 Excavator	1	Each	\$ 10,516	100%	0%	0%	\$ 10,516	\$ -	\$ -	\$ 10,516
			Each		0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
		0	Each	\$ -	0%	0%	0%	\$ -	\$ -	\$ -	\$ -
Sub-Total Other Costs							\$ 17,826	\$ -	\$ -	\$ 17,826	
Total Direct Costs								\$ 267,842	\$ 13,200	\$ -	\$ 281,042
Indirect Costs (Exclude Equipment)							0%	\$ -		\$ -	
Total Project Costs								\$ 267,842	\$ 13,200	\$ -	\$ 281,042
Less Program Income							\$ -			\$ -	
Total Grant Proposed Costs								\$ 267,842	\$ 13,200	\$ -	\$ 281,042

Attachment: 5GGG20157 - Agreement (1) (RES-2021-649 : Accept Awarded CCI Grant to for Purchase of Fuel Reduction Equipment)





20-FP-MMU-0036-MAP
Boyer Rd Fuel Break
ACRE = 107



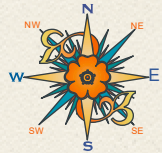
MILES

0.5

20-FP-MMU-0036-MAP

Chamberlain Bear Creek FRP

ACRE = 300



D.8.a

Midpines

Midpines Park

Chamberlain Rd

Cobey Ln

Oak Rd

Hwy 140

Bear Creek

Plumbar Creek

5S24a

4S08

Yosemite Oaks Rd Windsong Ln

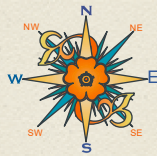
Esri Community Maps Contributors, Fresno County Dept. PWP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

Packet Pg. 71

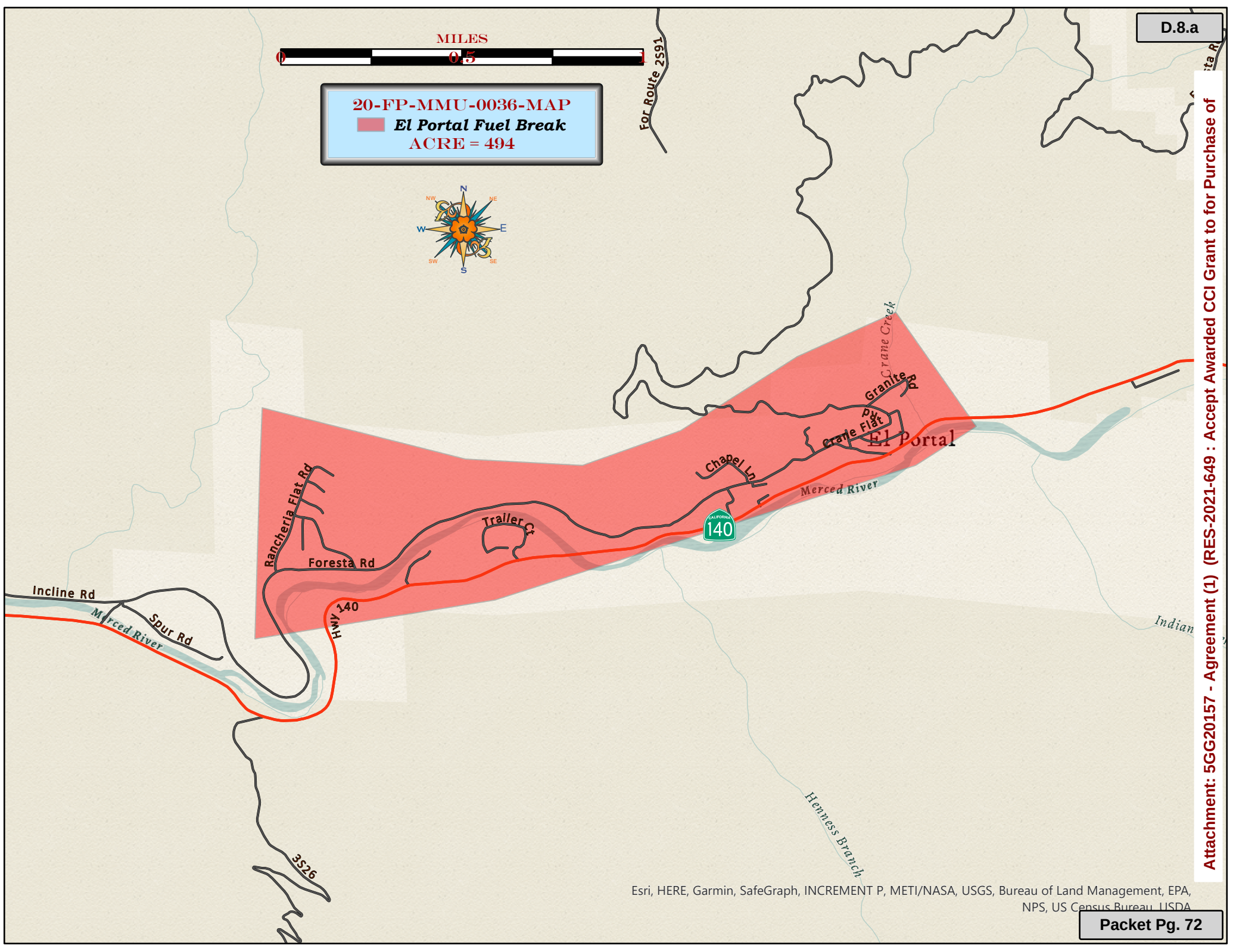
Attachment: 5GG20157 - Agreement (1) (RES-2021-649 : Accept Awarded CCI Grant to for Purchase of

MILES
0.5

20-FP-MMU-0036-MAP
El Portal Fuel Break
ACRE = 494

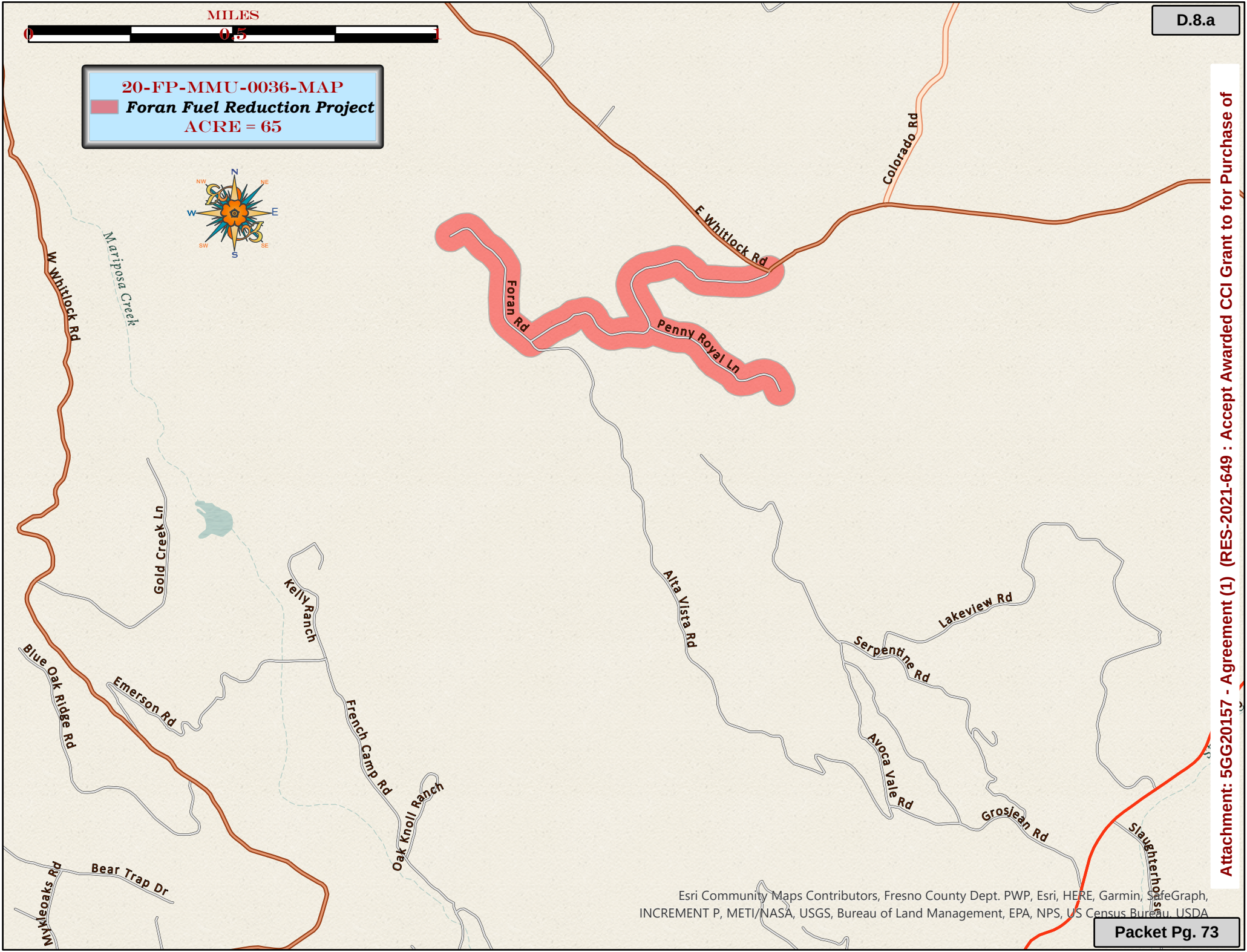
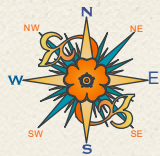


For Route 2591

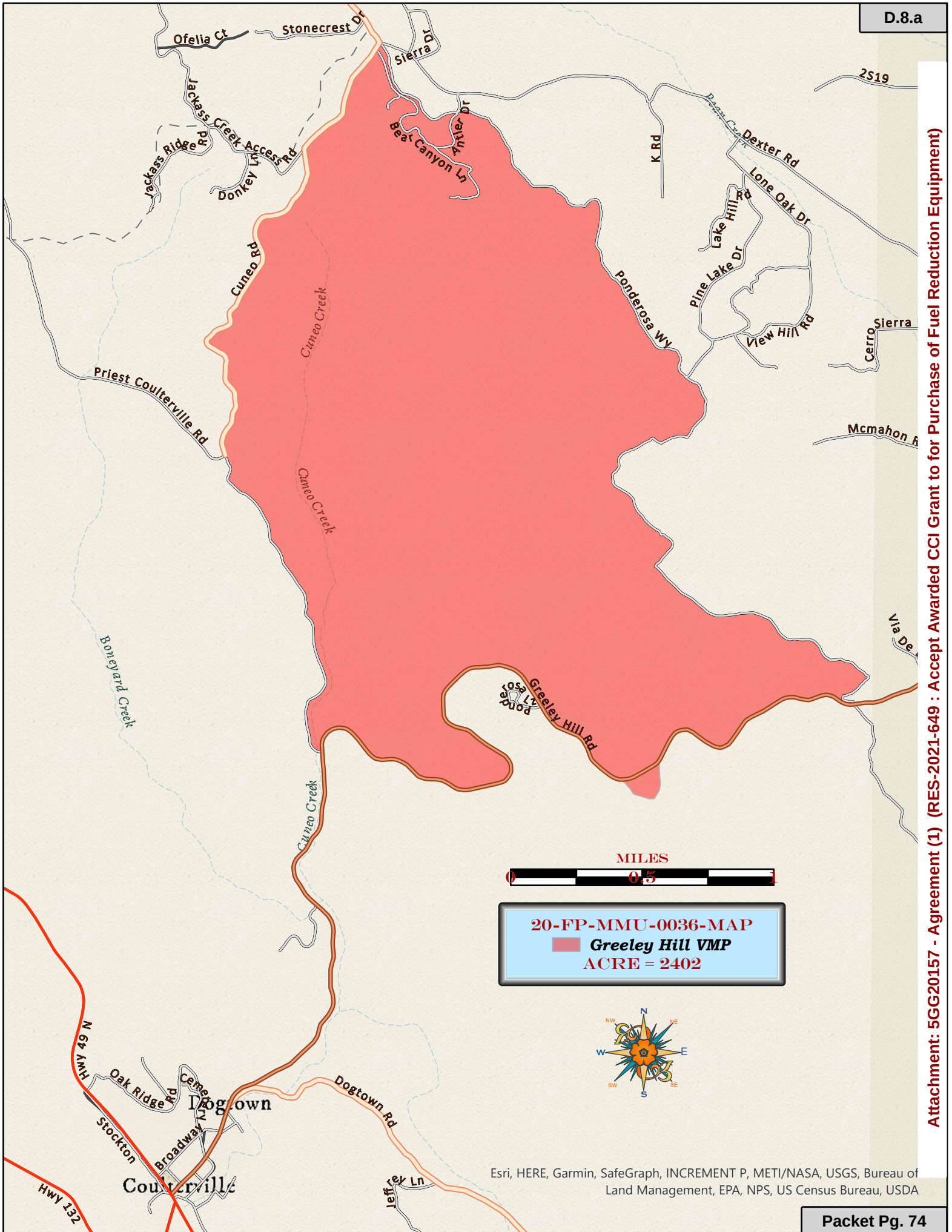




20-FP-MMU-0036-MAP
Foran Fuel Reduction Project
ACRE = 65



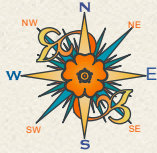
Esri Community Maps Contributors, Fresno County Dept. PWP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA



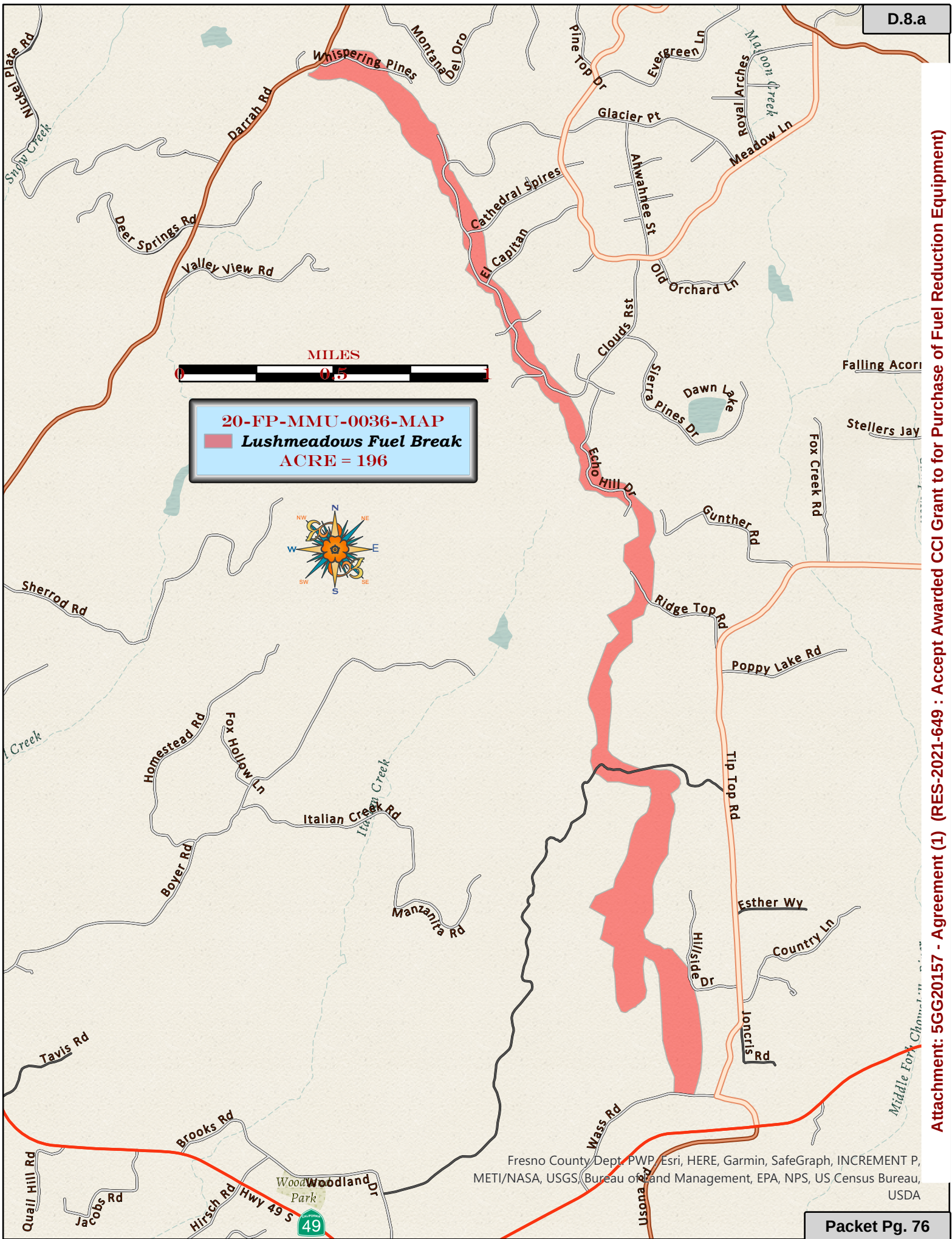
20-FP-MMU-0036-MAP

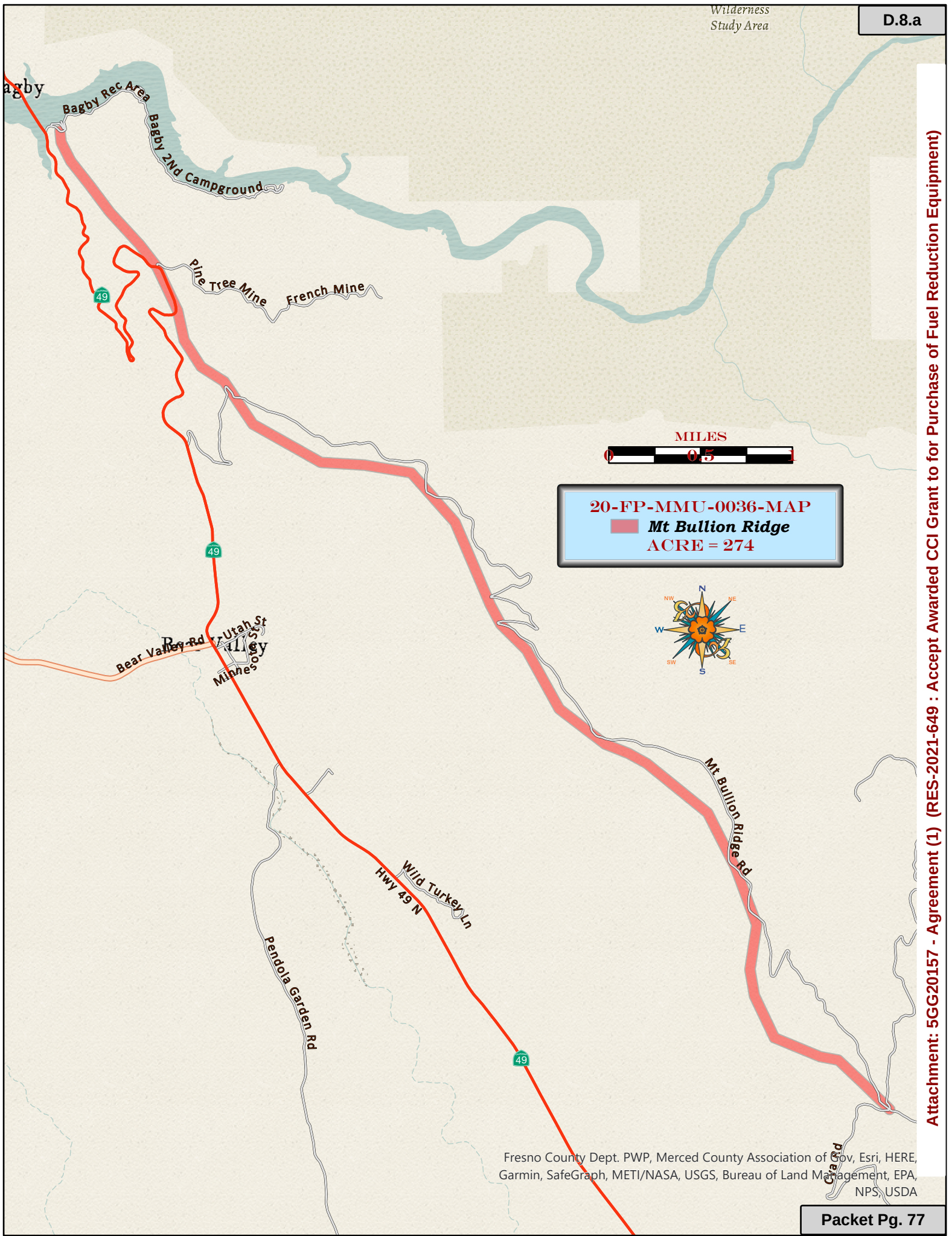
Grist Fuel Break

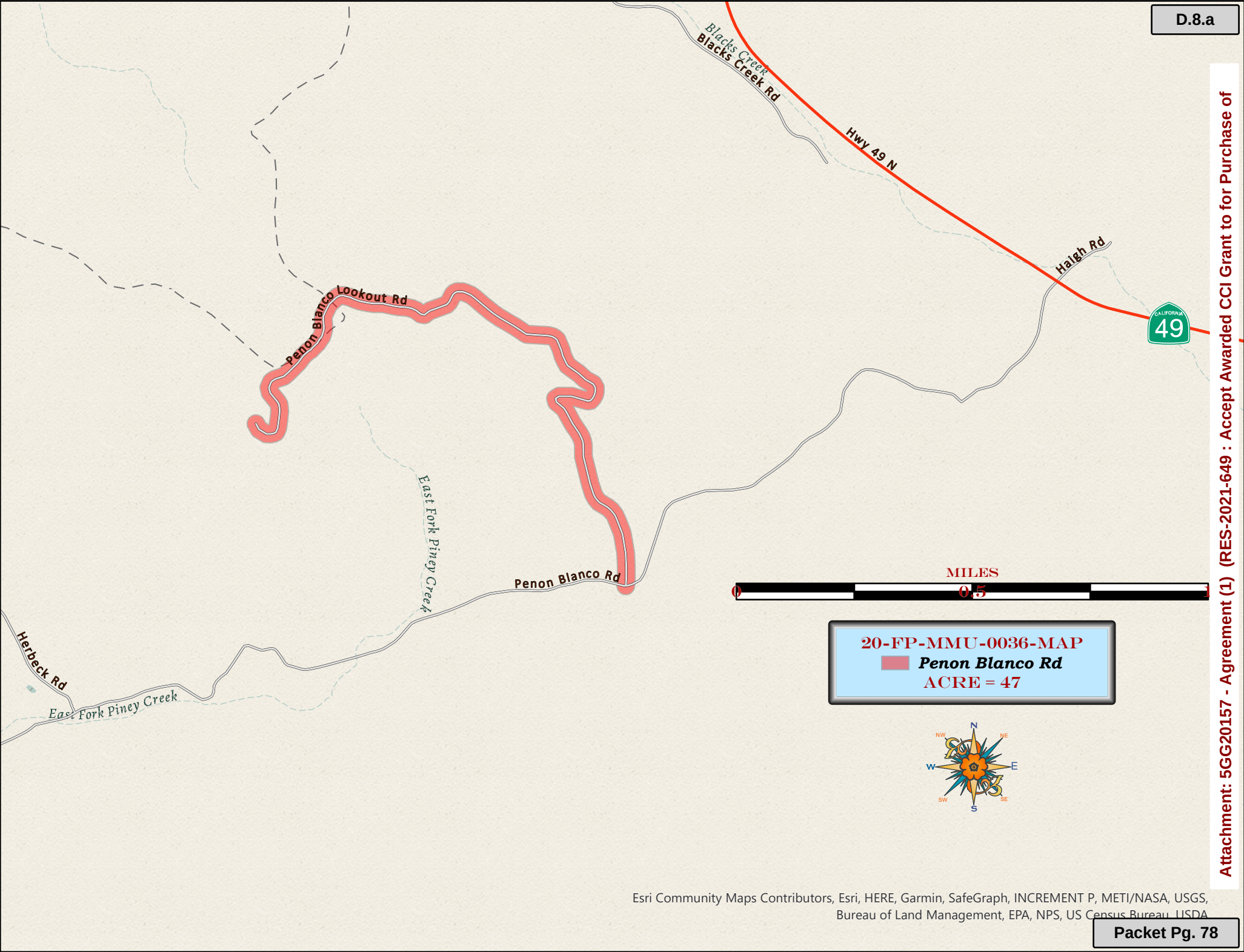
ACRE = 102



Esri Community Maps Contributors, Fresno County Dept. PWP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

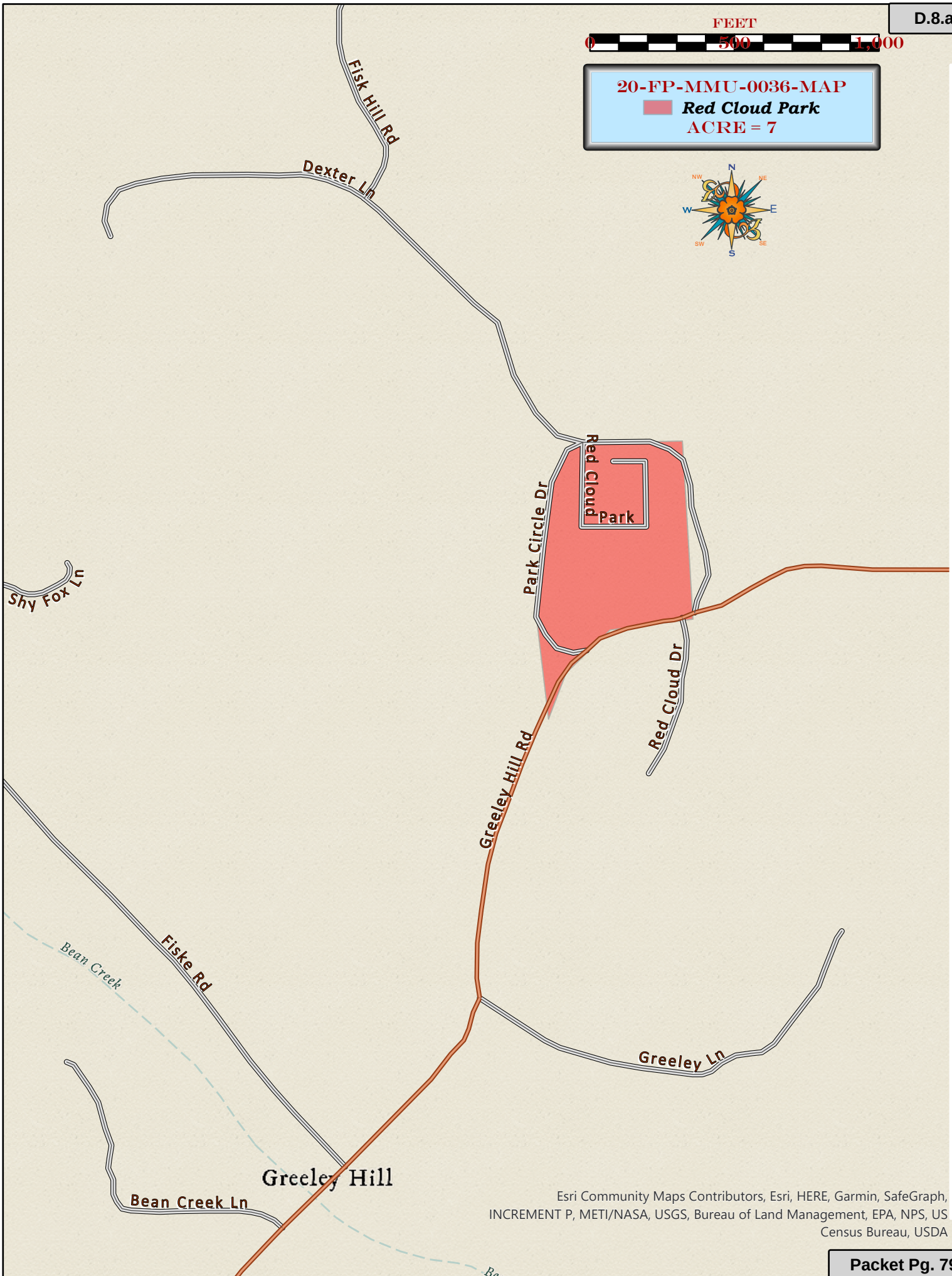
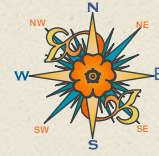






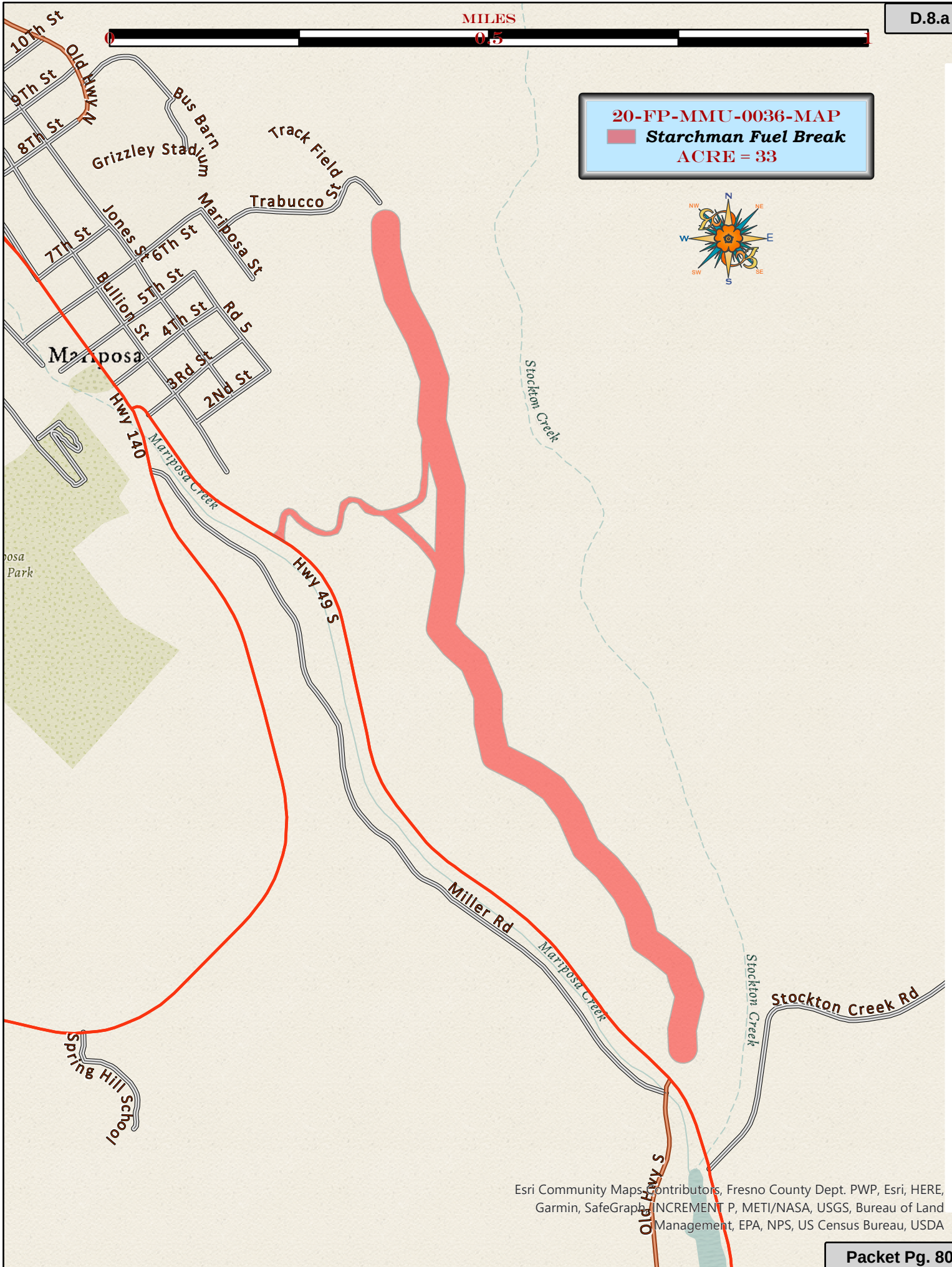
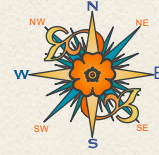


20-FP-MMU-0036-MAP
Red Cloud Park
ACRE = 7

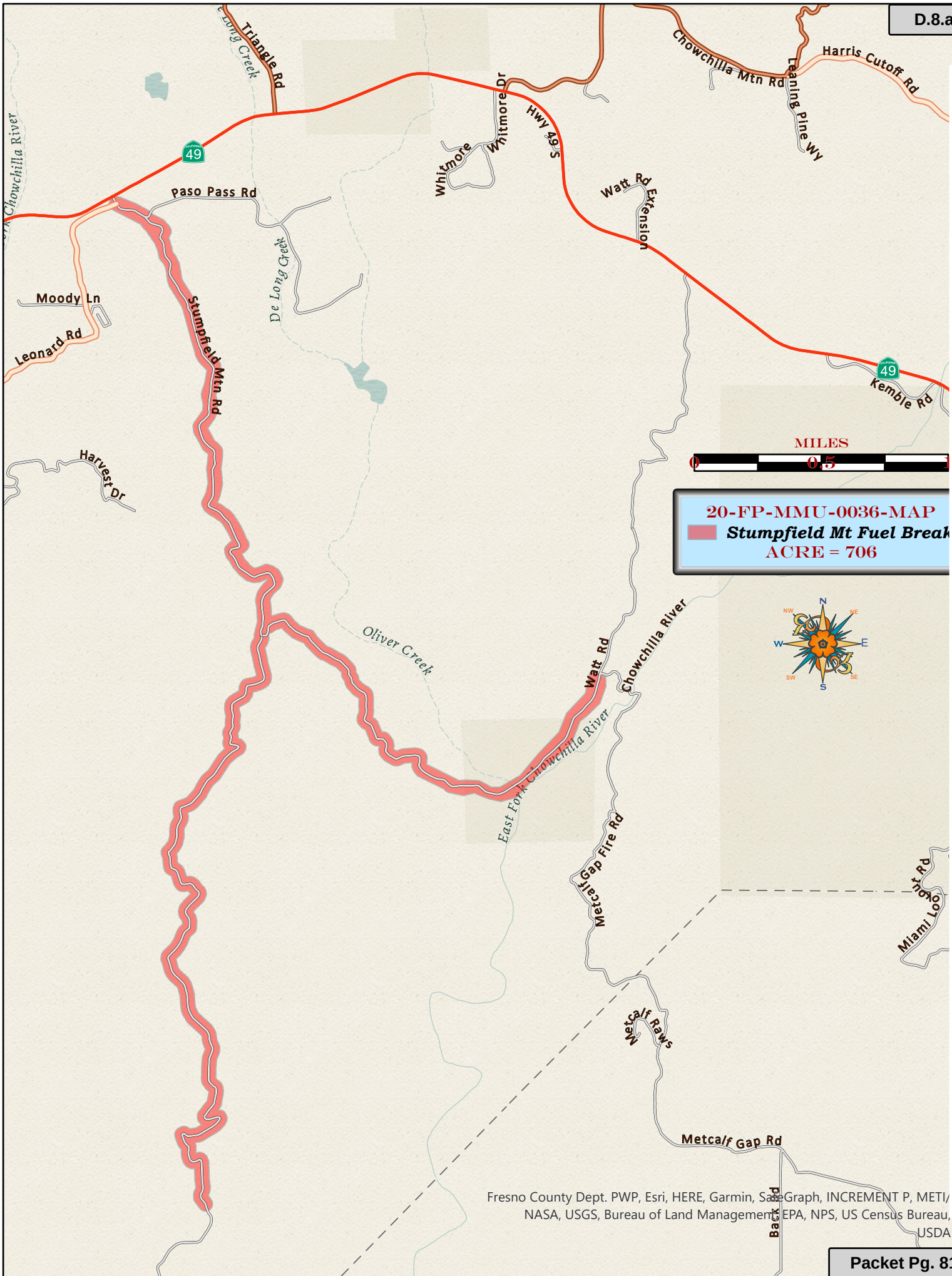


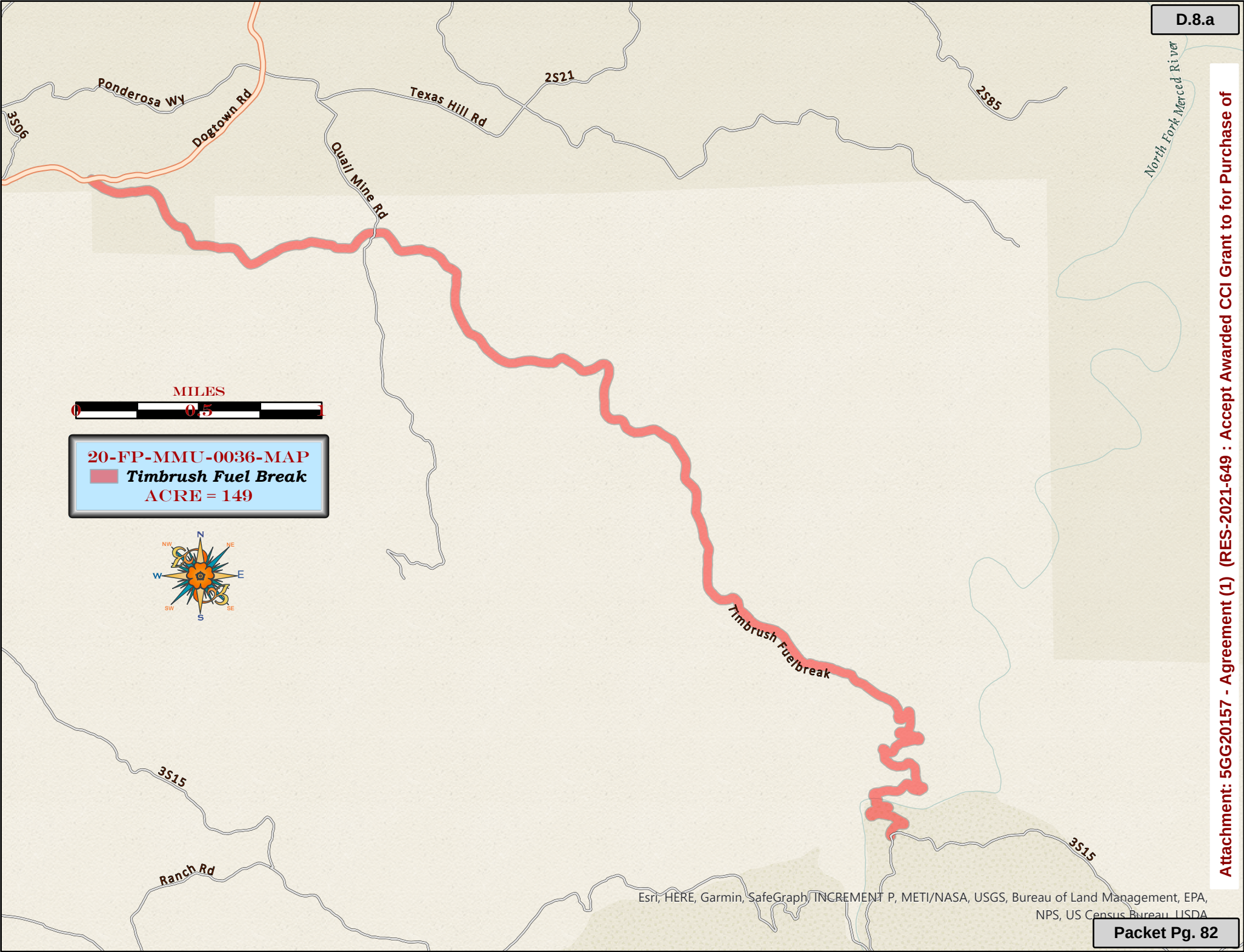
MILES
0.5

20-FP-MMU-0036-MAP
Starchman Fuel Break
ACRE = 33



Esri Community Maps Contributors, Fresno County Dept. PWP, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA





November 8,
2021**CAL FIRE MMU - 4914**

Account # 1238330
5366 STATE HIGHWAY 49N
MARIPOSA, California 95338
Attention: Marc Lingenfelter

New Caterpillar Model: 309 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: SERIAL NUMBER: YEAR: SMU:

ADDITIONAL SPECIFICATIONS

Reference #	Description of Material and Equipment	Reference #	Description of Material and Equipment
563-2067	309 07A CR MHE CFG16A	523-6409	MIRROR, RIGHT SIDE, REAR VIEW
0P-9003	LANE 3 ORDER	520-0778	CONTROL, QC, 3 LINE
563-2091	STICK, LONG, HIGH FLOW	516-1613	LINES, QC, LNG STK, 3 LINE
514-8055	LINES, BOOM	555-8731	FILM, COUPLER, ISO
514-8067	LINES, STICK	590-9287	ATHENS DEALER PDI + FUEL
567-3575	STD BLADE, LONG U/C, TG W/PAD	0P-4299	PACKING, LAST MILE PROGRAM
511-6217	LIGHTS, LED	504-6175	THUMB, HYD + COUPLER, PG, HYD, 8T
510-6070	SEAT, AIR SUSP, FABRIC, HEATED	555-8731	FILM, COUPLER, ISO
522-6475	MONITOR NG, ADVANCED LITE	571-3698	KIT, WINDOW, FRONT, POLYCARB
557-5123	PRODUCT LINK, CELLULAR PLE643	567-4592	KIT, GRD, FRONT, HEAVY DUTY
511-6235	CAMERA, REAR VIEW	567-4594	KIT, GRD, CAB, OVERHEAD
522-6460	CAT KEY, WITH PASSCODE OPTION	557-5072	KIT, SWITCH, MULCHER, 7-10T NG
523-3994	INSTRUCTIONS, ANSI	0P-4299	PACKING, LAST MILE PROGRAM
421-8926	SERIALIZED TECHNICAL MEDIA KIT	421-8926	SERIALIZED TECHNICAL MEDIA KIT
511-6211	LIGHT, REAR, LED	0P-9003	LANE 3 ORDER
511-4617	GUARD, TRACK GUIDING, CENTER	522-6460	CAT KEY, WITH PASSCODE OPTION
610-5484	ROTATING BEACON	561-8205	KIT, COUNTERWEIGHT, EXTRA

WARRANTY INFORMATION

Standard Warranty:	24 months / 2,000 hours
Extended Warranty:	309-48 MO/4000 HR POWERTRAIN + HYDRAULICS + TECH
CSA	Dry Parts Kit - 36 MO/1500 HR

SELL PRICE	\$146,725.66
EXT WARRANTY	Included
NET BALANCE DUE	\$146,725.66
SALES TAX (7.75%)	\$11,371.24
CSA	Included
AFTER TAX BALANCE	\$158,096.90

Attachment: Cal-Fire-309-mini hex (3) (RES-2021-649 : Accept Awarded CCI Grant to for Purchase of Fuel Reduction Equipment)

STANDARD EQUIPMENT

POWERTRAIN -CAT C3.3B diesel engine -US EPA Tier 4 Final/EU Stage VI -China NR III -ISO 9249/EEC 80/1270 -Rated net power 55kW/72hp -Electronic engine, turbo, DPF -Automatic engine idle -Automatic engine shut-off -Automatic swing brake -Automatic two speed travel -Fuel water separator with indicator -Radial seal air filter, double element -with warning indicator -

UNDERCARRIAGE -Greased and lubricated track -Hydraulic track adjusters -Tie down eyes on track frame -

HYDRAULICS -Smart tech electronic pump -Variable displacement piston pump -Load sensing/flow sharing hydraulics -Power on demand -Hydraulic temperature monitoring -Accumulator - certified -Hydro advanced hydraulic oil -

ELECTRICAL -90 ampere alternator -850 CCA maintenance free battery -Battery disconnect -Circuit breaker -Ignition key stop switch -Signaling/warning horn -Work lights: -- Cab, boom left, front right -- Courtesy safety light -

OPERATOR ENVIRONMENT -Sealed and pressurized cab -Ergonomic joysticks control levers -Adjustable wrist rests -Air conditioner/heater with defroster & -Automatic temp control -Coat hook -Color LCD monitor: -- Fuel level, coolant temp, & warning indicators -- Maintenance and machine monitoring -- Performance & machine adjustments -- Numeric security code -- Multiple languages -- Hour meter -- Ground level wakeup switch -- Jog dial control interface -Cup holder -Hydraulic lockout for all controls -LED interior light -Literature holder -Mirror rear view - Cab left -Molded footrests -Openable front windshield with assist & -integrated lower window -Rear window emergency exit -Removable washable floor mat -Retractable seat belt -Seat, fabric, high back, suspension -Travel control pedals with hand levers -Utility space for mobile phone -Front post mounted windshield wiper & -washer -Skylight -Mounting bosses for front & top guard

FLUIDS -Extended life coolant - 37C -Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT -Accumulator, certification -Caterpillar corporate "one key" system -Door locks on cab door and external -enclosure doors -Lockable fuel cap -Beacon Socket -Ecology drain - engine -Radial seal engine air filter, double -element with restriction indicator -Side by side engine & hydraulic oil -cooler -Hydraulic fluid temperature monitoring -Joystick travel and steering mode -Travel cruise control -High definition hydraulics -- load sensing/flow sharing -Power on demand -Rear reflectors -Roll over protective structure (ROPS) -(ISO 12117-2) -Product link elite lite (regulations -apply) -Auxiliary hydraulic lines: -- 1-way and 2-way (combined function) -- Auxiliary line quick disconnects -- In cab adjustable auxiliary flow -- Continuous flow -

This quote is good for (30) days. Any machine quoted outside of HOLT of CALIFORNIA's inventory is subject to revision All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within HOLT of CALIFORNIA's Dealership territory for two years or unless the machine has at least 1000 hours if delivered outside of Holt's territory.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICE. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THE AGREEMENT.

Accepted by _____
(Please Print)

Date, _____

Signature _____

Sincerely,
Louie Soares
Machine Sales Representative
Holt of California
Isoares@holtca.com
209-401-4445

November 8,
2021**CAL FIRE MMU - 4914**

Account # 1238330
 5366 STATE HIGHWAY 49N
 MARIPOSA, California 95338
 Attention: Marc Lingenfelter

New Caterpillar Model: 299D3XE Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: SERIAL NUMBER: YEAR: SMU:

ADDITIONAL SPECIFICATIONS

Reference #	Description of Material and Equipment	Reference #	Description of Material and Equipment
512-4300	299D3 XE COMPACT TRACK LOADER	579-8782	FAN, COOLING, DEMAND, REVERSING
0P-9003	LANE 3 ORDER	566-7115	PRODUCT LINK, CELLULAR PL243
588-9141	CAB PACKAGE, ULTRA	589-8296	QUICK COUPLER, MANUAL
512-3929	RUBBER BELT, 2 SPD, TF IDLERS	563-1163	CERTIFICATION ARR, P65
389-7672	TRACK, RUBBER, 450MM(17.7IN) BLCK	512-4284	INSTRUCTIONS, ANSI, USA
512-3479	DEBRIS MANAGEMENT PKG, (DM2)	421-8926	SERIALIZED TECHNICAL MEDIA KIT
495-1671	LIGHTS, LED	563-7518	MOUNTING, FIRE EXTINGUISHER
356-6082	REAR LIGHTS	345-5148	COUNTERWEIGHT, MACHINE, EXTERNAL
586-1308	DOOR, CAB, POLYCARBONATE	435-9238	FILM, SELF LEVEL, ANSI
345-6180	STANDARD RADIO(12V), BLUETOOTH	422-3445	FILM, RIDE CONTROL, ANSI
542-6995	SEAT BELT, 3"		

WARRANTY INFORMATION

Standard Warranty:	24 months / 2,000 hours
Extended Warranty:	299-36 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH
CSA	Dry Parts Kit - 36 MO/1500 HR

SELL PRICE	\$108,554.45
EXT WARRANTY	Included
NET BALANCE DUE	\$108,554.45
SALES TAX (7.75%)	\$8,412.97
CSA	Included
AFTER TAX BALANCE	\$116,967.42

Attachment: Cal-fire-299D3-XE (6) (RES-2021-649 : Accept Awarded CCI Grant to for Purchase of Fuel Reduction Equipment)

STANDARD EQUIPMENT

POWERTRAIN -Cat C3.8 turbo aftercooled diesel engine --Gross horsepower per SAE J1349 -110 hp (82 kW) @ 2400 RPM --Electric fuel priming pump --Air inlet heater starting aid --Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Filter, cartridge type, hydraulic -Filters, canister type, fuel -and water separator -Radiator/hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, -wet multi disc parking brakes -Hydrostatic transmission

UNDERCARRIAGE -Triple flange idler - front and rear -Suspension - independent torsion axle(4) -Two speed travel with ride control -

HYDRAULICS -High flow: 40 gpm (150 lpm) max -High flow Pressure: 4061 psi -28000 kPa max -Continuous flow -Hydraulics, proportional -Worktool harness -CONTROLS: -Electro/hydraulic implement control -Electro/hydraulic hydrostatic -Transmission control -Speed Sensor Guarding -

STARTERS, BATTERIES, & ALTERNATORS -1000 CCA heavy duty battery w/disconnect -

ELECTRICAL -12 Volt electrical system -100 ampere alternator -Ignition key start / stop / aux switch -Lights: --Gauge backlighting --Two rear tail lights --Dome light -Backup alarm -Electrical outlet, beacon -

OPERATOR ENVIRONMENT -Operator warning system indicators: --Air filter restriction --Alternator output --Armrest raised / operator out of seat --Engine coolant temperature --Engine oil pressure --Air inlet heater activation --Hydraulic filter restriction --Hydraulic oil temperature --Park brake engages --Engine emission system -Gauges: DEF level, fuel level, -hour meter and tachometer -Storage compartment with netting -Seat, comfort, air suspension, cloth, -heat --High back heated seat with recline --Lumbar support --Fully adjustable seat mounted -controls -Ergonomic contoured armrest -Control interlock system, when operator -leaves seat or armrest raised : --Hydraulic system disables --Hydrostatic transmission disables --Parking brake engages -ROPS, Cab, enclosed (C3), tilt up: --Air conditioner incl heater/defroster --Side windows --Cup holder -FOPS, Level I -Top and rear windows -Deluxe headliner -Floormat -Interior rear view mirror -12V Electric socket -Horn -Hand (dial) & foot throttle, electronic -Dual direction electronic self level - -(raise and lower) -Work tool return to dig -Work tool positioner -Electronic snubbing (lift) -Advanced LCD display --Full color 5 inch LCD screen --Advanced anti-theft security system -with 50 user code capability --Rear view camera

FRAMES -Lift linkage, vertical path -Chassis, one piece welded -Machine tie down points (6) -Belly pan cleanout -Support, lift arm -Cast rear bumper -Ventilated rear door with integrated -sealing

OTHER STANDARD EQUIPMENT -Engine enclosure - lockable -Extended life antifreeze (-37C, -34F) -Work tool coupler -Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat ToughGuard TM hose -Heavy duty quick disconnects with -integrated pressure release -Split d-ring to route work tool hoses -along side of left lift arm -Variable speed hydraulic cooling fan -Per SAE J818-2007 and EN 474-3:2006 and -ISO 14397-1:2007

This quote is good for (30) days. Any machine quoted outside of HOLT of CALIFORNIA's inventory is subject to revision All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within HOLT of CALIFORNIA's Dealership territory for two years or unless the machine has at least 1000 hours if delivered outside of Holt's territory.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICE. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THE AGREEMENT.

Accepted by _____
(Please Print)

Date, _____

Signature _____

Sincerely,
Louie Soares
Machine Sales Representative
Holt of California
Isoares@holtca.com
209-401-4445

Attachment: Cal-fire-299D3-XE (6) (RES-2021-649 : Accept Awarded CCI Grant to for Purchase of Fuel Reduction Equipment)

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	228	60623		CCI Grant	275,064	
1001	228	45547		CCI Grant	(247,842)	
1001	228	60131				13,611
1001	228	60132				13,611
TOTALS					27,222	27,222

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
TOTALS					0	0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending the total amount available in the county budget, or in any one fund of the budget , or transferring appropriation from Contingencies

() Transfer by Board of Supervisors (3/5ths Vote Required): Moving existing appropriations from one budget to another, or between categories within a budget unit;

DEPT HEAD SIGNATURE

DATE

APPROVED BY RES NO.

CLERK

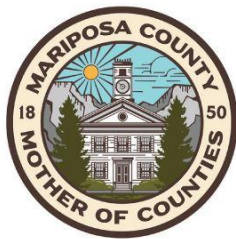
DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2000

Attachment: Fire CCI Grant Budget Action (RES-2021-649 : Accept Awarded CCI Grant to for Purchase of Fuel Reduction Equipment)



MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-650

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Ratify the Acceptance of Approval for StataCorp, LLC Purchase Terms and Conditions

RECOMMENDATION AND JUSTIFICATION:

Ratify the StataCorp, LLC Purchase Terms and Conditions, effective October 12, 2020 and automatically renew every 12 months thereafter until cancelled.

The County currently has an agreement with StataCorp to provide data tracking software to the Health and Human Services Agency. The term of the agreement is October 12, 2020 through November 11, 2021. This agreement was approved and executed by County Counsel. It is requested that the Board ratify this agreement since Mariposa County Code mandates that the Board of Supervisors review and approve all agreements with a term longer than one year.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors has not approved any prior agreements with StataCorp, LLC.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Failure to ratify the Purchase Terms and Conditions will result in the County's inability to provide payment for services in accordance with Mariposa County Code

FINANCIAL IMPACT:

There is no impact to the General Fund. The costs of this agreement will be paid by COVID grants funding within the Health Division budgets.

ATTACHMENTS:

RR Memorandum to end 11.11.2021- Wc.c.signature (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

cc: auditor

MEMORANDUM FOR ROUTING AGREEMENTS NOT REQUIRING BOARD APPROVAL**Please complete the following required information**Is this a digital signature request? Yes ☐ No ☒ (If no, please provide two original copies)Is this agreement the standard County Form? Yes ☐ No ☒ (If no, please answer the following question)Has this non-standard agreement been vetted by County Counsel? Yes ☒ No ☐ (If yes, provide approval via email) - (If no, please send to County Counsel for vetting)To: Danielle Bondshu or Tracy Gauthier Dept.: Clerk of the Board Date: 12/11/2020From: Randy Ridenhour Agreement with: StataCorp LLCVendor/Contractor/Title: _____ V/C Email: _____
(Name of person signing with signature authority) (Title) (Email of signee)For: Data Tracking Software Term: 10/12/2020-11/11/2021
(Provide a brief description of the service provided or product purchased, i.e. (Enter beginning "to" end - Must be 1 year or less)
"Police service dog training", "Annual Senior Health Fair", "Telephone Crisis Support")Is this an Amendment to an Agreement? Yes ☐ No ☒**NOTE: If yes, please provide a copy of all prior amendments as well as the initial agreement**

* Check the type of agreement being submitted below and enter the dollar amount

Purchasing (County Code Chapter 3.08, Ordinance no. 1124):☒ \$ 1,130 **DEPARTMENT HEADS (Asst. Purchasing Agent) -Section 3.08.050 – Under \$10,000:**
Assistant Purchasing Agents-Department Heads are authorized to obtain services, supplies and equipment; (Amount limited to what is budgeted and must be a one year, or less, contract term.)
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)☐ \$ _____ **CAO (Purchasing Agent) -Section 3.08.090 – Under \$50,000:**
(Amount limited to what is budgeted and must be a one year, or less, contract term.)**Other:**☐**Res. 05-117 and 04-346 – Indemnification Agreements**☐**Interdepartmental Agreements****When using the standard UNCHANGED County agreement template:**

- 1) Email the unsigned digital documents (agreement and new routing slip **as one document**) to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for digitization and procurement of signatures.

When changes have been made to the county agreement template, or when using a non-county agreement:

- 2) Email to County Counsel's Office for vetting (without routing slip.)
- 3) Once vetted, submit to COB per Step number 1 above.

* Email completed form, agreement per above instructions to the Clerk of the Board's Office (Not to Admin)

Revision Date: 08-20

Effective Date: 08-11-2020

Re: Agreement needed for a Stata purchase?

Steve Dahlem <sdahlem@mariposacounty.org>

Mon 11/30/2020 10:14 AM

To: Randy Ridenhour <rridenhour@mariposacounty.org>

Cc: Rhonda Scherf <rscherf@mariposacounty.org>; Jacqueline Coffman <jcoffman@mariposacounty.org>

You do not need to create an agreement. You just need to send the invoice, purchase agreement, and end user license agreement to the COB's office for routing.

Steven W. Dahlem
County Counsel/Risk Manager
Tel: (209) 966-3222t
Fax: (209) 966-5147
sdahlem@mariposacounty.org

CONFIDENTIALITY NOTICE: This communication is intended for the use of the individual or entity to which it is addressed and may contain attorney work product and/or attorney client information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication in error is strictly prohibited. If you have received this communication in error, please notify our office by reply e-mail or telephone and immediately delete this communication and all its attachments.

From: Randy Ridenhour <rridenhour@mariposacounty.org>

Sent: Monday, November 30, 2020 10:06 AM

To: Steve Dahlem <sdahlem@mariposacounty.org>

Cc: Rhonda Scherf <rscherf@mariposacounty.org>; Jacqueline Coffman <jcoffman@mariposacounty.org>

Subject: Agreement needed for a Stata purchase?

Hi Steve,

Attached is an invoice and the Purchase terms for Stata corp.

Eric purchased data tracking software for COVID, and the Auditor's office returned the invoice to us without issuing payment because there is no contract agreement in place.

Do we need to create an agreement with Stata for this purchase?



Randy Ridenhour

Sr. Administrative Analyst

Administration

Mariposa County Health & Human Services Agency

Street Address: 5362 Lemee Lane, Mariposa, CA 95338

Mailing Address: P.O. Box 99, Mariposa, CA 95338

Phone: 209.742.0922

Fax: 209.966.8251 Confidential PHI Fax: 209.742.0996

This electronic message may contain information that is confidential and/or legally privileged.

It is intended only for the use of the individual(s) and entity named as the recipients in the message. If you are not an intended recipient of the message, please notify the sender immediately and delete the material from any computer. Do not deliver, distribute, or copy this message, and do not disclose its contents or take action in reliance on the information it contains.

From: Jacqueline Coffman <jcoffman@mariposacounty.org>

Sent: Monday, November 30, 2020 9:17 AM

To: Randy Ridenhour <rridenhour@mariposacounty.org>

Subject: FW: StateCorp Invoice

Hi Randy,

Please see Co Counsels answer below.

Thanks,

Attachment: RR Memorandum to end 11.11.2021- Wc.c.signature (RES-2021-650 : Ratify the Acceptance of Approval for StataCorp, LLC

 StataCorp LLC

October 12, 2020
 Invoice Number 483309-971666
 Ship by Email

Proforma invoice

Bill to:
 Eric Sergienko
 5362 Lemee Ln
 Mariposa CA 95338-9556

Deliver to:
 Eric Sergienko
 5362 Lemee Ln
 Mariposa CA 95338-9556

Quantity	Description	Unit Price	Total
1	Stata/IC annual network renewal 16 Expires 20211111 Extended 301609260668-NA2 301609260668; Total 2-user annual network	\$ 1130.00	\$ 1130.00
	Total		\$ 1130.00

We accept American Express, Discover, MasterCard, Visa, and checks. Please make check payable to StataCorp LLC.

StataCorp LLC
 4905 Lakeway Drive
 College Station, Texas 77845-4512
 Telephone: 979-696-4600

DUNS number: 147662068

By placing an order with StataCorp, Customer agrees to the Purchase Terms and Conditions listed at <https://www.stata.com/purchase-terms>.

Quote is valid for 60 days from October 12, 2020.

Proforma invoice prepared by Rachel Stevens.

StataCorp LLC Purchase Terms and Conditions

1. GENERAL

- 1.1. In these Terms and Conditions of Purchase ("Purchase Terms"):
 - 1.1.1. "Customer" means either an Individual Customer or Entity Customer.
 - 1.1.2. "Individual Customer" means an individual if acting on behalf of himself or herself.
 - 1.1.3. "Entity Customer" means an individual who is acting on behalf of an educational or nonprofit institution, governmental agency, or other legal entity.
 - 1.1.4. "StataCorp" means StataCorp LLC with its registered office at 4905 Lakeway Drive, College Station, TX 77845.
 - 1.1.5. "Product" means any StataCorp software program, product, or service furnished to Customer subject to the applicable end-user license agreement or terms of use as set forth by StataCorp.
- 1.2. Customer accepts these Purchase Terms by placing an order for Product with StataCorp.

2. ORDER PLACEMENT AND ACCEPTANCE

- 2.1. Customer may place an order with StataCorp:
 - 2.1.1. online through the StataCorp website shopping cart at <https://www.stata.com/order/>,
 - 2.1.2. online through the StataCorp website purchase order submission page at <https://www.stata.com/order/purchase-order/>, and
 - 2.1.3. by phone <https://www.stata.com/company/contact/>.
- 2.2. Order details shall be in English.
- 2.3. Any order is not binding upon StataCorp until accepted by StataCorp. Acceptance of an order will require the following:
 - 2.3.1. payment terms in accordance with Section 3 below;
 - 2.3.2. correct pricing and/or product description on purchase order; and
 - 2.3.3. complete and valid order details, including email address for electronic delivery, address for physical delivery, Customer billing address, and phone number, among others.
- 2.4. StataCorp objects to and rejects any changes or additional or different terms (contained in a purchase order accepted by StataCorp, or otherwise), and no such terms will change these Purchase Terms or the terms of the End-User License Agreement ("EULA").
- 2.5. No StataCorp employee or agent has the authority to modify these Purchase Terms verbally.

3. FEES AND PAYMENT TERMS

- 3.1. StataCorp sets prices and accepts payments for its Products in the following currency: USD. Prices are subject to change by StataCorp.
- 3.2. StataCorp accepts major debit and credit cards (collectively, "payment cards"). StataCorp is not responsible for any payment failure resulting from inaccurate payment card details provided by Customer when placing an online order, any restrictions applicable to payment card by Customer's bank, or payment gateway failure.
- 3.3. StataCorp will automatically renew annual licenses every 12 months when Customer selects the auto renew option. StataCorp will charge Customer's credit card on file two weeks prior to each annual renewal date unless Customer contacts StataCorp to cancel the auto renew option.

- 3.4. Prepayment is required on all orders. Payment terms may be offered at the sole discretion of StataCorp. If StataCorp chooses to offer payment terms, then payment is due within 30 days of invoice date.
 - 3.5. If Customer fails to make any payment when due, StataCorp reserves the right to request the return of the Product and revoke the license and activation key or redemption code. In the event of non-payment, Customer agrees to pay StataCorp's reasonable attorney fees and court costs, if any, incurred by StataCorp to collect payment.
4. PRODUCT DELIVERY
- 4.1. Any details necessary to enable Customer to download and/or use the purchased Product (including license and activation key or redemption code where applicable) will be delivered by StataCorp to Customer.
 - 4.2. For any Product that requires download, Customer is responsible for providing a valid email address.
 - 4.3. For any Product that requires a physical delivery, Customer is responsible for providing a valid physical address.
5. TAXES AND DEDUCTIONS
- 5.1. Product prices do not include any national, state, or local sales, use, value added, or other taxes. Customer will pay all taxes, including sales, use, personal property, value-added, excise, customs fees, import duties, stamp duties, and any other similar taxes and duties, including penalties and interest, imposed by any United States federal, state, provincial, or local government entity or any non-US Government on the purchase order, excluding taxes based upon StataCorp's net income.
 - 5.2. Customer bears sole responsibility for any withholding taxes assessable by any local, state, provincial, or foreign jurisdiction. Should such taxes be deducted from the total amount payable, Customer is still liable for the total invoice amount payable to StataCorp
 - 5.3. Customers in Arizona, Colorado, Connecticut, District of Columbia, Illinois, Indiana, Kentucky, Louisiana, Massachusetts, Michigan, Minnesota, North Carolina, New Jersey, New York, Ohio, Pennsylvania, Texas, Utah, Virginia, Washington, and Wisconsin must pay sales tax unless they are tax exempt. Tax-exempt certificates may be submitted to service@stata.com. For returns, sales tax on the shipping charge is nonrefundable.
 - 5.4. Purchases from countries outside of the U.S. may be subject to a form of sales tax, such as value added tax. Taxable customers are responsible for providing a valid tax identification number, if any.
6. RETURNS AND REFUND
- 6.1. Any refund request following the Product purchase date will be subject to the prior authorization by StataCorp and acceptance of such request shall be at the sole discretion of StataCorp.
 - 6.2. The current StataCorp return policy is made available on the StataCorp website at <https://www.stata.com/order/return-policy/>.
 - 6.3. Any shipping charges, additional duties, or fees will be deducted from any refund owed to Customer.
7. EXPORT CONTROL
- 7.1. In accordance with the U.S. Export Administration Regulations ("EAR"), StataCorp Products typically fall under the Export Control Classification Number (ECCN) EAR99;
 - 7.2. StataCorp may reject orders where prohibited by law.
8. LIMITATION OF LIABILITY.
- 8.1. Consequential Damages Waiver.

8.1.1. IN NO EVENT SHALL STATACORP HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY PURCHASES GOVERNED BY THESE TERMS AND CONDITIONS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ANY REPRESENTATIVE OF STATACORP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

8.2. Limitation of Damages.

8.2.1. IN NO EVENT SHALL STATACORP'S LIABILITY ARISING OUT OF OR RELATED TO THIS PURCHASE EXCEED: (I) FEES PAID BY CUSTOMER TO STATACORP FOR THE PRODUCT.

9. END-USER LICENSE AGREEMENT

9.1. The StataCorp End-User License Agreement ("EULA") shall govern all use of the Stata software. The EULA is available on the StataCorp website at <https://www.stata.com/order/end-user-license-agreement/>. All orders referenced in the EULA are governed by these Purchase Terms.

10. MISCELLANEOUS

10.1. Unless the Customer is required by statute or regulation to apply the law of a state other than Texas, this Agreement will be governed by and construed in accordance with the laws of the State of Texas and the federal U.S. laws applicable therein, excluding any conflicts of law provisions, and the Customer and StataCorp agree to submit to the personal and exclusive jurisdiction of the courts located in Harris County, Texas. If the statute or regulation applying to the Customer requires the application of a law of a state other than Texas, the parties agree that the terms of this Agreement shall be governed and construed in accordance with the law specified in such statute or regulation, and the Customer shall give written notice of such requirement to StataCorp. The application of such different law shall be effective upon the receipt of such written notice by StataCorp. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

10.2. These Purchase Terms, the EULA, and any terms of use applicable to Product are subject to change by StataCorp upon notice on the StataCorp website at www.stata.com.

For any questions regarding these Purchase Terms, please contact StataCorp LLC at:

Address: 4905 Lakeway Drive, College Station, TX 77845

Phone: (979) 696-4600

Email: service@stata.com

Revised October 1, 2020

APPROVED AS TO FORM:


STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: RR Memorandum to end 11.11.2021- Wc.c.signature (RES-2021-650 : Ratify the Acceptance of Approval for StataCorp, LLC

Stata End-User License Agreement

BY INSTALLING OR USING THE LICENSED SOFTWARE FROM STATA CORP LLC ("STATA CORP"), THE INDIVIDUAL IF ACTING ON BEHALF OF HIMSELF OR HERSELF ("INDIVIDUAL CUSTOMER") OR THE INDIVIDUAL WHO IS ACTING ON BEHALF OF AN EDUCATIONAL OR NONPROFIT INSTITUTION, GOVERNMENTAL AGENCY, OR OTHER ENTITY ("ENTITY CUSTOMER", THE INDIVIDUAL CUSTOMER AND ENTITY CUSTOMER TOGETHER ARE "CUSTOMER") IS AGREEING TO BE BOUND BY THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT").

IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT INSTALL, COPY, OR USE THE LICENSED SOFTWARE.

THE "EFFECTIVE DATE" FOR THIS AGREEMENT IS THE DAY CUSTOMER INSTALLS THE SOFTWARE.

1. DEFINITIONS.

"Activation Key" means, collectively, the specific Serial Number, code, and authorization for each copy of the Licensed Software issued by StataCorp to Customer.

"Affiliates" or **"Affiliate"** means an entity, institution, or organization that controls, is controlled by, or is under common control with another entity, institution, or organization, with at least majority ownership.

"Authorized Reseller" means an authorized distributor, authorized reseller, or dealer of the Licensed Software.

"Authorized User" means an employee, contractor, registered student, research assistant, or agent of Entity Customer authorized by Entity Customer to use the Licensed Software.

"Concurrent Authorized Users" means Authorized Users who use the software at the same time in accordance with the terms of this Agreement.

"Confidential Information" has the meaning set forth in Section 7 of this Agreement.

"Customer Enhancements" means enhancements to Stata Special Files in which the copyright is owned by Customer and which are derivative works of the StataCorp Enhancements.

"Documentation" means the user manuals and supporting documentation in electronic form provided with the Licensed Software under this Agreement.

"License Fee" means the applicable fee for which Customer licenses the Licensed Software.

"License Period" means (a) a specific fixed term as set forth in the License and Activation Key or (b) perpetual as set forth in the License and Activation Key, unless Licensed Software is terminated as provided below.

"Licensed Software" means the specific software licensed to Customer under the terms of this Agreement (as specified in the License and Activation Key issued to Customer), including any Updates and Upgrades thereto.

"Serial Number" means a set of unique characters associated with a specific copy of the Licensed Software issued by StataCorp to Customer (based on the specific configuration and release of the Licensed Software and the license type, license term, and/or number of Concurrent Authorized Users).

"StataCorp Enhancements" means Stata Special Files or enhancements to Stata Special Files in which the copyright is owned by StataCorp or distributed by StataCorp from time to time. StataCorp Enhancements are not defined as Software.

"StataCorp Website" means www.stata.com.

"Stata Special Files" are files with file extensions of .ado, .class, .dlg, .idlg, .hlp, .ihlp, .mata, .mnu, .scheme, .sthlp, or .style. These files may be modified and distributed by the Customer pursuant to the terms and conditions of this license.

"Update" means a revision to the Licensed Software or patch that improves the functionality of the Licensed Software, and may contain new features or enhancements, which is not an Upgrade.

"Upgrade" means a subsequent version of the Licensed Software that StataCorp designates as a new release and makes generally commercially available or a different flavor of the Licensed Software that StataCorp makes generally commercially available.

2. LICENSE AND ACTIVATION KEY, LICENSE GRANTS, AND OWNERSHIP.

2.1 License and Activation Key. StataCorp shall issue Customer a "License and Activation Key" via email, fax, postal mail, or courier (e.g., FedEx, UPS, DHL) that sets forth the specific Licensed Software, the specific number of Concurrent Authorized Users for Entity Customers, and the Activation Key associated with the Licensed Software (the License and Activation Key). The License and Activation Key is hereby incorporated by reference into this Agreement. Certain of the licenses in Section 2.2(b) permit use by Authorized Users of Entity Customer and the Entity Customer is responsible for compliance of all such Authorized Users with the Agreement and shall be liable for the breach of the terms of this Agreement by such Authorized Users.

2.2 Licenses.

(a) **Single-User License Grant.** This Section 2.2(a) applies only to an Individual Customer whose License and Activation Key issued by StataCorp specifies the "License Type" as "Single User". A Single-User license is for a named individual who is identified as the only Authorized User. Subject to the terms and conditions of this Agreement, StataCorp grants to Customer a non-assignable, nontransferable license, without the right to sublicense, to use the Licensed Software, in object-code form only, solely for Customer's internal business, research, or educational purposes, and solely by the Individual Customer.

(b) **Concurrent Authorized-User License Grant.**

(i) **Network License Grant – Licensed Software.** This Section 2.2(b) (i) applies only to a Customer whose License

Stata End-User License Agreement

and Activation Key issued by StataCorp specifies the "License Type" as "Network". Subject to the terms and conditions of this Agreement, StataCorp grants to Customer a non-assignable, nontransferable license, without the right to sublicense, to use the Licensed Software, in object-code form only, within a single local geographic location or physical site solely for Customer's internal business, research, or educational purposes. Customer is authorized by StataCorp to install the Licensed Software on an unlimited number of machines as long as Customer has a site license agreement with StataCorp authorizing this, or as long as the specific number of Concurrent Authorized Users for which Customer has paid the applicable License Fee is not exceeded.

(ii) Compute-Server License Grant – Licensed Software. This Section 2.2(b) (ii) applies only to a Customer whose License and Activation Key issued by StataCorp specifies the "License Type" as "Compute Server". Subject to the terms and conditions of this Agreement, StataCorp grants to Customer a non-assignable, nontransferable license, without the right to sublicense, to use and execute the Licensed Software, in object-code form only, installed on a single compute server solely for Customer's internal business, research, or educational purposes. Customer is authorized by StataCorp to install the Licensed Software on only one compute server or one node of a cluster solely for the use of the specific number of Concurrent Authorized Users for which Customer has paid the applicable License Fee.

(iii) Student Lab License Grant – Licensed Software. This Section 2.2(b) (iii) applies only to a Customer whose License and Activation Key issued by StataCorp specifies the "License Type" as "Student Lab". Subject to the terms and conditions of this Agreement, StataCorp grants to Customer a non-assignable, nontransferable license, without the right to sublicense, to use the Licensed Software, in object-code form only, solely in an educational student lab environment (including virtual lab environments) for teaching purposes (but not for research purposes) within a degree-granting institution. Customer is authorized to install the Licensed Software on an unlimited number of machines as long as the specific number of Concurrent Authorized Users for which Customer has paid the applicable License Fee is not exceeded.

(iv) Customer Obligations. This Section 2.2(b) (iv) applies to a Customer whose License and Activation Key issued by StataCorp specifies the "License Type" as "Network", "Compute Server", or "Student Lab". Customer is responsible for managing the usage of the Licensed Software to ensure that such usage does not exceed the specific number of Concurrent Authorized Users for which Customer has paid the applicable License Fee. Customer may add additional Concurrent Authorized Users to Customer's account for the Licensed Software by placing an order with StataCorp or an Authorized Reseller.

2.3 Documentation License. Subject to the terms and conditions of this Agreement, StataCorp grants to Customer a non-assignable, nontransferable license, without the right to sublicense, to use the Documentation in connection with Customer's authorized use of the Licensed Software. Customer may not reproduce or distribute the Documentation in any manner, whether physically or electronically, without the express written permission of StataCorp. Entity Customer may make the Documentation available on any website or private network administered by the Entity Customer.

2.4 Activation Key. StataCorp shall issue to Customer a License and Activation Key for each copy of the Licensed Software. Customer is entirely responsible for any and all activities that occur under Customer's account and all charges incurred from use of the copy of the Licensed Software assigned by Serial Number to Customer (e.g., maintenance, support, or license or subscription fee charges). The Licensed Software shall be deemed accepted upon the delivery of the Activation Key to Customer by StataCorp or an Authorized Reseller.

2.5 License to StataCorp Enhancements. Subject to the terms and conditions of this Agreement, StataCorp grants to Customer a non-assignable, nontransferable, royalty-free license, without the right to sublicense, to use the StataCorp Enhancements solely with the Software for Customer's internal business, research, or educational purposes. In addition, subject to the terms and conditions of this Agreement, StataCorp grants to Customer a non-assignable, nontransferable, royalty-free license to modify, reproduce, and distribute the StataCorp Enhancements to create Customer Enhancements solely for use with the Software. Customer may distribute the Customer Enhancements to third parties either at no charge or for a fee. THE STATA CORP ENHANCEMENTS ARE PROVIDED TO CUSTOMER ON AN 'AS IS' AND 'WHERE IS' BASIS AND WITHOUT WARRANTY OF ANY TYPE OR KIND. STATA CORP AND ITS THIRD-PARTY LICENSORS HEREBY EXPRESSLY DISCLAIM AND EXCLUDE ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS, IMPLIED, OR OTHERWISE, WITH RESPECT TO THE STATA CORP ENHANCEMENTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

2.6 License to Customer Enhancements. If Customer submits Customer Enhancements to StataCorp or makes Customer Enhancements generally available for modification, use, or distribution without charge by third parties, Customer grants to StataCorp a perpetual, irrevocable, transferable, royalty-free license to modify, reproduce, and distribute the Customer Enhancements, with the right to sublicense through multiple tiers of distribution. THE CUSTOMER ENHANCEMENTS ARE PROVIDED TO STATA CORP ON AN 'AS IS' AND 'WHERE IS' BASIS AND WITHOUT WARRANTY OF ANY TYPE OR KIND. CUSTOMER HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO THE CUSTOMER ENHANCEMENTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

2.7 Restrictions. Customer shall not, nor permit any person (including any Authorized User) to: (i) reverse engineer, reverse compile, decrypt, disassemble, or otherwise attempt to derive the source code of the Licensed Software (except to the extent that this restriction is expressly prohibited by law); (ii) modify, translate, or create derivative works of the Licensed Software; (iii) sublicense, resell, rent, lease, distribute, market, commercialize, or otherwise transfer rights or usage to the Licensed Software (except as expressly permitted under this Agreement); (iv) remove, modify, or obscure any copyright notices or other proprietary notices or legends appearing on or in the Licensed Software, or any portion thereof; (v) transfer, use, or export the Licensed Software in violation of any applicable laws, rules, or regulations of any government or governmental

Stata End-User License Agreement

agency; (vi) use the Licensed Software or any system services accessed through the Licensed Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component; or (vii) embed the Licensed Software in any third-party applications, unless otherwise authorized in writing in advance by an officer of StataCorp.

2.8 Ownership. The Licensed Software, StataCorp Enhancements, and Documentation contain copyrighted material and other proprietary material and information of StataCorp and/or its licensors. StataCorp and/or its licensors shall retain all right, title, and interest, including all intellectual property rights, in and to the Licensed Software, StataCorp Enhancements, and Documentation. Customer will not remove, alter, or destroy any form of copyright notice, proprietary markings, or confidential legends placed upon or contained within the Licensed Software, StataCorp Enhancements, or Documentation, or any component thereof.

3. TECHNICAL SUPPORT AND UPGRADES AND UPDATES.

3.1 Technical Support. StataCorp agrees to provide Customer with technical support services which include periodic distribution of bug fixes and minor enhancements as Updates scheduled by StataCorp. All registered users of the then-current release of Stata and the previous release of Stata are eligible for free limited technical support. Installation support inquiries by telephone will be accepted by StataCorp during normal business hours. Technical support email inquiries are accepted at any time and will be answered during normal StataCorp business hours. StataCorp will attempt to respond to inquiries within the same business day.

3.2 Updates and Upgrades. To receive and use an Upgrade, Customer must pay the applicable fees for that Upgrade and agree to StataCorp's standard terms and conditions governing the use of that Upgrade. If no such standard terms and conditions are stated by StataCorp, the terms of this Agreement shall apply and the Upgrade shall be deemed Licensed Software. StataCorp will issue a new Activation Key for the Upgrade. For a Single-User license, once StataCorp issues the new Activation Key for an Upgrade version, Customer shall be able to continue to use the prior version of the Licensed Software. For Network, Compute Server, and Student Lab licenses, once StataCorp issues the new Activation Key for an Upgrade, Customer shall be able to continue to use the prior version of the Licensed Software on the condition that the total, combined number of Concurrent Authorized Users who are using the Licensed Software (either the prior version, Upgrade, or both) does not exceed the specific number of Concurrent Authorized Users for which Customer has paid the applicable fee. For a Single-User license, technical support services are provided only for the Customer of the then-current version of the Licensed Software. For any other type of license selected by Customer (i.e., Network, Compute Server, or Student Lab), technical support services are provided only for the Authorized Users of the then-current version of the Licensed Software.

4. LIMITED WARRANTY; WARRANTY DISCLAIMER.

4.1 Limited Media Warranty. For thirty (30) days from the date of purchase, StataCorp warrants that the media on which the Licensed Software, StataCorp Enhancements, and Documentation is furnished shall be free from defects in material and faulty workmanship. Customer may return for replacement, without charge, any media that fails to meet this limited media warranty to StataCorp or the dealer from whom the Licensed Software (and StataCorp Enhancements) was purchased, as applicable, within the 30-day period. StataCorp or the applicable dealer will not be responsible for replacing any media that contains defects due to Customer's misuse. THE FOREGOING IS CUSTOMER'S SOLE REMEDY, AND STATA CORP'S SOLE OBLIGATION, WITH RESPECT TO A BREACH OF THE LIMITED MEDIA WARRANTY.

4.2 Performance Warranty. StataCorp represents and warrants for a period of 90 days from the date of the order that the Licensed Software substantially conforms to the functional specifications in the Stata Reference Manual. StataCorp will repair or replace the Licensed Software if this warranty is breached unless it cannot do so within a reasonable period of time, then StataCorp will refund the fee paid for that license under the order (this Agreement will then terminate). Customer must notify StataCorp during the warranty period or 30 days after it ends of any alleged breach of the warranty. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDY AND STATA CORP'S SOLE LIABILITY FOR BREACH OF THIS WARRANTY.

4.3 No Disabling Code. With respect to the Licensed Software (including any Updates or Upgrades) and as of the date of delivery, StataCorp represents and warrants that (i) it has used commercially reasonable efforts consistent with industry standards to scan for and remove any software viruses, and (ii) it has not inserted any Disabling Code. "Disabling Code" means computer code inserted by StataCorp that is not addressed in the Documentation and that is designed to delete, interfere with, or disable the normal operation of the Products. This Disabling Code warranty does not apply to StataCorp passwords necessary for the operation of the Licensed Software, to the Licensed Software's Activation Key requirement, or for any use by Customer outside the scope of the license.

4.4 No Warranty. EXCEPT FOR THE WARRANTIES ABOVE, THE LICENSED SOFTWARE, DOCUMENTATION, AND SUPPORT SERVICES ARE PROVIDED TO CUSTOMER ON AN 'AS IS' AND 'WHERE IS' BASIS AND WITHOUT WARRANTY OF ANY TYPE OR KIND. STATA CORP HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ON BEHALF OF ITSELF AND ITS LICENSORS ALL WARRANTIES AND CONDITIONS, WHETHER STATUTORY, EXPRESS, IMPLIED, OR OTHERWISE, WITH RESPECT TO THE LICENSED SOFTWARE AND SUPPORT SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

Stata End-User License Agreement

5. TERM AND TERMINATION.

5.1 Term. If License Period is not for a fixed term, this Agreement shall commence on the Effective Date and shall continue in effect until terminated as set forth below. If the License Period is for a fixed term, this Agreement will commence on the Effective Date and shall continue until the earlier to occur of the expiration of the License Period or the termination of this Agreement as set forth below. In the case of additional Concurrent Authorized Users who are authorized and added after the initial License Fee payment, the term of their usage of the Licensed Software shall be coterminous with the preexisting then-current term. If Customer purchases an Upgrade, the term of the Agreement shall be the specific term set forth in the new License and Activation Key issued for the Upgrade.

5.2 Termination. Customer may terminate this Agreement at any time with written notice to StataCorp. StataCorp may terminate this Agreement immediately without notice if Customer breaches any term of this Agreement, including, without limitation, breaching the scope of the license granted or confidentiality obligations under this Agreement.

5.3 Effect of Expiration or Termination. Upon expiration or termination of this Agreement, (i) the rights and licenses granted to Customer pursuant to this Agreement shall automatically and immediately terminate and (ii) Customer shall immediately cease using the Licensed Software. In addition, for a fixed-term License Period, upon expiration of the License Period, the Activation Key will expire and the Licensed Software will cease to function. Sections 2.5, 2.6, 2.7, 2.8 4.4, 5.3, 7, 8, 9, 10, and 11 of this Agreement shall survive any expiration or termination of this Agreement.

6. FEES AND PAYMENT.

6.1 Fees and Payment Terms. Customer licenses the Licensed Software from StataCorp. This Agreement is between Customer and StataCorp solely. The applicable License Fee is specified on the StataCorp Website or in the specific price proposal provided by StataCorp or an Authorized Reseller. The payment terms and conditions for the License Fee payable to StataCorp are specified on the StataCorp invoice or in the specific price proposal provided by StataCorp. The payment terms and conditions for the License Fee payable to an Authorized Reseller are as specified by the specific Authorized Reseller. All fees paid to StataCorp are non-refundable except as explicitly permitted from time to time on the StataCorp Website. StataCorp may terminate this Agreement and invalidate Customer's Activation Key if the billing or contact information is false, fraudulent, or invalid. Customer will pay all taxes, including sales, use, personal property, value-added, excise, customs fees, import duties, stamp duties, and any other similar taxes and duties, including penalties and interest, imposed by any United States federal, state, provincial, or local government entity or any non-U.S. government entity on the transactions contemplated by this Agreement, excluding taxes based upon StataCorp's net income. Customer bears sole responsibility for any withholding taxes assessable by any local, state, provincial, or foreign jurisdiction. Should such taxes be deducted from the total amount payable, Customer is still liable for the full License Fee payable to StataCorp.

6.2 Additional Concurrent Authorized Users Fee. During the License Period, Customer shall pay to StataCorp or the specific Authorized Reseller the then-current rate for any licenses for additional Concurrent Authorized Users. This fee shall be charged or invoiced to Customer on the date such additional Concurrent Authorized Users are added to Customer's account.

6.3 Concurrent Authorized User Accounting. Customer shall maintain business practices and records necessary to manage the number of Concurrent Authorized Users and compliance with the terms of this Agreement. StataCorp has the right to request usage reports during the License Period and Customer will provide such a report within 30 days of request. If StataCorp determines that Customer has more Concurrent Authorized Users than Customer has paid for, Customer shall immediately pay StataCorp the applicable additional fees.

7. CONFIDENTIALITY.

Customer and StataCorp agree to maintain the confidentiality of any confidential or proprietary information of one party (the "disclosing party") received by the other party (the "receiving party") during the term of, or prior to entering into, this Agreement that the receiving party should know is considered confidential or proprietary by the disclosing party based on the circumstances surrounding the disclosure, including, without limitation, non-public technical and business information ("Confidential Information"). The Licensed Software is copyrighted and shall be deemed StataCorp's Confidential Information. The Documentation is copyrighted material of StataCorp. This section shall not apply to any information that is or becomes publicly available through no breach of this Agreement by the receiving party or is independently developed by the receiving party without access to or use of the Confidential Information of the disclosing party. The foregoing confidentiality obligations will not restrict either party from disclosing Confidential Information of the other party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable the other party to seek a protective order or otherwise limit such disclosure. The receiving party of any Confidential Information of the disclosing party agrees not to use the disclosing party's Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. The receiving party shall protect the secrecy of and avoid disclosure and unauthorized use of the disclosing party's Confidential Information with no less than reasonable care. All the disclosing party's information remains the property of the disclosing party.

Stata End-User License Agreement

8. LIMITATION OF LIABILITY.

8.1 Consequential Damages Waiver. IN NO EVENT SHALL STATAcorp OR ITS LICENSORS HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ANY REPRESENTATIVE OF STATAcorp HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

8.2 Limitation of Damages. IN NO EVENT SHALL STATAcorp'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED: (I) IF THE LICENSED SOFTWARE IS LICENSED FROM STATAcorp DIRECTLY, THE LICENSE FEES PAID BY CUSTOMER TO STATAcorp FOR THE LICENSED SOFTWARE, OR (II) IF THE LICENSED SOFTWARE IS LICENSED THROUGH AN AUTHORIZED RESELLER, THE LICENSE FEES PAID BY CUSTOMER TO THE APPLICABLE AUTHORIZED RESELLER, AS APPLICABLE. IN NO EVENT WILL STATAcorp'S LICENSORS HAVE ANY LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT.

8.3 Limitation of Remedies. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

9. U.S. GOVERNMENT CUSTOMERS.

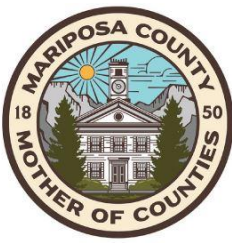
The Licensed Software under this Agreement is "commercial computer software" as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms and this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.111(Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

10. ICD-10 USERS.

The World Health Organization (WHO) ICD-10 codes are provided as part of the Licensed Software with the expressed permission and direction of the WHO. The use of ICD-10 with Licensed Software does not imply any endorsement of Licensed Software by WHO. The ICD-10 codes shall not be amended, abridged, translated, deleted or in any way changed without the consent of WHO. The ICD-10 codes are for the use of Authorized User. They are not to be reproduced, transmitted or distributed outside of Authorized User's organization in any form or by any means except in summary results of analyses. ICD-10 is distributed without warranty of any kind, either express or implied. In no event shall the World Health Organization be liable for damages, including any general, special, incidental, or consequential damages, arising out of the use of ICD-10.

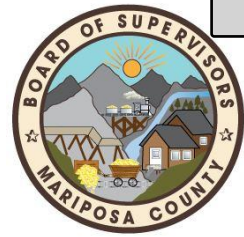
11. GENERAL.

Except as expressly provided herein, Customer may not assign or transfer any of its rights under this Agreement (including its licenses with respect to the Licensed Software and Documentation) without the prior written consent of StataCorp. Unless the Customer is required by statute or regulation to apply the law of a state other than Texas, this Agreement will be governed by and construed in accordance with the laws of the State of Texas and the federal U.S. laws applicable therein, excluding any conflicts of law provisions, and the Customer and StataCorp agree to submit to the personal and exclusive jurisdiction of the courts located in Harris County, Texas. If the statute or regulation applying to the Customer requires the application of a law of a state other than Texas, the parties agree that the terms of this Agreement shall be governed and construed in accordance with the law specified in such statute or regulation, and the Customer shall give written notice of such requirement to StataCorp. The application of such different law shall be effective upon the receipt of such written notice by StataCorp. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of this Agreement is found void and unenforceable, it will be replaced to the extent possible by StataCorp with a provision that comes closest to the meaning of the original provision. This Agreement and the documents referenced in this Agreement constitute the entire agreement between Customer and StataCorp relating to its subject matter and all terms herein and supersede all prior or contemporaneous agreements or understandings. This Agreement may be modified or changed only in writing signed by authorized representatives of Customer and StataCorp. Notices hereunder shall be in writing and addressed to Customer at the address provided when purchasing this license or, in the case of StataCorp, when addressed to StataCorp LLC, Attn: Director of Operations, 4905 Lakeway Drive, College Station, Texas 77845, USA.



MARIPOSA COUNTY

Public Works • 209-966-2498



RESOLUTION - ACTION REQUESTED 2021-651

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Merry Mountain Christmas Parade and Tree Lighting

RECOMMENDATION AND JUSTIFICATION:

Designate the Merry Mountain Christmas Parade and the Christmas Tree Lighting events as County-sponsored events; Authorize the Interim Public Works Director to waive the Encroachment Application fee and sign the Application for a Caltrans Encroachment Permit in Support of Closing Highway 140, Between Jones and Third Street, on December 11, 2021, at 5:00 PM for the 23rd Annual Merry Mountain Christmas Parade and Tree Lighting Event at the Courthouse.

The County accepts a degree of responsibility because the event will be covered by the County's liability insurance.

The Mariposa County Chamber of Commerce has annually coordinated the Merry Mountain Christmas Parade which occurs in downtown Mariposa on Highway 140; and the Mariposa Lions Club has annually coordinated the Christmas Tree Lighting which occurs in front of the Courthouse and also includes a bonfire and a visit with Santa & Mrs. Claus.

The Merry Mountain Christmas event has proven to be a boost for local businesses as they attract visitors to downtown Mariposa.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved this event for several years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve ,these events will have to be cancelled.

ATTACHMENTS:

Application21 (PDF)
 Letter from Chamber21 (PDF)
 Map21 (PDF)
 Encroachment Cal Trans Permit21 (PDF)
 Tree Lighting Encroachment Ap (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY PUBLIC WORKS
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE: 10/26/21

BUILDING PERMIT: N/A
(If applicable)

APPLICANT: Mariposa County Chamber of Commerce
Christmas Parade

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON Hwy 140, town of Mariposa ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY)

- | | |
|--|--|
| 1. ☐ DRIVEWAY | 2. ☐ NEW BUILDING/HOME |
| ☐ ROAD CROSSING | 3. ☐ REMODEL EXISTING |
| ☐ WATER PIPE, CULVERT, ETC. | 4. ☐ NEW MAILBOX |
| ☐ LDA ROAD | 5. ☒ OTHER (EXPLAIN BELOW) |

3. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ECT.

Hwy 140, Town of Mariposa

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

See attached map

5. ASSESSOR'S PARCEL NUMBER: _____

6. ADDRESS OF PARCEL: State of California right of way, local road

APPLICANT IS REQUIRED TO STAKE THE ENCROACHMENT. YOU MAY IDENTIFY THE LOCATION WITH SURVEY STAKES OR OTHER METHODS. PLEASE CALL OR EMAIL IF YOU HAVE ANY QUESTIONS.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND THE \$150 FEE * HAS BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NUMBER: _____

(Issued Once Fee * is Paid)

DATE ISSUED: _____

* The fee may be paid by check

Made payable to: County of Mariposa

Or you may call (209) 966-5356 with

Credit Card Information

** If Applicant is not the Owner, then include an authorization letter from Owner

Mariposa Co. Chamber of Commerce

OWNER'S NAME (Please Print)

Kari Kisela

SIGNATURE OF OWNER/APPLICANT **

Kari Kisela

OWNER'S MAILING ADDRESS

PO Box 425

CITY ZIP
Mariposa 95338

209 966-2456 kari@mariposa
PHONE NUMBER EMAIL ADDRESS Chamber
org

October 27, 2021
Mariposa County Board of Supervisors
PO Box 784
Mariposa, Ca. 95338

The Mariposa County Chamber of Commerce would like to request the County Board of Supervisors grant permission to allow the 39th Annual Merry Mountain Christmas Festival and “Lighted” Parade event to take place. The proposed date will be December 11, 2021 beginning at 5:00pm.

We would also like to request that the event be considered an Annual County adopted event. This event is well established in the community and is coordinated with the Chamber and Lyons Club of Mariposa.

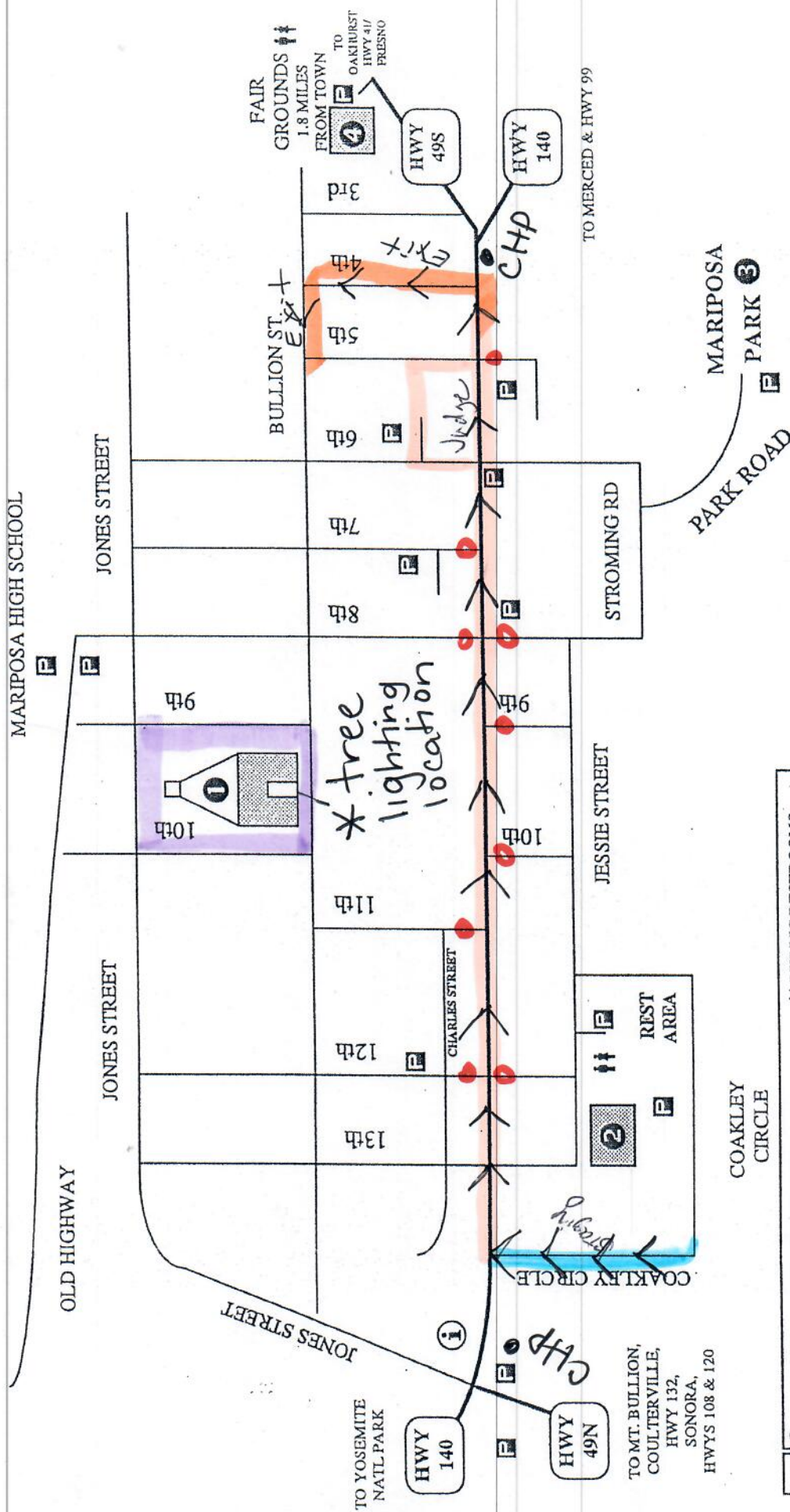
Please find the attached encroachment permit application for Public Works to use should your permission be granted.

Sincerely,

Kari Kisela
Mariposa County Chamber of Commerce

Staging
Rout / judge
Bonacades

DOWNTOWN MARIPOSA



LEGEND	
1 MARIPOSA COUNTY COURTHOUSE	RR PUBLIC RESTROOMS
2 MARIPOSA MUSEUM & HISTORY CENTER	① VISITORS CENTER
3 MARIPOSA PARK	P PUBLIC PARKING
4 CA STATE MINING & MINERAL MUSEUM	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD ENCROACHMENT PERMIT APPLICATION
TR-0100 (REV 12/2018)

D.10.d

Complete ALL fields, write "N/A" if not applicable. Type or print clearly.

This application is not complete until all requirements have been approved.

Permission is requested to encroach on the State Highway right-of-way as follows:

1. COUNTY MARIPOSA		2. ROUTE HWY 140	3. POST MILE 21.258 TO 21.743
4. ADDRESS OR STREET NAME HIGHWAY 140 "MAIN STREET"		5. CITY MARIPOSA	
6. CROSS STREET (Distance and direction from project site) 3RD STREET AND JONES			
7. WORK TO BE PERFORMED BY ☒ APPLICANT ☐ CONTRACTOR		8. IS THIS APPLICATION FOR THE CONTRACTOR'S (DOUBLE) PERMIT? ☒ NO ☐ YES. If "YES", provide the Parent Permit Number	
9. ESTIMATE START DATE 12/11/2021		10. ESTIMATED COMPLETION DATE 12/11/2021	
11. ESTIMATED NUMBER OF WORKING DAYS WITHIN STATE HIGHWAY RIGHT-OF-WAY 1			
12. ESTIMATED CONSTRUCTION COSTS WITHIN STATE HIGHWAY RIGHT-OF-WAY			
13. HAS THE PROJECT BEEN REVIEWED BY ANOTHER CALTRANS BRANCH? ☒ NO ☐ YES. If "YES", which branch?			
14. FUNDING SOURCE(S) ☐ FEDERAL ☐ STATE ☐ LOCAL ☒ PRIVATE ☐ SB 1 (ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017)			
15. CALTRANS PROJECT CODE (ID)		16. APPLICANT'S REFERENCE / UTILITY WORK ORDER NUMBER	
17. DESCRIBE WORK TO BE DONE WITHIN STATE HIGHWAY RIGHT-OF-WAY (in 20 lines or less) Attach 6 complete sets of plans (folded to 8.5" x 11") and any applicable specifications, calculations, maps, traffic control plans, etc.			

Conduct the annual "Merry Mountain Christmas Parade" in downtown Mariposa, along State Highway 140 Right of Way, between Jones Street and 3rd Street, as shown in the attachments, on Saturday, December 11, 2021, between the hours 5:00pm and 7:00pm in Mariposa County. Detour for both EB and WB directions will be off State Highway 140 and 3rd Street to Bullion Street to Jones Street and back onto State Highway 140. Traffic control, detours, place, maintain, and remove temporary special event signs shall be done in accordance to the California Manual on Uniform Traffic Control Devices (MUTCD). Traffic Control shall be coordinated by CHP or local law enforcement agency per CalTrans standards.

18 (a). PORTION OF STATE HIGHWAY RIGHT-OF-WAY WHERE WORK IS BEING PROPOSED (check all that apply)

- ☐ Traffic lane ☐ Shoulder ☐ Sidewalk ☐ Median ☐ At or near an intersection ☐ Mobile work
☐ Outside of the shoulder, _____ feet from edge of pavement ☐ Other _____

18 (b). PROPOSED TRAFFIC CONTROL PLANS AND METHOD

- ☐ No traffic control needed ☐ State Standard Plans (T-Sheets) # _____
☒ Project specific Traffic Control Plans included ☐ To be submitted by contractor

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

19. EXCAVATION	MAX. DEPTH (in) N/A	MIN. DEPTH (in) N/A	AVG. WIDTH (in) N/A	LENGTH (ft) N/A	SURFACE TYPE (e.g. Asphalt, concrete, soil, etc.) N/A
20. PIPES	PRODUCT BEING TRANSPORTED N/A	CARRIER PIPE DIAMETER <u>N/A</u> (in.) MATERIAL <u>N/A</u>			CASING PIPE DIAMETER <u>N/A</u> (in.) MATERIAL <u>N/A</u>
PROPOSED INSTALLATION METHOD (e.g. HDD, Bore & Jack, Open Cut, etc.) N/A					VOLTAGE / PSIG N/A

DOES THE PROPOSED PROJECT INVOLVE THE REPLACEMENT AND/OR ABANDONMENT OF AN EXISTING FACILITY?

☒ NO ☐ YES. If "YES", provide a description

21. IS A CITY, COUNTY OR OTHER PUBLIC AGENCY INVOLVED IN THE APPROVAL OF THIS PROJECT?

☐ YES (if "YES", check the type of project AND attach the environmental documentation and conditions of approval)☐ COMMERCIAL DEVELOPMENT ☐ BUILDING ☐ GRADING ☐ OTHER☐ CATEGORICALLY EXEMPT ☐ NEGATIVE DECLARATION ☐ ENVIRONMENTAL IMPACT REPORT ☐ OTHER☒ NO (if "NO", check the category below which best describes the project AND answer questions A-K)☐ DRIVEWAY OR ROAD APPROACH, RECONSTRUCTION,
MAINTENANCE OR RESURFACING☐ FENCE ☐ EROSION CONTROL☐ PUBLIC UTILITY MODIFICATION, EXTENSIONS, HOOKUPS☐ MAILBOX ☐ LANDSCAPING☒ FLAGS, SIGNS, BANNERS, DECORATIONS, PARADES AND CELEBRATIONS ☐ OTHER**The following questions must be answered when a City, County or other public agency IS NOT involved in the approval of this project**

Your answers to these questions will assist Caltrans staff in identifying any physical, biological, social or economic resources that may be affected by your proposed project within State Highway right-of-way and to determine which type of environmental studies may be required to approve your application for an encroachment permit. It is the applicant's responsibility for the production of all required environmental documentation and supporting studies and in some cases this may be costly and time consuming. If possible, attach photographs of the location of the proposed project. Answer these questions to the best of your ability. Provide a description of any "YES" answers (type, name, number, etc.).

A. Will any existing vegetation and/or landscaping within State Highway right-of-way be disturbed?
NO

B. Are there waterways (e.g. river, creek, pond, natural pool or dry streambed) adjacent to or within the limits of the proposed project?
NO

C. Is the proposed project located within five miles of the coast line?
NO

D. Will the proposed project generate construction noise levels greater than 86 decibels (dBA) (e.g. Jack-hammering, pile driving)?
NO

E. Will the proposed project incorporate land from a public park, recreation area or wildlife refuge open to the public?
NO

F. Are there any recreational trails or paths within the limits of the proposed project?
NO

G. Will the proposed project impact any structures, buildings, rail lines or bridges within State Highway right-of-way?
NO

H. Will the proposed project impact access to any businesses or residences?
NO

I. Will the proposed project impact any existing public utilities or public services?
NO

J. Will the proposed project impact any existing pedestrian facilities, such as sidewalks, crosswalks or overcrossings?
NO

K. Will new lighting be constructed within or adjacent to State Highway right-of-way?
NO

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

22. Will the proposed project cause a substantial change in the significance of a historical resource (45 years or older), or cultural resource? ☐ YES ☒ NO (if "YES", provide a description)
23. Will the proposed project be on an existing State Highway or street where the activity involves removal of a scenic resource? (e.g. A significant tree or stand of trees, a rock outcropping or a historic building) ☐ YES ☒ NO (if "YES", provide a description)
24. Is work being done on the applicant's property in addition to State Highway right-of-way? ☐ YES ☒ NO
(If "YES", attach 6 complete sets of site and grading plans)
25. Will the proposed project require the disturbance of soil? ☐ YES ☒ NO
If "YES", estimate the area of disturbed soil within State Highway right-of-way in acres: _____
and estimate the area of disturbed soil outside State Highway right-of-way in acres: _____
26. Will the proposed project require dewatering? ☐ YES ☒ NO
If "YES", estimate Total gallons AND gallons/month. _____ (Total gallons) AND _____ (gallons/month)
SOURCE*: ☐ STORMWATER ☐ NON-STORMWATER
(*See Caltrans SWMP for definition of non-storm water discharge: <http://www.dot.ca.gov/env/stormwater/>)
27. How will any storm water or ground water be disposed?
☐ Storm Drain System ☐ Combined Sewer / Stormwater System ☐ Stormwater Retention Basin ☒ N/A
☒ Other (explain) N/A

STANDARD ENCROACHMENT PERMIT APPLICATION

TR-0100 (REV 12/2018)

TRACKING NO.

READ THE FOLLOWING CLAUSES PRIOR TO SIGNING THIS ENCROACHMENT PERMIT APPLICATION.

The applicant's submission of this application to the California Department of Transportation constitutes the applicant's agreement and representation that the work or other activity contemplated by the encroachment permit application shall comply with all applicable standards, specifications, policies, requirements, conditions, and regulations of the California Department of Transportation, and the applicant understands the application may be denied if there is non-compliance with any of the above. An exception process exists and may result in approval of a non-compliant encroachment, in the discretion of the California Department of Transportation, but the exception process may require additional time to complete. The applicant understands and agrees all work or other activity contemplated by the encroachment permit application is subject to inspection and oversight by the California Department of Transportation. The applicant understands and agrees encroachment permit fees must still be paid if an application is withdrawn or denied. The applicant understands a denial may be appealed, in accordance with California Streets and Highways Code, Section 671.5, and the related regulations found in California Code of Regulations, Title 21, Division 2, Chapter 8, Article 2.

The applicant understands and agrees that immediately upon issuance of the encroachment permit the applicant is bound by, subject to, and must comply with the "Encroachment Permit General Provisions" (TR-0045), "Stormwater Special Provisions" (TR-0400) and any other applicable Special Provisions and Conditions of the encroachment permit. The "Encroachment Permit General Provisions" (TR-0045), and the Stormwater Special Provisions (TR-0400) are available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_K_(WEB).pdf). If a paper copy is needed of the "Encroachment Permit General Provisions" (TR-0045) and/or "Stormwater Special Provisions" (TR-0400), please contact the District Office of Encroachment Permits. Their contact information is available at: [http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_\(WEB\).pdf](http://www.dot.ca.gov/trafficops/ep/docs/Appendix_G_(WEB).pdf). The "Encroachment Permit General Provisions" (TR-0045) and any other applicable Special Provisions and Conditions will be provided as part of the encroachment permit. Information about Stormwater requirements is available at the Internet address <http://www.dot.ca.gov/hq/construc/stormwater/>.

The applicant understands an encroachment permit may be denied, revoked, and/or a bond may be required, for non-payment of prior or present encroachment permit fees. An encroachment permit is not a property right and does not transfer with the property to a new owner. Each of the persons purporting to execute this application on behalf of the applicant and/or on behalf of the applicant's authorized agent or engineer represents and warrants such person has full and complete legal authority to do so and to thereby bind applicant to the terms and conditions herein and to the terms and/or conditions of the encroachment permit. Applicant understands and agrees this application may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this application and/or its counterparts may be reproduced and/or exchanged by copy machine, mailing, facsimile, or electronic means (such as e-mail), and such copies shall be deemed to be effective as originals.

28. NAME OF APPLICANT (Project or Property Owner or Organization)

MARIPOSA COUNTY PUBLIC WORKS

ADDRESS OF APPLICANT (Include City, State and Zip Code)

4639 BEN HUR ROAD

E-MAIL ADDRESS

SHANSEN@MARIPOSACOUNTY.ORG

PHONE NUMBER

209-966-5356

FAX NUMBER

209-966-2828

29. NAME OF AUTHORIZED AGENT / ENGINEER

(A "Letter of Authorization" is required if different from #28)

N/A

IS A LETTER OF AUTHORIZATION ATTACHED?

☐ YES ☐ NO

ADDRESS OF AUTHORIZED AGENT / ENGINEER (Include City, State and Zip Code)

N/A

E-MAIL ADDRESS

N/A

PHONE NUMBER

N/A

FAX NUMBER

N/A

30. NAME OF BILLING CONTACT (Same as #28 ☒ Same as #29 ☐)

BILLING ADDRESS WHERE INVOICE(S) IS / ARE TO BE MAILED (Include City, State and Zip Code)

E-MAIL ADDRESS

PHONE NUMBER

FAX NUMBER

* I hereby certify under penalty of perjury under the laws of the State of California that the information in this application and any document submitted with or in support of this application are true and correct to the best of my knowledge and belief, and that copies of any documents submitted with or in support of this application are true and correct copies of unaltered original documents. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a crime and subjected to fine or imprisonment or both fine and imprisonment. (Penal Code Section 72)

31. SIGNATURE OF APPLICANT OR AUTHORIZED AGENT*

FOR SHANNON HANSEN

32. PRINT OR TYPE NAME

SHANNON HANSEN

33. TITLE

INTERIM DIRECTOR PUBLIC WORKS & TRANSPORTATION

34. DATE

11/12/2021

ADA Notice

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MARIPOSA COUNTY
APPLICATION FOR ENCROACHMENT PERMIT

TO: PUBLIC WORKS DEPARTMENT
4639 BEN HUR ROAD
MARIPOSA, CA 95338

DATE:

11/22/21

BUILDING PERMIT: _____

GENTLEMEN:

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON 9th Street ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY).

1. ☐ DRIVEWAY
☐ ROAD CROSSING
☐ WATER PIPE, CULVERT, ETC.
☐ LDA ROAD

2. ☐ NEW BUILDING/HOME
☐ REMODEL EXISTING
☐ NEW MAILBOX
☒ OTHER (EXPLAIN BELOW)

3. DRIVING INSTRUCTION FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ETC.

Annual Christmas Tree lighting on 12/1/21

4. ATTACH MAP SHOWING LOCATION AND SKETCHES SHOWING WHAT IS TO BE DONE, SHOW LOCATION OF THE STAKE MARKING PROPOSED ENCROACHMENT OR WORK TO BE DONE.

9th Street between Bullion & Jones St's
map attached

5. ASSESSOR'S PARCEL NUMBER: _____

6. ADDRESS OF PARCEL: _____

APPLICANT IS **REQUIRED** TO STAKE THE ENCROACHMENT WITH THE **PINK CARD** PROVIDED AND/OR NEW MAILBOX LOCATION WITH THE **GREEN CARD** PROVIDED.

NO PERMIT WILL BE ISSUED UNTIL POSTING HAS BEEN COMPLETED AND APPROPRIATE FEES HAVE BEEN COLLECTED. WORK WILL NOT BE STARTED UNTIL AN ENCROACHMENT PERMIT HAS BEEN ISSUED BY THE DEPARTMENT OF PUBLIC WORKS.

PERMIT NO. N/A

DATE ISSUED N/A

Mariposa Lions Club
OWNERS NAME (Please print)

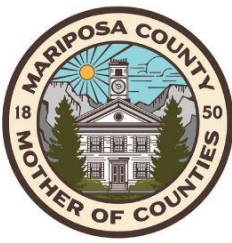
[Signature]
SIGNATURE OF OWNER/APPLICANT

PO Box 801
OWNERS MAILING ADDRESS

Mariposa Ca 95338
CITY STATE ZIP

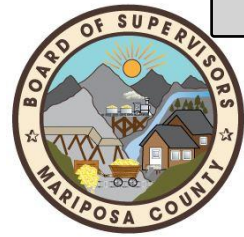
209 617 9136
PHONE NUMBER





MARIPOSA COUNTY

Public Works • 209-966-2498



RESOLUTION - ACTION REQUESTED 2021-652

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Ratify Agreement for Emergency Repair Work on Dogtown Road

RECOMMENDATION AND JUSTIFICATION:

Ratify Agreement for Emergency Repair Work on Dogtown Road to reflect authorization for the Board of Supervisors Chair in the Not to Exceed amount of \$28,925.

Ratification of the signature is necessary due to the absence of the original authorized signator during contract award and emergency repair.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Emergency work needed to be performed on the decking of the Dogtown Bridge. On November 1st, Dogtown Road was closed after examining the extensive rot on the deck planks. Holes on the flat-laid deck planks and running boards pose a danger to drivers. The existing steel pony truss and timber stringers are in good shape. Twenty linear feet of bridge deck will be removed and replaced. Four bids were received to perform the work and Sierra Communications, Inc. was the lowest qualified contractor to bid the emergency work.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, this Agreement will not be valid.

FINANCIAL IMPACT:

No Financial Impact

ATTACHMENTS:

SCCI Gen Eng 22-031 Dogtown Rd Bridge (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

COUNTY OF MARIPOSA (Owner)

Public Works
4538 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

Dogtown Bridge Repair

Agreement No. 22-031

DATE: November 23, 2021

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR: Sierra Communications & Construction, Inc. P.O. Box 308, Catheys Valley, CA 95306

LICENSE NO: 798822

2. SCOPE OF THE WORK

See Scope of Work attached as Appendix A.

- 3. COMPENSATION FOR WORK.** Contractor's total compensation for the Work performed under this Agreement (Contract Sum) is \$28,925, to be paid as (check one): (1) ☒ lump sum; (2) ☐ lump sum with progress payments; (3) ☐ per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of \$28,925. All payments (check one): ☒ shall ☐ shall not be subject to a five percent (5%) retention.

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

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

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

Substantial Completion Date: Within 20 working days of Commencement Date.

Final Completion Date: Within 5 working days of Substantial Completion.

4.01 Liquidated Damage Amounts.

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

4.02 Scope of Liquidated Damages

- A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

5. TERMS AND CONDITIONS.

- 5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):
- A. Appendix A – Scope of Work and Contractor Cost Proposal
 - B. Appendix B – General Conditions
 - C. Appendix C – Insurance
 - D. Appendix D – Construction Performance Bond
 - E. Appendix E – Construction Labor and Materials Payment Bond
 - F. Appendix F – Supplemental Conditions, if applicable
- 5.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.
- 5.03 Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

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

COUNTY OF MARIPOSA

60B713795F7

Marshall Long
 Marshall Long, Chair
 Board of Supervisors

CONTRACTOR:

Name: Sierra Communications & Construction, Inc.

60B71379601

Stacey Ball
 By: _____
 (Signature)

APPROVED AS TO FORM:

60B713795ED

Steven W. Dahlem
 Steven W. Dahlem
 County Counsel

SCCI General Engineering

22-031- 2

Dogtown Bridge Repair

County Counsel

Appendix A to Construction Services Agreement

SCOPE OF WORK

The Contractor shall remove and replace 20 linear feet of damaged deck boards and runners on Bridge No. 40C0038, Dogtown Road over Maxwell Creek. The work to be done includes furnishing all materials, equipment, tools, labor, and Incidentals as required to remove twenty – 16 ft long transverse deck boards and six – 20 ft long running boards and replace them with new pressure treated sawn lumber and galvanized hardware. Existing wheelstops and running board straps shall be salvaged and reinstalled. Other items or details not mentioned herein that are required by the Standard Specification or these special provisions shall be performed, constructed, furnished, or installed.

(End of Appendix A)

EXHIBIT "A"



PO Box 308, Catheys Valley, CA 95306

Office: 209-742-4948

Fax: 209-742-5995

www.sierraccl.com

License # 798922

General Engineering

Cost Proposal

Dogtown Bridge Repair

Date: November 8, 2021

To: Mariposa County

Attn: Mike Ziegenfuss

Sierra Communications and Construction is pleased to offer a proposal for the following scope of work:

The existing bridge is a pony truss with longitudinal wood stringers and transverse flat laid deck planks. This project includes removing and replacing approximately 20' portion of the deteriorated transverse deck boards and runners.

Lump Sum \$28,925

Note: This proposal specifically excludes any other damage, structural or otherwise to the existing bridge

Exclusions:

Permits, fees, testing

Tommy Ball

Tommy Ball

Office: 209-742-4948 Cell: 559-760-0005



Mariposa County Department of Public Works

Roads - Parks & Recreation - Facilities - Airport
Engineering - Surveying - Transportation - Utility Operations
Fleet Maintenance - Solid Waste - Cemeteries

Team, Service, Stewardship

4550 Ben Hur Road
Mariposa, CA 95335
(209) 938-6355 office
(209) 938-2824 fax
www.mariposacounty.org

Informal Bid

Dogtown Road over Maxwell Creek Bridge Deck Rehabilitation Bridge No. 40C0038

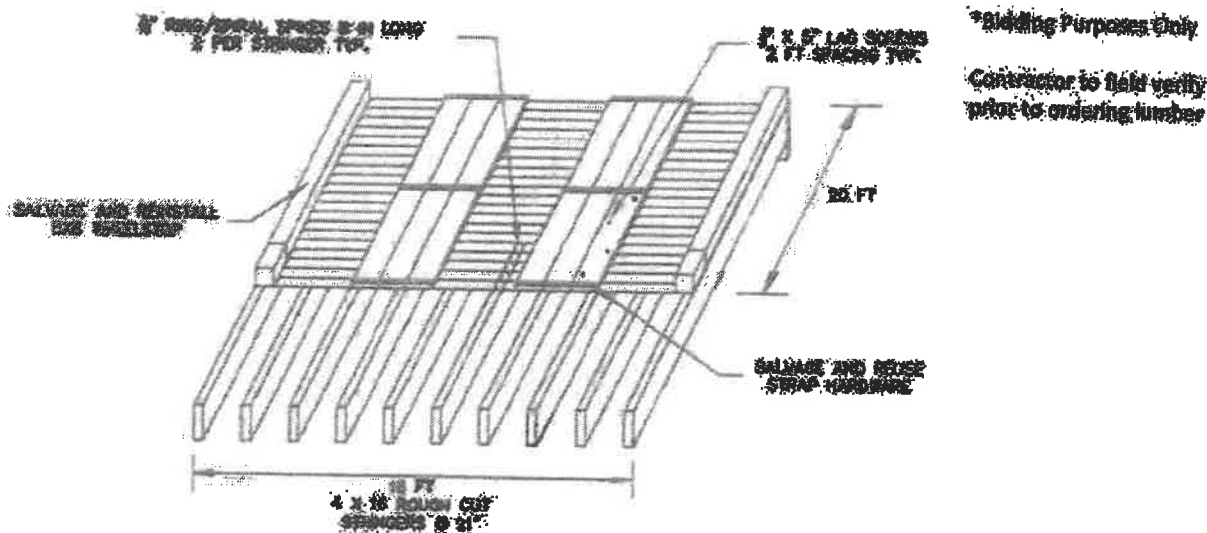
The County of Mariposa invites bids for the Dogtown Road over Maxwell Creek Bridge Deck Rehabilitation near the community of Coulterville.

The existing bridge is a pony truss with longitudinal wood stringers and transverse flat laid deck planks. This project includes removing and replacing a portion of the deteriorated transverse deck boards and runners.

Dogtown Road is currently closed. Traffic control is omitted. Contractor shall set aside barriers and replace them at the end of each work day.

The classification of Contractor's license required in the performance of this Contract is Class A.

The Bidder must be registered with the Department of Industrial Relation prior to bid opening and provide proof of registration in the bid.



Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the County in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the County of Mariposa Department of Public Works and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>

The 2012 Standard Specifications of the California Department of Transportation, Labor Surcharge and Equipment Rental Rates and this Notice shall be considered a part of any contract made pursuant thereto.

Upon the Contractor's request, the County will make payment of funds withheld from progress payments, pursuant to the requirements of Public Contracts Code Section 22309, if the Contractor deposits, in escrow with the County Treasurer or with a bank acceptable to the Department, securities eligible for the investment of State of California funds under Government Code Section 16320 or bank or savings and loan certificates of deposit in accordance with the conditions of the Special Provisions.

Lump Sum	Work to be performed includes furnishing all materials, equipment, tools, labor, and incidentals as required to:	Total Price
	(1) remove and replace twenty (20) 3"x12"x16' rough cut transversal deck planks with twenty (20) 3"x12"x16' water based pressure treated sawn planks.	28,925.00
	(2) remove and replace six (6) 3"x12"x20' sawn running boards with (6) 3"x12"x20' water based pressure treated sawn planks.	
	Due to irregularities and availability of oil treated rough cut lumber, there will be dimensional inaccuracies and adjustment required by substituting sawn lumber.	
	Performance & Payment Bonds (100% of the Total Bid)	

AMOUNT OF INFORMAL BID, WRITTEN OUT:

Twenty eight thousand nine hundred twenty five DOLLARS

CONSTRUCTION COMPANY NAME: Sierra Construction Company, Inc.

CLASS: A LICENSE NO.: 798922 PWSR (DIR) NO.: 1000026998

SIGNATURE OF BIDDER:

DATE:

11/17/2021

Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

- 1.01 Construction Services Agreement (Agreement) Force and Effect.** The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.
- 1.02 No Modification or Waiver.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.
- 1.03 Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner, and any assignment without Owner's prior written approval shall be null and void. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

- 2.01 Records and Payment Requests.** Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.
- 2.02 Independent Contractor.** Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed

by any governmental entity and will pay all other federal, state, or local taxes not specifically identified in the Contract Documents as Owner's responsibility.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of Owner, Contractor shall indemnify, defend, and hold Owner harmless for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Owner.

- 2.03 Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (Owner Indemnities), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
- 2.04 Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (Defective Work), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.
- 2.05 Compliance with Laws; Conflict of Interests.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in anyway attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. Contractor shall not engage in unlawful employment discrimination including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, sexual orientation, or sexual identity as prohibited by state or federal law.
- 2.06 Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 9204, 20104 - 20104.6, after which time the one year time period

in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

- 2.07 Execution; Venue; Limitations.** The Agreement shall be deemed to have been executed in County of Mariposa, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
- 2.08 Employee Wages; Records; Apprentices.** Contractor shall pay prevailing wages to its employees on any contract in excess of \$1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds \$2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.
- 2.09 Mandatory Contractor and Subcontractor Registration.** Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
- 2.10 Worker's Compensation.** Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.
- 2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.**
- A. If Contract Sum under the Agreement exceeds (or is expected to exceed) \$15,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).
 - B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).
- 2.12 Earthwork and Underground Facilities.** If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor,

Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

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

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

- A.** Should any clarification, determination, action or inaction by Owner, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with County stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.
- B.** Owner will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Project Documents, it shall so notify Owner, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim.
- C. Claim Format**
1. **A.** Contractor shall submit the claim justification in the following format:
 - (a) Cover letter and certification;
 - (b) Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Project provisions supporting relief;
 - (c) List of documents relating to claim including Specifications, Drawings/Plans clarifications/requests for information, schedules, notices of delay, cost calculations and any others;
 - (d) Chronology of events and correspondence;
 - (e) Analysis of claim merit;
 - (f) Analysis of claim cost; and
 - (g) Attach supporting documents referenced in paragraph 2.14.C.1(c), above..
- D. Required Provisions on Contract Claim Resolution**
1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.
 2. Public Contract Code Section 9204 provides:
 - (a) For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.

- (b) Procedure:
- (1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.
 - (2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.
 - (3) Owner shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.
 - (4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.
 - (5) For claims under \$375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).
 - (6) The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action.
 - (7) Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.
 - (8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
 - (9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.
 - (10) Nothing in this section shall impose liability upon an Owner that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

- (11) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.
3. To the extent applicable, Public Contract Code Section 20104, et seq., provide.
- (a) For the purposes of this section, "Claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than \$375,000 do not qualify as a "separate demand of \$375,000 or less," as referenced above, and are not subject to this section.
- (b) Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.
- (c) Procedure:
- (1) The Claim must be in writing, submitted in compliance with all requirements of General Conditions including, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in the General Conditions or elsewhere in the Contract Documents.
 - (2) For Claims of fifty thousand dollars (\$50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
 - (3) For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
 - (4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
 - (5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(End of Appendix B)

Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **[\$2,000,000]** general aggregate and **[\$1,000,000]** each occurrence, subject to a deductible of not more than **[\$1,000]** payable by Contractor.
2. Business Automobile Liability Insurance with limits not less than **[\$1,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **[\$1,000]** payable by Contractor.
3. Workers' Compensation Employers' Liability limits not less than **[\$1,000,000]** each accident, **[\$1,000,000]** per disease and **[\$2,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the County of Mariposa, its board members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
4. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnities as Additional Insureds. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
5. Insurance policies in this Appendix C shall contain an endorsement containing the following terms:
 - 5.01 Owner Indemnities shall be named as Additional Insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.
 - 5.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
 - 5.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to County of Mariposa thirty (30) days in advance of the effective date thereof.
 - 5.04 Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.
6. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 5.03 above. Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A-,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.
8. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also

- apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.
9. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.
 10. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.
 11. Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(End of Appendix C)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/11/2021

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

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

PRODUCER 209-358-9100 209-358-9108
 Kilgore Insurance Agency
 2554 Alabama St., Ste B
 Atwater, CA 95301

CONTACT NAME Lee Correia
 PHONE 209-358-9100 FAX 209-358-9106
 ADDRESS

INSURED
 Sierra Communications & Construction, Inc.
 P O Box 308
 Cathays Valley, CA 95306

INSURER A Crum & Forster Specialty Ins. Co.
 INSURER B Carolina Casualty Ins. Co.
 INSURER C Scottsdale Ins. Co.
 INSURER D
 INSURER E
 INSURER F

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PROJECT ☐ LOC OTHER ☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	GLO-084493	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Per occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
☐ EQUIPMENT FLOATER DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 107, Additional Remarks Schedule, may be attached if more space is required)	RB0032285	08/06/2021	08/08/2022	Scheduled Equip \$ 287,500 Leased/Rented Eq \$ 100,000 Unscheduled Eq 80,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 107, Additional Remarks Schedule, may be attached if more space is required)
 Project: No 40C0038 Dogtown Road over Maxwell Creek Bridge Deck Rehabilitation near the community of Coulterville, Mariposa County Department of Public Works is hereby named as additional insured with respect to General Liability as required by written contract per blanket additional insured endorsement attached. Primary and Non-contributory endorsement and Waiver of Subrogation endorsement also attached.

CERTIFICATE HOLDER

Additional Insured:
 Mariposa County Public Works
 4639 Ben Hur Rd
 Mariposa, CA 95338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 Lee Correia

POLICY NUMBER: GLO-064493

COMMERCIAL GENERAL LIABILITY
CG 20 12 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

Any agency or subdivision you have agreed in a written contract to add as additional insured on your policy provided the written contract is signed prior to the "bodily injury", "property damage" or personal and advertising injury"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GLO-084493

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is signed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Locations and operations covered under this policy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However,

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GLO-084493

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 ELECTRONIC DATA LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
 POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE**Name Of Person(s) Or Organization(s):**

Any person or organization you have agreed in a written contract to waive any right of recovery against, provided the written contract is signed prior to the injury or damage

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: GLO-064493

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to the Other Insurance Condition and supersedes any provision to the contrary

Primary And Noncontributory Insurance

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

- (1) The additional insured is a named insured under such other insurance, and
- (2) You have agreed in writing in a contract or agreement prior to the injury or damage that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured where the additional insured is a named insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/23/2021

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

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

PRODUCER Steven Almanza(29623A7) 16300 Crenshaw Blvd Ste 208a Torrance CA 90504-1441		CONTACT NAME: Steven Almanza PHONE (A/C, NO, EXT): 562-861-0301 FAX (A/C, NO): 424-358-4847 E-MAIL ADDRESS: salmanza1@farmersagent.com															
INSURED SIERRA COMMUNICATIONS & PO BOX 308 CATHEYS VALLEY CA 95306		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Truck Insurance Exchange</td> <td>21709</td> </tr> <tr> <td>INSURER B: Farmers Insurance Exchange</td> <td>21652</td> </tr> <tr> <td>INSURER C: Mid Century Insurance Company</td> <td>21687</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Truck Insurance Exchange	21709	INSURER B: Farmers Insurance Exchange	21652	INSURER C: Mid Century Insurance Company	21687	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	607189860	02/17/2021	02/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

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

PROJECT: No - 40C0038 Dogtown Road over Maxwell Creek Bridge Deck Rehabilitation near the community of Coulterville, Mariposa County Department of Public Works is hereby named as additional insured with respect to General Liability as required by written contract per blanket additional insured endorsement attached. Primary and Non-contributory endorsement and waiver of Subrogation endorsement also attached.

CERTIFICATE HOLDER

CANCELLATION

MARIPOSA COUNTY PUBLIC WORKS 4639 BEN HUR RD MARIPOSA CA 95338	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <u>Steven Almanza</u>
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



J7120
1st Edition

BUSINESS AUTO EXTENSIONS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Section II - Liability Coverage is amended as follows:

1. The following is added to Paragraph A. 1. Who Is An Insured:

Blanket Additional Insured

Each person or organization with whom you agree, by virtue of a written contract or agreement, to provide insurance is an "insured", but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy:

- (1) Provided that the contract or agreement is signed and executed by you prior to the "bodily injury" or "property damage" loss; and
- (2) The contract or agreement is in effect during the policy period.

B. Section IV - Business Auto Conditions is amended as follows:

1. The following is added to Paragraph A.5. Transfer Of Rights Of Recovery Against Other To Us:

Blanket Waiver Of Subrogation

We waive our right of recovery that we may have against a person or organization, but only to the extent that this is required of you by a written contract or agreement that is signed and executed prior to any "accident" or "loss". This waiver applies only to the person or organization designated in such contract or agreement.

2. The following is added to Paragraph B.5. Other Insurance:

Primary And Noncontributory

This insurance will be primary and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;
- (3) This contract or agreement is signed and executed by you prior to when the "bodily injury" or "property damage" occurs; and
- (4) This written contract or agreement is in effect during the policy period.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Appendix D to Construction Services AgreementBond No.: 1001148664
Premium: \$521.00Premium Based on
Final Contract Amount**CONSTRUCTION PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, County of Mariposa, a political subdivision of the California State of California (Owner) has awarded to Sierra Communication & Construction, Inc. as Principal, a Construction Services Agreement, dated the _____ day of _____, 2021 (Agreement), titled THE DOGTOWN BRIDGE REPAIR PROJECT in the amount of \$28,925, which Agreement is by this reference made a part hereof, for the work described as follows:

(Describe Agreement Work) Repair of Dogtown Bridge

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;
3. NOW, THEREFORE, we, the undersigned Principal and American Contractors Indemnity Company as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:
 - 6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
 - 6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any

one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.

8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.
9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.
10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 18th day of November, 2021

CONTRACTOR AS PRINCIPAL

Sierra Communications & Construction, Inc.

Company: (Corp. Seal)

Stacey Ball
Signature

Name

Stacey Ball
Title

Title

PO Box 308

Street Address

Catheys Valley, CA 95306

City, State, Zip Code

SURETY

American Contractors Indemnity Company

Company: (Corp. Seal)

Pietro Micciche
Signature

Pietro Micciche

Name

Attorney-in-Fact

Title

801 S. Figueroa St., Suite 700

Street Address

Los Angeles, CA 90017

City, State, Zip Code

(End of Appendix D)

CIVIL CODE § 1189

Appendix E to Construction Services Agreement
CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

Bond No.: 1001148664
 Premium Included in
 Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **County of Mariposa**, a political subdivision of the California State of California (**Owner**) has awarded to **Sierra Communication & Construction, Inc.**, as Principal, a Construction Services Agreement, dated the _____ day of _____, 2021 (**Agreement**), titled THE DOGTOWN BRIDGE REPAIR PROJECT located at Mariposa County in the amount of \$28,925, which Agreement is by this reference made a part hereof, for the work described as follows:

Repair of Dogtown Bridge

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law,
 American Contractors
3. NOW, THEREFORE, we, the undersigned Principal and Indemnity Company as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM (\$28,925), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.
7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.
8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 18th day of November, 2021.

CONTRACTOR AS PRINCIPAL

Sierra Communications & Construction, Inc. American Contractors Indemnity Company
 Company: (Corp. Seal) Company: (Corp. Seal)

Signature

Name

SURETY

Company: (Corp. Seal)

Signature

Pietro Micciche

Name

<u>Title</u>	<u>Attorney-in-Fact</u>
<u>PO Box 308</u>	<u>801 S. Figueroa St., Suite 700</u>
<u>Street Address</u>	<u>Street Address</u>
<u>Catheys Valley, CA 95306</u>	<u>Los Angeles, CA 90017</u>
<u>City, State, Zip Code</u>	<u>City, State, Zip Code</u>

(End of Appendix E)

CIVIL CODE § 1180

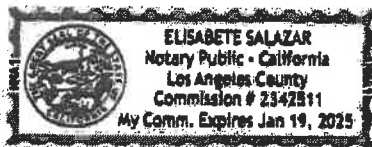
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On NOV 18 2021 before me, Elisabete Salazar, Notary Public
Date Here insert Name and Title of the Officer
personally appeared Pietro Micciche
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/it~~/they executed the same in his/~~her/its~~/their authorized capacity(ies), and that by his/~~her/its~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public _____

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer is Representing: _____

Signer's Name: _____
☐ **Corporate Officer — Title(s):** _____
☐ **Partner —** ☐ **Limited** ☐ **General**
☐ **Individual** ☐ **Attorney in Fact**
☐ **Trustee** ☐ **Guardian or Conservator**
☐ **Other:** _____
Signer Is Representing: _____

**TOKIO MARINE
HCC**

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

PATRICIA ZENIZO, PIETRO MIOCCICHE, ELISABETE SALAZAR of GLENDALE, CALIFORNIA

its true and lawful Attorney(s)-in-fact, in its separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed ^{Five Million} \$5,000,000.00. This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted

under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Resolved that the President, any Vice President, any Assistant Vice President, any Secretary or any Assistant Secretary shall be and is authorized with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability, thereunder, and any such instruments so executed by any such Attorney-in-fact shall be binding upon the Companies as affirmed by the President and sealed and attested by the Corporate Secretary.

It is resolved that the signature of any authorized officer and seal of the Company shall be and is attached to any power of attorney or any certificate relating thereto by facsimile and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be as binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

**AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY**

State of California

County of Los Angeles

By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia Q. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I, the undersigned, a Notary Public in and for the State of California, do hereby certify that the foregoing paragraph is true and correct. My hand and official seal.

Signature

[Signature]

(seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies which is in full force and effect. Furthermore, the resolutions of the Boards of Directors of the Companies in the Power of Attorney are true and correct.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this

1st day of June, 2018

Corporate Seal

John No.

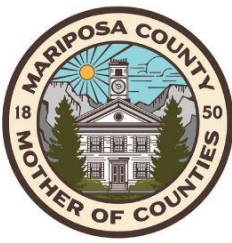
20114866

Agent No. 3057

Kio Lo, Assistant Secretary

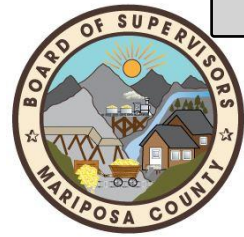
Visit tmhcc.com/surety for more information

HCCSMANPOA06/2018



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



RESOLUTION - ACTION REQUESTED 2021-653

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Resolution for Authorization to Apply for FY 2021 Homeland Security Grant Program

RECOMMENDATION AND JUSTIFICATION:

Adopt a resolution of authorization to apply for Fiscal Year 2021 Homeland Security Grant Program and accept grant funding if and when the application is approved; Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel).

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 \$92,770.00 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 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 enhance the county's operations.

FINANCIAL IMPACT:

An estimate of Revenue and Appropriations in the Homeland Security Grant Program Fund (445) have been included in the FY 2021-22 Requested Budget.

ATTACHMENTS:

FY 2021 HSGP Resolution (PDF)

FY 2021 HSGP Subaward Approval (PDF)

Attachment A - FY2021 HSGP Allocations (PDF)

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

RESOLUTION NO. 21-**RESOLUTION AUTHORIZING APPLICATION TO THE CALIFORNIA OFFICE OF
EMERGENCY SERVICES FOR FUNDS UNDER THE FISCAL YEAR 2021
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 FY21 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 2021 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 2021 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 7th day of December, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Marshall Long, Chair
Mariposa County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

RENÉ LaROCHE
Clerk of the Board

STEVEN W. DAHLEM
County Counsel

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



October 27, 2021

Jeremy Brieze
~~Doug Binnewies~~
Sheriff
Mariposa County
PO Box 276
Mariposa, CA 95338

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL

Fiscal Year (FY) 2021 Homeland Security Grant Program (HSGP)

Subaward #2021-0081, Cal OES ID#043-00000

Subaward Period of Performance: 09/01/2021-05/31/2024

Brieze
Dear Sheriff ~~Binnewies~~:

We are pleased to announce the approval of your FY 2021 HSGP subaward in the amount of \$92,770.

Once the completed application is received and approved, reimbursement of eligible subaward expenditures may be requested using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a hold on funding, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward period of performance.

Subrecipients must obtain additional written approval prior to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.



3650 SCHRIEVER AVENUE, MATHER, CA 95655

www.CalOES.ca.gov

Jeremy Brieze
~~Doug Binniewies~~
 October 27, 2021
 Page 2 of 2

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency Grants Reporting Tool (GRT) semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities.

A Conditional Hold has been placed on your award for the following investments which fall under the National Priority Areas:

IJ# 5 Domestic Violent Extremism - \$7,235 Project# 5 Tri-Band Radio Equipment.

To release this hold, additional information is required for the investments identified which must be submitted in the December 2021 Biannual Strategy Implementation Report in a manner consistent with Grants Program Directorate Information Bulletin No. 447.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,



MARK S. GHILARDUCCI
 Director


 Jeremy Brieze
~~Doug Binniewies~~
 Mariposa County

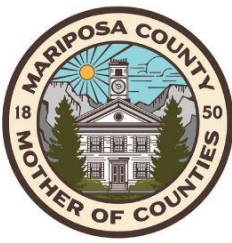
11/10/2021

Date

Attachment A – FY 2021 HSGP Final Allocations | 2021

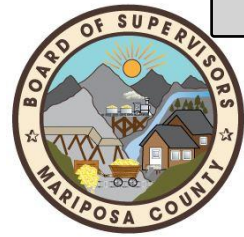
State Homeland Security Program (SHSP)				
Operational Area	Total Award		Operational Area	Total Award
ALAMEDA	1,718,273		ORANGE	3,216,641
ALPINE	72,317		PLACER	472,051
AMADOR	98,048		PLUMAS	92,959
BUTTE	281,822		RIVERSIDE	2,477,018
CALAVERAS	119,280		SACRAMENTO	1,604,710
COLUSA	91,715		SAN BENITO	136,324
CONTRA COSTA	1,209,532		SAN BERNARDINO	2,219,568
DEL NORTE	101,848		SAN DIEGO	3,363,206
EL DORADO	265,040		SAN FRANCISCO	957,996
FRESNO	1,081,477		SAN JOAQUIN	835,871
GLENN	240,480		SAN LUIS OBISPO	347,687
HUMBOLDT	206,104		SAN MATEO	835,489
IMPERIAL	260,662		SANTA BARBARA	555,589
INYO	93,278		SANTA CLARA	2,004,605
KERN	977,418		SANTA CRUZ	341,759
KINGS	226,074		SHASTA	212,592
LAKE	103,488		SIERRA	78,149
LASSEN	90,437		SISKIYOU	118,727
LOS ANGELES	10,192,647		SOLANO	507,962
MADERA	230,538		SONOMA	701,838
MARIN	331,528		STANISLAUS	623,510
MARIPOSA	92,770		SUTTER	174,089
MENDOCINO	161,494		TEHAMA	-
MERCED	353,846		TRINITY	88,324
MODOC	84,412		TULARE	547,060
MONO	88,241		TUOLUMNE	129,010
MONTEREY	508,867		VENTURA	903,983
NAPA	-		YOLO	380,796
NEVADA	171,496		YUBA	-
*Total				43,380,645

*SHSP allocations reflect National Priority Area project adjustments



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



RESOLUTION - ACTION REQUESTED 2021-654

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Resolution for Authorization to Apply for FY 2021 Emergency Management Performance Grant Program

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution of Authorization to Apply for Fiscal Year 2021 Emergency Management Performance Grant Program; and Accept the Allocation of \$128,648.00; Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel).

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).

Fiscal Year 2021 EMPG Local Allocation Schedule awards Mariposa County \$128,648, which has been included in the FY 2021-22 requested budget.

This annual grant requires a 1:1 match. Department general fund salaries, office rent and 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 \$128,648 have been included in the FY 2021/22 requested budget in fund 452.

ATTACHMENTS:**FY 2021 EMPG Resolution (PDF)****FY 2021 EMPG Subaward Approval - Signed (PDF)****Attachment A - FY2021 EMPG Allocations (PDF)****RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]****MOVER:** Rosemarie Smallcombe, District I Supervisor**SECONDER:** Wayne Forsythe, District IV Supervisor**AYES:** Smallcombe, Sweeney, Long, Forsythe, Menetrey

RESOLUTION NO. 21-

RESOLUTION AUTHORIZING APPLICATION TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES FOR FUNDS UNDER THE FISCAL YEAR 2021 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 FY21 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 2021 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 2021 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 7th day of December, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Marshall Long, Chair
Mariposa County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

RENÉ LaROCHE
Clerk of the Board

STEVEN W. DAHLEM
County Counsel

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



October 11, 2021

Jeremy Briese
Sheriff
Mariposa County
P.O. Box 276
Mariposa, CA 95338

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL

Fiscal Year (FY) 2021 Emergency Management Performance Grant
Program (EMPG)

Subaward #2021-0015, Cal OES ID#043-00000

Subaward Performance Period: July 1, 2021, to June 30, 2023

Dear Sheriff Briese:

We are pleased to announce the approval of your FY 2021 EMPG subaward in the amount of \$128,648. Once the completed application is received and approved, you may request reimbursement of eligible subaward expenditures using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a financial hold, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward performance period.

Subrecipients must obtain additional written approval from Cal OES prior to incurring costs involving activities such as aviation, watercraft, allowability requests, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.



3650 SCHRIEVER AVENUE, MATHER, CA 95655
www.CalOES.ca.gov

Jeremy Briese
October 11, 2021
Page 2 of 2

You are required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency's Grants Reporting Tool (GRT) semi-annually for the duration of the subaward performance period or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used to assess proposals in future grant opportunities.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,



MARK S. GHILARDUCCI
Director



Jeremy Briese
Mariposa County

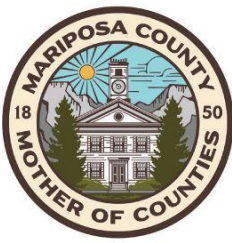
10/13/2021
Date

Attachment A – FY 2021 EMPG Allocations | 2021

Operational Area	Population	Base Amount	Per Capita Total	Total Award
ALAMEDA	1,670,834	125,000	337,392	462,392
ALPINE	1,142	125,000	230	125,230
AMADOR	37,676	125,000	7,608	132,608
BUTTE	210,291	125,000	42,464	167,464
CALAVERAS	45,023	125,000	9,092	134,092
COLUSA	21,902	125,000	4,423	129,423
CONTRA COSTA	1,153,561	125,000	232,938	357,938
DEL NORTE	27,298	125,000	5,513	130,513
EL DORADO	193,227	125,000	39,018	164,018
FRESNO	1,023,358	125,000	206,647	331,647
GLENN	29,400	125,000	5,937	130,937
HUMBOLDT	133,302	125,000	26,917	151,917
IMPERIAL	188,777	125,000	38,120	163,120
INYO	18,584	125,000	3,753	128,753
KERN	917,553	125,000	185,282	310,282
KINGS	153,608	125,000	31,018	156,018
LAKE	64,040	125,000	12,931	137,931
LASSEN	28,833	125,000	5,822	130,822
LOS ANGELES	10,172,951	125,000	2,054,226	2,179,226
MADERA	158,147	125,000	31,935	156,935
MARIN	260,831	125,000	52,670	177,670
MARIPOSA	18,067	125,000	3,648	128,648
MENDOCINO	87,946	125,000	17,759	142,759
MERCED	283,521	125,000	57,251	182,251
MODOC	9,570	125,000	1,933	126,933
MONO	13,464	125,000	2,719	127,719
MONTEREY	441,143	125,000	89,080	214,080
NAPA	139,088	125,000	28,086	153,086
NEVADA	98,114	125,000	19,812	144,812
ORANGE	3,194,332	125,000	645,032	770,032
PLACER	403,711	125,000	81,521	206,521
PLUMAS	18,260	125,000	3,688	128,688
RIVERSIDE	2,442,304	125,000	493,175	618,175
SACRAMENTO	1,555,365	125,000	314,075	439,075
SAN BENITO	62,353	125,000	12,591	137,591
SAN BERNARDINO	2,180,537	125,000	440,316	565,316
SAN DIEGO	3,343,355	125,000	675,124	800,124
SAN FRANCISCO	897,806	125,000	181,294	306,294
SAN JOAQUIN	773,632	125,000	156,220	281,220

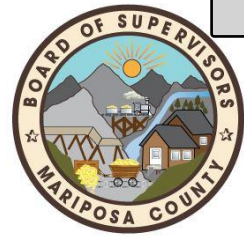
Attachment A – FY 2021 EMPG Allocations | 2021

Operational Area	Population	Base Amount	Per Capita Total	Total Award
SAN LUIS OBISPO	277,259	125,000	55,987	180,987
SAN MATEO	773,244	125,000	156,141	281,141
SANTA BARBARA	451,840	125,000	91,241	216,241
SANTA CLARA	1,961,969	125,000	396,180	521,180
SANTA CRUZ	271,233	125,000	54,770	179,770
SHASTA	178,045	125,000	35,953	160,953
SIERRA	3,201	125,000	646	125,646
SISKIYOU	44,461	125,000	8,978	133,978
SOLANO	440,224	125,000	88,895	213,895
SONOMA	492,980	125,000	99,548	224,548
STANISLAUS	557,709	125,000	112,618	237,618
SUTTER	100,750	125,000	20,344	145,344
TEHAMA	65,129	125,000	13,152	138,152
TRINITY	13,548	125,000	2,736	127,736
TULARE	479,977	125,000	96,921	221,921
TUOLUMNE	54,917	125,000	11,090	136,090
VENTURA	842,886	125,000	170,204	295,204
YOLO	221,705	125,000	44,769	169,769
YUBA	78,887	125,000	15,930	140,930
TRIBAL NATIONS	362,801	125,000	73,260	198,260
TOTAL	40,145,671	7,375,000	8,106,623	15,481,623



MARIPOSA COUNTY

Sheriff's Office • 209 966-3615



D.14

RESOLUTION - ACTION REQUESTED 2021-655

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Resolution for Authorization to Apply for FY 2021 Emergency Management Performance Grant Program ARPA

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution of Authorization to Apply for Fiscal Year 2021 Emergency Management Performance Grant Program - American Rescue Plan Act (ARPA); Accept the Allocation of \$60,136.00; and Authorize the Sheriff to Sign the EMPG-ARPA Grant Application; Approve Grant Agreement; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement and any Documents Pertaining to the Grant (Subject to Approval as to Legal Form by County Counsel).

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).

Fiscal Year 2021 EMPG-ARPA Local Allocation Schedule awards Mariposa County \$60,136.00 which has been included in the FY 2021-22 requested budget.

This annual grant requires a 1:1 match. Department general fund salaries, office rent and overhead account for the County's match. The intent of the grant is to support local efforts to protect against, mitigate the effects of, respond to, and recover from natural or human-caused disasters and other catastrophic events. The funds provided by this grant help to prepare the nation for the threats and hazards that pose the greatest risk to lives, property, and the environment in the United States. EMPG-ARPA provides funding to implement projects that enhance all-hazards preparedness and serve to build, sustain, and deliver 32 core capabilities across the five Mission Areas of the National Preparedness Goal (NPG). These Mission Areas, which are essential to the security and resilience of the nation, are Prevention, Protection, Mitigation, Response, and Recovery. The building, sustainment, and delivery of these core capabilities require the combined effort of the whole community, including public, private, and tribal entities. The expenditure requirements are the same as the EMPG grant and the EMPG-ARPA grant is separate additional funds to support the EMPG mission.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Mariposa County Board of Supervisors has approved and supported similar

REF ID# 12372

Packet Pg. 157

program applications and grants in past years, such as the EMPG-Supplemental in FY 2020-21.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not participate and lose the opportunity for these grant funds that support personnel, project and training costs associated with the county's Office of Emergency Services.

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, technology, provided trainings and office expenses. Revenue and Appropriations of \$60,136 have been included in the FY 2021/22 requested budget in Fund 452.

ATTACHMENTS:

FY 2021 EMPG-ARPA Resolution (PDF)

FY 2021 EMPG-ARPA Subaward Approval - Signed (PDF)

Attachment B - FY 2021 EMPG-ARPA Allocations (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

RESOLUTION NO. 21-

RESOLUTION AUTHORIZING APPLICATION TO THE CALIFORNIA OFFICE OF EMERGENCY SERVICES FOR FUNDS UNDER THE FISCAL YEAR 2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - AMERICAN RESCUE PLAN ACT

WHEREAS, the California Office of Emergency Services administers the Emergency Management Performance Grant Program - ARPA; 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 FY21 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 2021 Emergency Management Performance Grant Program - ARPA.

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 2021 Emergency Management Performance Grant Program - ARPA:

- (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 7th day of December, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Marshall Long, Chair
Mariposa County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

RENÉ LaROCHE
Clerk of the Board

STEVEN W. DAHLEM
County Counsel

GAVIN NEWSOM
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



October 11, 2021

Jeremy Briece
Sheriff
Mariposa County
P.O. Box 276
Mariposa, CA 95338

SUBJECT: NOTIFICATION OF SUBRECIPIENT SUBAWARD APPROVAL

Fiscal Year (FY) 2021 Emergency Management Performance Grant
Program-American Rescue Plan Act (EMPG-ARPA)
Subaward #2021-0014, Cal OES ID#043-00000
Subaward Performance Period: July 1, 2021, to June 30, 2023

Dear Sheriff Briece:

We are pleased to announce the approval of your FY 2021 EMPG-ARPA subaward in the amount of \$60,136. Once the completed application is received and approved, you may request reimbursement of eligible subaward expenditures using the California Governor's Office of Emergency Services (Cal OES) Financial Management Forms Workbook. Failure to provide documentation in a timely manner could result in a financial hold, pursuant to Title 2, Code of Federal Regulations (CFR), Sections 200.338(a) and 200.207(b)(1)-(2).

This subaward is subject to requirements in 2 CFR, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward performance period.

Subrecipients must obtain additional written approval from Cal OES **prior** to incurring costs involving activities such as aviation, watercraft, allowability requests, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.



3650 SCHRIEVER AVENUE, MATHER, CA 95655
www.CalOES.ca.gov

Attachment: FY 2021 EMPG-ARPA Subaward Approval - Signed (RES-2021-655 : Resolution for Authorization to Apply for FY 2021 Emergency

Jeremy Briece
October 11, 2021
Page 2 of 2

You are required to prepare and submit the Biannual Strategy Implementation Report to Cal OES via the Federal Emergency Management Agency's Grants Reporting Tool (GRT) semi-annually for the duration of the subaward performance period or until all activities are completed and the subaward is formally closed. Failure to submit required reports could result in subaward reduction, suspension, or termination. Throughout the subaward cycle, milestones set in the GRT will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used to assess proposals in future grant opportunities.

Your dated signature is required on this letter. Please sign and return the original to your Cal OES Program Representative within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please contact your Cal OES Program Representative.

Sincerely,



MARK S. GHILARDUCCI
Director



Jeremy Briece
Mariposa County

10/13/2021

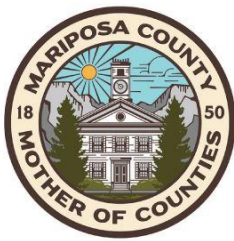
Date

Attachment B – FY 2021 EMPG-ARPA Allocations | 2021

Operational Area	Population	Base Amount	Per Capita Total	Total Award
ALAMEDA	1,670,834	60,000	12,582	72,582
ALPINE	1,142	60,000	9	60,009
AMADOR	37,676	60,000	283	60,283
BUTTE	210,291	60,000	1,584	61,584
CALAVERAS	45,023	60,000	339	60,339
COLUSA	21,902	60,000	165	60,165
CONTRA COSTA	1,153,561	60,000	8,687	68,687
DEL NORTE	27,298	60,000	205	60,205
EL DORADO	193,227	60,000	1,455	61,455
FRESNO	1,023,358	60,000	7,706	67,706
GLENN	29,400	60,000	222	60,222
HUMBOLDT	133,302	60,000	1,004	61,004
IMPERIAL	188,777	60,000	1,421	61,421
INYO	18,584	60,000	140	60,140
KERN	917,553	60,000	6,910	66,910
KINGS	153,608	60,000	1,156	61,156
LAKE	64,040	60,000	483	60,483
LASSEN	28,833	60,000	217	60,217
LOS ANGELES	10,172,951	60,000	76,606	136,606
MADERA	158,147	60,000	1,190	61,190
MARIN	260,831	60,000	1,965	61,965
MARIPOSA	18,067	60,000	136	60,136
MENDOCINO	87,946	60,000	662	60,662
MERCED	283,521	60,000	2,135	62,135
MODOC	9,570	60,000	72	60,072
MONO	13,464	60,000	101	60,101
MONTEREY	441,143	60,000	3,322	63,322
NAPA	139,088	60,000	1,048	61,048
NEVADA	98,114	60,000	739	60,739
ORANGE	3,194,332	60,000	24,054	84,054
PLACER	403,711	60,000	3,040	63,040
PLUMAS	18,260	60,000	138	60,138
RIVERSIDE	2,442,304	60,000	18,391	78,391
SACRAMENTO	1,555,365	60,000	11,712	71,712
SAN BENITO	62,353	60,000	470	60,470
SAN BERNARDINO	2,180,537	60,000	16,420	76,420
SAN DIEGO	3,343,355	60,000	25,177	85,177
SAN FRANCISCO	897,806	60,000	6,761	66,761
SAN JOAQUIN	773,632	60,000	5,825	65,825

Attachment B – FY 2021 EMPG-ARPA Allocations | 2021

Operational Area	Population	Base Amount	Per Capita Total	Total Award
SAN LUIS OBISPO	277,259	60,000	2,088	62,088
SAN MATEO	773,244	60,000	5,823	65,823
SANTA BARBARA	451,840	60,000	3,403	63,403
SANTA CLARA	1,961,969	60,000	14,774	74,774
SANTA CRUZ	271,233	60,000	2,042	62,042
SHASTA	178,045	60,000	1,341	61,341
SIERRA	3,201	60,000	24	60,024
SISKIYOU	44,461	60,000	335	60,335
SOLANO	440,224	60,000	3,315	63,315
SONOMA	492,980	60,000	3,712	63,712
STANISLAUS	557,709	60,000	4,200	64,200
SUTTER	100,750	60,000	759	60,759
TEHAMA	65,129	60,000	490	60,490
TRINITY	13,548	60,000	102	60,102
TULARE	479,977	60,000	3,615	63,615
TUOLUMNE	54,917	60,000	413	60,413
VENTURA	842,886	60,000	6,347	66,347
YOLO	221,705	60,000	1,670	61,670
YUBA	78,887	60,000	594	60,594
TRIBAL NATIONS	362,801	60,000	2,732	62,732
TOTAL	40,145,671	3,540,000	302,311	3,842,311



MARIPOSA COUNTY

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



MARSHALL LONG, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
TOM SWEENEY
WAYNE FORSYTHE
MILES MENETREY

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V

ACTION SUMMARY MINUTES

November 16, 2021

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Tom Sweeney	District II Supervisor	Present	9:00 AM
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Excused	

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

Sarah Williams/Planning Director introduced Hannah Harrison, their new intern from Kentucky. Ms. Williams noted that the California Climate Action Corps Program is providing Ms. Harrison with all of her salary and benefits. She also noted that Ms. Harrison will be working on implementing actions for the community wildfire plan.

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

No public comment. Regarding CA8, Supervisor Smallcombe and Dallin Kimble/County Administrative Officer discussed the incidence of different agreements across different departments with the same provider and the need for centralized or centrally coordinated purchasing.

Minutes Acceptance: Minutes of Nov 16, 2021 9:00 AM (Items Considered Separately)

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

CA1. Health and Human Services RES-2021-622

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2021-623

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

CA3. Sheriff's Office RES-2021-624

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

CA4. Withdrawn

CA5. Board of Supervisors

Approve the Minutes of Monday, November 1, 2021

CA6. Clerk of the Board of Supervisors 2021-101

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in October of 2021

CA7. Clerk of the Board of Supervisors 2021-102

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in October of 2021

CA8. Health and Human Services RES-2021-625

Approve an Agreement with AmeriGas for Continuation of Propane Services; and Authorize the Board of Supervisors Chair to Sign the Agreement: Attachment "A" - Price of Propane in Effect from September 30, 2021 through September 30, 2022

CA9. Health and Human Services RES-2021-626

Approve a Purchase of Service Agreement Between the Mariposa County Health & Human Services Agency (HHSA) and Mariposa County Sheriff's Office (MCSO) to Establish and Maintain a Qualified Public Assistance Fraud Investigation Unit Dedicated to Investigating Allegations of Public Assistance Fraud and Other Related Crimes; and Authorize the Director of HHSA and Department Head of MCSO to Sign the Agreement

CA10. HHS/Community Services 2021-103

Appoint Christine Kleiman-Moore to the Mariposa County Commission on Aging Representing District III, with a Term Concurrent with District III Supervisor, Expiring January 2, 2023 and Appoint Dayla Reagan-Buell to the Mariposa County Commission on Aging Representing an At-Large Position, with a Term Expiration of November 16, 2025

CA11. HHS/Social Services RES-2021-627

Approve an Agreement with Drugtech Toxicology Services LLC for Drug and Alcohol Testing Services for Clients Within the Child Welfare Services Branch of Mariposa County Health and Human Services Agency (HHSA) Effective July 1, 2021; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Board Recognitions**1. Health and Human Services 2021-104****Proclaim the Week of November 13-20, 2021, as Hunger and Homelessness Awareness Week**

Shannon Gadd/Health and Human Services Agency (HHSA) Director introduced Debra Barcellos/Mariposa Heritage House Director who gave the report with the assistance of Abby Miller/Training Specialist, and Cathy Maxwell/Housing Navigator. No public comment.

Chair Long presented the proclamation to Ms. Barcellos and staff.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

2. Board of Supervisors 2021-105**Proclaim the Week of November 12-18, 2021, as Community Foundation Week (Board Chair)**

Marilyn Saunders/Mariposa Community Foundation Executive Director gave the report, noting that today is National Philanthropy Day. No public input.

Chair Long presented the proclamation to Lester Bridges and Marilyn Saunders.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

F. Departmental Presentation

Kristina Allen/Deputy Director of Public Health reported that there are 41 active COVID19 cases, 11 of which are hospitalized. She noted that on October 31, we ended the month with 59 cases; we saw 40 cases the next week; and so far this week, have seen 14 cases. Dr. Allen also advised of upcoming clinic days and times, and noted that all clinics will also offer flu vaccines, as well.

Jacob Hawley/Visitor Center Operations Managers noted that in 2020, they only had 8000 visitors but so far this year they have reached 12,500 visitors. Mr. Hawley also noted that Highway 120 is still closed as is Glacier Point.

G. Public Comment on Non-Agenda Items

Unidentified individual spoke regarding illegal marijuana grows, and questioned what will be done when the water runs out because great amounts of water are being pumped out by the many illegal grows in his subdivision. He also noted that he thinks the marijuana ordinance needs to be enhanced to add a penalty for pumping water out of the ground in support of a criminal activity.

H. Regular Agenda Items

1. Public Works RES-2021-628

Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

Shannon Hansen/Interim Public Works Director provided the update and noted that they are still waiting on materials, and reported that they have been advised that they will take four to six weeks. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

2. Planning RES-2021-629

Adopt a Resolution Authorizing Grant-Funded Restoration Activities to Commence in the Phase II and Phase III Segments of the Mariposa Creek Parkway, and Authorize the Board of Supervisors Chair to Sign the Air Pollution Control District (APCD) Permit Application

Sarah Williams gave the staff report on behalf of Mikey Goralnik and Gary Miltmore of Sierra Foothill Conservancy by describing the work that will be accomplished. During public comment, Gary Miltmore discussed how pleased he was to be working on this project. In response to an inquiry from Supervisor Smallcombe, Mikey Goralnik responded telephonically regarding the timelines for the restoration

and the installation of the interpretive signs. In response to Supervisor Sweeney's inquiry, Mr. Goralnik also noted that approximately eight acres will be treated.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

3. HHS/Social Services RES-2021-630

Approve the Certification Instructions and Funding Conditions to Accept \$250,000.00 for the Home Safe Program through the California Department of Social Services; and Authorize the Health and Human Services Agency Director to Sign the Certification Instruction and Funding Conditions

Shannon Gadd gave the staff report. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

4. HHS/Social Services RES-2021-631

Approve the Certification Instructions and Funding Conditions to Accept \$250,000.00 for the Housing and Disability Advocacy and Prevention (HDAP) Program through the California Department of Social Services; and Authorize the Health and Human Services Agency Director to Sign the Certification Instructions and Funding Conditions

Shannon Gadd gave the staff report. No public comment.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

5. HHS/Social Services RES-2021-632

Authorize the Mariposa County Health and Human Services Agency to Apply for the Housing and Disability Advocacy and Prevention (HDAP)

Program through the California Department of Social Services, Targeted Strategic Investment Competitive Allocation

Shannon Gadd gave the staff report. During public comment, Ben Goger/Housing Development Specialist spoke in support of the item. Supervisor Smallcombe and Mr. Goger discussed how the program will be implemented.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

Recess

10:16 AM Chair Long recessed the meeting for a brief break and reconvened at 10:21 AM.

6. Administration/Community Development RES-2021-633

Adopt a Resolution Establishing the Connect Mariposa Advisory Board (CMAB) to Direct the Process of Identifying and Creating a Broadband Plan, as it Relates to the Central Sierra Regional Broadband Roadmap and the Community Broadband Plan

Dallin Kimble/County Administrative Officer provided an overview of the item and introduced Tara Schiff/Economic Development Specialist who gave the staff report. Public comment opened. Marilyn Saunders/Economic Development Corporation expressed support on behalf of the EDC noting that broadband is essential and public comment is essential. Dan Rule/Sierratel noted that Sierratel is a proponent of doing whatever it takes to get broadband to every household in the County. Public comment closed. Supervisor Sweeney and Mr. Kimble discussed the need for the committee to select a chair at the beginning of each meeting. Supervisor Smallcombe advised that the provision was added at her request for light administration.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe

EXCUSED: Miles Menetrey

I. Items removed from Consent Agenda

CA4. Board of Supervisors

Approve the Minutes of Tuesday, October 26, 2021

Minutes Acceptance: Minutes of Nov 16, 2021 9:00 AM (Items Considered Separately)

J. Board Information

Information received.

K. Adjournment

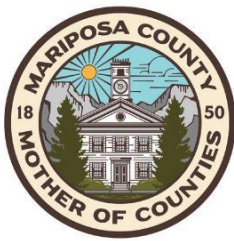
10:48 AM Chair Long adjourned the meeting in memory of Jess Allen McCoy, Zig "Zbigniew" Kuchta, Donald Joseph Hoffman, and Marina Ann Jaramillo.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Nov 16, 2021 9:00 AM (Items Considered Separately)



MARIPOSA COUNTY

P.O. Box 784 Mariposa, CA 95338 (209) 966-3222
5100 Bullion Street
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MARSHALL LONG, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
TOM SWEENEY
WAYNE FORSYTHE
MILES MENETREY

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V

ACTION SUMMARY MINUTES

November 23, 2021

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

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Tom Sweeney	District II Supervisor	Excused	
Marshall Long	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public input.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

EXCUSED: Tom Sweeney

CA1. Health and Human Services RES-2021-634

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. Health and Human Services RES-2021-635

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

CA3. Sheriff's Office RES-2021-636

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

CA4. Board of Supervisors

Approve the Minutes of Tuesday, October 26, 2021

CA5. Board of Supervisors

Approve the Minutes of Tuesday, November 2, 2021

CA6. Board of Supervisors

Approve the Minutes of Tuesday, November 9, 2021

CA7. Public Works RES-2021-637

Waive Encroachment Fee for the Lush Meadow Lights on December 10, 2021 from 5:00 Pm to 9:00 Pm Put on by the Woodland Elementary Booster Club

CA8. Sheriff's Office RES-2021-638

Approve the 1St Amendment to the JBCT Services Agreement with the Department of State Hospitals to Correct an Incidental Error Ensuring the Term Start Date is August 1, 2021, through July 31, 2024; and Authorize the Board of Supervisors Chair to Sign the Amendment

E. Departmental Presentation

Eric Sergienko/County Health Officer reported that 138 booster shots were given at Saturday's drive-through clinic; advised that he ended up pulling a shift in the Emergency Room at John C. Fremont Hospital where he treated an individual who was unable to care for themselves after being discharged from the hospital due to COVID19 and got hurt; discussed another person that was discharged but needed oxygen to go home; advised of a memorial service for someone who had passed due to COVID19; and noted other patients whose treatment for other issues were impacted due to the lack of I.C.U. beds. Dr. Sergienko encouraged people to get vaccinated, to stay away from work or school when sick, and to stay outside and get tested before and after holiday gatherings. In response to an inquiry from Supervisor Smallcombe, Dr. Sergienko discussed the percentage of the population that experiences "long haul" symptoms and thrombotic effects after contracting COVID19, noting that those risks are reduced for those who are vaccinated.

Steve Ward/County Fire - CALFIRE reported that one of the three Type 3 engine chassis is now at the factory, and advised that the next task will be getting it on the assembly line.

F. Public Comment on Non-Agenda Items

None.

G. Regular Agenda Items

1. Board of Supervisors (ID # 12374)

Receive an Update from Caltrans Regarding the Ferguson Rockshed Project (Supervisor Long)

Allen Lao/Ferguson Rock Shed Project Manager gave a PowerPoint overview of the project and its status. No public input.

RESULT: INFORMATION RECEIVED

2. Public Works RES-2021-639

Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(C)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050 4/5ths Vote Required

Shannon Hansen/Interim Public Works Director gave the staff report, noting that the contractor has estimated that supplies may arrive in Mid-December. No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

EXCUSED: Tom Sweeney

3. Public Works RES-2021-640

Approve Five Year Agreement with TK Elevator Corporation to Provide Maintenance and Repair Services for the Mariposa County Government Center Elevator; and Authorize the Board of Supervisors Chair to Sign the Agreement

Shannon Hansen gave the staff report. No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

EXCUSED: Tom Sweeney

4. Sheriff's Office RES-2021-641

Authorize the Dispatchers of the Mariposa County Sheriff's Office to Join the California Peace Officer Standards Training (POST) Public Safety Dispatcher Program

Jeremy Briese/Sheriff - Coroner - Public Administrator gave the staff report. Discussion ensued between Supervisor Smallcombe and Sheriff Briese regarding the policy process relative to Lexipol.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

EXCUSED: Tom Sweeney

5. Fire (ID # 12313)

Discussion with Possible Direction Regarding a Reserve Firefighter Program with Position Descriptions as Part of Mariposa County Fire

Steve Ward gave the staff report. Board discussion ensued regarding costs, the number of hours, and how the program would work. No public input. The Board indicated their interest in the program and provided direction.

DIRECTION:

Bring back an action item when budget timing allows.

RESULT: DIRECTION GIVEN

10:19 AM Chair Long recessed the meeting for a brief break and reconvened at 10:24 AM with Tracy Gauthier/Deputy Clerk of the Board II substituting in as clerk.

6. Administration RES-2021-642

Approve Un-Freezing the Legal Secretary I Allocation and Freezing the Office Assistant I Allocation in the District Attorney's Office; and Replacing the Senior Account Clerk with an Account Clerk I Allocation in the Auditor's Office

Leigh Westerlund/Assistant County Administrative Officer gave the staff report. No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

EXCUSED: Tom Sweeney

7. Clerk of the Board of Supervisors RES-2021-643

Reschedule the December 21, 2021 Regular Meeting of the Board of Supervisors

René LaRoche/Clerk of the Board gave the staff report. No public input.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Tom Sweeney

8. Clerk of the Board of Supervisors (ID # 12330)

Waive the First Reading and Introduce an Ordinance Titled "2021 District Reapportionment", Which Will Rescind and Replace Title 1.16 of Mariposa County Ordinance Code Regarding Supervisorial Districts Boundaries

René LaRoche gave the staff report. No public input.

RESULT: **INTRODUCED [UNANIMOUS] Next: 12/7/2021 9:00 AM**
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey
EXCUSED: Tom Sweeney

H. Items removed from Consent Agenda

None.

I. Board Information

Information received.

J. Closed Session

1. County Counsel (ID # 12373)

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

No public input.

RESULT: CLOSED SESSION HELD

10:41 AM Chair Long moved the Board into Closed Session.

K. Reconvene and Report Out

10:59 AM Chair Long reconvened the meeting with René LaRoche as clerk and reported out that Information was Received during the Closed Session.

Minutes Acceptance: Minutes of Nov 23, 2021 9:00 AM (Items Considered Separately)

L. Adjournment

11:00 AM Chair Long adjourned the meeting in memory of Nancy Lee Carroll, Alfred Bottino, RC "Vernon" Sherrell, Gary Dean Pitman, Jr., and William James (Billy) Whitla.

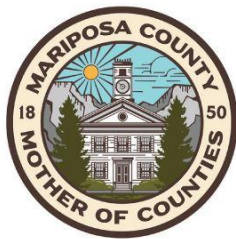
Respectfully submitted,

René LaRoche
Clerk of the Board

Tracy Gauthier
Deputy Clerk of the Board II

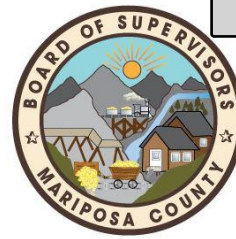
Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Nov 23, 2021 9:00 AM (Items Considered Separately)



MARIPOSA COUNTY

Public Works • 209-966-2498



MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Approve the FY 21/22 LTC OWPA Re-Calculation for Amendment I

RECOMMENDED ACTION AND JUSTIFICATION:

Approve the FY 21/22 Local Transportation Commission Overall Work Program Agreement Re-Calculation for Amendment I with Caltrans; and Authorize the LTC Chair to Sign the Re-Calculated Overall Work Program Amendment (OWPA).

There was a rounding error on the previous form and Caltrans has requested that the Interim Director of Public Works & Transportation sign the Re-Calculated Agreement. The Re-Calculation adjusted the Local/In-Kind Match column from \$84,388.36 to \$84,387.00. The Re-Calculated Agreement overall is \$1.36 Less than the previously approved agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Local Transportation Commission approved the previous FY 21/22 OWP Amendment I with Local Transportation Commission Resolution #2021-27 on September 28, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Should this not be approved staff will not be allowed to seek reimbursement on the OWP grant projects.

ATTACHMENTS:

OWPA FY21-22 Amendment I - Re-Calculated (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

OVERALL WORK PROGRAM AGREEMENT (OWPA) for

MFTA #: 74A0793

G.1.a

Mariposa County Local Transportation Commission

AGENCY DUNS #: 623257027

CFDA for Federal Funds 20.505*

11-17-21 OWPA RE-CALCULATION FOR AMEND 1

FY: 2021-2022

OWP Board Approval Date: 9/28/21

Amendment #: 1

1. The undersigned signatory hereby commits to complete this Fiscal Year (FY) the Annual Overall Work Program (OWP), which has been approved by the Department of Transportation (Caltrans), Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) and is attached as part of this OWPA.

2. All of the obligations, duties, terms and conditions set forth in the Master Fund Transfer Agreements (MFTA) that was executed January 1, 2015 through December 31, 2024 with Caltrans are incorporated by reference as part of this OWPA for this FY.

3. Match amounts, sources, and eligibility for Regional Transportation Planning Funds listed below, must be in compliance with Federal, State, or contractually agreed upon requirements.

4. Subject to the availability of funds this FY OWPA funds encumbered by Caltrans include, but may not exceed, the following:

Funding Source	MIN Required Match %	CURRENT FY Allocated Programmed Amount	CARRYOVER Programmed Amount	Toll Credit Match	Local/In-Kind Match	TOTAL Estimated Expenditures
FHWA PL (Toll Credit)	11.47%					\$ 0.00
FHWA PL (Local/In-kind Match)	11.47%					\$ 0.00
FTA 5303 (Toll Credit Match)	11.47%					\$ 0.00
FTA 5303 (Local/In-kind Match)	11.47%					\$ 0.00
FTA 5304	11.47%					\$ 0.00
FHWA SPR	20.00%					\$ 0.00
RPA	0.00%	\$ 158,000.00	\$ 39,500.00			\$ 197,500.00
RPA Grants	0.00%					\$ 0.00
SHA Grants	11.47%					\$ 0.00
SB1 Formula & Competitive	11.47%	\$ 460,000.00	\$ 191,328.93		\$ 84,387.00	\$ 735,715.93
PTA Adaptation	11.47%					\$ 0.00
Total Programmed Amount		\$ 618,000.00	\$ 230,828.93	\$ 0.00	\$ 84,387.00	\$ 933,215.93

*Local Match of 11.47 used for WE-8 WE-9

Agency Certification of Programmed Funds

The Agency certifies that programmed amounts are representative of eligible and approved activities. Any expenses in excess of available and programmed funds will be borne solely by the agency.

12/7/21

Authorized Signature

Date

Marshall Long, LTC Chair

Printed Name and Title

District Approval of Programmed Funds

The District has reviewed and approves the OWPA as submitted. Programmed amounts are representative of eligible and approved activities and is consistent with all obligations as approved in the OWP.

Authorized Signature

Date

Printed Name and Title

(HQ Department of Transportation Use Only)

The total amount of all funds encumbered by this document are: \$ _____

Fund Title: _____ Item: _____ Chapter Statute: _____ Fiscal Year: _____

Encumbrance Details:

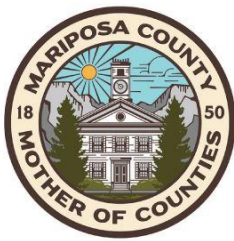
Acct Line #	Project ID#	Amount	Encumbrance Doc (Contract) Number

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and expenditure purpose stated above.

Signature of Department of Transportation Resources/Accounting Officer

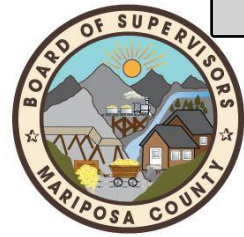
Date

Packet Pg. 179



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



H.1

RESOLUTION - ACTION REQUESTED 2021-656

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve an Agreement with Hoffman Electronic Systems for Alarm Monitoring in County Buildings

RECOMMENDATION AND JUSTIFICATION:

Approve Three Year Agreement with Hoffman Electronic Systems for Alarm Monitoring in the County Building of the Health and Human Services Agency; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors approved an agreement with Hoffman Electronic Systems to support the County buildings occupied by the Public Works office on August 24, 2021 through Resolution No. 2021-498.

Board of Supervisors approved an agreement with Hoffman Electronic Systems to support the County building occupied by the District Attorney's office on November 2, 2021 through Resolution No. 2021-615.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, the County building alarm systems for Health and Human Services will no longer be monitored.

FINANCIAL IMPACT:

No Financial Impact to the General Fund.

ATTACHMENTS:

Hoffman Electronic Systems - Wcsignature (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100

HOFFMAN

ELECTRONIC SYSTEMS

Security for Home & Business
Burglary, Fire, Access, Cameras
Who's Watching Your Home or Business?

Merced Area:
2301 Aviation Dr.
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.com

SALE AND/OR INSTALLATION AND SERVICES AGREEMENT - Retail Installment Contract

THIS AGREEMENT is made this **5th day of October, 2021** by and between Hoffman Electronic Systems, a California corporation ("Hoffman"), and Subscriber named below.

SUBSCRIBER	DESCRIPTION OF JOB
Mariposa County Behavioral Health PO Box 99, Mariposa, CA 95338	Mariposa County Behavioral Health 5362 Lemee Ln, Mariposa, CA 95338

1. SALE AND/OR INSTALLATION AND SERVICES. We will (check one box as applicable):

☒ Sell and install, and provide warranty and after-warranty repair service, and provide the other services for, the security systems described below (individually or collectively the "System"); OR

☐ Install, provide repair service, and provide the other services for the System, in which case **THE SYSTEM SHALL REMAIN OUR SOLE PROPERTY AND IS PROVIDED AS PART OF THE SERVICE.** Price and payment terms for monitoring service is included herein, and monitoring service is provided pursuant to the terms and conditions of our Agreement executed by Subscriber.

Signs and decals to remain the property of Hoffman under any circumstances.

System and Services Description

Mariposa County Family Services
5362 Lemee Lane
Mariposa, CA 95338- Security \$ 25.00 per month

Mariposa County Family Services
5362 Lemee Lane
Mariposa, CA 95338- Security \$ 25.00 per month

Hoffman to continue to monitor both security systems

Approximate Installation Starting Date: _____ Approximate Installation Completion Date: _____

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. Subscriber will, at Subscriber's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation and use of the System.

2. PRICE; PAYMENT; TERM; FINANCIAL DISCLOSURES

SALES/INSTALLATION PRICE
\$0.00
(Sales Tax Included in Installation Price)

MONITORING SERVICE

\$50.00/MONTH

Includes:

- | | | | |
|---|--|--|--|
| ☐ Cell | ☐ Total Control App | ☐ ZWave Control | ☐ Entre |
| ☐ Open/Close Reports | ☐ UL Certification | ☐ Camera Control | ☐ Instant Eye Witness |
| ☐ Camera Maintenance | ☐ Videofied Clips | ☐ Extended warranty | ☐ Fire inspections |

DEPOSIT DUE NOW \$
BALANCE WHEN THE SYSTEM IS COMPLETED \$ 0.00

INITIAL TERM OF MONITORING SERVICE

PAID: Monthly
TOTAL MONITORING SUM
FOR INITIAL TERM

3 - YEARS (36 Mo/12 qtr/3 yrs)
\$50.00 PER PERIOD
\$1,800.00

There is no financing charge or cost of credit associated with this Agreement (0% APR). The total sum set forth above as total monitoring sum for initial term is the total cash price and total cost of credit for monitoring service. WE MAY ELECT NOT TO START TO MONITOR THE SYSTEM OR PROVIDE OTHER SERVICES UNTIL THE SALES/INSTALLATION PRICE IS PAID IN FULL. You agree and understand that if you authorize any payments pursuant to any electronic means provided in the "Easy Payment Enrollment" form, and if such authorization is discontinued or terminated by you or any payment is dishonored by the financial institution or is not paid otherwise paid for any

1 OF 5 Pages

Hoffman

MH

Subscriber

RECEIVED
11/8/21
[Signature]

7

reason, your payment obligations under this Agreement remain in full force and effect and you agree to pay the same to Hoffman. If you fail to make any such payments, we may terminate providing any further services and all collection rights and remedies of Hoffman are expressly reserved.

For services, the initial term of this agreement is three (3) years commencing on the day service begins, and will automatically continue for successive one (1) Month terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or renewal term.

3. MONITORING SERVICE FEES ARE BILLED IN ADVANCE AND IS DUE UPON YOUR RECEIPT OF OUR INVOICE. YOU WILL PAY THE PRORATED SERVICES FEE FOR THE MONTH IN WHICH SERVICES BEGIN. THE FIRST PAYMENT FOR SERVICES IS DUE WHEN WE SUBSTANTIALLY COMPLETE THE INSTALLATION OF THE SYSTEM. Monitoring service will not begin until you have executed and delivered our Agreement. We may elect not to start to monitor the alarm system, activate other systems, or provide other services until the installation price is paid in full. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition we may impose a late charge on all payments for the installation of the System that more than ten (10) days past due in the maximum amount permitted by California law. You understand that the monitoring service fee does not include and text messaging or other cell phone usage charges by your wireless carrier that you may incur as a result of our notification and monitoring services. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may periodically increase the services fee as set forth in Section 19.

4. RECEIPT OF COPY. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT ALL OF THE TERMS ON THE AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.

5. DISCLAIMER OF LIABILITY. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BY-PASSED OR THAT IT WILL ALWAYS OPERATE. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SECTIONS 16 AND 17 ON THE AGREEMENT LIMIT OUR LIABILITY TO \$1,000.00 OR SIX (6) TIMES THE MONTHLY SERVICES FEE IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SECURITY CONSULTANT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL SERVICES FEE TO US.

6. INSTALLATION OF THE SYSTEM. You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all devices will be installed. If the alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110-volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler shut-off valves, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, and otherwise provide the proper environment for the Systems as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the System is being installed as part of new construction or a remodeling of an existing structure and we pre-wire any portion of the System, and such wiring and/or related System components (e.g. door switches) are damaged by you or others working on the premises, you agree to pay our standard labor and material charges to repair such damage. **IF ADDITIONAL TRIPS ARE REQUIRED TO COMPLETE THE JOB DUE TO CUSTOMER OR CONTRACTOR NOT PROVIDING REQUIRED EQUIPMENT OR CONNECTIONS BY SCHEDULED INSTALLATION DATE, (I.E. DOORS, WINDOWS, TELEPHONE, POWER... ETC.), THOSE TRIPS WILL BE BILLED AT STANDARD LABOR RATES. MOTION DETECTORS AND GLASS BREAK DETECTORS ARE FOR SPOT PROTECTION ONLY. SUBSCRIBER DESIRES NO ADDITIONAL PROTECTION AT THIS TIME. SUBSCRIBER UNDERSTANDS THAT SUCH ADDITIONAL PROTECTION MAY BE AVAILABLE AND CAN BE PROVIDED BY HOFFMAN FOR A FEE. HOFFMAN DOES NOT WARRANTY ANY EQUIPMENT INSTALLED BY ANY OTHER COMPANY. HOFFMAN TO PROVIDE ONE HOUR FREE LABOR TO BRING SYSTEM ONLINE. ANY OTHER WORK REQUIRED TO MAKE SYSTEM OPERATIONAL WILL BE CHARGED ON A TIME PLUS MATERIALS BASIS. IF ANY WIRES HAVE BEEN CUT SINCE THE PRE-WIRE AND IT IS NECESSARY TO ADD ADDITIONAL EQUIPMENT TO COMPLETE SYSTEM, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO PAY FOR THIS EQUIPMENT ON A TIME PLUS MATERIALS BASIS. USE OF WIRELESS EQUIPMENT IS AFFECTED BY UNSEEN VARIABLES. ADDITIONAL EQUIPMENT AND LABOR MAY BE REQUIRED IF CONDITIONS DICTATE. THESE COSTS ARE BILLED TO THE CUSTOMER. IF HOFFMAN IS INSTALLING A SYSTEM IN A PRE-WIRED HOUSE, HOFFMAN MAKES NO WARRANTY ON CONDITION OF EXISTING WIRE AND ADDITIONAL COSTS MAY ARISE IF WIRE IS UNUSABLE OR LOST. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE FOR AREA PROTECTION ONLY. ALL COSTS ATTRIBUTABLE TO MAKING THE FIRE ALARM SYSTEM OPERABLE FOR THE RESIDENCE IDENTIFIED BY THIS DOCUMENT, INCLUDING SALE AND INSTALLATION COSTS, DO NOT EXCEED FIVE HUNDRED DOLLARS (\$500).**

FIRE PERMIT FEES ARE NOT INCLUDED AS THEY VARY BY JURISDICTION AND ARE THE SUBSCRIBER'S RESPONSIBILITY. ANY ADDITIONAL EQUIPMENT THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION IS THE RESPONSIBILITY OF THE CUSTOMER AND MAY RESULT IN ADDITIONAL CHARGES. FIRE SYSTEMS REQUIRE DEDICATED POWER PROVIDED BY THE SUBSCRIBER. IF SUBSCRIBER WISHES TO PROGRAM VIDEO RECORDER TO RECORD ON DETECTION OF MOTION ONLY, SUBSCRIBER UNDERSTANDS THAT UNDER SOME CIRCUMSTANCES MOVEMENT IN THE CAMERA IMAGE MAY NOT TRIGGER RECORDING CAUSING ALL OR PART OF AN EVENT TO NOT BE RECORDED. SUBSCRIBER SHALL PROVIDE INTERNET CONNECTION FOR ANY SERVICES AS REQUIRED FOR FUNCTION OF REMOTE MONITORING. HOFFMAN IS NOT RESPONSIBLE FOR FAILURES OF THAT INTERNET SERVICE OR LOST VIDEO DUE TO INTERNET RELATED ISSUES. NOTIFICATION ON VIDEO LOSS SIGNALS MAY BE INTERRUPTED DUE TO BROADBAND ISSUES BEYOND OUR CONTROL. SUBSCRIBER GIVES HOFFMAN THE RIGHT TO LOG INTO CAMERA SYSTEM FOR MONITORING AND TROUBLESHOOTING AS NECESSARY.

7. LIMITED/EXTENDED WARRANTY. For purchased Systems only, the following limited repair/replacement warranty applies:

a. **WHAT IS COVERED: LIMITED WARRANTY - FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL PROVIDE THE FOLLOWING WARRANTY SERVICE: (1) FOR THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU; (2) AFTER THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL PROVIDE A REPLACEMENT FOR ANY DEFECTIVE PART WITHOUT CHARGE, BUT YOU WILL PAY FOR ALL LABOR AT OUR PREVAILING RATES WHICH WILL INCLUDE A MINIMUM VISIT CHARGE. WE MAY USE NEW OR USED PARTS OF EQUAL QUALITY. IF EXTENDED WARRANTY IS INCLUDED, THE POLICIES IN SECTION 6 (ABOVE & BELOW) WILL BE EXTENDED AS LONG AS YOUR ACCOUNT IS IN GOOD STANDING AND EXTENDED WARRANTY PAYMENTS ARE BEING MADE.**

b. **HOW TO GET SERVICE:** CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR AN ADDITIONAL CHARGE WHICH INCLUDES A MINIMUM ONE-HOUR VISIT CHARGE.

c. **WHAT IS NOT INCLUDED:** REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES. ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.

d. **STATE LAW:** SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. **CAMERA MAINTENANCE.** Camera Maintenance includes daily health alerts to be sent to Company if one of the cameras loses their picture or if the hard drive on the recorder fails. Subscriber is responsible for maintaining high speed internet connection. Once per month, if remote access is made available by client and conditions permit, Hoffman will remotely attempt to determine camera system is functioning as intended by using any combination of methods such as checking: system is accessible, recorded video, live video, camera views, views obscured, or other processes to attain general system health. Camera maintenance also includes an annual camera cleaning to be scheduled by the client. Finally, it covers all normal wear and tear on the equipment so if any camera or the recorder fails, we will replace it at no cost to subscriber. Any repair work necessary will be done during normal business hours.

9. **ALARM SYSTEM MONITORING SERVICE.** If you have subscribed to monitoring service, we shall connect the alarm system(s) to our monitoring facility (the "Center") and monitoring will be provided in accordance with our Agreement. We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. When a burglary, fire, duress, medical or other alarm signal from the System is received in the Center, we will call your premises first, followed by the first person designated on Subscriber's Emergency Notification List, and then try to telephone the proper police or fire department and the other persons designated on Subscriber's Emergency Notification List. **HOFFMAN AND THE CENTER DO NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE.** When a non-emergency signal is received (e.g. temperature or pump water flow sensors), we will attempt to contact the premises and then the first available person on your Subscriber information form but will not notify emergency authorities. We reserve the right to verify all alarm signals by using the two-way voice or visual devices, if one has been installed, calling the premises or otherwise before notifying the government agencies. We may choose not to notify the government agencies if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. *If Hoffman dispatches a Guard Company, subscriber is responsible to pay a response fee will each time Guard Company is dispatched.* We may charge an additional fee for such service that will be added to the then current monthly fee. *Subscriber is responsible for any city or county alarm permit fees.* You acknowledge and agree that all monitoring firmware and software, computer codes and monitoring information remain our sole and exclusive property. You consent to the tape recording of all telephonic communications with our office or the Center. *If Hoffman is providing Video Verification, standard dispatching procedures shall apply on all accounts with Video.* We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. False alarm charges shall be your responsibility.

10. **TRANSMISSION LINES.** The alarm system may include a communicator that sends signals to the Center over your regular telephone service, or Internet, cellular service or long-range radio. If telephone service is used, you will pay for all telephone charges including any installation fee for a special jack to connect the alarm system to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the alarm system priority over other telephones in your premises, however, when the alarm system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connected to a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telephone service problem. If an Internet, cellular or radio system is used for transmitting alarm signals from your premises to the Center, you acknowledge that the use of such system may be controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing or changing such transmission facilities at our option. Communications systems may be impaired or interrupted by atmospheric conditions, including interruptions caused by an Internet provider, electrical storms, power failures or other outages, conditions and events beyond our control. You may be required to execute an additional agreement for Internet, cellular or radio transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the alarm system because of area code changes or other dialing pattern changes. The use of DSL, VoIP, BPL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the alarm system, after it is installed or anytime in the future. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP, BPL or other broadband service. **IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.**

11. **FALSE ALARMS.** You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond our control can cause false alarms. If we receives too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay for the charge.

12. **AFTER WARRANTY REPAIR SERVICE.** At the end of our one (1) year limited warranty we will continue to repair the System and provide equipment on a time and material basis. You will pay our standard parts and labor charges for all repair calls and supplies. There will be a one (1) hour minimum visit charge for each repair call. See Section 7(b) of our Limited Warranty on how to get repair service.

(B) For Systems provided to you by Hoffman, except as limited below, we shall provide repair service for the System including all parts and labor. All repairs shall be performed during normal business hours, which are 8:00 am to 4:00 pm, Monday through Friday, except holidays we observe, and will be performed as soon as reasonably possible after receipt of notice from you. Emergency service is available at other times at our prevailing service rates. You agree to pay for all parts and labor necessary to repair the System as a result of damage to the System caused by accident, your misuse or modification of the System, acts of God, or attempted repair service performed by anyone other than Company or our designee and charges for such repairs will be based on our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payable upon completion of the work. **YOU AGREE TO PAY FOR ANY DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES.** If you fail to pay for such charges upon completion of the work, we may terminate this Agreement. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or access control system).

13. SUBSCRIBER'S DUTIES. You will instruct all other persons who may use the System on its proper testing and use. You will test the alarm system's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the security alarm system includes space protection (e.g., infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as air conditioning systems, inventory, furniture, heaters, and other such devices that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. In the case of a fire alarm or sprinkler system, you will notify us in writing of any change in your fire rating bureau or agency. You will notify Hoffman in writing of any changes in the information set forth on the Emergency Notification List. You agree that we may disclose the information regarding your system and on the Emergency Notification List to any governmental agency having jurisdiction over the use and operation of the System, without notice to you. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining video for CCTV systems and we do not provide film developing or video editing services.

14. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of Hoffman or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the alarm system and our monitoring facilities; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the alarm system communicator from our facility and/or enter your premises to disconnect the alarm system from our monitoring equipment and remove our signs, decals and communications software from your System and premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. **YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.**

15. TERMINATION, DEFAULT; TITLE TO SYSTEM In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition we may impose a late charge on all payments for services that are more than ten (10) days past due, in the amount equal to ten dollars (\$10.00) or the maximum amount permitted by California law whichever is less. In no event shall Hoffman's failure to enforce this provision at any time be deemed to be a waiver by Hoffman to assert its rights created hereunder or to assess the late charge in the future. Unless you purchased the System from us (and the first box under Section 1 is checked), you acknowledge and agree to the following: (A) This Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF HOFFMAN. (B) You will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but our service personnel. (C) In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case may be. At the expiration of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. (D) We may elect to abandon all or any portion of the System. (E) Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, including, but not limited to, recovery of our loss of profit for any unexpired term of this Agreement. (F) You will return the System to us in good condition, reasonable wear and tear excepted. (G) You agree that installation of the System does not create a fixture to your premises. In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System.

16. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Hoffman will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 16 and 17, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

17. CHANGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**

18. HOFFMAN IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. You understand that (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System. Therefore you agree that, even if a court decides that Hoffman's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System, installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of \$250.00 or six (6) times the quarterly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. **YOU MAY OBTAIN A LIMITATION OF LIABILITY.** If you wish, you may obtain from us a limitation of liability for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

19. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Hoffman's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employee or subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

20. LIMITATION ON LAWSUITS; REFERENCE. Both Hoffman and Subscriber agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or filed more than two (2) years after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Hoffman in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Merced, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated

or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator shall allocate all the costs of the arbitration, including fees of the arbitrator and reasonable attorney's fees of the prevailing party against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction.

21. INCREASE IN SERVICES FEE. Notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the monthly services fee by a percentage not to exceed ten percent (10%) of the monthly services fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

22. INFORMATION AND PRIVACY. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor, record, store and, if necessary, disclose to third parties video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. You consent to such recording, storage, and disclosure on behalf of yourself and any minor children for whom you are the parent or legal guardian. You further agree and represent that you have or will have obtained consent to such recording, storage, and disclosure from any other individuals who live or work at, or otherwise frequent, your premises, including consent on behalf of any minor children for whom such individuals are the parents or legal guardians. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergency information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as required to provide the services that you have selected, we will not monitor your location. You further acknowledge and assume risks related to data security breaches and cybercrime, as a result of which information about you and your premises may be compromised, intercepted and/or used by third parties in a way that would compromise the security of your information, your safety and/or privacy, and the privacy and safety of persons and property on your premises.

23. ENTIRE AGREEMENT. The entire and only agreement between you and Hoffman is written in this Agreement. They replace any earlier oral or written understandings or agreements. They may only be changed by a written agreement signed by you and us. THEY MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

24. OUR LICENSES. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826. **CANCELLATION.** [RESIDENTIAL SYSTEMS ONLY] YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

HOFFMAN ELECTRONIC SYSTEMS

By _____
(Sales Agent & Agent Reg #)


Management Approval

Date: 10/19, 2021

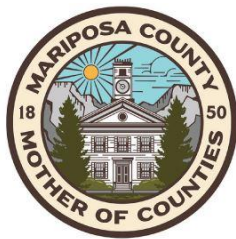
[Print Subscriber's Name]

By _____

Date: _____

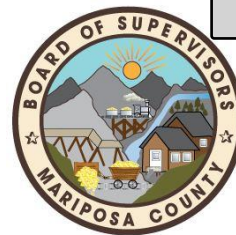
Type of Entity:
☐ Sole Proprietorship ☐ Partnership
☐ Corporation/LLC ☐ Other _____

THIS AGREEMENT WILL NOT BE BINDING UPON HOFFMAN UNTIL EITHER (i) APPROVED BY ONE OF OUR MANAGERS OR (ii) WE START THE INSTALLATION. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT APPROVED BY HOFFMAN'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT. THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BEEN OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER. SUBSCRIBER AGREES DIGITAL SIGNATURES AND ELECTRONIC TRANSMISSION OF DOCUMENTATION IS LEGALLY BINDING AND JUST THE SAME AS ORIGINAL WET PEN-AND-PAPER SIGNATURES.



MARIPOSA COUNTY

Health and Human Services • (209) 966-2000



H.2

RESOLUTION - ACTION REQUESTED 2021-657

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve an Agreement with TK Elevator Corporation

RECOMMENDATION AND JUSTIFICATION:

Approve Five Year Agreement with TK Elevator Corporation to provide maintenance and repair services for the County Building of the Health and Human Services Agency; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors has not approved prior agreements with TK Elevator Corporation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, the County building elevator for Health and Human Services Agency will no longer receive required maintenance and potentially jeopardize the safety of its staff.

FINANCIAL IMPACT:

No Financial Impact to the General Fund.

ATTACHMENTS:

Labor Rates (PDF)

5362 LEMEE LANE HUMAN SERVICES MARIPOSA COUNTY PLATINUM OCT2021 (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Billable Rates

Billable Mechanic Rate \$586.00

Billable Helper Rate \$468.80

Billable Adjuster Rate \$659.25

Billable Team Rate \$1,054.80

Billable Mechanic Overtime Rate \$996.20

Billable Helper Overtime Rate \$796.96

Billable Adjuster Overtime Rate \$1,120.73

Billable Team Overtime Rate \$1,793.16



Platinum Service Agreement

October 12, 2021

HUMAN SERVICES

Purchaser: Location: HUMAN SERVICES
 Address: Address: 5362 Lemee Ln
 Mariposa, CA 95338-9556

TK Elevator Corporation ("TK Elevator Corporation," "TK Elevator," "we," "us," and "our"), agrees with Purchaser ("Purchaser," "you," and "your"), to maintain the equipment described below in accordance with the terms and conditions of this agreement ("the Agreement") with the goal of maximizing its performance, safety, and life span. TK Elevator and Purchaser may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

Equipment to be Maintained

This Agreement covers the units described in the table below (individually a "Unit" or collectively the "Units").

Equipment Type	Nickname	Legal ID	OEM Serial #	Stops	Controller Manufacturer
Hydraulic	Passenger	160581	090017	2	Otis

Scope of Work

Service Visits

TK Elevator will visit the Units described above to examine, maintain, adjust and lubricate the equipment covered by this Agreement as necessary to promote the proper operation of those Units and will repair or replace any covered components if the repair or replacement is, in TK Elevator's sole opinion, necessitated by normal wear and tear or is not otherwise excluded by this Agreement ("Service Visits"). These Service Visits will be performed Monday to Friday, 8:00 AM to 4:30 PM except during scheduled holidays ("Regular Time"). All work performed before or after Regular Time shall be considered overtime ("Overtime").

TK Elevator will examine covered parts and components of the Unit(s) including:

- ✓ Control and landing positioning systems
- ✓ Signal fixtures
- ✓ Machines, Drives, Power units, pumps, valves, and above-ground jacks
- ✓ Car and hoistway door operating devices and door protection equipment
- ✓ Loadweighers
- ✓ Safety mechanisms

In order to ensure optimum operation, TK Elevator will also:

- ✓ Lubricate covered parts and components for smooth and efficient performance
- ✓ Adjust covered parts and components to promote safe operation

Service Visits Include TK Elevator's Maintenance Control Program

TK Elevator performs all work covered by this Agreement in accordance with the version of ASME A17.1 that is, according to the relevant authority having jurisdiction, applicable to the Unit(s) at the time the Agreement is first fully executed by both Parties. Section 8.6 of that code currently requires Unit owners to have a Maintenance Control Program ("MCP"). TK Elevator's MCP meets or exceeds section 8.6 of that code. Our MCP incorporates TK Elevator's Basic Elevator and Escalator Procedures Manual listing the processes we follow when performing those maintenance, repair, replacement and testing services that are specifically described as included in this Agreement. Our MCP also



Platinum Service Agreement

includes TK Elevator's Maintenance Tasks & Records documentation to record the performance of those tasks. This Agreement does not include any work mandated as a consequence of changes to that code after this Agreement is executed.

Service Requests

This Agreement also includes the dispatch of our technician to address minor adjustments to, and the release of any entrapped passengers from, a Unit during Regular Time ("Service Requests"). Service Requests may be made from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the Unit's communication device and/or from any applicable remote monitoring device attached to the Unit if monitored by TK Elevator.

We will respond to Service Requests during Regular Time, as defined above, at no additional charge.

Overtime Service Requests are those Service Requests performed in whole or in part before or after Regular Time ("Overtime Service Requests"). On Overtime Service Requests TK Elevator will absorb Regular Time costs for labor and you will be responsible for the difference between the Regular Time costs and Overtime costs for labor which will be the subject of separate billing by TK Elevator. For reference, labor costs include travel time, travel expenses, and time spent on the job.

Testing

Equipment Testing

This agreement includes only the following tests:

- those annual safety tests for your hydraulic Units covered by this Agreement

Should your Unit(s) require any additional type of equipment testing as required by any applicable law and/or code, we will provide you with a separate written estimate that includes the cost of any associated labor and/or material(s).

Should your Unit(s) require any safety tests as mandated by any applicable law and/or code on the commencement date of this Agreement, TK Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on applicable traction elevators, or the hydraulic system on applicable hydraulic elevators under the terms of this Agreement until the test has been completed and the Unit has passed. Should the respective Unit fail any of those tests, it shall be solely your responsibility to make necessary repairs and place the Units in a condition that we deem acceptable for further coverage under the terms of this Agreement. Because the performance of any safety test places the Unit under extreme conditions that are outside of the Unit's normal operating parameters, you agree that TK Elevator shall not be liable for any damage to the building structure or the Unit(s) resulting from the performance of any safety tests we perform at any time under this Agreement.

Should your jurisdiction require the presence of either the applicable authority having jurisdiction or a third party witness at the time of testing, you agree to pay for any costs of that individual along with any inspection/coordination fees.

Firefighters' Service Testing

Should your Unit(s) be equipped with a phase I and phase II firefighters' service feature, all testing, record-keeping and record storage obligations associated with that feature that are required by any applicable law or code are expressly excluded from this Agreement and shall remain solely your responsibility to satisfy. The first time that your testing of that feature following the full execution of this Agreement reveals that it is not operating properly, you shall immediately remove the Unit from operation, immediately notify TK Elevator of the condition, and agree to remain responsible for all costs associated with any repairs necessary to return that feature to full and proper operation in accordance with any applicable law or code.

Exclusions

Service Visits, Service Requests, and Overtime Service Requests do not include: the removal or retrieval of items unrelated to the operation of the Unit(s) from the pit, machine room, or hoistway; the dispatching of any technician

Platinum Service Agreement



that results in the discovery by that technician that the Unit is either functioning on independent service or firefighters' service or that the Unit is operating properly but the stop button or stop function has been engaged by others; any request or obligation to address any condition associated with a part or component specifically excluded or not covered elsewhere in this Agreement; and/or any request or obligation to service, repair, replace any components or address any condition caused in whole or in part by any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; dust or debris; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; oxidization, rust, or other conditions caused in whole or in part by the environment in which the affected component is located; fire, smoke, explosions, water, storms, wind, and/or lightning; any acts of God; acts of civil or military authorities, strikes, lockouts, other labor disputes, riot, civil commotion, war, malicious mischief, or theft; or any other reason or cause beyond our control that affects the use or operation of the Unit ("Billable Work"). On all Billable Work you will be solely responsible for the cost of all parts or materials along with all labor invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when the Billable Work is performed) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job.

In addition to the Billable Work described above, we also do not cover (A) the examination, maintenance, adjustment, refinishing, repair or replacement of the following components and/or systems: any cosmetic, construction, or ancillary components of the elevator or escalator system, including the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, balustrades, and wellway enclosures; any electrical components including main line power switches, breaker(s) or feeders to controller; sealed machine bearings; any below-ground or partially unexposed components of any hydraulic elevator system including, but not limited to, jack/cylinder, piston, PVC and/or other protective material of any type or kind; any below-ground or partially unexposed piping of any type or kind; any signage of any type or kind including but not limited to, signs, placards, and/or braille; any fire-suppression or fire-detection equipment of any type or kind including, but not limited to, smoke detectors, fire sensors, and/or sprinklers and associated piping; any communication, security, entertainment, and/or advertising devices including, but not limited to, kiosks or touchscreen displays and/or card readers; any batteries for emergency lighting and emergency lowering; or any environmental control devices including, but not limited to, air conditioners, heaters, ventilation fans, humidifiers, de-humidifiers, and/or pit or sump pumps; or (B) the repair, refurbishing, rebuilding, and/or replacement of any motor generators; or (C) the replacement or alignment of elevator guide rails; or (D) any other items or tasks specifically excluded elsewhere in this Agreement.

With the passage of time, equipment technology and designs will change. If (1) any part or component of your equipment covered under this Agreement cannot, in TK Elevator's sole opinion, be safely repaired and (2) a brand new direct replacement is no longer in stock and readily available from the Original Equipment Manufacturer ("OEM"), that part or component shall be considered obsolete, regardless of whether it can be custom-made, fabricated or acquired at any price or whether or not a refurbished or reconditioned version is available from anyone. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment associated with that Unit is functionally compatible with that replacement part or component.

In addition, we will not be required to make any changes or recommendations in the existing design or function of the Unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party.

Digital Customer Experience

MAX - Digital Maintenance

MAX is a cloud-based Internet of Things ("IOT") platform that we, at our election, may connect to your Unit(s) by installing a remote-monitoring device (a "Device"). Purchaser consents and authorizes TK Elevator to (1) access Purchaser's premises to install a Device to the Unit(s) and thereafter maintain and/or repair the Device(s) and (2) to collect, store, maintain, own, use, delete, and/or destroy any or all of the data generated by the Device(s). Any Device, once installed, is not intended, nor should it be considered, as a fixture. Instead, TK Elevator shall retain the right to remove the Device from any Unit(s) and/or cease any data collection and/or analysis at any time at its sole discretion.

Platinum Service Agreement



Moreover, TK Elevator shall retain the exclusive right and ability to, at its sole discretion, remove, delete and/or destroy all associated data generated from the Device(s). Because the Device contains trade secrets belonging to TK Elevator and is being installed for the sole use and benefit of our personnel, Purchaser agrees not to permit Purchaser's own personnel or any third parties to use, access, tamper with, relocate, copy, alter, destroy, disassemble or reverse engineer the Device or its data. The installation of any Device on a Unit shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the Device and/or any software contained or embedded therein or that it utilizes/used in connection with the collection, monitoring and/or analysis of data.

With a MAX device connected to your equipment, at no additional charge, information obtained via machine learning may be sent to our technicians to promote early diagnosis, faster fixes and reduced downtime.

Customer Web Portal and Mobile App

TK Elevator provides a web-based customer portal (the "CP") and mobile application (the "App") which, following the effective date of this Agreement, may contain certain maintenance and service call data associated with the Unit(s). To the extent applicable, TK Elevator will provide Purchaser with a user name and password to access the CP and App platforms. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the CP and App. To the extent applicable, TK Elevator reserves the right to restrict Purchaser's access to the CP and App if any of Purchaser's accounts with TK Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind. TK Elevator reserves the right to discontinue the CP and App altogether at its sole discretion and without notice to Purchaser and Purchaser expressly agrees to release TK Elevator from any and all claims of any type or kind arising out of or related to that discontinuation.

TK Elevator Communications

You may supplement this Agreement with an additional suite of services through our TK Elevator Communications call center at an additional fee contingent upon your agreement to all of the terms and conditions as set forth in the attached exhibit entitled "TK Elevator Communications Services." These additional available services involve the provision of 24/7/365 monitoring of your Units' code-compliant and compatible emergency telephone and in-cab video and text communication equipment (the "Communication Equipment"), the dispatch of a TK Elevator technician or emergency personnel under certain circumstances, the provision of a cellular connection for that Communication Equipment, and limited repair/replacement coverage for that Communication Equipment which is otherwise excluded from this Agreement.

Contract Term, Price, Available Discounts & Payment

Term

This Agreement is effective for 60 months starting on the date it is fully executed by both Parties including an authorized manager of TK Elevator and is non-cancellable. To ensure continuous service, this Agreement will be automatically renewed for successive 60-month periods unless either Party timely serves written notice on the other Party of its intention to cancel at least 90-Days but not more than 120 days before the end of the initial 60-month period or at least 90-Days before the end of any subsequent 60-month renewal period. Notice shall be sent by certified mail, return receipt requested to the TK Elevator office address found in this Agreement. Time is of the essence.

Price

The price for the services as stated in this Agreement shall be \$430.00 per month, inclusive of all applicable sales and use taxes, payable quarterly in advance. The billed amount may vary based on discounts as accepted by Purchaser's initials below and adjustments referenced in this Agreement that are applied throughout the life of the Agreement.

Platinum Service Agreement



Available Discounts

Payment Plan				Contract Term			
Billing Frequency	Discount %	Monthly Discount \$	Initial to Select	Extended Term (Years)	Discount %	Monthly Discount \$	Initial to Select
Annual	4%	\$17.2		Seven (7)	2%	\$8.6	
Semi Annual	2%	\$8.6		Ten (10)	4%	\$17.2	
Quarterly	No Change	\$0	Current Selection	Fifteen (15)	8%	\$34.4	

We reserve the right to increase all charges under this Agreement not to exceed a total of 5.00% annually.

Payment

Payments are due upon receipt of each of your TK Elevator invoices. If you do not timely pay any sum due to TK Elevator related to your Units described in this Agreement, regardless of whether it is billed pursuant to this Agreement or any other agreement with us, within the stipulated payment term calculated from the billing date, we may also choose to do one or more of the following:

- Y deem that you have permanently forfeited any discounts you may be entitled to associated with your payment plan/billing frequency for this Agreement, and/or
- Y suspend all services until all amounts due have been paid in full, and/or
- Y declare all sums for the unexpired term of this Agreement due immediately as liquidated damages and terminate our obligations under this Agreement

A service charge of the highest rate allowed by law shall apply to all overdue accounts you have with TK Elevator that are in any way related to any of the Unit(s) described in this Agreement. If TK Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the Units) or losses of any other type or kind that is in any way related to TK Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to TK Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

TK Elevator reserves the right to assign payments owed to TK Elevator under this Agreement. If for any reason this Agreement is terminated prior to the end of the current term, a condition of such termination shall be that you agree to pay us the full amount of the any discount you received during the initial and any subsequent term. This is in addition to and not in lieu of any other rights or remedies we may have under this Agreement and the law.

Purchaser's Responsibilities

You agree to instruct or warn passengers in the proper use of the Unit(s) and to keep them under continued surveillance by competent personnel to detect irregularities between our examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the Unit(s) upon manifestation of any irregularities in either the operation or the appearance of the Unit(s), to immediately notify us, and to keep the Unit(s) shut down until the completion of any repairs. Under those circumstances you agree not to re-set the mainline disconnect. In the event of a Service Request where our technician finds that the mainline disconnect has been reset, you agree that you will be responsible for all labor costs associated with that Service Request invoiced at TK Elevator's standard billing rates (whether Regular Time or Overtime depending on when we respond to that Service Request) including travel time (calculated roundtrip from the dispatching location to the Unit location and return), travel expenses, and time spent on the job. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the Unit(s). You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You agree to provide properly maintained and functioning mainline disconnect(s). You agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you are responsible for the cost associated with the removal and the proper handling of such liquids. You agree that if TK Elevator's inspection of a Unit serviced under this Agreement reveals an operational problem which, in TK Elevator's sole judgment, jeopardizes the safety of the riding public, TK Elevator may shut down the Unit until such time as the operational problem is resolved. In that event, TK Elevator will immediately advise you in writing

Platinum Service Agreement



of such action, the reason for such action, and whether any proposed solution is covered by the terms of this Agreement.

TK Elevator assumes no responsibility for any part of the Unit(s) except that upon which work has been performed under this Agreement. No work, service, examination or liability on the part of TK Elevator other than that specifically mentioned herein is included or intended. It is agreed that TK Elevator does not assume possession or control of any part of the Unit(s) and that such remains Purchaser's exclusively as owner, lessor, lessee, possessor, or manager thereof.

We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. For safety reasons, you agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the Unit(s) during the term of this Agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this Agreement.

Upon the commencement of this Agreement and as a condition of TK Elevator's performance of its obligations, Purchaser shall provide any wiring diagrams, manuals, special tools, monitoring devices, software, hardware or any other items designed to work with, diagnose, service, or repair the Unit(s) (1) as originally supplied by the OEM with the installation or (2) solely available to Purchaser from the OEM.

Some equipment covered by this Agreement may be encoded with serialized onboard diagnostics or other closely held diagnostic intelligence. In the event that the cause of a shutdown or other equipment issue cannot be diagnosed and/or resolved without enlisting the OEM's assistance, Purchaser agrees to obtain the assistance of the OEM and TK Elevator agrees to reimburse you for that expense, provided that it does not exceed the total monthly service fee divided by the number of Units covered under this Agreement. Any fees in excess of that figure shall be exclusively the Purchaser's responsibility.

Since TK Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with our performance or the means and methods used to meet our obligations under this Agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership of the premises in which the Unit(s) described herein are located, you agree to see that such transferee is made aware of this Agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this Agreement. Should the transferee fail to assume this Agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this Agreement.

Unless this Agreement expressly includes, or is later amended to include, TK Elevator Communications Phone Monitoring Service or Multimedia Monitoring Service as described in the exhibit hereto, this Agreement expressly excludes any materials, labor and/or services involving or related to either the monitoring of or provision of a response to any communications initiated from any Communication Equipment installed within the Unit(s) and Purchaser remains solely responsible for contracting with a separate vendor to monitor and respond to such communications in accordance with all applicable codes, statutes and/or laws.

You expressly agree to release and discharge us and our employees for any and all claims and/or losses of any type or kind (including but not limited to personal injury, death and property damage, specifically including damage to the property which is the subject matter of this Agreement) (1) associated with any components excluded in this Agreement or (2) associated with any Billable Work or (3) caused in whole or in part by reason(s) outside of our control. TK Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TK ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO ANY OR ALL OF THE PARTS, PLATFORMS (INCLUDING BUT NOT LIMITED TO CP, APP AND MAX) AND/OR SERVICES

Platinum Service Agreement



CONTEMPLATED BY THIS AGREEMENT INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TK ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PARTS, PLATFORMS AND/OR SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVES ANY INTENDED RESULTS, MEETS CUSTOMER'S REQUIREMENTS, OPERATES WITHOUT INTERRUPTION, MEETS ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TK ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE UNIT(S), PARTS, PLATFORMS AND/OR SERVICES OR FOR THE ACT OF ANY THIRD PARTY RELATED THERETO, INCLUDING BUT NOT LIMITED TO THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAM INTO THE PURCHASER'S SOFTWARE OR HARDWARE OR PLATFORM.

In consideration of TK Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against TK Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the Unit(s) which are the subject matter of this Agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the Unit(s) covered by this Agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Agreement), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or our employees. You recognize that your duty to defend TK Elevator under this clause is broader than your duty to indemnify and includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

You expressly agree to name TK Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of TK Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

In no event shall TK Elevator's liability for damages arising out of this Agreement exceed the remaining unpaid installments of the current, unexpired term of this Agreement.

You expressly agree to release and discharge TK Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this Agreement.

In the event an attorney is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due hereunder the prevailing Party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this Agreement shall be construed and enforced in accordance with the laws of the state where the Unit(s) is/are located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the Unit(s) is/are located as to all matters and disputes arising out of this Agreement.

In the event any portion of this Agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this Agreement.

Our rights under this Agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or

Platinum Service Agreement



manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

In the event that Purchaser and TK Elevator are parties to an existing elevator maintenance agreement at the time this proposed agreement is submitted for consideration, the existing agreement will remain in full force and effect until such time as this proposed agreement is accepted and fully executed in writing by both Parties. Upon full acceptance by both Parties, this proposed Agreement shall supersede all prior agreements.

Platinum Service Agreement



Acceptance

Until executed by both Parties this Agreement is a proposal that shall only remain available for acceptance for a period of sixty (60) calendar days from the date appearing on the first page of this document unless revoked by TK Elevator earlier in writing to Purchaser. Your acceptance of this Agreement and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both Parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will exclusively govern the Parties' responsibilities. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Agreement without the express prior written approval of an authorized TK Elevator manager.

(Purchaser):	TK Elevator Corporation Management Approval
By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Branch Representative)
_____ (Print or Type Name)	Daniel Opfer Branch Manager
_____ (Print or Type Title)	
_____ (Date of Acceptance)	_____ (Date of Execution)

For inquiries regarding your contract or services provided by TK Elevator, please contact your local branch office:

4720 W Jennifer Ave., #101
Fresno, CA 93722
916-376-8700

Thank you for choosing TK Elevator. We appreciate your business.

Garrett Day

Platinum Service Agreement



Exhibit A

TK Elevator Communications

TK Elevator offers an additional suite of services through our TK Elevator Communications call center separate and apart from those services included with your Agreement. We have notated below each additional TK Elevator Communications Service that you have selected for each of the Units covered under your Agreement and the corresponding total price of those services per Unit.

Building Name	Equipment Type	Nickname	Phone Monitoring	Elevator Telephone #
HUMAN SERVICES	Hydraulic	Passenger	Current Selection	

A description of each available TK Elevator Communications service and the additional applicable terms and conditions follow.

Phone Monitoring Service

If "Phone Monitoring" is selected for specific Units in the chart above then we will provide 7 days per week, 24 hours per day, 365 days per year dispatching service, through its centralized TK Elevator Communications call center, for those specified units. The dispatching service will be provided for calls placed by Purchaser outside of Regular Time to the local TK Elevator branch office. We will also include telephone monitoring on all Units maintained under this Agreement that have operational telephone equipment capable of placing a call to that call center. Depending on the nature of the call and circumstances, TK Elevator's operators can call one or more of the following: Purchaser's Designated Contacts set forth below; Local Emergency Services at phone numbers provided by Purchaser below; and/or a local TK Elevator service technician to be dispatched to the location of the equipment. Calls cannot be placed to "9-1-1" as the centralized TK Elevator Communications call center does not have dialing access to local "9-1-1" numbers.

This Phone Monitoring Service specifically excludes any maintenance, repair or replacement of any type or kind of the Purchaser's telephone or other communication equipment. The Purchaser retains exclusive possession and control of its telephone and other communication equipment and is solely responsible for ensuring uninterrupted operation of that equipment so that it is continuously capable of placing a call to TK Elevator Communication's call center.

Terms and Conditions

Any of the services mentioned in this Exhibit shall be governed by both the terms and conditions of the Agreement covering the Unit(s) described in that Agreement and the terms and conditions of this Exhibit and in the event that those terms conflict, the terms and conditions of this Exhibit will exclusively govern the subject matter of those terms and conditions. Should the Agreement covering the Unit(s) be terminated for any reason by either Party then this Exhibit shall also be automatically terminated. In the event that this Exhibit is terminated for whatever reason, Purchaser agrees to immediately both transfer the connection of the communication equipment to an appropriate telephone service provider and also make arrangements with its replacement elevator service vendor to reprogram the communication equipment to initiate contact with a replacement call center.

Price and Term

In light of the modifications to Agreement set forth above, you agree to an additional price of \$0 per month which will be billed to you separately from the price of the Agreement (the "TK Elevator Communications Services Charge"). The cost of your selected TK Elevator Communications Services is not subject to any discounts. Due to the changing nature of technology, TK Elevator reserves the right to annually increase the TK Elevator Communications Services Charge with such an annual increase not to exceed a total of five percent (5%) of the prior year's TK Elevator Communications Services Charge.

Platinum Service Agreement



TK Elevator Communications Contact Information - To Be Completed by Purchaser

Purchaser hereby acknowledges that as a condition precedent to TK Elevator's placement of calls to Purchaser's Designated Contacts and any Local Emergency Services under this Agreement, Purchaser must first complete all sections of the TK Elevator communications Contact Information section below. Purchaser further acknowledges that it is Purchaser's sole responsibility to advise TK Elevator immediately in writing of any changes to the information contained in this exhibit during the term of this Agreement. Purchaser acknowledges that no revision to that information will be made without TK Elevator first receiving such request in writing from Purchaser's authorized representative.

Under those circumstances where TK Elevator is unable to reach Purchaser's Designated Contacts, Purchaser hereby gives TK Elevator express permission to dispatch a TK Elevator service technician to the location of the equipment at Purchaser's expense in accordance with TK Elevator's applicable billing rates. Purchaser further agrees that TK Elevator does not assume any duty or responsibility to advise any caller, regardless of his or her location within or outside the elevator, to take or not take any specific action resulting from a medical or other emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

In the event of an emergency, or perceived emergency, one or more of the following are to be Purchaser's Designated Contacts:

Contact Name	Title	Primary Telephone #	Secondary Telephone #

In the event of an Emergency or perceived emergency, TK Elevator has the express permission to contact one or more of the following **(911 is not sufficient, local phone numbers are required)**:

Police Department: (_____) _____ - _____

Fire Department: (_____) _____ - _____

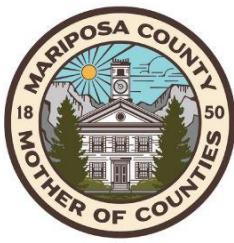
Special instructions/remarks:

In the event that a TK Elevator call center operator perceives that a call from within the elevator constitutes a medical or other emergency, Purchaser hereby gives TK Elevator the express permission to call Local Emergency Services at the telephone numbers provided above at TK Elevator's sole discretion. Under those circumstances, Purchaser agrees to pay all related charges for services provided by any Local Emergency Services in response to that call. Purchaser agrees that TK Elevator shall not be responsible for ensuring an appropriate (or any) response by Local Emergency Services to that call.



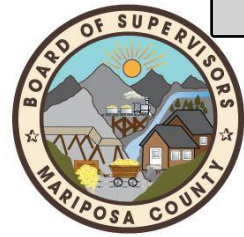
Customer Portal & Mobile App setup form

Name:			
Address: (if different from contract)			
City:			
State:			
Zip Code:			
Phone:			
Email:			
Subscribe to email notifications:	☐	☐	☐



MARIPOSA COUNTY

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H.3

RESOLUTION - ACTION REQUESTED 2021-658

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Update on Emergency Repair Work on White Rock Road

RECOMMENDATION AND JUSTIFICATION:

Review Emergency Repair Work on White Rock Road as Required by Public Contract Code Section 22050(c)(1); and Adopt a Finding that There is a Need to Continue the Emergency Action Pursuant to Public Contract Code Section 22050

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On October 14, 2021, an inspection occurred on a 10 ft x 10 ft box culvert located on White Rock Road approximately 0.40 miles north of the bridge across Mariposa Creek. The inspection revealed that there was extreme deterioration of the reinforced concrete structure and exposed steel throughout the concrete structure. The culvert posed a clear and imminent danger, requiring immediate action to prevent the loss or impairment of life, health, property, or essential public services.

On November 2, 2021, pursuant to Resolution 2021-606, the Board authorized an agreement with Palmer Tractor for emergency repair work on the box culvert located on White Rock Road.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Tom Sweeney, District II Supervisor

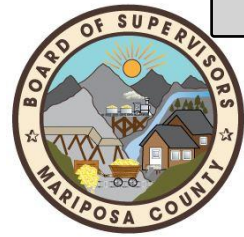
SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



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H.4

RESOLUTION - ACTION REQUESTED 2021-659

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Authorize to Advertise, Award and Sign an Agreement for the Mariposa Parkway Phase III

RECOMMENDATION AND JUSTIFICATION:

Authorize the Interim Public Works Director to Advertise, Award to the Lowest Responsible Bidder and Sign an Agreement for the Mariposa Parkway Phase III, Design and Engineering Phase Only (Subject to Approval as to Legal Form by County Counsel).

This request is for approval to advertise a Request for Qualifications (RFQ) for an Architectural and Engineering (A&E) firm to develop the following scope of work required to create the construction phase of this project.

- * Plans, Specifications and Estimates
- * Develop Right-of-Way Engineering Plan
- * Acquisition and Utilities Plan

The Board has previously approved the overall grant Active Transportation Program (ATP) agreement for this project with the State of California on October 26, 2021, Resolution # 2021-598. This resolution included a budget action increasing revenue recognizing unforeseen ATP Grant Funds in the Public Works and Transportation budget for a total \$200,000. These initial funds are required to initiate work to complete the environmental studies and permits phase of the project that had been approved via a September 15, 2021 fund allocation from the ATP.

Please note that ATP funding request per the grant agreement for the three items noted above will be available in FY 22/23. The attached RFQ does reflect the funding timeliness as approved by the ATP.

Funding for all phases of this project are governed by the initial 2021 ATP allocation schedule. Funding for construction does not currently have a funding request date other than it will be available after FY 23/24 per the 2021 ATP funding schedule. Please note that each funding phase must be independently requested per the ATP schedule.

Per the September 15, 2021 ATP funding allocation letter for this project the following expenditure requirements are noted:

REF ID# 12337

* Funds allocated for project Environmental Studies and Permits (E&P) are available for expenditure until: June, 2024. (These funds were approved on September 15, 2021)

* Funds allocated for Plans, Specifications and Estimates (PS&E) will receive an expenditure date after funds are requested and allocated. (Earliest date these funds can be requested is July 1, 2022).

* Funds allocated for Rights of Way Engineering, Acquisitions and Utilities will receive an expenditure date after funds are requested and allocated. (Earliest date these funds can be requested is July 1, 2022).

When construction funds are allocated the County will have six (6) months after the date of allocation to award a construction contract.

After award of the construction contract, the County has up to thirty six (36) months to complete the construction project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

A negative action by the Board may delay acquisition of Design and Engineering firm required to develop the plans and specifications needed to complete this project in a timely manner.

ATTACHMENTS:

Resolution 2021-598 (PDF)

Project Site Map (PDF)

RFQ for Creek Parkway III Final (PDF)

RESULT: ADOPTED AS AMENDED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

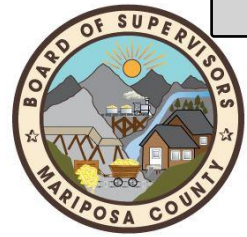
SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



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H.4.a

RESOLUTION - ACTION REQUESTED 2021-598

MEETING: October 26, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Approve an Agreement with State of California for Phase III of the Mariposa Creek Parkway Project

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with the State of California for the Phase III of the Mariposa Creek Parkway Project in the Amount of \$200,000; and Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Increasing Revenue Recognizing Unforeseen ATP Grant Funds in the Public Works and Transportation Budget (\$200,000).

The County has applied for and received notice that they have been awarded \$4,415,000.00 in Active Transportation Program (ATP) Grant Funds to Construct Phase III of the Mariposa Creek Parkway Project; and recognize unforeseen funds from ATP Grant with Budget Action Form.

This project will provide a .4-mile extension to the existing off-street active transportation facility and close a gap in the adjacent sidewalk network.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board previously authorized Mariposa County Planning Department to apply for ATP Grant Funds with Resolution LTC#2020-15.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Delay in returning fully executed agreements will cause the delay in receiving funding authorization by the State of California.

FINANCIAL IMPACT:

Although this project is 100% funded through the Active Transportation Program, The County will have to expend funds upfront prior to seeking reimbursement.

ATTACHMENTS:

PSA for 5940(146) - UnSigned (PDF)

Budget Action Form - PE (PDF)

Attachment: Resolution 2021-598 (RES-2021-659 : Authorize to Advertise, Award and Sign an Agreement for the Mariposa Parkway Phase III)

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey



REQUEST FOR QUALIFICATIONS

DESIGN & ENGINEERING SERVICES (PS&E) FOR THE MARIPOSA CREEK PARKWAY PHASE III PROJECT

Work Items to Include:

1. Research, Survey, & Topography
2. Environmental Studies & Permits
3. Plans, Specifications & Estimates
4. Right-of-Way Acquisitions & Engineering
5. Quality Assurance & Quality Control
6. Construction Schedule & Construction Support Services
7. As-Built Documentation

DATE ISSUED: **DATE TBD, 2021**

PROPOSALS DUE: **DATE TBD, 2021 (2pm Thursday)**

SUBMIT TO: County Engineer
Mariposa County
4639 Ben Hur Road
Mariposa, CA 95338

REFER QUESTIONS TO: Gary Brown, County Engineer

MARIPOSA COUNTY

REQUEST FOR QUALIFICATIONS

DESIGN & ENGINEERING SERVICES FOR THE MARIPOSA CREEK PARKWAY PHASE III PROJECT

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MARIPOSA COUNTY

REQUEST FOR QUALIFICATIONS

DESIGN & ENGINEERING SERVICES FOR THE MARIPOSA CREEK PARKWAY PHASE III PROJECT

SECTION I – GENERAL INFORMATION

I-1. Request for Qualifications

The County of Mariposa is requesting proposals from qualified firms to provide Design and Engineering Services to facilitate the Mariposa Creek Parkway Phase III project.

The Work items consist of (1) Research, Survey & Topography; (2) Environmental Studies & Permits; (3) Plans, Specifications & Estimates; (4) Right of Way Acquisitions & Engineering; (5) Quality Assurance & Quality Control; (6) Construction Schedule & Construction Support Services; (7) As-Built Documentation

The selected firm will be expected to provide all described services - either through “In-House” or through the use of sub-consultants. In any case, the consultant under contract with the County will be expected to manage the project and be the sole point of contact on all items in the contract.

Qualification Proposals will be due by **2:00 P.M. on DATE TBD 2021**. To be considered, the submittal must be delivered to the Mariposa County Department of Public Works, 4639 Ben Hur Road, Mariposa, CA 95338. The County reserves the right to reject any or all Qualifications submitted.

During the evaluation process Mariposa County reserves the right, where it may serve the County’s best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of Mariposa County, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The County reserves the right to retain all Qualifications submitted and to use any idea(s) included in a proposal regardless of whether that qualification is selected.

It is anticipated the selection of the firm (based on merit alone) will be completed by **DATE TBD 2021**. Following the notification of the selected firm, their individually submitted fixed fee schedule will be reviewed by Public Works and the Mariposa County Planning Department and compared to the in-house engineer’s estimate for the expected consulted fees. Negotiation may result. Once pricing has been made acceptable to all parties the project will be awarded and the contract will be written. The County retains the right to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The proposals also become the property of Mariposa County.

MARIPOSA COUNTY REQUEST FOR QUALIFICATIONS

DESIGN & ENGINEERING SERVICES FOR THE MARIPOSA CREEK PARKWAY PHASE III PROJECT

I-2. Tentative Project Milestones

Obtain all required environmental permits
Provide PS&E for public bidding
Obtain Required Right-of-Way

I-3. Official Contacts

Questions by phone or in writing regarding the scope of services or other RFQ related questions must be directed to:

Gary Brown
County Engineer
(209) 966-5356
E-mail: gbrown@mariposacounty.org

I-4. Qualifications Due Date

Four (4) print plus one (1) disc copies of the Qualifications must be delivered to the Mariposa County Department of Public Works, 4639 Ben Hur Road, Mariposa, CA 95338 no later than **DATE TBD, 2020 at 2:00 P.M. local time. Facsimile or electronically transmitted qualifications **will not** be accepted. Late qualifications will be kept by the County, but not considered for award. Qualifications must be sealed and clearly addressed and marked with the RFQ title.**

Any qualification may be withdrawn at any time before the "Qualifications Due" date and time, by providing a written request for the withdrawal of the qualification to the County Engineer. A duly authorized representative of the firm shall execute the request. Withdrawal of a qualification will not prejudice the right of the qualifier to file a new qualification.

I-5. Addenda

The County may modify the RFQ at any time prior to the RFQ due date. It is recommended that proposers periodically check with the Department of Public Works at (209) 966-5356, via email to the County Engineer at gbrown@mariposacounty.org, and on the County Web Page for any posted addenda. Proposers who have submitted proposals prior to the due date will also be notified through their contact information provided with their proposal. Addenda will be numbered consecutively. Verbal modifications to the RFQ specifications shall not be binding upon the County.

I-6. Irregularities

The County reserves the right to waive any non-material irregularities or information in the RFQ or in any proposal.

I-7. Incurred Costs

The County is not liable for any costs incurred by a proposer in the preparation and/or presentation of a proposal.

MARIPOSA COUNTY REQUEST FOR QUALIFICATIONS

DESIGN & ENGINEERING SERVICES FOR THE MARIPOSA CREEK PARKWAY PHASE III PROJECT

I-8 Equal Opportunity Policy for Contractors

Mariposa County requires all proposers to comply with Federal, State and Local Law and Ordinance with regard to equal opportunity practices that all programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation. Mariposa County does not require a business license.

MARIPOSA COUNTY

REQUEST FOR QUALIFICATIONS

DESIGN & ENGINEERING SERVICES FOR THE MARIPOSA CREEK PARKWAY PHASE III PROJECT

SECTION II – PROPOSAL FORM AND CONTENT

II-1 Proposal Submittal

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFQ, and should be easily reproducible. Emphasis will be on completeness and clarity of content and cost effectiveness of the proposal.

All pages of the proposal must be numbered consecutively. The proposal shall not be excessive but instead should be concise. The proposal must be organized in accordance with the list of proposal contents.

II-2 Proposal Form and Content

Proposals should minimally include the following items in their proposals. All items must fall within the maximum page count.

- A. All proposals must include a cover letter addressed to County Engineer, 4639 Ben Hur Road, Mariposa, CA 95338 and signed by a duly constituted official legally authorized to bind the applicant to the proposal. The cover letter must include name, address, and telephone number of the proposer submitting the Proposal and the name, title, address, telephone number, FAX number and email address of the person, or persons to contact whom are authorized to represent the proposer and to whom correspondence should be directed.
- B. Table of Contents
Include a clear identification of the item by section and by page number.
- C. Executive Summary
The proposer may use this section to introduce the proposal or to summarize the key provisions of the Proposal.
- D. Statement of Understanding
The proposer shall include a detailed statement of understanding of the project.
- E. Project Team and Qualifications
This portion should include the name of the person who will be responsible for the management and administration of the Mariposa Creek Parkway Phase III project for the County with a resume of that person's experience and qualifications, the names and resumes of their assigned staff, relevant technical experience and the availability of staff for the services. After selection of a firm by the County, no substitution of key staff or sub-contractors may occur without the written approval of the County. Sub-consultants should be listed similarly.
 1. A list of related, recent projects should be included with the name of the contact person and the telephone number for which the firm as recently or

MARIPOSA COUNTY

REQUEST FOR QUALIFICATIONS

DESIGN & ENGINEERING SERVICES FOR THE MARIPOSA CREEK PARKWAY PHASE III PROJECT

currently provides services under the scope of work.

2. Scope of Work: The firm shall describe the proposed work by task, including any tasks that had been performed by sub-contractors.

F. Similar Project Examples and References

The proposal should include a listing of public sector assignments that can support the proposer's abilities, to fulfill the services requested in this RFQ. At a minimum, the listing should include project title, project location, project manager contact information and range of project budget, and any other information that could be useful during the evaluation process.

G. Additional Information

Any other information that the proposer feels applicable to the evaluation of the proposal or of their qualification for accomplishing the project should be included in this section. You may use this section to address those aspects of your services that distinguish your firm from other firms.

H. Fee Schedule

The submittal should include a separate, sealed envelope containing the Fixed Fee proposal. The project is funded through a grant from the Caltrans Active Transportation Program. The Qualification's submittal should include a Cost Proposal that is separated into phases as follows:

Phases of Work per funding

Phase 1 (Funding for Phase 1 has been approved)

Item #1 – Research, Survey & Topography

Item #2 – Environmental Studies & Permits (May include Conceptual Site Plans)

Phase 2 (Additional funds will become available after July 1, 2022)

Item #3 – Plans, Specifications, & Estimates

Item #4 – Right of Way Acquisitions & Engineering

Item #5 – Quality Assurance & Quality Control

Item #6 – Construction Schedule & Construction Support Services

Item #7 – As-Built Documentation

The contract for consultant services with the selected firm will include this phasing so that each phase is approved individually – according to the respective funding finance letters and appropriate execution of the program supplement(s).

The Cost Proposal should be written in the format of FIXED FEE that includes each of the required work items. The work items can be further detailed according to the firm's understanding of the necessary elements.

MARIPOSA COUNTY

REQUEST FOR QUALIFICATIONS

DESIGN & ENGINEERING SERVICES FOR THE MARIPOSA CREEK PARKWAY PHASE III PROJECT

SECTION III – BACKGROUND & SCOPE OF WORK

III-1. General Conditions

The County of Mariposa shall not be liable for any pre-contractual expenses incurred by the consultant, nor shall any firm include such expenses as part to the proposed cost. Pre-contractual expenses include any expense incurred by a proposal and negotiation of any terms with the County.

The County reserves the right to withdraw this RFQ at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services shall be made to the firms best qualified and responsive in the opinion of the County.

Proposals may, at the County's option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain erasures or irregularities of any kind. The County reserves the right to reject any and all proposals. The County expressly reserves the right to postpone submittal opening for its convenience and to reject any and all submittals responding to this RFQ.

The selected firm(s) must agree to indemnify, hold harmless and defend the county, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the County which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.

The selected firm will be required to comply with all existing State and Federal labor laws including those applicable to equal opportunity employment provisions.

The County reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.

All responses to this RFQ shall become the property of the County of Mariposa and will be retained or disposed of accordingly.

No amendments, additions or alternates shall be accepted after the submission date and time.

All documents, records, designs and specifications developed by the selected firm in the course of providing services for Mariposa County shall be the property of the County. Anything considered to be proprietary should be so designated by the firm.

Acceptance by the County of any proposal submitted pursuant to this RFQ shall not constitute any implied intent to enter into a contract for services.

The County reserves the right to issue a written notice to all participating firms of any change in the proposal submission schedule should the County determine, in its sole discretion, that such changes are necessary.

MARIPOSA COUNTY REQUEST FOR QUALIFICATIONS

DESIGN & ENGINEERING SERVICES FOR THE MARIPOSA CREEK PARKWAY PHASE III PROJECT

III-3. Scope of Services

To deliver Work Items that will allow the project to be bid and constructed according to the established schedule. The work items consist of (1) Research, Survey & Topography; (2) Environmental Studies & Permits; (3) Plans, Specifications & Estimates; (4) Right of Way Acquisitions & Engineering; (5) Quality Assurance & Quality Control; (6) Construction Schedule & Construction Support Services; (7) As-Built Documentation

The Preliminary Engineering Report (PER) was prepared in June 2020. While it is generally comprehensive in that it covers the project from inception through completion, minor modifications or updates may be required to fully address all aspects of the project. It is the consultant's job to identify any issues with the PER as early as possible, so that alternate solutions can be developed. All aspects of the project design that affect either pedestrian or vehicular accessibility must comply with the latest provisions of the ADA – American's With Disabilities Act.

Mariposa County has conducted significant community outreach and stakeholder engagement to shape the components of the project that are reflected in the PER. In particular, the County developed and adopted the Mariposa Creek Parkway Master Plan (adopted in January 2020) and 11th Street Paseo Graphic Enhancement package (adopted in July 2020), both of which are essential for understanding the physical relationships, aesthetic character and functional intent of the design.

The following documents are being provided for the development of the firm's proposal, as follows:

1. Preliminary Engineering Report
2. Mariposa Creek Parkway Master Plan
3. 11th Street Paseo Graphic Enhancement Package

The project, which is funded by a grant from Cycle 5 of the Caltrans Active Transportation program, implements critical components of the Mariposa Creek Parkway Master Plan and the 11th Street Paseo Graphic Enhancement project. The project will construct both (1) Phase III of the Mariposa Creek Parkway between 8th Street and Joe Howard Street, and (2) the 11th Street Paseo, a strategic active transportation linkage at between SR 140/49 and Jessie Street. The project will (3) construct new sidewalk along Jessie Street to connect these two mobility resources and establish a safe bicycle and pedestrian network in this area of in the Town of Mariposa.

The proposed project will improve bicycle and pedestrian connectivity in the Town of Mariposa and Mariposa Creek corridor. Additionally, due to its ecologically and culturally significant context, the community has developed rigorous standards for the projects' aesthetic and ecological performance. This vision, expressed in the conceptual planning and design documents includes a comprehensive landscape and green infrastructure design strategy, and thorough attention to the materiality, scale, and supportive amenities like shade structures, lighting, and signage.

Construction of Phase III of the Mariposa Creek Parkway and part of the Jessie Street sidewalk construction will occur adjacent to (2) other significant projects. First, the upstream/northwest portion of the Parkway terminates at Joe Howard Street, where a multi-family community and associated infrastructure improvements will be implemented on a similar timeline as the Parkway

MARIPOSA COUNTY

REQUEST FOR QUALIFICATIONS

DESIGN & ENGINEERING SERVICES FOR THE MARIPOSA CREEK PARKWAY PHASE III PROJECT

construction (the Creekside Terraces project). Second, the entire Phase III segment of the Parkway and the portions of the Jessie St. sidewalk construction will be implemented amidst an ongoing environmental restoration (supported by a grant from the Wildlife Conservation Board).

The project is planned to be completed by the selected firm which will include all project requirements for construction, including: Preliminary Engineering, Environmental Documents NEPA/CEQA, Right of Way, Design/Construction Documents, and Construction Support Services.

Note (*) that funding is in place for Items #1 and #2. The funding for the additional items has been conditionally awarded, and will be available pending the respective Caltrans Authorization in FY 2022.

Item #1 Research, Survey & Topography (Currently funded)

The project consultant will be expected to obtain thorough knowledge of the area in order to determine the most efficient and desirable design. This will require survey of the appropriate properties, topography to establish location and elevations of all affected items – including waterways, trees, areas of vegetation and any areas of cultural or environmental significance. Prior investigations, analysis and reports should be incorporated into the final design where feasible. Property boundary markers shall be protected and planned to be reset in their correct position to ensure compliance with the law.

Item #2 Environmental Studies & Permits (Currently funded)

The project will require several permits. For the 11th Street Paseo, a temporary Caltrans encroachment permit may be necessary to complete construction of the uphill portions of the project. In the Mariposa Creek corridor, these are expected to include a CDFW 1602 (SAA) permit, CWA Section 401 and 404 permits, and CEQA biological resources and cultural resources reports. Other permits and environmental studies may or may not be needed depending on the final plans and specifications. Since the project is being funded through the state, it will require CEQA compliance and not NEPA. The anticipation is the project will not require an Environmental Impact Report but will instead recommend an IS/MND.

Item #3 Plans, Specifications, & Estimates (Funding pending FY2022 *)

The plans need to be constructible. They need adequate details, cross sections, and plan notes. Although the County has some survey information and recent aerial topography (which will be made available to the engineer), many areas of the project will require new field survey. The 24x36 plans do not need to be prepared to a certain format – any format will suffice as long as the scales are appropriate. The drawings should ‘read like a book’ in that the notes, details, line-work and symbols are logical.

Item #4 Right-of-Way Acquisitions & Engineering (Funding pending FY2022 *)

Completing Phase III of the Mariposa Creek Parkway as currently planned requires acquiring right-of-way access to three parcels at the segment’s upstream terminus. The County will assist the consultant team with facilitating this acquisition, but the consultant team should lead the acquisition effort. Additionally, the project entails utility engineering and coordination with potentially affected utility companies, including electricity (there is an existing pole in the 11th

MARIPOSA COUNTY

REQUEST FOR QUALIFICATIONS

DESIGN & ENGINEERING SERVICES FOR THE MARIPOSA CREEK PARKWAY PHASE III PROJECT

Street Paseo, and the Phase III Parkway segment will require electricity for pedestrian lighting), water (the Phase III segment is atop a sewer line with several manholes), and other utility providers as indicated through the field survey.

Item #5 Quality Assurance & Quality Control (Funding pending FY2022 *)

The consultant will be expected to review and ensure that all aspects of construction are consistent and up to date. Where appropriate, the consultant will be expected to provide the County with approvals for plans, plan revisions, submittals, reports and other documents. The review should be done by professionals not intimately familiar with the project. The consultant is expected to have professional staff review the work whom are not directly involved in the project.

Item #6 Construction Schedule & Construction Support Services

Mariposa County typically has a relatively long winter that is both cold and wet. As a result, the optimum construction season is from May through October. Work can continue throughout the year – but costs increase due to protection of work from the harsh climate. Also, work that continues into the winter is often less efficient and more costly. Finally, construction of Phase III of the Mariposa Creek Parkway requires that the consultant team be conscious of and flexible to the site's dynamic nature (and potential for seasonal flooding) and value to native wildlife, especially nesting birds and any protected species identified through permitting process.

Item #7 As-Built Documentation

The consultant will be required to provide a binder hardcopy of all project related documents – from project kick-off meeting through the Notice of Completion. The plans should be thoroughly updated to identify items built versus not built. Where appropriate, as-built plans can be provided by redline and may not require actual CAD revision. The as-builts should also include existing site features determined during construction to be relevant – either as protect-in-place or noted as potential conflicts.

III-4. Selection Procedure

The County intends to retain the selected firm evaluated to be the best qualified to perform the work for the County, cost and other factors considered. The County shall screen all applications and the top candidates may be selected for formal interviews. Proposals will be screened by a review panel of five representatives of Mariposa County. The panel will determine the firms selected for interview if interviews are deemed necessary.

In reviewing the proposals, each member of the review panel will carefully score the following criteria, based on a maximum score 100 points, where each of the (5) Items are each scored 1 through 20. If formal interviews are invited, the review panel will rank the results of the interview in a succeeding order. The winner be the firm at the top of the sequence.

- Does Firm demonstrate a comprehensive review/understanding of scope of work?
- Does the Firm and their sub-consultants have specific experience relative to this project that are relevant to this project?

MARIPOSA COUNTY REQUEST FOR QUALIFICATIONS

DESIGN & ENGINEERING SERVICES FOR THE MARIPOSA CREEK PARKWAY PHASE III PROJECT

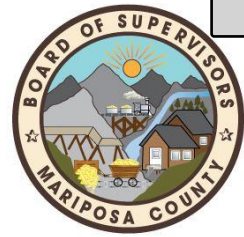
- Does the Firm propose a well-organized and detailed response to the RFQ ?
- Does the Firm's proposal indicate an ability to think creatively and innovatively about the project and does it seem like they can effectively problem-solve to meet the established deadlines and deliver the required project?
- The extent to which previous clients have found the firm's services acceptable

The county will require the firm selected to maintain general liability, automobile, workers' compensations, and errors and omissions insurance. The selected firm or individual will also be required to maintain relevant business licensure. The contract will contain provisions requiring the selected firm to indemnify the County and provide that the Consultant is an independent contractor serving at the will of the County. Other required provisions include County Board of Supervisors right to terminate the agreement, at its sole discretion, upon the provision of notice.



MARIPOSA COUNTY

Public Works • 209-966-2498



H.5

RESOLUTION - ACTION REQUESTED 2021-660

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Accept Grant Deed Restrictions at Mariposa & Coulterville Parks to
Comply with a Grant from the Tate

RECOMMENDATION AND JUSTIFICATION:

Complete the Acceptance Process of the Proposition 68 Per Capita Park Funds as Authorized by Resolution 21-193; and Authorize the Board of Supervisors Chair to Sign the Deed Restrictions

Mariposa County is eligible for up to \$400,000.00 in Proposition 68 Park Improvement Funds and the only document left for approval are the Deed Restriction. The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the Grant for the duration of the Contract Performance Period from July 1, 2018 - June 30, 2048.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On April 13, 2021 Resolution 2021-193 the Board approved the Public Works Director to negotiate, sign and submit a Grant Application for Proposition 68 Per Capita Parks Funds.

The following project have already been approved by the board on April 13, 2021:

Mariposa Park Pool - The pool is in desperate need of major repair very similar to that of the facility in El Portal which caused the closure of that facility for an entire season due to lack of identifiable funding. These improvements will give the pool facility an increased life expediency of an estimated 20 years at a estimated Project Cost of \$150,000.00.

Coulterville Pool - The Coulterville Pool is in need of comparatively minor repairs to the pool surface and deck edge which will create a safety concern if unaddressed at a Project Cost of \$35,000.00.

Mariposa Park Tennis Court and Drainage System Rehabilitation - This Project has sought funding for many years as the surface of the Tennis Courts has deteriorated with each passing year making the facility a forecasted future safety concern which may cause the closure of the facility without the much needed repairs being accomplished. This Project will provide drainage system upgrades to prevent future

REF ID# 12338

Packet Pg. 218

surface failure and will resurface at least two (2) of the three (3) Courts while also adding both court lines to accommodate both Tennis and Pickleball game surfaces. The estimated Project Cost is \$165,000.00.

Mariposa Park Playground Equipment. This Project will replace and upgrade the playground equipment in Mariposa Park. The current equipment is heavily used and in need of replacement and will be replaced with ADA Playground features. The Project Cost for this is \$50,000.00.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, we will not be able to move forward.

ATTACHMENTS:

Deed Restriction-Mariposa Park (PDF)

Deed Restriction -Coulterville Park (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Stephanie Schiechl

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, County of Mariposa

(hereinafter referred to as "Owner(s)") is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"); and

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program for "Renovation of the pool, tennis courts, and gathering area; replacement of the existing playground; and ADA and drainage upgrades at Mariposa Park in the County of Mariposa" on the Property; and

IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally approved Grant 18-22-002, (hereinafter referred to as "Grant") for "Renovation of the pool, tennis courts, and gathering area; replacement of the existing playground; and ADA and drainage upgrades at Mariposa Park in the County of Mariposa" on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s) to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2048.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): County of Mariposa

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, a Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Mariposa Town Park

APN's 013-190-001, 007 & 008

A tract of land situated in a portion of the Town of Mariposa, as the Town of Mariposa is delineated on the Map of Ammended Survey of the Town of Mariposa, survey completed April 1930 by Frank A. Casaccia and filed as Map No. 313, Mariposa County records, situated in a portion of Projected Section 23, Township 5 South, Range 18 East, M.D. M., Rancho Las Mariposas, said tract of land being more particularly described as follows:

All that certain real property conveyed to County of Mariposa by Deed No. 328 dated June 4, 1931 and recorded July 6, 1931 in Volume 31 of Deeds page 554, Mariposa County Records, described therein as follows:

All that certain tract of land situate, lying and being in the County of Mariposa, State of California, particularly described as follows:

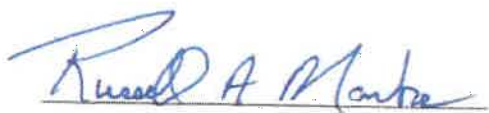
Commencing at Corner No. 1, marked by a 1" x 14" iron bolt driven into and flush with the ground, from whence the southeast corner of Block 21 of the Town of Mariposa, County of Mariposa, State of California, bears north 12°24' east 370.29 feet, and from whence Corner No. 2 of the so-called "Arndke Lot" bears south 37°05' west 131.19 feet; and running thence south 44°01' west 805.69 feet to Corner No. 2, marked by a 1 " x 14" iron bolt driven into and flush with the ground, from whence a yellow pine tree 16" in diameter, scribed "C-2-BT-FAC" bears north 52°09' east 10.70 feet; thence south 65°42' west 221.50 feet to Corner No. 3, marked by a 1" x 14" iron bolt driven into and flush with the ground, from whence an exposed ledge of rock chiseled "x-BR" bears north 05°04' west 14.72 feet; thence south 63°30' east 879.28 feet to Corner No. 4, marked by a 1" x 14" iron bolt driven into and flush with the ground; Thence north 48°17' east 622.85 feet to Corner No. 5, on the westerly line of the so-called "Lowrie Lot", marked by a 1" x 14" iron bolt driven into and flush with the ground; thence north 37°05' west 124.0 feet to Corner No. 2 of the said Lowrie Lot, identical with Corner No. 3 of the said Arndke Lot, marked by a 1" x 14" iron bolt driven into and flush with the ground, thence continuing north 37°05' west 557.60 feet to Corner No. 2 of the said Arndke Lot, marked by a 1" x 14" iron bolt driven into and flush with the ground; and thence continuing north 37°05' west 131.19 feet to Corner No. 1 and the point of commencement. Magnetic variation 17°45' east. Containing 14.522 acres. And including Blocks 68 and 69 of the said Town of Mariposa, and known as the "Mariposa County Lot".

EXCEPTING THEREFROM All that certain real property conveyed to Arthur B. Waller by Deed No. 993 dated December 10, 1945 and recorded December 21, 1945 in Volume 17 of Official Records, page 302, Mariposa County Records, described therein as follows:

Commencing at the Corner No. 1, identical with Corner No. 5 of the Mariposa County Hospital Tract, thence along the westerly line of said Hospital tract S. 48°17' W. 146.0 feet to Corner No. 2; thence leaving the said westerly line of the Hospital Tract N. 37°05' W. 74.0 feet to Corner No. 3; thence No. 30°16' E. 158.7 feet to Corner No. 4, a point on the easterly line of the said Hospital Tract, identical with Corner No. 3 of the Arndke Tract, as per deed from the Mariposa Commercial and Mining Company, a corporation, to Theodore Arndke, dated June 4, 1931, and recorded June 11, 1931 in vol. "31" of Deeds, page 531, Mariposa County Records, and Corner No. 2 of the Lowrie Tract, as per deed from the Mariposa Commercial and Mining Company, a corporation, to William H. Lowrie, Sr., dated June 4, 1931, and recorded June 11, 1931, in Vol. "31" of Deeds, page 530, Mariposa County Records; thence along the said easterly line of the said Hospital Tract S. 37°05' E. 124.0 feet to Corner No. 1 and the place of commencement, containing 0.33 acres, more or less, and being a fractional part of the said Mariposa County Hospital Tract.

The above-described tract of land contains 14.192 acres, more or less, (as calculated from record data) and is subject to any rights-of-way or easements of record or legally acquired.

The intent of this herein described exhibit is to meet the conditions imposed by the 2018 Parks Bond Act, Grant 18-22-002.



Russell A. Marks



Prepared

PLS 6377

Mariposa County Surveyor



EXHIBIT "B"

H.5.a

DocuSign Envelope ID: DCACF57B-41D5-43C5-9AD2-F3D638BA868C

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATIONGRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant ProgramGRANTEE County of MariposaTHE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

County of Mariposa

By [Signature] Grantee
(Signature of Grantee Representative)

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

Title Director, Public Works & TransportationBy [Signature]Date 9/13/21Date 9/15/2021

CERTIFICATION OF FUNDING

CONTRACT NO. C9801083	AMENDMENT NO.	FISCAL SUPPLIER I.D. 0000028196		PROJECT NO. 18-22-001 18-22-002	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$400,000.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2021/22	
TOTAL AMOUNT ENCUMBERED TO DATE \$400,000.00	Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69806	PROJECT / WORK PHASE	

Attachment: Deed Restriction-Mariposa Park (RES-2021-660 : Accept Grant Deed Restrictions at Mariposa & Coulterville Parks to Comply with a

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and County of Mariposa (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$400,000, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01 2018 to June 30 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

- grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
 3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

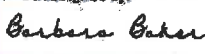
County of Mariposa
GRANTEE

By: 
Signature of Authorized Representative

Title: Director, Public Works and Transportation

Date: 9/13/21

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: 
708F0AC8D8E41C...

Date: 9/15/2021

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Stephanie Schiechl

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, County of Mariposa

(hereinafter referred to as "Owner(s)") is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"); and

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program for "Renovation of the pool at Coulterville Park in the community of Coulterville" on the Property; and

IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally approved Grant 18-22-001 (hereinafter referred to as "Grant") for "Renovation of the pool at Coulterville Park in the community of Coulterville" on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond

Act Per Capita Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s) to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2048.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and

all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): County of Mariposa

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, a Notary Public,
 personally appeared _____, who proved to me on the basis of
 satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
 acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
 by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
 person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
 foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A

Coulterville Town Park

APN 002-040-002

A tract of land situated in a portion of the Town of Coulterville, as the Town of Coulterville is delineated on the Map of the Townsite of Coulterville filed March 18, 1878 and reproduced by W.E. Bedesen, County Surveyor of the County of Merced, dated March 26, 1934 and filed as Map No. 688-03, Mariposa County records, situated in a portion of Section 34, Township 2 South, Range 16 East and in a portion of Section 3, Township 3 South, Range 16 East, M.D. M., said tract of land being more particularly described as follows:

All that certain real property conveyed to County of Mariposa by Grant Deed dated May 21, 1958 in Volume 62, Official Records, Page 503, Mariposa County Records, described therein as follows:

Lot Six of Block Eight in the Town of Coulterville, California. Described as follows: Situated on North side of Stockton Street and on south side of Center Street. Bounded on the East side by Lots No. 1-2-3-4 and 5 on Main Street and of Block 8. And bounded on the west side by Lots 7 and 8 of Block 8.

Known as the old Shimer Estate.

TOGETHER WITH all that certain real property conveyed to County of Mariposa by Grant Deed recorded November 4, 1968 in Volume 112, Official Records, Page 4, Mariposa County Records, described therein as follows:

A portion of Lot 7 and Lot 8 of Block 8 of the Townsite of Coulterville, State of California, as the side Lots 7 and 8 are so delineated by the Record of Survey entitled "Portion of Block 8 of the Townsite of Coulterville" recorded as Map No. 1619 of the Official Records of Mariposa County.

ALSO TOGETHER WITH all that certain real property conveyed to Mariposa County by Grant Deed recorded November 13, 1981 in Volume 232, Official Records, Page 131, Mariposa County Records, described therein as follows:

ALL the portion of Lot 6 of Block 8 of the Townsite of Coulterville of the County of Mariposa, State of California, (as the said Townsite of Coulterville is so delineated by the Map entitled Townsite of Coulterville recorded as Map No. 688 of Official Records of the said County of Mariposa) lying southeasterly of a line particularly describes as follows:

BEGINNING at a pipe driven on the northeasterly line of the side Block 8 from which the northwest corner of the said Lot 6 bears North 43° 14' 11" West 119.59 feet distant; thence South 38° 37' 9" West 205.57 feet to a point on the northeasterly line of right of way of State Highway Route 49 from which the point formed by the intersection of the west line of said Lot 6 with the said northeasterly line of Right of Way of the State Highway bears North 32° 33' 17" West 182.78 feet distant. For further description reference is made to the Record of Survey of a "Portion of Block 8" of the Townsite of Coulterville recorded as Map No. 1619 of the Official Records of

Mariposa County. EXCEPTING THEREFROM a ten foot wide easement for underground sewer line purposes only.

EXCEPTING THEREFROM all that certain real property conveyed to the State of California by Grant Deed (Corporation) recorded June 27, 1962 in Volume 80, Official Records, Page 293, Mariposa County Records, described therein as follows:

A portion of that certain parcel of land described in Deed to the County of Mariposa recorded June 26, 1958 in Volume 62 of Official Records, page 503, Mariposa County Records, situate in Lot 6 of Block 8 in the Townsite of Coulterville as shown on that certain map filed for record March 18, 1878, said portion is all that part of said parcel lying southwest of the following described line;

Commencing at a 1/2 inch iron pipe marking the southwest corner of Section 34, T. 2 S., R. 16 E., M.D.B. & M., thence S. 77°54'46" E., 1967.47 feet; thence S. 81°59'36"E., 121.68 feet to the TRUE POINT OF BEGINNING said point also bears radially N. 59°57'24"E., 55.00 feet from Engineer's Station 179+54.76 B.C. of the Department of Public Works' 1962 Survey Centerline for State Highway, Road X-Mpa-65-A, between 1.5 miles south of Coulterville and the Mariposa-Tuolumne County Line, said point being at Coordinate Y=440,911.89 feet and X=2,088,002.37 feet; thence N. 37°49'11"W., 107.42 feet; thence N. 82°33'17"W., 477.94 feet; thence N. 39°24'03"W., 51.82 feet; thence N. 37°33'50"W., 1419.94 feet to a point that lies N. 33°54'03"E., 1475.11 feet from the southwest corner of said Section 34; said point also bears radially 80.00 feet right of Engineer's Station 200+00.00 of said Survey Centerline.

Containing 7,840 square feet, more or less in addition to the portion thereof now used and acknowledged as public way.

The above-described tract of land contains 1.1, more or less, (as calculated from record data) and is subject to any rights-of-way or easements of record or legally acquired.

The intent of this herein described exhibit is to meet the conditions imposed by the 2018 Parks Bond Act, Grant 18-22-001.



Russell A. Marks

PLS 6377

Mariposa County Surveyor

11/16/2021
Prepared



EXHIBIT "B"

H.5.b

DocuSign Envelope ID: DCACF57B-41D5-43C5-9AD2-F3D638BA868C

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE County of MariposaTHE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

County of Mariposa

By

(Signature of County Representative)
(Signature of County Representative)

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

By

Barbara BakerTitle Director, Public Works & TransportationDate 9/13/20

Date

9/15/2021**CERTIFICATION OF FUNDING**

CONTRACT NO C9801083	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000028196	PROJECT NO. 18-22-001 18-22-002	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$400,000.00	FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2021/22
TOTAL AMOUNT ENCUMBERED TO DATE \$400,000.00	Reporting Structured. 37900081	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69806	PROJECT / WORK PHASE

Attachment: Deed Reatraction -Coulterville Park (RES-2021-660 : Accept Grant Deed Restrictions at Mariposa & Coulterville Parks to Comply

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and County of Mariposa (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$400,000, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

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grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
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1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

County of Mariposa
GRANTEE

By: [Signature]
Signature of Authorized Representative

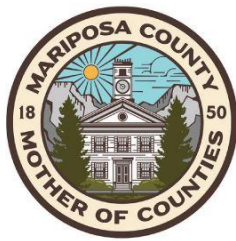
Title: Director, Public Works and Transportation

Date: 9/13/21

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

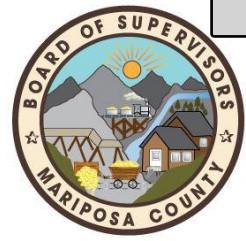
By: [Signature: Barbara Baker]
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Date: 9/15/2021



MARIPOSA COUNTY

Fire • 209-966-4330



H.6

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Mike Van Loben Sels, Acting Fire Chief

RE: Mariposa County Fire Advisory Committee (MCFAC) Update

RECOMMENDATION AND JUSTIFICATION:

Provide a Mariposa County Fire Advisory Committee (MCFAC) Update and Recommendations to the Board of Supervisors.

As requested, and required by Resolution No. 2020-627 exhibit A line e, MCFAC will provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of Mariposa County Fire and Fire Advisory Committee efforts. MCFAC Chair will present an update, highlighting Table 9 of the CWPP updates as well as give recommendations.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors approved Resolution No. 2019-303 on June 4, 2019 establishing the Mariposa County Fire Advisory Committee as an advisory board to the Board of Supervisors with the purpose of recommendations for fire related issues including the implementation and ongoing maintenance of the Community Wildfire Protection Plan (CWPP).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No update or recommendations to the Board of Supervisors as requested through Resolution 2020-627.

ATTACHMENTS:

210406 CWPP IMPLEMENTATION ADHOC TASK TABLE ASSIGNMENTS (PDF)
PowerPoint Presentation: 211207 Code Compliance Processes Follow-Up (PDF)

RESULT: INFORMATION RECEIVED

TABLE 9. MARIPOSA COUNTY CWPP ACTION PLAN									Assigned	Progress Notes	Date Completed
Action	Proposed Leads	Timeframe	Resources and Notes	Priority	Status	Landscapes	Communities	Response			
1. Review Action Plan: identify coordinators, refine timeframe, and priorities	MCFAC	Upon final plan adoption	Also set up a regular schedule for the action plan review and status updates	Completed	On going	X	X	X		Underway ADHOC Created and meeting schedules ongoing monthly Ongoing updates to BOS as requested through resolution.	Ongoing
2. Update and maintain County's wildfire risk assessment	County GIS Department, Fire Department, RCD, Fire Safe Council	Minor updates to occur annually; major updates every 5 years or after significant events	Risk assessment updates in the first year provided by the consultant team if County experiences significant changes (e.g., wildfires). Fire Safe Council, RCD can help secure future funding for updates; consider incorporating Lidar data from Univ of WA in future updates (requires additional analysis)	High	In progress	X	X	X		RCD to provide LIDAR data to Mapping Subcommittee when available. - Point cloud data awaiting USGS formal release ~ 12/2022 - Forest structure maps available with data sharing agreement 7/1/2021 New CWPP contains updated risk assessment using No-HARM methodologies	
3. Initiate streamlined development review process for fire mitigation	County Planning Department	Begin process in 2021	Goal is to set up a framework to provide a package for development applications (e.g., house, subdivisions, existing development) to more efficiently communicate information on required mitigation depending on type of application; include updated checklists, software improvements, information on building code requirements	High	In progress		X	X	Steve E and others	Underway. Permitting Software RFP published, Staff Development Review Committee evaluating baseline of existing requirements for gap assessment completion. WUI, FIRESAFE, ZONING etc. 04/21/2021 - Evaluating Bids. - Development Team meets twice a month to discuss streamlined approach to review process. 5/26/21 Bid Team evaluating proposals May 25 to 18 June - CIVIC Spark Intern application submitted and evaluation underway	

			Includes implementation of new statewide Fire Safe Regulations that will become effective in 2021 Mariposa County CPAW report (2019) provides implementation tips							(Additional person to assist in implementation) - July 21, 2021 RFP process evaluations completed. 1 vendor elevated, reference checks underway. - Contractor selected - Contracting is underway. - Timeline is to complete contracting 2021 project start up and implementation 2022. Estimated to be a 16-month process	
4. Implement SIZ assessment program to expand parcel-scale mitigation activities	County Fire Department (in cooperation with CAL FIRE)	Inspections being done currently but will be done more in-depth in the future and additional details developed	County has hired a fire inspector to assist. Can potentially pull data from CAL FIRE inspections. Align the program with local development code regulations (action 3) Mariposa County CPAW report (2019) provides implementation tips RCD could be a potential funding resource for property mitigation	High	In Progress		X		Steve Ward – Co. Fire	County Fire is evaluating new Firesafe Regulations – Impact could be substantial in the VHFHSZ – ISO not really an issue as insurance companies treat HFSZ the same. Programs are being explored to enhance the FD and County capabilities regarding assessments - FF/Extra Help program, Fee Study for Inspector, Possibility of PRC 4291 responsibilities being shared through Local Gvt. After potential mandate of 100% compliance and requirement for sale of homes. Several requests for developers wanting to meet and be educated on fire safety for development PRC 4290.	10-27-21
5. Promote and educate communities on prescribed fire	Prescribed Fire Association, RCD, Fire Safe Council	Occurs annually, as conditions allow	Establishing a local Prescribed Fire Association is underway; other groups also engaged in Rx fire activities The county is looking toward building new projects – training burns, local prescribed burns, in partnership with UC system to help educate ranchers, large rangeland managers	High	In progress	X			Fadzayi Mashiri - UCCE		
6. Update existing fuel treatments	Fire Department in coordination with CAL FIRE and	Occurs annually, as conditions allow	Based on existing and future priority areas informed by the risk assessment outcomes	High	In progress	X	X			FSC is updating and widening the Stumpfield Road Fuel Break. (5/26/21) 80% complete!	10-27-21

	other land management agencies	Treatments require regular maintenance	Look at projects from multiple points of view and assess entire county to slow fire progression, protect communities, homes, assets at risk							FSC is writing grants to update and widen the Wagner Ridge Fuel Break. - SNC Grant Submitted - this has been funded. County Fire and Public Works submitted CAL FIRE grants for equipment to update existing fuel treatments (5/19). County Fire received equipment grant to update existing fuel treatments. Several fuel breaks are or are near completion in the Cal Fire Mariposa Battalion ready to go into maintenance status. Ongoing plan for several other projects such as Greeley Hill, Boneyard North County to start back up again. Equipment from FP Grant will assist in these efforts.	
7. Provide information on PSPS for homeowners	County Fire Department in coordination with CAL FIRE, Sheriff's Office, Health Department, RCD, Fire Safe Council, Master Gardeners	Initiate in Spring/ Summer 2021	Processes were created to ensure consistent and uniform message to community Agreements in place between PG&E and FSC, RCD, Master Gardeners, and others to distribute information on PSPS Fire Dept receives questions on generators on a weekly basis and has guidance for public on hiring, permitting, and installation Additional actions should encourage the public to sign up for county alert systems on PSPS notifications, expand social media updates, and provide more information on PG&E generator rebate information for generators	High	In progress		X			RCD providing information through an agreement with PG&E. (ongoing) FSC is working in cooperation with PGE regarding PSPS information. Have not received questions regarding generators in the last year.	10-27-21
8. Engage with local WUI communities to develop or	County Fire Department, County Planning Department, RCD, Fire	Initiate in 2021	Utilize risk ratings developed through County CWPP as a decision-support tool to help communities identify specific risks	High	In Progress		X		Steve Engfer	RCD assisting Yosemite West with FireWise Community application and defensible space clearance. Assisting Whispering Oaks HOA with FireWise application.	

update local CWPPs	Safe Council, other MCFAC members		Pursuing local CWPPs/ appendices allows deeper dive into local risks; the ideal goal is to lower risk and help with future insurance rates, home survivability Each CWPP should align with local priorities and broad strategy of county CWPP, local unit, and state fire protection priorities; alignment of plans gives opportunity to apply for grants to support activities (for example, maintaining fuel reduction projects, Firewise Communities program participations and recognition)							Yosemite West received FireWise Community status. Climate action Corp – Hannah Harrison starts mid November. 11 month assignment. She will assist in preparing the local CWPP's template and other tasks for the CWPP implementation GIS restructure of General Communities in line with Structure Defense Maps to include 38 risk assessment areas within. Goal for town hall meets late April/May	
9. Engage with local WUI communities and partner agencies to develop community-specific evacuation pre-plans	County Fire Department, Sheriff's Office	Initiate in Spring/ Summer 2021	Different agencies may take the lead on evacuation planning depending on specific activity Community outreach also undertaken by various agencies and organizations The Ready Set Go! program administered by Int'l Assoc. of Fire Chiefs provides public education and engagement	High	In Progress			X	Will Smith MPSA SO/OES	Evaluation of Evac plans and process of coordination during EOC exercise this last summer of 2021.	
10. Develop a County Fire Service fire resource capacity sustainability plan	County Fire Department	Initiate in Spring 2021	Identify capacity gaps and determine strategies for improving capacity through increased retention and recruitment (County fire department is 100% volunteer and requires different recruitment strategies to increase participation)	High	In progress			X	Steven Ward- Co. Fire	County Fire has identified response times and staffing are two major factors affecting fire resource capacity and sustainability. County Fire is working on alternatives to "strictly volunteer" fire fighters and exploring options for better recruitment and retention.	

			Strategies should align with other policy and development strategies to support staffing and equipment CAL FIRE availability cannot always be a guarantee							Extra Help FF program to be discussed with BOS, consider moving towards a combination department.	
11. Initiate local home retrofit program	County Planning Department, County Fire Department	Align with statewide program unless funding becomes available sooner	State agencies (Cal OES and CAL FIRE) are developing a home hardening/retrofit program, monitor for details and opportunities	Medium	Not started		X			RCD submitted a CAL FIRE grant application for a regional home hardening program with other Sierra RCDs (5/19/2021). Submitted a CA FSC grant application 6/19/2021). RCD to submit an OES BRIC grant.	
12. Prioritize mitigation of critical infrastructure	County Planning Department, County Fire Department, Public Works	Initiate in Spring/ Summer 2021	See inventory list in LHMP	Medium	In progress		X			Bootjack Fire Station Water Tank project (RCD, MCFD, MCPW) meets LHMP goals pp 75, 78. Construction began on BJFS Tank 10/25. FEMA LHMP grant application for three additional tanks expected to be awarded 9/2021.	
13. Support local WUI communities in wildfire preparedness and mitigation activities, such as recognition programs and annual clean up days	Fire Safe Council, County Fire Department, RCD, additional MCFAC members	Community Preparedness Day Occurs annually at the beginning of May	Goal of Fire Safe Council is to work with communities, associations, districts, etc. to support grant writing process, become partners, Council handles fiscal management and reporting, but they are partners to guide local mitigation activities National program resources include: Firewise/USA administered by NFPA (state liaison is CAL FIRE) and the Ready, Set, Go! program administered by Int'l Assoc. of Fire Chiefs NFPA has a prep day toolkit available ; grants sometimes available from State Farm	Medium	In progress		X			FSC hosts Fish Camp annual chipping day. (last event 5/22/21, 5/23/21) FSC meeting with Fish Camp Fire Assoc to develop more comprehensive approach to fuel reduction throughout community. (5/26) FSC working with Foran Road Association to implement grant funded fuel reduction project that was co-written. FSC completed Chamberlain Road fuel reduction project co-written with Chamberlain Road Association. FSC discussing potential project plans with Greeley Hill sub community between Ponderosa Way and Fiske Rd. (5/26) Yosemite West received FireWise designation.	

			Free chipping signs have been effective; more information like this is helpful							RCD working with Y-W and Wawona for fuels reduction (CAL FIRE grant).	
14. Update and renew cooperative response agreements	Various	Initiate as each agreement is due for renewal; many agreements had been updated in 1990s, 2000s; ensure updates occur on a regular basis to maintain currency	MCFAC brings various organizations and agencies together to plan for future. There are also many additional cooperators and collaborative efforts that should be communicated to the public (e.g., SWIFT) Cooperative agreements and automatic aid agreements with other counties are important because of some limitations of local response capabilities Typically update annually or every three years (regular)	Medium	Started			X		In current review and negotiations of Agreement with NPS for areas of Mariposa County within YNP. - County Fire Command and Control agreement and Amador agreement to be updated by 6/22 MPUD in negotiations to take over fire responsibilities within MPUD 7/22	
15. Develop Post-Fire Recovery Plan	County Fire Department in coordination with other MCFAC members	Initiate in Fall 2021	Connect with OES, Health and Human Services, Mariposa Community Foundation for additional potential support and engagement Include economic, ecosystem, and social needs and other considerations Also provide guidance to people who are returning after evacuations on how to stay safe	Low	Not started	X	X				
16. Create visitor education campaign	County Fire Department in coordination with Economic Development	Occurs annually in spring/summer	Target broader audiences, especially those affected by tourist activities, smoke, and how to prevent ignitions	Low	In progress		X			FSC has billboard banners about fire ignitions to go up along highways.	

Code Compliance Processes and Resources Discussion - Follow-Up

BOARD OF SUPERVISORS 12/7/21

Why Scheduled?

October 19, 2021 BOS Meeting – 2 items scheduled regarding compliance:

1. Supervisor Long – Illegal Marijuana
2. Supervisor Sweeney – Code Compliance Processes and Resources
 - Steady stream of complaints since taking office
 - Property owners impacted by unresolved code violations

Why Scheduled?

Board direction on October 19, 2021:

The following items are to return to the Board by November 23*, 2021:

1. From Code Compliance, a one-page summary of their current processes.
2. From Planning, identification of the resources needed to address the code compliance problem...

*Supervisor Sweeney excused from November 23 meeting; item scheduled for today

BOS Request 1 – Current Process

- One-page flow chart to show current processes



Current Process

Current Process – Staff Authority

- communicate with property owners
- conduct site inspection:
 - requires permission from property owner or
 - inspection warrant
- determine if a violation exists
- describe requirements to correct violation
- establish and work with a property owner regarding a timeline to correct a violation
- enter into a compliance agreement and
- file a Notice of Non-Compliance (with the County Recorder's Office).



Current Process

If staff efforts not effective...

- Staff needs to seek legal assistance (from County Counsel or the District Attorney) to take the matter to Superior Court.
- Currently, court action is the only way to:
 - impose fines
 - order abatement
 - get a judgment for corrections
- Court action - no guarantee a property owner will comply / correct violation
- Receivership is a final option with a judicial compliance process to effectuate compliance.

BOS Request 2 – Resources Needed to Address Code Compliance Problem

- **Solution 2-1** – Assess success of sending cases to DA's Office to seek Superior Court Action
- **Solution 2-2** – Use of Notice of Non-Compliance for Building Violations
- **Solution 2-3** – Implementation of Current Violation Fees for Building Violations

Solution 2-1 Cases to DA's Office

- ❑ Board direction (March 2021) - 2 code compliance cases to DA's Office:
 - seek assistance through Superior Court
 - ❑ Significant public health, safety impacts and environmental hazards
 - ❑ Court process recently commenced for one of these cases
- ❑ Until cases are heard, and decisions rendered – do not know effectiveness of this process
- ❑ Staff suggests assessing the success of the initial two cases, prior to sending more cases to the DA's office for assistance

Solution 2-2 Notice of Non-Compliance

Mariposa County Code Title 15, Section 15.10.240:

- *In circumstances where construction work has been commenced or completed without the required permit(s) or where there has been a failure to obtain final inspection approval prior to the expiration of the required permit(s), a county building inspector shall record a 'Notice of Non-Compliance' against the parcel with the Mariposa County recorder's office...*
- *Upon compliance with the County Code, the building department shall record a release of the Notice of Non-Compliance relative to the property.*

Solution 2-2 Notice of Non-Compliance

Constructive notice to public of existing building violations

NNC – identified in title report for sale of property or loan

- Potential purchasers / lenders are aware of known violations and corrective measures

Solution 2-2 Notice of Non-Compliance

1. Review open building violations – verify if violations still exist (354)*
2. COMMUNICATE WITH PROPERTY OWNER – provide opportunity for property owner to correct*
3. If correction not made, Prepare / Record Notice of Non-Compliance and Case Summary (required Corrective Measures)
4. Place files in inactive status

*Extra help position (salary savings – 3 vacancies)

Other – Solution 2-2

- Propose text amendment – CC §15.10.240
- If Notice of Non-Compliance filed on parcel, no other permits issued (except related to cure of violation) (include exception for emergency permits)
- Why?
 - Make sure County isn't issuing permits to parcels with violations...especially when permits support or exacerbate the violation
- Staff schedule Resolution of Intention

Solution 2-3 – Current Violation Fees

- Building Code – allows Building Director to assess civil penalties
- Penalties assigned at staff level
- Limited provisions code – used in last 18 months
 - 10X or 3X permit issuance fees for BWOP violations
- Code provides options, as determined by Director
 - Penalties per day
- Discretion in determination of penalty
- Appeal provisions
- Exclusions
- Amnesty period – Staff would bring back Resolution

NOTES

- Item – prepared based on objective: not advocating for any kind of code change, but working within existing codes
- Code Compliance Advisory Committee work – result in more effective compliance process
 - Meeting once per month / 2 meetings to date
 - Not quick process

NOTES – Case List

- Staff maintains list of current / open code compliance cases
- List was posted on CCAC's "Homework Page" on October 6
 - To provide information to CCAC regarding current status of compliance cases in County
 - List was not a part of this packet for this BOS item
- As a result of scheduling of this follow-up BOS discussion, a link to the list has been widely circulated on social media
- As a result, CC staff has received 22 inquiries regarding cases
 - Those are either resolved or are moving forward to compliance
- It has been helpful for property owners to reach out to CC staff, as
 - Only means of communication with many – snail mail
 - We don't have current (or any) cell numbers or home numbers or email addresses for many on this list

NOTES – Case List (History)

2021 – Opened 140 cases / Closed 68 cases (+72 cases)

2020 – Opened 175 cases / Closed 105 cases (+70 cases)

NOTES – Case List (Communications)

COMMUNICATION – Request for Investigation

- Initial communication through US mail
 - Only contact information for property owners – from Assessor Records
 - County does not have phone numbers or email addresses for property owners
- Ongoing communication through site visits, phone calls, emails and US mail
 - Preferred method is via email (documentation / benefit of both parties)
 - Some people prefer to only communicate via phone

QUESTIONS

As a result of scheduling of this follow-up BOS discussion, a link to the list has been widely circulated on social media – CC staff 22 inquiries regarding cases

QUESTIONS from PUBLIC

1. Is the County going to take my property over this issue?
NO – OBJECTIVE IS WORK WITH THE PROPERTY OWNER – PROPERTY OWNER RESOLVE CASE
2. Are the fines going to be accumulative back to when the case began? NO – If move forward with fees, identified AMNESTY PROGRAM (provide opportunity for property owner to resolve case, before penalties)
3. I received a call and told I was on the list, I purchased the property this way. Why is it my problem? CODE CASES RUN WITH PROPERTY – NOT ERASED WITH RECORDATION OF GRANT DEED
4. Am I being charged fines by the day right now? NO
5. Why didn't you just call me? MOST CASES, WE DO NOT HAVE CONTACT INFORMATION, OTHER THAN SNAIL MAILING ADDRESS

QUESTIONS from PUBLIC

6. The address you sent the notices to is very old, why did you send notice there? ADDRESS INFORMATION – ASSESSOR’S RECORDS (WHERE TAX BILLS MAILED)
7. I fixed the problem, why wasn’t it cleared? The building inspector came out so why wasn’t that the end of it? NEED TO REVIEW EACH CASE
8. Yes, I did build without a permit, but I don’t have the money to fix it right now. How much time to do I have? IF PROPERTY OWNER WANTS TO RESOLVE CASE, WE CAN ENTER INTO COMPLIANCE AGREEMENT TO PROVIDE TIME
9. I took out a permit for this work why am I still on the “List”? UNLESS PERMIT COMPLETED, IT IS STILL OPEN CASE

INPUT from PUBLIC

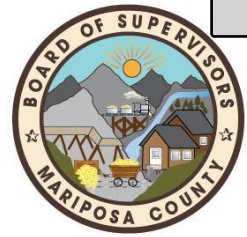
Most discuss details individual code cases





MARIPOSA COUNTY

Clerk of the Board of Supervisors • (209) 966-3222



H.7

ORDINANCE 2021-1169

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Regular Meeting Ordinance Amendment

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt an Ordinance Amending Chapter 2.04.010 of the Mariposa County Code, Titled "An Ordinance Removing Provision Requiring Cancellation of Regular Board Meetings on Countywide Election Days".

Regular meetings of the Board of Supervisors are prescribed by Mariposa County Code Chapter 2.04.010, which requires the cancellation of any Board meeting held on a county-wide election day. This provision stems back to a time when the County Clerk would use the space to physically count votes. However, that need no longer exists with the County's transition to an election management system in 2018.

Thus, with the concurrence of the Treasurer - Tax Collector - County Clerk, staff is now requesting that the election clause be removed from the County Code so that the change can be reflected in next year's Board schedule which is currently under preparation. This change will remove the elections day provision and will allow the Board to meet on the first four Tuesdays of each month, regardless of whether a countywide election is occurring.

The ordinance was introduced on December 7, 2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

County Code Chapter 2.04.010 regarding the Board's meeting time and place was first adopted on November 20, 1984, with Ordinance number 631. There have been a variety of amendments since then with Ordinance 648 adopted on 11/19/1985, Ordinance 756 adopted on 10/17/1989, Ordinance 866 adopted on 12/14/1993, and Ordinance 986 adopted on 05/13/2003.

December 7, 2021: Ordinance introduction.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

First Reading: The Board has the latitude to change the ordinance text. If the Board elects not to introduce the ordinance, the change will not be accomplished.

Second Reading: The Board may not make changes to the ordinance text, and can only approve the ordinance or not.

ATTACHMENTS:

Title 2.04.010 - Redlined Version (PDF)

2.04.010 Meeting Days Ordinance Amendment (PDF)

Ordinance Summary (PDF)

RESULT: INTRODUCED [4 TO 1] Next: 12/21/2021 9:00 AM

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

NAYS: Tom Sweeney

MARIPOSA COUNTY ORDINANCE NO.

An Ordinance Removing Provision Requiring Cancellation of Regular Board Meetings on
Countywide Election Days

WHEREAS the regular meeting time and place for the Board of Supervisors is codified within Section 2.04.010 of Chapter 2.04 of the Mariposa County Code; and

WHEREAS there is currently a provision contained within Section 2.04.010 which requires that meetings be cancelled on county-wide election days and rescheduled to the following Tuesday; and

WHEREAS this provision was historically utilized to allow the Elections Official a large space to hand-tally ballots; and

WHEREAS the Elections Officer has not needed to utilize the Chambers to tally votes since the County transitioned to an election management system in 2018, and does not envision needing to use it again in the future; and

WHEREAS this amendment will remove the elections provision of Section 2.04.010.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Section 2.04.010 of the Mariposa County Ordinance Code is hereby amended as follows:

2.04.010 Regular Meeting Time And Place

Regular meetings of the board of supervisors shall be held at the Mariposa County government center in the town of Mariposa on the first four Tuesdays of each month at 9:00 a.m. for the transaction of any and all business which may come before the board, both as a board of supervisors and as the board of directors of the following districts:

- A. County Service Area 1M (Don Pedro Subdivision), and
 - 1. Mariposa Pines Sewer Zone
 - 2. Sewer Zone (Don Pedro Subdivision)
 - 3. Coulterville Sewer and Water Zone
- B. Mariposa Parking District
- C. Wawona County Services Area 2W
- D. Hornitos Lighting District
- E. Mariposa Lighting District

- F. Coulterville Lighting District
- G. Mariposa County Air Pollution Control District
- H. Yosemite West Maintenance District
- I. Mariposa County Water Agency
- J. Mariposa County Local Transportation Commission
- K. Housing and Community Development Agency
- L. Redevelopment Agency of the County of Mariposa

In the event any Tuesday should be a legal holiday, the regular meeting of the board, both as a board of supervisors and as the board of directors of the above districts and/or agencies, shall be held at 9:00 a.m. at the above-mentioned place on the next succeeding day which is not a legal holiday.

SECTION II: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code §25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 14th day of December, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

MARSHALL LONG, Chair
Mariposa County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

RENÉ LaROCHE
Clerk of the Board

STEVEN W. DAHLEM
County Counsel

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF PROPOSED ORDINANCE REMOVING A PROVISION REQUIRING
CANCELLATION OF BOARD OF SUPERVISORS MEETINGS ON COUNTYWIDE
ELECTION DAYS

Notice is hereby given that on Tuesday, December 21, 2021, at 9:00 a.m., or as soon thereafter as the matter may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of a proposed ordinance amending Chapter 2.04.010 which will remove a provision that requires cancellation of Board of Supervisors regular meetings on countywide election days.

The ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 23123.

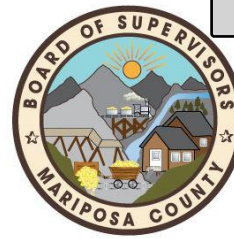
A certified copy of the full text of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors located at 5100 Bullion Street, Mariposa, California.

RENÉ LaROCHE
Clerk of the Board



MARIPOSA COUNTY

County Counsel • (209) 966-3222



MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Closed Session Conference with Legal Counsel: Existing Litigation

☒ **CONFERENCE WITH LEGAL COUNSEL:**

☒ Existing Litigation: **In Re: National Prescription Opiate Litigation;** United States District Court Case No. 1:18-AT-336

☐ Disclosure will jeopardize existing settlement negotiations.

☐ **Anticipated Litigation**

☐ Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

☐ Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

☐ **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**

Name of Employee Organization: _____
Name of County Designated Representative: _____
Title(s) of unrepresented individuals with whom negotiations are being conducted: _____

☐ **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**

(Government Code Section 54957 (b) (1))

☐ **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Position of employee under review: _____ (Government Code Section 54954.5)

☐ **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

☐ **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Description of real property: _____
Agency negotiator: _____
Negotiating parties: (Specify name of party or parties (not agent)): _____
Closed session will concern: () price; () terms of lease/purchase.

☐ **THREAT TO PUBLIC SERVICE FACILITIES**

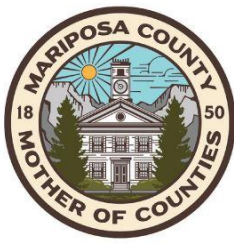
Name of law enforcement agency involved: _____
Title of officer of law enforcement agency: _____

☐ **LICENSE/PERMIT DETERMINATION**

License or Permit applied for: _____
Number of license or permit applicants: _____
Name of applicant(s): _____

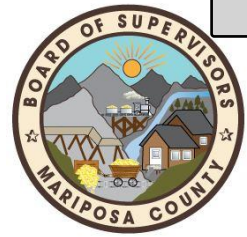
Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD



MARIPOSA COUNTY

Clerk of the Board of Supervisors • (209) 966-3222



L.1

ORDINANCE 2021-1168

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: District Reapportionment Ordinance

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and Adopt an Ordinance Titled "2021 District Reapportionment", Which Will Rescind and Replace Title 1.16 of Mariposa County Ordinance Code Regarding Supervisorial Districts Boundaries.

Utilizing the 2020 US Census Data contained within the California State Redistricting Database, and after completion of a six month long reapportionment process which included two public hearings to consider draft maps, the Board approved a new map of supervisorial districts at its November 9, 2021 meeting. This ordinance will codify the changes in district boundaries represented on that adopted map.

Additionally, it should be noted that this ordinance transitions the descriptions away from the traditional metes and bounds descriptions, which are time-intensive to produce, to census block references which are easily extracted from the GIS software. This description method is already being utilized in a number of other California counties including Contra Costa, San Joaquin, and Riverside and has been approved for local use by County Counsel. The change significantly reduces the time to produce the final ordinance and, ultimately, the expense of the reapportionment process.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board began the reapportionment process on May 8, 2021, when it established the methodology by which the process would be managed. That was followed by a Board item on May 11, 2021, when the Board scheduled five public hearings, including a special Saturday meeting and one evening meeting, to receive public input.

Public hearings were held on June 8, 2021, July 17, 2021, September 14, 2021, November 1, 2021, and November 2, 2021, with draft maps considered during the November 1st and 2nd public hearings. In consideration of public input, the Board modified the option two map at the conclusion of the November 2, 2021, public hearing.

The modified option two map returned to the Board as option five on November 9, 2021, when it was approved by Resolution 2021-620.

The Ordinance was introduced on November 23, 2021.

Prior to the current process, reapportionment last occurred in 2011.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

First Reading: No modifications can be made to the approved map outside of the reapportionment process. If the Board does not introduce the ordinance, there is risk that the process will not be completed by the mandated deadline of December 15, 2021, in which case, the County will be required to petition the Superior Court to decide the boundaries.

Second Reading: No modifications can be made, and the Board can only choose to adopt the ordinance or not. Similar to the First Reading, if the Board does not adopt the ordinance, the process will cease. If reapportionment is not completed by the mandated deadline of December 15, 2021, the County is to petition the Superior Court within five days of that date for an order adopting supervisorial district boundaries.

ATTACHMENTS:

Final Ordinance (PDF)

Ordinance Map Graphic (PDF)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY ORDINANCE NO.

2021 DISTRICT REAPPORTIONMENT

WHEREAS the reapportionment process was automatically triggered by the completion of the decennial United States Census in 2020; and

WHEREAS the process to consider supervisorial districts was initiated by the Board of Supervisors as required by Elections Code Section 21500 et seq. in May, 2020; and

WHEREAS extensive enhanced public engagement was conducted to elicit feedback regarding communities of interest; and

WHEREAS consideration of the 2020 Census data, public input, and reapportionment criteria found that adjustments to supervisorial district boundaries were necessary; and

WHEREAS the Board of Supervisors conducted five public hearings to gather and receive input, including two public hearings which considered draft map options; and

WHEREAS after careful consideration of map options, census data, boundary criteria, and public input, including that received during the two public hearings specific to draft maps, the Board of Supervisors developed a final draft map to represent the supervisorial boundaries until the next reapportionment process; and

WHEREAS the final map was adopted by the Mariposa County Board of Supervisors on November 9, 2021, with Resolution 2021-620; and

WHEREAS this amendment will rescind and replace Title 1.16 of Mariposa County Code with updated supervisorial district boundaries.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, a political subdivision of the State of California, does ordain as follows:

SECTION I: Title 1.16 of the Mariposa County Ordinance Code is hereby rescinded in its entirety, including the rescission of Ordinance numbers 416, 568, 813, 992, and 1085.

SECTION II: Title 1.16 of the Mariposa County Code is hereby created to read as follows:

Title 1.16
Supervisorial Districts

1.16.010 Generally.

The purpose of this article is to establish the boundaries of the Supervisorial Districts for the County of Mariposa as shown on the map adopted by the Board of Supervisors on November 9,

2021, by resolution 2021-620, utilizing US Census data, and pursuant to the requirements of Section 21500 et seq. of the California Elections Code.

1.16.020 Use of Census Blocks.

The supervisorial districts are described by reference to the census blocks used in the 2020 federal decennial census as established by the United States Census Bureau and extracted from the California State Redistricting Commission database, as required by Elections Code Section 21500(a)(2), the exterior boundaries of which are the boundaries of each supervisorial district.

1.16.020 District I.

Supervisorial District I shall be that portion of Mariposa County, State of California, that is comprised of the following census blocks:

2073, 2061, 1040, 2040, 2011, 2034, 2023, 1050, 1107, 1103, 1117, 1031, 1078, 1006, 1003, 1005, 1007, 1046, 1000, 1048, 1064, 1043, 1020, 1075, 1052, 1071, 1106, 2015, 1073, 3000, 2002, 1065, 3003, 1077, 1061, 1062, 2102, 1065, 2063, 2064, 2062, 2047, 2046, 2038, 2036, 1083, 2074, 2000, 1096, 1033, 1070, 1052, 1021, 1089, 1030, 2093, 2072, 2087, 2090, 1084, 1079, 1082, 2032, 2048, 2103, 2035, 1038, 1072, 2030, 2029, 1045, 1036, 1024, 1008, 1127, 1057, 1024, 1047, 1067, 1129, 1120, 1123, 2069, 2081, 2076, 2019, 2000, 2037, 2039, 2084, 1128, 1081, 1139, 1137, 2100, 2075, 2085, 1000, 1009, 2022, 1125, 1019, 1017, 2014, 1110, 1033, 2017, 2003, 2020, 2101, 2092, 2025, 2023, 2026, 2088, 1039, 2082, 2049, 1035, 2067, 1075, 2021, 2010, 2019, 2018, 2094, 2089, 2056, 2051, 2053, 2024, 1017, 1050, 1049, 1051, 1020, 1011, 1054, 1143, 2042, 1108, 1058, 1060, 2029, 3141, 1026, 1045, 1044, 2030, 2066, 2031, 1079, 1076, 1064, 1074, 2065, 2028, 2027, 2043, 2050, 2033, 1008, 1053, 1007, 1071, 1073, 1053, 2086, 2083, 1114, 1001, 1113, 1014, 1111, 1141, 1132, 1122, 1012, 1016, 1013, 1015, 1095, 1136, 1100, 1138, 1035, 1091, 1102, 1134, 1097, 1131, 1130, 1135, 1098, 1023, 1077, 1085, 1023, 1101, 1083, 1086, 1094, 1090, 1076, 1066, 1019, 1055, 1062, 1068, 1057, 1069, 1092, 1048, 1031, 1003, 1121, 1116, 1002, 1112, 1119, 1011, 1142, 1022, 1039, 1029, 1078, 1010, 1032, 1088, 1093, 1021, 1126, 1018, 1009, 1115, 1004, 2079, 2080, 1001, 2018, 2024, 2022, 2008, 2096, 2006, 2027, 2095, 2032, 2033, 2097, 2099, 1109, 1104, 1014, 1105, 1118, 1016, 1025, 1008, 1001, 1027, 1041, 1042, 1028, 1038, 2012, 2013, 2008, 2009, 1034, 2005, 1006, 1005, 2077, 1025, 1030, 1087, 1069, 1066, 1010, 2070, 2068, 2071, 2058, 2060, 2054, 2057, 1085, 1056, 1026, 1044, 1037, 1004, 1009, 1036, 1082, 1022, 2055, 2044, 2052, 2059, 1037, 2021, 2041, 2020, 1068, 1043, 3142, 2031, 1019, 1063, 1007, 2010, 2028, 2034, 2002, 1004, 2025, 1010, 2026, 1021, 1055, 2045, 1024, 2009, 2091, 2016, 2098, 1002, 1063, 2078, 1080, 1088, 1099, 1059, 1047, 1046, 1012, 1017, 1034, 1080, 1006, 1005, 1089, 1081, 1018, 2005, 2017, 2007, 1084, 1067, 1087, 2016, 2003, 2006, 1140, 1058, 1061, 1013, 1060, 1124, 1018, 1086, 2001, 1027, 1040, 1029, 2004, 1070, 1054, 1015, 1032, 1051, 1028, 1042, 1133, 1072, 1049, 1041, 1022, 1074, 1056, 2011, 2004, 1020, 1023, 1000, 1059, 1003, 2001, 2007, 2015

1.16.030 District II.

Supervisorial District II shall be that portion of Mariposa County, State of California, that is comprised of the following census blocks:

3031, 2005, 2003, 3019, 3021, 2066, 3028, 1013, 1019, 1002, 1011, 1015, 1014, 2046, 1028, 2047, 1110, 1107, 1108, 1109, 1024, 1006, 2013, 2015, 2007, 2021, 3049, 2085, 2024, 2023,

3152, 3054, 3034, 2025, 2001, 3041, 2000, 3038, 3037, 3156, 3070, 3077, 1032, 1056, 1055, 1036, 1026, 1030, 1057, 1059, 1058, 1071, 1041, 1022, 1067, 2006, 2009, 3040, 3047, 3048, 2011, 2019, 2018, 2016, 3039, 3042, 2012, 2002, 2084, 2083, 2082, 3023, 3154, 3058, 3060, 3030, 3035, 3036, 3051, 3052, 3056, 3151, 3053, 3046, 3062, 3029, 2004, 3147, 2038, 2027, 2049, 3082, 3155, 3043, 2052, 3044, 3018, 1077, 1048, 1039, 1070, 1103, 1079, 1101, 1080, 1040, 1073, 1081, 1044, 1065, 1062, 1085, 1009, 1027, 1089, 1021, 1020, 2069, 3124, 3119, 3127, 3100, 3099, 1012, 1029, 1008, 1004, 1003, 2042, 3083, 3085, 1054, 2061, 1047, 1046, 2057, 3153, 3071, 2078, 2076, 3069, 3078, 3068, 3111, 3090, 3118, 3112, 3086, 3104, 3105, 3117, 3114, 3121, 2058, 2059, 3129, 2060, 2055, 3113, 3101, 2063, 3072, 3123, 3061, 3128, 3122, 3107, 3108, 3066, 3065, 3075, 3067, 3084, 3150, 3149, 2026, 2030, 2029, 2031, 2028, 2033, 2032, 2035, 3120, 1023, 2014, 3076, 2075, 3022, 3087, 3032, 3110, 3006, 3004, 3005, 2081, 1063, 1053, 2045, 3045, 2043, 3079, 2022, 3125, 2086, 2037, 2036, 3080, 2040, 2053, 2077, 2054, 2048, 2070, 2071, 1093, 2056, 2072, 2068, 2080, 2067, 3073, 3050, 2051, 3116, 3059, 3106, 2079, 2074, 3013, 3057, 3064, 3063, 2010, 1097, 4016, 4034, 4061, 4012, 4019, 4065, 4066, 3089, 3010, 3097, 3131, 3136, 3144, 3143, 3145, 3133, 3138, 3130, 3015, 3095, 3096, 3016, 3102, 3137, 3012, 3135, 3139, 3008, 3094, 3092, 3020, 3017, 3014, 3011, 3002, 4011, 3000, 3003, 3001, 3007, 3146, 1045, 3134, 1050, 1034, 1051, 1052, 2044, 1031, 3081, 3126, 3109, 3098, 3148, 3009, 3025, 3033, 4067, 4015, 4005, 2008, 2065, 4033, 4017, 1090, 4014, 4000, 3103, 2050, 3132, 2062, 3093, 2041, 3088, 4036, 1104, 1087, 1088, 2034, 2073, 1005, 2039, 1001, 1010, 1018, 1033, 1111, 1037, 1068, 1069, 1049, 1066, 1038, 1091, 3115, 1042, 1060, 1064, 1072, 1102, 1007, 1106, 1084, 1099, 1017, 1078, 1043, 1075, 1074, 1000, 1094, 3074, 1016, 1035, 1025, 1076, 1092, 4018, 3091, 2064, 3024, 3026, 1082, 4059, 4058, 3140, 1095, 1096, 1083, 1086, 1105, 1061, 1098, 1100, 3027, 3055, 2017, 2020

1.16.040 District III.

Supervisory District III shall be that portion of Mariposa County, State of California, that is comprised of the following census blocks:

3009, 4050, 4048, 2035, 2036, 2074, 2034, 2007, 2009, 3026, 2014, 2019, 4008, 2059, 2041, 2026, 2024, 2027, 4001, 2052, 2060, 2066, 1023, 2008, 2082, 2051, 4063, 4043, 4027, 4068, 2077, 2078, 2063, 2062, 2042, 2050, 2058, 2020, 2030, 4047, 3010, 1009, 2015, 1005, 2033, 2037, 1012, 4003, 4031, 1007, 1022, 1001, 1000, 1002, 1010, 1011, 2053, 2072, 2028, 4060, 2056, 3024, 2008, 2016, 2018, 1017, 1021, 2064, 2055, 2044, 2083, 1018, 3011, 1004, 2012, 2017, 4051, 4052, 4053, 4026, 4025, 4013, 4023, 4056, 4021, 4055, 2005, 4028, 3012, 2045, 2046, 2032, 2071, 4054, 2065, 2023, 2022, 2061, 2068, 2079, 1020, 2031, 2076, 2069, 1016, 2080, 1008, 1015, 2010, 2004, 4057, 4045, 4004, 4006, 4007, 4030, 4029, 4039, 2049, 4038, 4049, 2025, 4010, 2000, 4002, 3025, 2019, 2016, 2011, 2057, 1013, 4022, 4009, 2040, 2081, 3007, 4024, 2018, 2038, 2017, 2067, 2048, 1003, 4042, 1014, 2021, 1019, 2029, 1024, 2054, 2070, 2073, 4041, 2075, 4044, 2001, 2006, 2013, 2002, 2015, 4020, 4040, 4035, 4032, 4037, 4064, 4046, 2039, 2025, 2043, 2047, 2013, 3013, 1006

1.16.050 District IV.

Supervisory District IV shall be that portion of Mariposa County, State of California, that is comprised of the following census blocks:

3008, 3016, 2006, 2007, 3003, 3001, 3006, 3021, 2005, 1012, 3009, 3016, 3017, 2002, 2010, 3022, 2037, 2018, 3000, 1014, 3014, 1011, 2031, 2010, 3015, 3013, 3004, 3007, 3008, 3020,

3018, 3020, 3025, 3032, 3035, 3023, 3033, 3034, 3036, 3030, 2045, 3003, 2016, 1014, 2023, 4062, 1025, 2003, 1015, 3015, 3022, 3014, 2039, 2037, 2038, 3021, 2028, 3018, 2044, 2042, 2043, 3019, 2024, 2026, 2046, 2029, 2022, 2027, 3019, 2003, 1010, 1007, 1015, 2041, 3001, 3005, 1013, 1002, 2012, 2004, 2009, 2011, 1012, 3005, 3000, 3004, 1016, 3002, 2020, 2040, 2014, 3006, 3012, 1013, 1011, 2021, 3010, 3011, 3017, 3002, 2001, 2000, 2009

1.16.060 District V.

Supervisory District V shall be that portion of Mariposa County, State of California, that is comprised of the following census blocks:

2025, 2013, 3013, 2011, 2031, 2020, 3005, 3004, 2004, 3012, 2029, 3006, 2026, 2034, 2027, 2032, 2033, 2028, 2012, 2008, 2003, 2017, 2007, 2001, 2006, 2000, 2021, 2024, 3023, 2013, 2019, 2015, 2030, 2035, 1016, 2023, 2022, 3008, 2084, 3011, 2014, 2002, 2005, 1005, 3007, 1002, 1008, 2012, 3010, 3009, 2036, 3024, 1000, 1009, 2014, 1006, 1003, 1004, 1001, 3002, 3001

SECTION III: This Ordinance shall become effective thirty (30) days after final passage pursuant to Government Code §25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 7th day of December, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

MARSHALL LONG, Chair
Mariposa County Board of Supervisors

ATTEST:

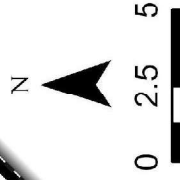
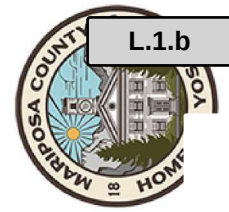
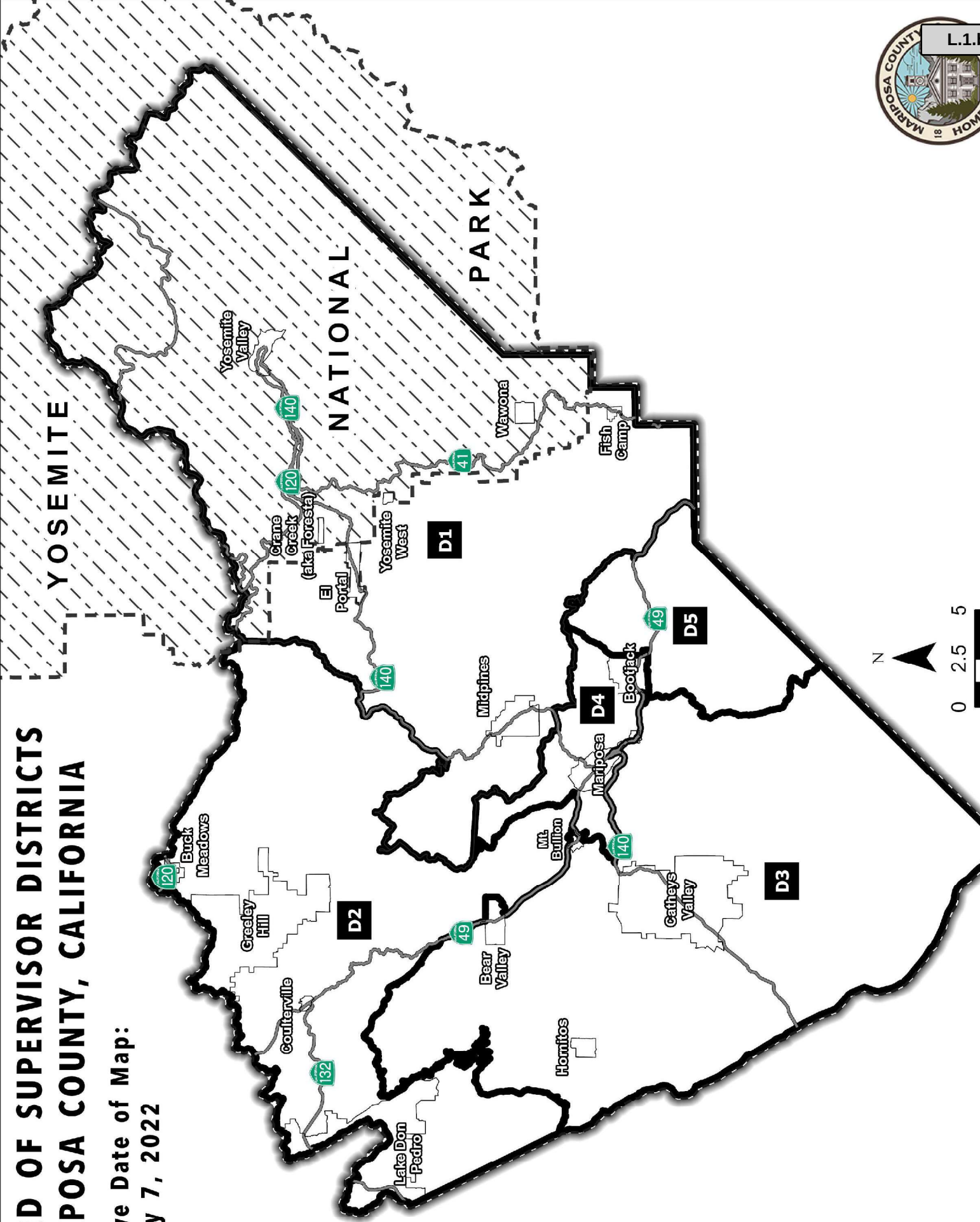
APPROVED AS TO FORM:

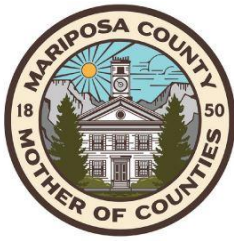
RENÉ LaROCHE
Clerk of the Board

STEVEN W. DAHLEM
County Counsel

BOARD OF SUPERVISOR DISTRICTS MARIPOSA COUNTY, CALIFORNIA

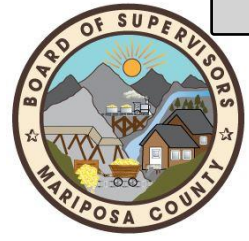
Effective Date of Map:
January 7, 2022





MARIPOSA COUNTY

Planning • 209-966-5151



L.2

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Update Regarding Merced River Trail Community Working Group

Receive Update Regarding the Merced River Trail Community Working Group; Possible Discussion and Direction.

This item is scheduled in response to a request made by the Board of Supervisors at their meeting on April 20, 2021.

BACKGROUND AND HISTORY:

April 20, 2021 - The Board considered a request to amend membership on the Merced River Trail Community Working Group. The Board considered input from a working group member. The Board did not take the requested action and requested that staff provide additional information.

ALTERNATIVES:

The Board could provide direction to staff regarding this working group.

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ATTACHMENTS:

211105 Board Update Memo (PDF)
Merced-River-Trail-Community-Working-Group (PDF)
210420 BOS Minutes Excerpt (PDF)

RESULT: INFORMATION RECEIVED

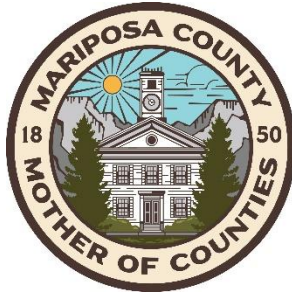
Mariposa County

SARAH WILLIAMS

Planning Director

Mikey Goralnik

Community Design and
Development Planner



5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
swilliams@mariposacounty.org
mgoralnik@mariposacounty.org
www.mariposacounty.org

MEMORANDUM

Date: 12/07/2021
To: Mariposa County Board of Supervisors
From: Mikey Goralnik, Community Design and Development Planner
Sarah Williams, Planning Director
Topic: Update on Merced River Trail Vision Plan Development

This memorandum is in response to a request made by the Board of Supervisors on April 20, 2021 for an update on the development of the Merced River Trail Vision Plan. This summary is specific to the vision plan development process, and does not include a summary of parallel and related implementation activities, such as the partnership with EPA involving the Miller Gulch site.

Background

- On April 11, 2018, the Planning Department sought direction from the Mariposa County Board of Supervisors on a preliminary strategy for informally engaging with local and agency partners on the Merced River Trail concept.
- On May 5, 2018, staff hosted an informal meeting of approximately 15 members—including community stakeholders and staff from BLM, USFS, and NPS—to help catalyze the wider vision planning effort.
- In October 2018, the Planning Department was awarded technical assistance from the NPS Rivers, Trails, and Conservation Assistance program (RTCA) to support increased engagement with the project's federal partners. This assistance has been renewed annually since 2018.
- In summer 2019, the Board of Supervisors authorized the establishment of the Merced River Trail Community Working Group (CWG) to function as a formal community sounding board for and driver of the county-led planning effort. Their by-laws are included here as Attachment I.

Among the CWG's primary roles in the Vision Planning process have been to:

- 1) work with staff to program and implement the Community Speaker + Engagement Series, and
- 2) develop draft content for the community to engage with and react to through the series and other milestones.

The input collected through this process—CWG sharing draft materials with members of the general public, who provide insights that the CWG uses to revise visioning outcomes—has been consistent throughout the milestones described below.

By many measures, participation in the committee has been extraordinary. For example, the CWG is only one of two planning advisory committee for which there are more applicants than open seats. And unlike other PACs, which understandably went on hiatuses at the outset of the pandemic, the group has met consistently throughout the pandemic, with the only cancellations being April and May 2020.

However, in April it was brought to the Board's attention that there were isolated incidents of non-participation. The Planning Department has reached out to non-participating members, who, as of the drafting of this memo, have indicated a willingness to make a more concerted effort to participate in the CWG.

It was mentioned during the April 2021 Board discussion that the group had no bylaws. This is not entirely accurate, as the formative resolution contained the group's initial regulations for topics such as members, term and manner of appointment, participation, selection and duty of officers, meetings and quorum, and administration and support. However, at the suggestion of the Clerk of the Board, these initial regulations are being updated to match the draft county policy regarding public meetings.

Vision Planning Milestones

Broadly, the Merced River Trail Vision Plan will express community priorities and aspirations for the Merced River Trail. These include a shared vision statement, goals, and recommended project actions to implement for achieving the community's preferences.

Each of these milestones—the vision statement, goals, and recommended project actions—are the product of an engagement program conceived and implemented by the Merced River Trail Community Working Group, in partnership with Planning Department staff. The final Vision Plan will describe the engagement process, summarize the outcomes of these visioning activities, show how the CWG integrated varying perspectives into the final vision, and provide an action plan for the County and its partners to pursue to implement the trail so that it aligns with the community's vision for it.

- On February 20, 2020, the first Community Speaker + Engagement series event took place in El Portal. The CWG sought input on the project's vision statement.
- On March 12, 2020, the CWG adopted the revised vision statement, which articulates the project's highest aspirations. The adopted vision statement is:

The Merced River Trail will manifest our community's appreciation of our county's ecological, scenic, and cultural resources along the Wild and Scenic Merced River. It will address the growing needs for education, access to recreation, and regional economic development with the imperative for conserving the canyon's many remarkable resources. The trail will serve as a central connective component of an existing and future network of trails.

- On October 15, 2020, the CWG voted to develop an online survey to collect feedback on 11 draft goals.
- On December 14, 2020, the second Community Speaker + Engagement Series event took place online. At this event, the CWG and staff opened an online survey on the project's draft goals, which would remain open for two months.

- On January 7, 2021, an online open house occurred to hear feedback and input from the communities of Incline, El Portal, and Foresta on the project. At this open house, residents from these communities expressed concerns about the project's potential impact on these areas, including:
 - Lack of the necessary infrastructure (parking, restrooms, maintenance capacity, other services) to provide trailhead services in these communities
 - Safety concerns in residential area - related to increased visitation and vehicular traffic
 - Concerns for changes in community's character

These and similar concerns had previously been raised by El Portal community members on the CWG, and were subsequently collected in the survey results.

- On February 28, 2021, the online survey for project goals was closed with 252 responses. A CWG subcommittee began synthesizing the insights from the survey and revising the draft project goals in response.
- On March 29, 2021, the third Community Speaker + Engagement Series took place online. This event concluded with a community open house on the project.
- On June 16, 2021, the CWG and county staff hosted an in-person open house in Midpines to discuss the adopted project goals. Based on the input received from the online survey and at the spring open houses, the initial list of 11 draft goals was revised to 8 adopted goals. This revision entailed rewording or combining several draft goals, eliminating two draft goals found to be unpopular, and drafted two new goals in response to comments and suggestions from the community.
- On August 19, 2021, the CWG voted to develop an online survey to collect community input on 28 draft project actions.
- On September 9, 2021, the CWG and county staff released a survey on draft project actions. It is anticipated that the survey will remain active until around Thanksgiving, at which point the CWG subcommittee will synthesize the results and revise the project actions based on the survey's input. The survey currently has 110 responses.

The recommended actions will be steps that the county and its partners can take to reach the goals identified at the previous milestone. Several of these actions are expected to relate to potential trail alignments, many of which have been discussed through the trail visioning process. Of note, the visioning process will not result in recommending a single, ultimate route for the Merced River Trail. Rather, the Vision Plan will present several route options that have been explored throughout this process, communicate the reactions that stakeholders and the CWG have had to these alternatives, identify their comparative strengths and weaknesses, and recommend steps to take for more robust and technical analysis of the route options in the future.

Next Steps

Once community input on project actions has been synthesized, the subcommittee will make recommendations for revised project actions to the entire CWG. The whole membership will discuss these recommendations until they are prepared to vote to adopt a suite of project actions. These will be incorporated into the Merced River Trail Vision Plan, which will be reviewed frequently by the CWG prior to going to the Board of Supervisors for consideration, likely in the second quarter of 2022.

MERCED RIVER TRAIL COMMUNITY WORKING GROUP

		Appointed	Expires
Jessica Thompson	Sierra Foothill Conservancy	9-10-19	7-31-24
Tony McDaniel	Trail advocate and outdoor recreation enthusiast	9-22-20	7-31-22
Nick Ross-Rhudy	National Park Service	9-10-19	7-31-23
Art Baggett	Trail advocate and outdoor recreation enthusiast	9-10-19	7-31-23
Michael Martin	Trail advocate and outdoor recreation enthusiast	7-21-20	7-31-22
Wendy Brown	Trail advocate and outdoor recreation enthusiast	9-10-19	7-31-22
Ralph Mendershausen	Trail advocate and outdoor recreation enthusiast	9-10-19	7-31-22
Dean Bernacchi	Trail advocate and outdoor recreation enthusiast	7-21-20	7-31-22
Jeff Gabe	Trail advocate and outdoor recreation enthusiast	9-24-19	7-31-22
Ben Goger	(1) Ex-Officio (non-voting) member from the BOS and County Staff	01-28-20	
Rosemarie Smallcombe	(2) Ex-Officio (non-voting) member from the BOS and County Staff	9-24-19	

AUTHORITY: Resolution 19-405

MEMBERSHIP: Should be selected from or represent the following groups in Mariposa County: Bureau of Land Management, Yosemite National Park, US Forest Service, Merced Irrigation District, Upper Merced River Watershed Council, Sierra Foothill Conservancy, Creative Placemaking Strategy Advisory Committee, Historic Sites & Records Preservation Commission; (the committee may call upon representative of other organizations and the general public as resources on certain topics related Merced River Trail, including trail advocates and outdoor recreation enthusiasts); and Two (2) Ex-Officio (non-voting) members from the Board of Supervisors and county staff as appropriate.

TERM: Appointments shall be made by the Board of Supervisors based on the joint recommendation of the Planning Director or designee.
Initial appointments shall be as follows:

- Four (4) members: three (3) year term;
- Three (3) members: four (4) year term;
- Two (2) members: five (5) year term

After initial appointments, all terms will be for three (3) year periods. All terms shall expire upon the last day of July of the appropriate year (July 31st).

PURPOSE: Formulate, design, implement and participate in a public stakeholder engagement program to ensure appropriate participation by the development of the Merced River Trail Master Plan;
Provide technical expertise in topic areas germane to the Merced River Trail Master Plan, including but not limited to: the trail's regulatory context; trail construction and maintenance; existing trail conditions; right of way acquisition; environmental conservation, including wildlife habitat and water quality issues; public health advocacy and promotion; cultural interpretation and conservation; community design and aesthetics; and trail programming;
Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to (1) identify and negotiate significant coordinative and logistical hurdles in achieving the trail; (2) recommend projects, programs, and policies needed to efficiently implement the community's vision for the trail; and (3) ultimately realize the recommendations contained in the Merced River Trail Master Plan;
Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Merced River Trail Master Plan.

DEPARTMENT: Planning

Approve an Agreement with BSK Associates Services for Material Testing of the Darrah Rd Bridge Project in an Amount Not to Exceed \$25,695.38; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA22. Public Works RES-2021-212

Increase Extra Help Hours from 999 to 1,200 for One (1) Extra Help Employee Assigned to the Solid Waste Division Within the Public Works Department

CA23. Public Works 2021-46

Accept the Resignation of Kent Lentz from the Airport Advisory Committee; Reappoint Joe Coho, Pat Skogen, Robin Binder, Rick Leinheuser, and Ruth Sellers to the Airport Advisory Committee with a Terms Expiring January 6, 2025

CA24. Public Works RES-2021-213

Approve Encroachment Fee Waiver of \$140.00 for the Annual 4-H Citizenship Bike-A-Thon

CA25. Public Works RES-2021-214

Waive the Encroachment Permit Fee for the Mariposa Downtown Farmers Market for the Year 2021 Pending Health Officer Authorization to Hold This Activity

CA26. Public Works RES-2021-215

Approve a Budget Action Within the Public Works Department Budget to Fund the Completion of the Indian Gulch Temporary Bridge (\$152,000) 4/5ths Vote Required

CA27. Treasurer-Tax Collector-County Clerk RES-2021-216

Authorize the Annual Authority of the Treasurer to Invest and Reinvest Funds of the County and Funds of the Other Depositors Pursuant to Government Code Sections 27000.1 and 53607; Approve the Investment Policy and Guidelines for the County of Mariposa Pursuant to Government Code Section 53646(A) (1); and Authorize the Board of Supervisors Chair to Sign the Investment Policy and Guidelines

E. Items Considered Separately

CA20. Planning (ID # 11603)

Adopt a Resolution to Increase the Number of Voting Members on the Merced River Trail Community Working Group (MRT CWG) from Nine (9) to Eleven (11); and Modify Term Expiration Dates to be Consistent with Existing Planning Department Practices

In response to Supervisor Menetrey's inquiry, Sarah Williams/Planning Director explained that the membership increase was being requested with the hope of building community consensus for the project. Supervisor Menetrey and Ms. Williams discussed the committee's history including changes that have occurred to membership numbers and makeup, and the lack of diversity displayed by the

committee roster. Supervisors Forsythe and Long noted the need for diversity and bylaws. Supervisor Menetrey requested an update from the committee. During public comment, Wendy Brown/committee member spoke in opposition to the proposed action.

The Board took no action pending an update from the committee and more information regarding non-participation by existing members.

RESULT: NO ACTION TAKEN

F. Board Recognitions

1. HHS/Community Services 2021-47

Proclaim April 18-24, 2021 as "Volunteer Week"

Shannon Gadd/Health and Human Services Agency Director introduced Lydia Arre/Program Manager who gave the staff report. No public input. The Board extended thanks to the many volunteers in the community.

Chair Long presented the proclamation to Ms. Gadd and Ms. Arre.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. District Attorney/Victim Witness 2021-48

Proclaim April 18Th - 24Th, 2021, as "Crime Victims' Rights Week"

Walter Wall/District Attorney noted the confusion and pain that victims of crime suffer during the court process. Jessica Mimnaugh/Victim Witness Advocate who introduced her staff then gave a PowerPoint presentation. Board discussion ensued with thanks extended to staff. During public comment, Shannon Gadd, Pete Judy/Chief Probation Officer, and Jeremy Brieese/Sheriff - Coroner - Public Administrator spoke in support of the recognition.

Chair Long presented the Proclamation to Ms. Mimnaugh and the Victim Witness staff.

RESULT: ADOPTED [UNANIMOUS]

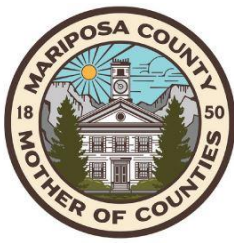
MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

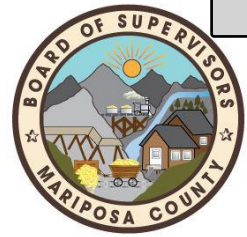
G. Departmental Presentation

Kristina Allen/Deputy Director of Public Health advised of a recent small surge of COVID-19 cases associated with church services in Madera County which has required quarantining over 200 people. Dr. Allen also extended thanks to the School District for their fast action in contacting 172 people in about three hours. She also noted that the County has received some new rules for tier movement for small counties and advised that we must have fewer than 7 cases per week for three weeks, and be within 5% of the state's vaccination rate, to move into the yellow tier. Dr. Allen



MARIPOSA COUNTY

Planning · 209-966-5151



L.3

RESOLUTION - ACTION REQUESTED 2021-661

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Merced River Trail Community Working Group Bylaw Update

RECOMMENDATION AND JUSTIFICATION:

Resolution Updating the Merced River Trail Community Working Group Bylaws.

The Merced River Trail Community Working Group (CWG) is essential to the current Merced River Trail vision planning effort. The CWG serves as a guide to and promoter of the project's community engagement approach, and their meetings provide an arena for public discussion and contribution to the Vision Plan. Additionally, as the project gets nearer to the document production phase, the CWG and its members will be tasked with aiding in the production of content for the Merced River Trail Master Plan.

When the group was initially established in 2019, the formative resolution contained the group's initial bylaws. These bylaws are being updated to match the draft policy regarding public meetings. They were presented to the CWG at the 11/18/2021 meeting, where they were unanimously endorsed for adoption.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On July 9, 2019, the Board adopted RES-2019-40, which established the Merced River Trail Community Working Group. This resolution contained the first iteration of the group's bylaws.

On September 10, 2019, the Board adopted RES-2019-84, which appointed the first slate of Community Working Group members. Since then, the Board has taken several actions to recognize the service of and appoint new members to the Community Working Group.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action could cause the CWG to be in conflict with state and local public meeting requirements and policies.

ATTACHMENTS:

Merced River Trail by-laws (PDF)

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Merced River Trail Community Working Group

DRAFT By-Laws: Revised 11/18/21

1. Purpose and Functions

The purpose and functions of the Merced River Trail Community Working Group (MRTCWG) shall be as follows:

- a. Formulate, design, implement and participate in a public stakeholder engagement program to ensure appropriate participation in the development of the Merced River Trail Master Plan; and
- b. Provide technical expertise in topic areas germane to the Merced River Trail Master Plan, including but not limited to: the trail's regulatory context; trail construction and maintenance; existing trail conditions; right of way acquisition; environmental conservation, including wildlife habitat and water quality issues; public health advocacy and promotion; cultural interpretation and conservation; community design and aesthetics; and trail programming; and
- c. Support the work of staff and consultants in the conduct of fact finding and data gathering necessary to identify and negotiate significant coordinative and logistical hurdles in achieving the trail; recommend projects, programs, and policies needed to efficiently implement the community's vision for the trail; and ultimately realize the recommendations contained in the Merced River Trail Master Plan; and
- d. Provide periodic assessment, evaluation of, and feedback to the Board of Supervisors regarding the success of the Merced River Trail Master Plan.

The MRTCWG is a non-partisan, non-sectarian, non-profit making organization which shall not take part officially in, nor does it lend its influence to, any political causes or issues.

2. Membership

The Merced River Trail Community Working Group shall be established with nine (9) voting members as follows:

Merced River Trail Community Working Group
DRAFT By-Laws: Revised 11/18/21

- a. Representatives shall be selected from or represent the following groups in Mariposa County:
 - Bureau of Land Management
 - Yosemite National Park
 - US Forest Service
 - Merced Irrigation District
 - Upper Merced River Watershed Council
 - Sierra Foothill Conservancy
 - Creative Placemaking Strategy Advisory Committee
 - Historic Sites & Records Preservation Commission
 - Representatives of other organizations and the general public, including trail advocates and outdoor recreation enthusiasts
- b. Two (2) Ex-Officio (non-voting) members from the Board of Supervisors, Planning Commission and/or county staff as appropriate.

Each voting member has one vote and no proxy.

3. Term and Manner of Appointment

Appointments to the Merced River Trail Community Working Group shall be made by the Board of Supervisors based on the recommendation of the Planning Director or designee.

Initial appointment of Committee members shall be as follows:

Four (4) members: three (3) year term

Three (3) members: four (4) year term

Two (2) members: five (5) year term

After the initial appointments, all terms will be for three (3) year periods.

The Board of Supervisors may remove at any time and without cause any member of the Merced River Trail Community Working Group. All terms shall expire upon the last day of February of the appropriate year.

Merced River Trail Community Working Group
DRAFT By-Laws: Revised 11/18/21

4. Participation By Member Required, Vacancy

If a member of the MRTCWG is absent without cause from three successive regular meetings of the Advisory Board, the office becomes vacant automatically. The advisory committee shall immediately notify the Board of Supervisors of the vacancy so that advertising and recruitment of a replacement can commence.

The Board of Supervisors shall fill any vacancy in the Merced River Trail Community Working Group membership for the unexpired term.

5. Selection of Officers

At its first meeting, the Merced River Trail Community Working Group shall elect a Chair, Vice - Chair, and Secretary to serve a term of one (1) year or until the successor of each is appointed and qualified.

6. Duties of Officers

The chair shall preside at all meetings of the Merced River Trail Community Working Group and shall perform all of the duties necessary or incidental to the office, including approval of the agenda topics for the meeting. The vice-chair is chair in the absence or inability of the chair to act. The secretary shall maintain notes and prepare minutes for the approval of the Merced River Trail Community Working Group.

7. Meetings and Quorum

The Merced River Trail Community Working Group shall hold its first meeting at the call of the Planning Director or designee. The Merced River Trail Community Working Group shall establish a meeting schedule as appropriate to accomplish its purpose.

All meetings, meeting notices, and meeting actions must be in compliance with the Ralph M. Brown Act and all other laws and policies. Notice of all meetings shall be posted on the County's agenda management system, at the meeting location, and other applicable publicly accessible places, no less than 72 hours

Merced River Trail Community Working Group
DRAFT By-Laws: Revised 11/18/21

prior to each regular meeting, or 24 hours prior to each special meeting. Additionally, each notice shall be mailed upon request.

Meetings may only occur when a quorum of committee members is present. A quorum, unless otherwise defined by the establishing authority, is a majority of the members, normally calculated as half the membership plus one. If a quorum is not present within ten minutes of the advertised meeting start time, committee members are to exit the meeting place and disperse to avoid an accidental, unauthorized meeting.

Notice of Merced River Trail Community Working Group meetings shall be posted and published at the following locations:

- a. Mariposa County Website locations: Planning; and
- b. The meeting location.

Meetings that are not noticed correctly under the Ralph M. Brown Act, as noted above, may not occur and must be rescheduled to a future date. The Planning Director or designee may supplement required notification in any manner deemed appropriate for the content of the proposed agenda.

Meetings of the Merced River Trail Community Working Group shall be subject to the provisions of the California Open Meeting Law (Brown Act). All meetings of the advisory committee and any subcommittees shall be open to the public to the extent required by the Brown Act. Meetings are to be held in public places which are in compliance with the Americans with Disabilities Act.

Rosenberg's Rules of Order shall govern the operation of the committee in all cases not covered by these by-laws. The advisory committee may formulate specific procedural rules of governance when required by resolutions, ordinances, or laws.

8. Administration and Support

- a. County staff shall provide support to the Merced River Trail Community Working Group. The Planning Director or designee shall be the lead member of County staff responsible for supporting the Merced River Trail Community

Merced River Trail Community Working Group
DRAFT By-Laws: Revised 11/18/21

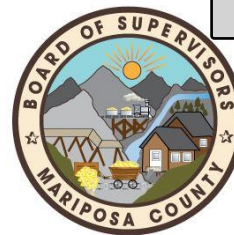
Working Group. The Planning Director or designee shall be empowered to call upon appropriate departments to provide information required to assist the Merced River Trail Community Working Group in carrying out its designated responsibilities.

- b. The Planning Director or designee shall be responsible for meeting notices, preparation and distribution of meeting support materials, and coordinating the meeting arrangements.
- c. In the event that the Merced River Trail Community Working Group does not appoint a secretary, the Planning Director or designee shall be responsible for audio recording the meetings, archival storage of electronic recordings, and preparation and publication of summary minutes for Merced River Trail Community Working Group approval.



MARIPOSA COUNTY

Planning · 209-966-5151



RESOLUTION - ACTION REQUESTED 2021-662

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Merced River Trail/Miller Gulch Right to Enter Update

RECOMMENDATION AND JUSTIFICATION:

Approve Agreement for Right of Entry and Hold Harmless with Hillary Lester from the Transition Mountain Properties Ownership Group to Conduct Environmental Assessments of Miller Gulch Property in Support of the Merced River Trail; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Mariposa County Planning Department has been awarded assistance through the Environmental Protection Agency's (EPA) Targeted Brownfield Assessment program to conduct a Phase I and Phase II environmental assessment of the property owned and currently for sale by Transition Mountain Properties, Inc., located at APN 006-010-024, APN 006-020-001 and APN 006-020-007. These parcels, also known as the Miller Gulch site, are essential for providing public access throughout the Merced River canyon along the historic Yosemite Valley Railroad route. This concept, known as the Merced River Trail, has been a community priority for some time and has recently received significant Board support.

The EPA program will provide technical services free of charge that would be part of a larger due diligence process which would be necessary should the county have the funding to acquire the parcels for the purposes of completing the trail. This agreement has been developed to grant access for county contractors (provided by the EPA) to the parcel for the purposes of conducting the Phase I and Phase II environmental assessments. It is a necessary step in implementing the EPA program, and advancing the Merced River Trail project.

In June 2020, each member of the Transition Mountain Properties ownership group signed this agreement. Since that time, Hillary Lester became a member of the ownership group, so the current item is for the Board to enter into an identical agreement with the new owner as the agreement the Board has entered into with the existing owners.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On June 23, 2020, the Board adopted RES-2020-358, which approved identical agreements with the members of the ownership group at that time.

The Board and LTC has taken a number of actions related to the Merced River Trail

and Miller Gulch property acquisition, including:

- Ratify Letter Requesting Support for the Merced River Trail: RES 2020-101
- Merced River Trail Right of Way Acquisition: LTC 2019-22
- Merced River Trail Implementation Funding: LTC 2019-3
- Merced River Trail Master Plan: LTC 2018-8

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action will result in the county not being able to participate in the EPA program.

FINANCIAL IMPACT:

None

ATTACHMENTS:

Vicinity Map - Miller Gulch Site (PDF)
Agreement (PDF)

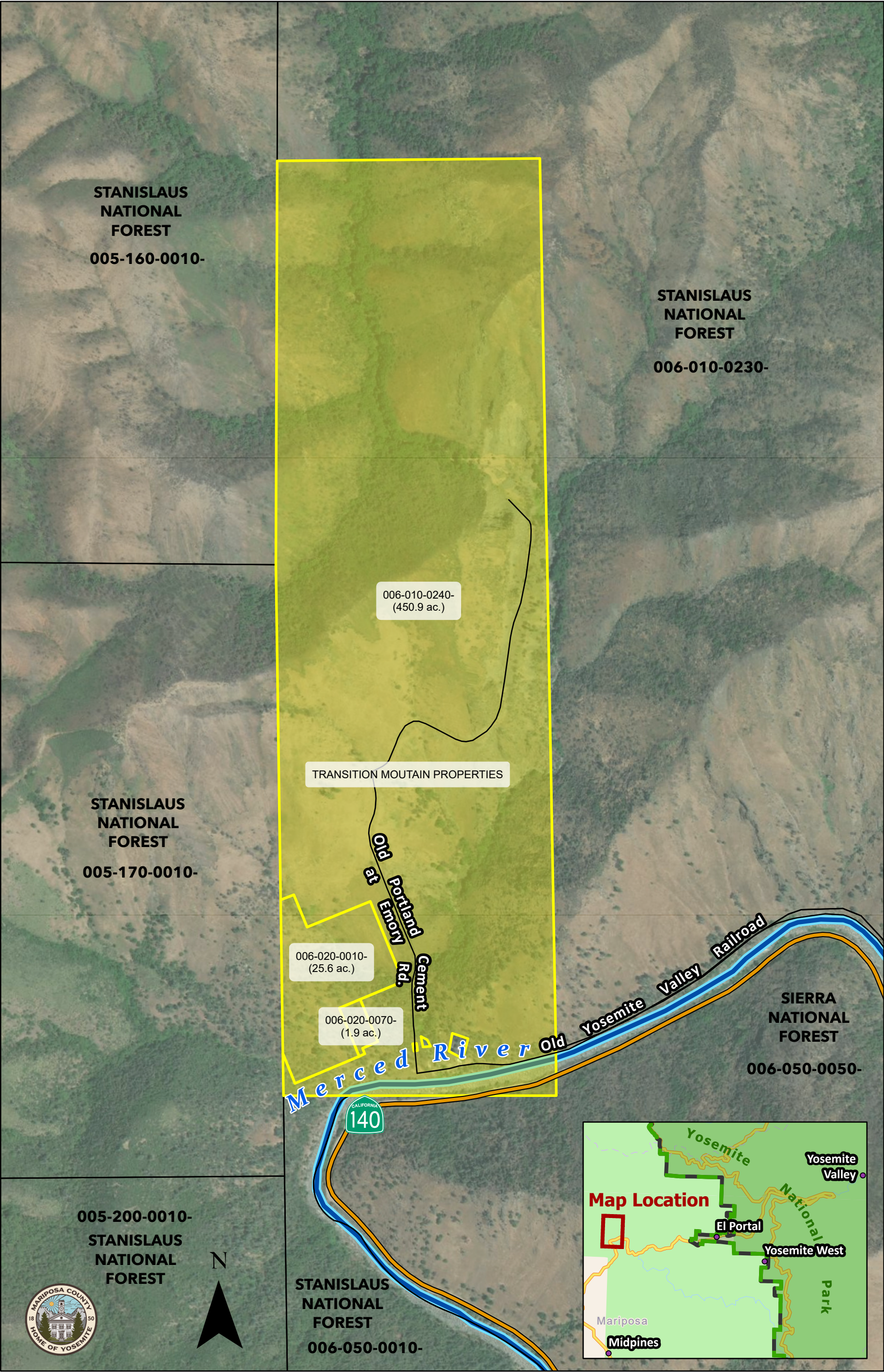
RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

Miller Gulch Site



Attachment: Vicinity Map - Miller Gulch Site (RES-2021-662 : Merced River Trail/Miller Gulch Right to Enter Update)

AGREEMENT FOR RIGHT OF ENTRY AND HOLD HARMLESS

THIS AGREEMENT ("Agreement") is made and entered into this 27 day of October, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County") and Transition Mountain, a partnership, ("Owner"), pursuant to the following terms and conditions.

Recitals

- A. WHEREAS, Owner has offered for sale certain real property located at 8871 Highway 140, Mariposa CA 95338 and identified as APN 006-010-0240, APN 006-020-001, and APN 006-020-007; and
- B. WHEREAS, County desires to inform itself of the condition of the property before considering any purchase of the property by conducting a Phase I and Phase II environmental assessment;
- C. WHEREAS, the parties desire to allow the County to enter the property for the purpose of conducting a Phase I and Phase II environmental assessment.

Now, therefore, the parties agree as follows:

RIGHT OF ENTRY

1. Owner, through its partners, grants to County the right to enter the property identified as APN 006-010-0240, APN 006-020-001, and APN 006-020-007 for the purpose of conducting a Phase I and Phase II environmental assessment, which may include engineering studies, topographic surveys, and environmental studies. Entry onto the property will be the minimum necessary to perform these surveys/studies. County personnel or its agents may need to enter at various times throughout the duration of the surveys/ studies.

RELEASE, WAIVER OF DAMAGES AND HOLD HARMLESS

2. Pursuant to the provisions of Government Code Section 53069, County shall indemnify and hold harmless Owner, its agents, employees, and lessees or sub lessees occupying the premises from and against all liability, cost, and expenses for loss of damage to property and for injuries to or death of any person (including, but not limited to, the property and employees of each party hereto) proximately caused by reason of the uses authorized by this right of entry, or from County's breach of the provisions hereof.
3. Owner, through its partners, shall indemnify, defend, release and hold harmless, County, its successors, assigns, employees, officers, supervisors, elected and appointed officials, agents, special districts and their representatives in connection with any liability, expense, damages, costs, response, remediation, removal, fines, interest, charges, penalties, claims, suits, administrative, civil, or criminal proceedings, actions, defense costs or attorneys' or experts' fees and costs (collectively "Claims"), arising directly or indirectly out of the entry on the property and preparation of the Phase I and II environmental assessment.

This indemnity, defense, release and hold harmless obligations include, without limitation, any claims alleging diminution in value of the property resulting from the preparation, presentation, or publication of the Phase I and Phase II environmental assessment. This indemnity, defense, release and hold harmless obligations include, without limitation, any claims resulting from pollution or environmental liability of any nature whatsoever including but not limited to any and all claims, expenses, damages, costs, response, remediation, removal, fines, interest, charges, penalties, lawsuits, administrative proceedings, actions, defense costs or attorneys' fees arising from or related to the threatened, actual or alleged disposal, discharge, dispersal, release or escape of any substance into or upon any person, thing or place including the land, soil, atmosphere, man-made structure and any above or below ground watercourse or body of water or under the Comprehensive Environmental Response, Compensation Liability Act 42 U.S.C. Section 9600, et seq. or the Carpenter Presley-Tanner Hazardous Substance Account Act, Health and Safety Code section 25300, et seq. or any rules or regulations thereunder or any related laws or their equivalents and are freely entered into notwithstanding the provisions of California Civil Code 1542, the rights under which are hereby waived, and which states: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. This entire Section 3 shall survive the termination of this Agreement.

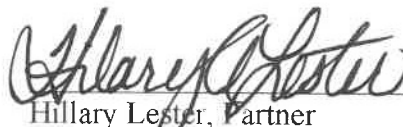
4. Nothing is this agreement commits the County to Purchase the property.
5. This agreement may be executed in counterparts.

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

COUNTY OF MARIPOSA

TRANSITION MOUNTAIN

Marshall Long, Chair
Mariposa County Board of Supervisors


Hillary Lester, Partner

ATTEST:

APPROVED AS TO FORM:

Rene LaRoche
Clerk of the Board

Steven W. Dahlem
County Counsel

Attachment: Agreement (RES-2021-662 : Merced River Trail/Miller Gulch Right to Enter Update)



MARIPOSA COUNTY

Planning · 209-966-5151



L.5

MEETING: December 7, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Code Compliance Processes and Resources Discussion Follow-Up

TITLE OF PRESENTATION: Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources. This item is scheduled based on Board direction on October 19, 2021, "The following items are to return to the Board by November 23, 2021:

1. From Code Compliance, a one-page summary of their current processes.
 2. From Planning, identification of the resources needed to address the code compliance problem.
- ..."

Because Supervisor Sweeney was excused from the November 23, 2021 meeting, this agenda item was scheduled for the next available Board meeting date.

Board requests (on October 19, 2021) not involving Planning and Code Compliance are not addressed in this agenda item.

Following discussion, the Board may provide direction to staff regarding the potential solutions identified in this item.

Request 1 - Current Processes:

A one-page flow chart is provided as an attachment, showing a summary of the current processes required by County Code, for pursuing potential violations of county code (referred to as a judicial compliance process). This summary shows the steps staff follows once a Request for Investigation (RFI) is received.

Staff can:

- communicate with property owners
- conduct a site inspection (which requires permission from the property owner or an inspection warrant)
- determine if a violation exists
- describe requirements to correct a violation

Information Item

- establish and work with a property owner regarding a timeline to correct a violation
- enter into a compliance agreement and
- file a Notice of Non-Compliance (with the County Recorder's Office).

If these efforts are not effective in resolving a violation, staff needs to seek legal assistance (from County Counsel or the District Attorney) to take the matter to Superior Court. Currently, court action is the only way to impose fines, order abatement or get a judgment for corrections. However, even court action does not guarantee a property owner will comply and correct a violation. A receivership is a final option with a judicial compliance process to effectuate compliance.

Request 2 - Resources Needed to Address Code Compliance Problem:

Solution 2-1 - Assess Success with Sending Cases to the District Attorney's Office to Seek Superior Court Action

Based on prior Board direction, staff sent two code compliance cases to the District Attorney's (DA) Office to seek assistance through Superior Court. Only the most egregious of cases, involving significant public health and safety impacts and environmental hazards have moved forward. To date, the court process has only recently commenced for one of these cases.

Until the initial two cases are heard, and decisions rendered, there is no way of knowing the effectiveness of this process. Staff suggests assessing the success of the initial two cases, prior to sending more cases to the DA's office for assistance.

Solution 2-2 - Use of Notice of Non-Compliance for Building Violations

Staff has identified a way to potentially reduce the number of open code compliance cases involving Built Without a Permit (BWOP). There are currently 354 open cases for BWOPs. BWOPs represent the most frequent violation handled by staff, and only a small amount of these violations are resolved timely under existing code. Most corrections and case closures occur when there is a sale of the property or when the property owner requests a permit to use a residence on the property as a vacation rental or when additional permits are requested on a structure which has prior known violations.

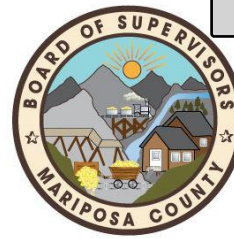
Existing County Code Section 15.10.240 Notice of Non-Compliance provides authority to record notice of these violations against the property on which the violation exists. The notice is recorded at the County Assessor-Recorder's Office. The filing (recording) provides constructive notice to the public of existing building violations. The notice will be identified in a title report prepared for sale of property, so potential property purchasers are aware of known violations and required corrective measures. The notice will be identified in a title report prepared by property financing; many lenders will not lend on a property with a known violation.

Background



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Mariposa County Code Title 15, Section 15.10.240 states,

"In circumstances where construction work has been commenced or completed without the required permit(s) or where there has been a failure to obtain final inspection approval prior to the expiration of the required permit(s), a county building inspector shall record a 'Notice of Non-Compliance' against the parcel with the Mariposa County recorder's office..."

Upon compliance with the County Code, the building department shall record a release of the Notice of Non-Compliance relative to the property."

Based on the wording in Section 15.10.240, staff can file a Notice of Non-Compliance only for violations for which a building permit is required.

Current Case Handling

Under current practice a BWOP violation is not closed until a permit has been obtained, required work has been completed and a certificate of occupancy or certificate of completion is issued by the Building Department. This means many BWOP cases have been open for decades.

Of the approximately 354 open building violation cases, less than half have had a Notice of Non-Compliance filed. Many of Notices of Non-Compliance filed prior to March of 2021 require re-filing to clarify the violation (notice format issues).

Proposed Solution (Incentive Based Solution)

1. Staff will review all open building violations to verify that the violations still exist. Work will include detailed review of planning, building and assessor records.
2. For cases where the violation still exists, staff will prepare a Notice of Non-Compliance with an attached Case Summary with required Corrective Measures.
3. Staff will record the Notice of Non-Compliance and Case Summary at the County Assessor-Recorder's Office.
4. Compliance files will then be placed in an inactive status, which will result in a significant reduction in active case numbers.
5. Staff proposes to prepare a text amendment to County Code Section 15.10.240 that states if a Notice of Non-Compliance has been filed on a parcel, no other permits shall be issued to that parcel, except for those related to the cure of the violation. The amendment will include an exception for emergency permits necessary for immediate health and safety of residents. This is proposed to ensure that the County isn't issuing permits to parcels with violations, including permits which support or exacerbate the violation (such as a well permit issued to a parcel on which there has been multiple seasons of illegal marijuana grown in unpermitted greenhouses) (where crops were previously watered by delivered water).

Information Item

Staff estimates it will take an average of 4 to 6 hours' time to complete items 1 through 4 above, for each open BWOP case. Because the tasks associated with this solution would be short term, **staff suggests a higher-level Extra Help position be used to assist with this solution.**

Item 5 is not technically an existing code provision, but it is directly related to the existing code provisions for filing Notice of Non-Compliance. It is a simple text amendment and will provide significant incentive for a property owner to cure an existing violation, while ensuring the county isn't inadvertently "contributing to" or enhancing the violation.

Solution 2-3 - Implementation of Current Violation Fees for Building Violations (Punitive Solution)

Staff has identified current code provisions, Section 15.10.260 which allow the Building Director (or assignee) to assess civil penalties for "Certain Building, Zoning, Public Health, Grading and Drainage Regulations". These civil penalties are assigned at a staff level and do not require court approval or other legal action (the penalties are appealable, providing due process). Only limited provisions in this code have been used in the last 18 months (for example, applying 10 times the permit fee for permits involving commercial marijuana cultivation). Staff proposes to use these current code provisions more widely.

The ability to assess penalties for building code violations at a staff level represents a significant compliance tool.

Staff notes that current code (Section 15.10.260.E.3) includes provisions for an amnesty period, should the Board want to limit retroactive application of penalties.

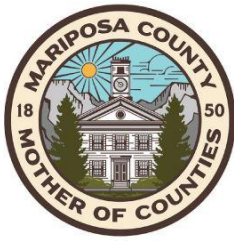
There is additional administrative work associated with this solution. **Staff recommends initially relying on the higher-level Extra Help position described in Solution 2-2 above, with a review scheduled for 6 months from the effective date of the implementation of these fees.** This would provide time to assess the success of the solution and the potential need for additional staff hours for careful tracking cases and penalties, and regular communication with property owners.

STAFF NOTES:

This response is based on Supervisor Sweeney's stated objectives - that he is not advocating for any kind of code change at this time but, rather, working within the existing codes.

It is hoped that a more streamlined and effective compliance process will result from the Code Compliance Advisory Committee's (CCAC) work. The CCAC has had only one meeting as of the date of preparation of this item, and plans to meet one time per month. If procedural changes are implemented based on the CCAC's work, the potential solutions identified in this item would be temporary.

Space for additional staff on the Development Services floor is limited.



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BACKGROUND AND HISTORY:

October 19, 2021: The Board originally discussed this item, scheduled by Supervisor Sweeney, and directed specific items be returned to the Board for further discussion.

August 17, 2021: The Board appointed 9 members to the Code Compliance Advisory Committee.

June 8, 2021: Resolution No. 2021-331 was adopted, establishing the Code Compliance Advisory Committee.

March 16, 2021: The Board of Supervisors discussed and gave direction to staff regarding "increasing non-compliance with existing County Codes". Discussion included pursuing a citizen's advisory committee.

November 10, 2020: The Board of Supervisors denied County Code Amendment No. 2019-218 and discussed procedural options, including pursuing a citizen's advisory committee.

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ATTACHMENTS:

1 10-19-2021 Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources (PDF)

2 211025 Compliance Flowchart BOS (PDF)

3 Open Code Compliance Case Summary (PDF)

4 County Code Section 15.10.240 (PDF)

5 County Code Section 15.10.260 (PDF)

PowerPoint Presentation: 211207 Code Compliance Processes Follow-Up (PDF)

PUBLIC INPUT - Email from Carole Beckham (PDF)

PUBLIC INPUT - L.5 - From Mike Kinslow (PDF)

PUBLIC INPUT - L.5 - From Laurie Kinslow (PDF)

PUBLIC INPUT - L.5 - From Demi Williams (PDF)

PUBLIC INPUT - L.5 - From Casey Cox (PDF)

PUBLIC INPUT - L.5 - Email from Victoria Trujillo (PDF)

RESULT: INFORMATION RECEIVED



COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

MARSHALL LONG, CHAIR
ROSEMARIE SMALLCOMBE, VICE-CHAIR
TOM SWEENEY
WAYNE FORSYTHE
MILES MENETREY

DISTRICT III
DISTRICT I
DISTRICT II
DISTRICT IV
DISTRICT V



MARIPOSA COUNTY SUPERVISORS MINUTE ORDER

TO: TOM SWEENEY/District 2 Supervisor
 CORRINA MIRANDA/Code Compliance
 SARAH WILLIAMS/Planning Director
 JEREMY BRIESE/Sheriff – Coroner -Public Administrator
 DEBBIE WILLIS/Interim Building Director, and
 DALLIN KIMBLE/County Administrative Officer

FROM: RENÉ LaROCHE/Clerk of the Board 

SUBJECT: Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources (Supervisor Sweeney)

RESOLUTION: N/A

The following direction was given by the Mariposa County Board of Supervisors on **October 19, 2021:**

L.4. Board of Supervisors (ID # 12252)

Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources (Supervisor Sweeney)

Supervisor Sweeney noted that he is not advocating for any kind of code change at this time but, rather, working with the existing codes. He recounted receiving a steady stream of complaints regarding code compliance since coming in to office, then gave the staff report, and discussed the number of active code compliance cases. He noted the definition of “public nuisance” that is contained within the California Civil Code. He also noted that the census data shows that the county’s population went down by 1100 people and recounted speaking to people who said that they were moving rather than deal with the problems.

Public comment opened.

Rick Brady noted presenting the Board with photographs three or four years ago, but that they have seen nothing done and the area looks worse than before, with the roofs now coming off. He stated that they feel no one cares, and remarked that the lack of accountability invites more people to do the same. Mr. Brady also noted that Corrina Miranda has been helpful but is only one person. He also suggested using volunteers and remarked that he knows several people willing to help.

Anthony Marchesiello noted seeing many changes in the sixteen years that he has lived in the area. He discussed the crime, marijuana growers, and lack of resources and noted that people are leaving the area. He suggested streamlining processes and offered that the abandoned trailers should be removed, and suggested

Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources
(Supervisor Sweeney)
October 19, 2021

that the marijuana should be taken and sold to companies that make legal products.

Karen Smith noted that she is on the new Code Compliance Committee; advised that she lives next door to a house that has been abandoned since 1999; and remarked on the need to address the issues.

Judy Burden/Greeley Hill resident advised that she has only lived there about four years but that she has been very involved and working with the County, and suggested getting the citizens involved as much as possible. She advised of the success of their community cleanup a couple of years ago which brought twice as many volunteers as anticipated, and discussed the difficulties they had, prior to calling Good Will, of finding someone to pick up metal. She also recounted her time working for the State; noted frustrations with trying to get people to follow the procedures; and advised that she knows the value of taking care of problems quickly. She also recounted a situation with a pack of dogs in her area; and noted that she is not sure what happened after the County came out.
Public Comment Closed.

Board discussion ensued about the focus of the Code Compliance Advisory Committee, the possibility of working with volunteers and the difficulty that presents due to insurance issues, previous contacts with Habitat for Humanity who has the insurance, and assistance that Health and Human Services has provided.

Chair Long reopened public comment, and Anthony Marchesiello suggested getting the Internal Revenue Service involved because the taxes are probably unpaid.
Public comment closed.

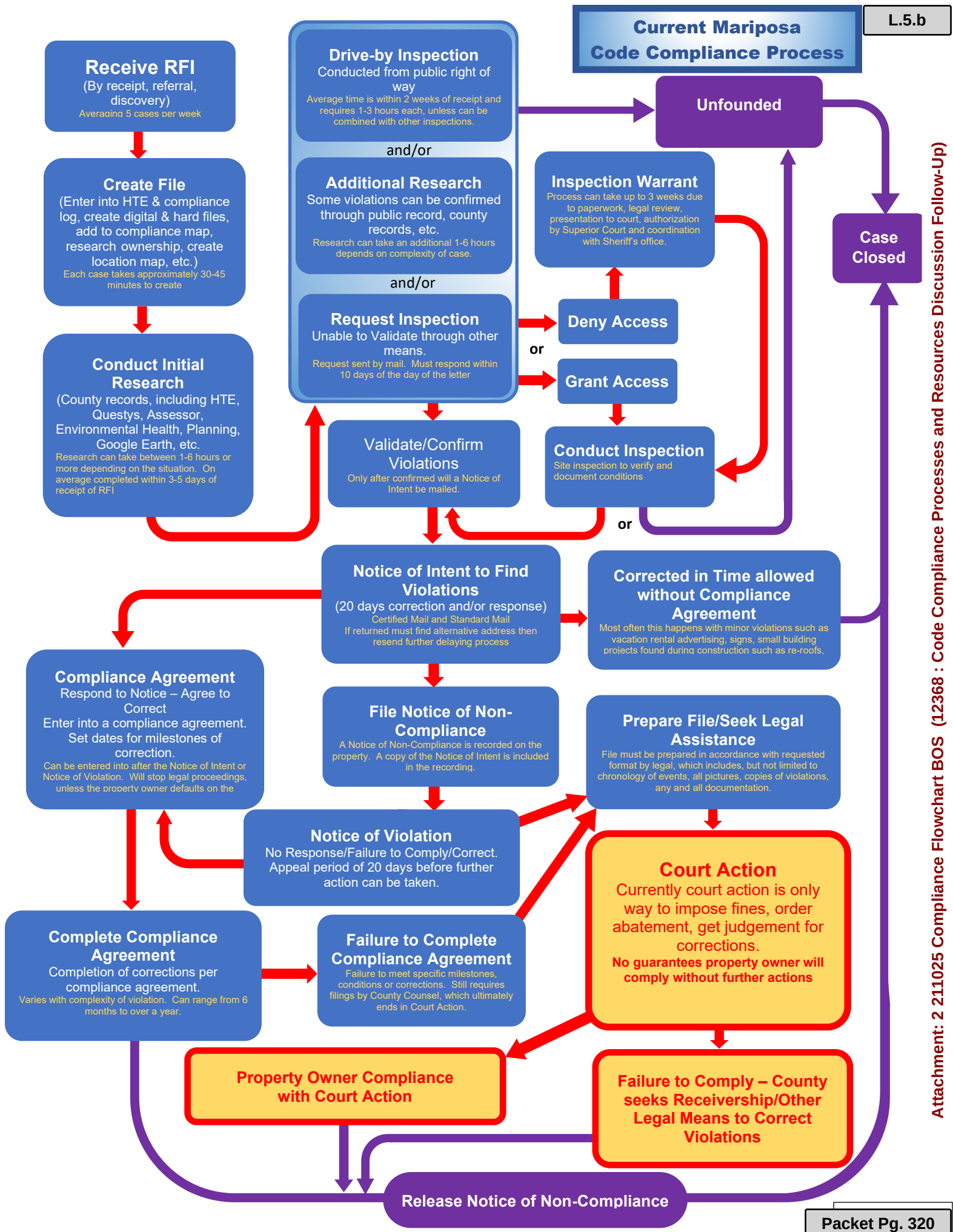
DIRECTION:

The following items are to return to the Board by November 23, 2021:

- ***From Code Compliance, a one page summary of their current processes.***
- ***From Planning, identification of the resources needed to address the code compliance problem.***
- ***From the Sheriff, identification of the resources needed to address the abandoned vehicle problem.***

Building is directed to immediately start filing complaints with the California State License Board for any cases of contractors building without a license or without a permit.

The CAO is to advise the above departments of the direction.



Mariposa Code Compliance Case Totals - OPEN CASES ONLY

Violations (Note Some Cases have multiple violations under the same case number)					
Primary Violation 1	Secondary Violation 2	Tertiary Violation 3	Total Violations	Case Type	Violation Description
2	3	0	5	Attractive Nuisance	Buildings or other items, debris, etc. that present a nuisance by being attractive to children, animals, homeless, etc.
232	19	3	254	BWOP	Built without permit
0	1	1	2	Power Theft	Theft of power - bypass meter
1	0	0	1	Fire Damage	Debris, partial burned structures, etc. that require proper disposal and testing to ensure they are not a threat to the occupanys, environment or neighbors.
4	1	0	5	Grading	Grading done without permits.
3	22	1	26	Greenhouse(s)	Unpermitted commercial greenhouses used for the cultivation of marijuana
4	2	1	7	HipCamp	Illegal campgrounds
21	20	8	49	Junk	Junk including debris, cars, etc.
81	18	2	101	Marijuana	Cultivation of marijuana in excess of allowed amounts not in compliance with standards
51	3	0	54	No Cert	Structures that started the permitting process howeve have never received a certificate of completion and/or occupancy. Permit has expired and/or people living in unit.
13	5	2	20	Other	Non-specific category
41	22	6	69	RV	People living in recreational vehicles
5	2	0	7	Signs	Signs that do not comply with zoning due to lack of proper design review, temporary signs and banners, etc.
15	5	0	20	Substandard Housing	Housing that does not meet the minumum requiremen set by local, state and federal building and housing requirements.
6	1	0	7	TOT Advertising	Vacation rentals advertising over occupancy or room count.***
17	5	1	23	TOT W/O Cert	Vacation rentals operating without permits
0	0	3	3	Unsafe Structure	Structures deemed unsafe due to construction or othe factors.
29	4	2	35	Zoning	Zoning violations include but not limited to design review, set backs, land use, etc.
Total Open Violations			688		

As of 10/06/2021 Total Open Cases

538

**Average Days to
Close**

1549

Attachment: 3 Open Code Compliance Case Summary (12368 : Code Compliance Processes and Resources Discussion Follow-Up)

15.10.240 Notice Of Non-Compliance

In circumstances where construction work has been commenced or completed without the required permit(s) or where there has been a failure to obtain final inspection approval prior to the expiration of the required permit(s), a county building inspector shall record a "Notice of Non-Compliance" against the parcel with the Mariposa County recorder's office. The notice shall be addressed to the record owner of the property, shall be recorded, and shall contain the following:

- A. Information that the property has been inspected;
- B. The address of the property including the APN number;
- C. Description of the violation(s) of County Code;
- D. The section(s) of County Code which has been violated;
- E. Date of notice.

Upon compliance with the County Code, the building department shall record a release of the Notice of Non-Compliance relative to the property.

HISTORY

Adopted by Ord. [1073 Sec. II](#) on 11/9/2010

15.10.260 Civil Penalty For Violation Of Certain Building, Zoning, Public Health, Grading And Drainage Regulations

A. Charge - Code violation. In addition to any other fee or penalty imposed by this code or by law any person who violates Chapters 15.10, and 15.11, of this code shall pay one of the following sums, as determined by the enforcing officer, to the county of Mariposa.

1. If the violation arises from an unlawful commercial, rental or similar use or structure on the property:
 - a. The fair market rental value of the land or structure in violation for the period of time elapsed from the date of mailing the Notice of Violation through to its abatement by whatever means; or
 - b. No less than twenty-five dollars (\$25.00) per day and no more than one hundred dollars (\$100) per day for the first violation; no more than two hundred dollars (\$200) per day for a second violation of the same ordinance within one year; and no more than five hundred dollars (\$500) per day for each additional violation of the same ordinance within one year for each day that the violation exists after the date of mailing of the Notice of Violation through to its abatement by whatever means; or
 - c. In the event that the use or structure in violation may be permitted with an appropriate permit, a minimum of three (3) times and up to maximum of ten (10) times the amount of the standard fee for every required approval, review, and permit will be imposed.
2. If the violation arises from an unlawful owner-occupied residential use or structure on the property:
 - a. The fair market rental value of the land or structure in violation for the period of time elapsed from the date of mailing of the Notice of Violation through to its abatement by whatever means; or
 - b. No less than fifteen dollars (\$15.00) per day and no more than one hundred dollars (\$100) per day for the first violation; or no more than two hundred dollars (\$200) per day for a second violation of the same ordinance within one year; or no more than five hundred dollars (\$500) per day for each additional violation of the same ordinance within one year for each day that the violation exists after the date of mailing of the Notice of Violation through to its abatement by whatever means or
 - c. In the event that the use or structure in violation may be permitted with an appropriate permit, a minimum of three (3) times and up to a maximum of five (5) times the amount of the standard fee for every required approval, review and permit will be imposed.
3. For any other violation, including but not limited to an unlawful noncommercial junkyard, an unlawful noncommercial truck terminal, an unlawful non-operative vehicle storage yard, and an unlawful accessory structure:
 - a. No less than five dollars (\$5.00) per day and no more than one hundred dollars (\$100) per day for the first violation; no more than two hundred dollars (\$200) per day for a second violation of the same ordinance within one year; and no more than five hundred dollars (\$500) per day for each additional violation of the same

ordinance within one year for each day that the violation exists after the date of mailing of the Notice of Violation through to its abatement by whatever means; or

- b. In the event that the use or structure in violation may be permitted with an appropriate permit, a minimum of three (3) times and up to a maximum of five (5) times the amount of the standard fee for every required approval, review, and permit will be imposed.

4. The enforcing officer shall have the sole and exclusive discretion to set the amount of the civil penalties within the ranges set forth in this section, except that the enforcing officer shall not impose any penalty greater than the minimum amount in any range of civil penalties set forth in this section, unless the enforcing officer's department has adopted a written policy setting forth how civil penalties within the various ranges are determined.

B. Enforcing officer. For the purposes of this section "Enforcing Officer" means the director of the Mariposa County building department, or his/her designee.

C. Determination of penalties. The determination of charges imposed under this section shall be as defined herein:

1. Such determination shall take into account the facts and circumstances of the violation including, but not limited to:

- a. Whether or not the violation poses a threat to human health, safety, or to the environment;
- b. The seriousness or gravity of the violation;
- c. The length of time the violation has existed;
- d. The culpability of the person in violation or the willfulness of the violation;
- e. The knowledge of and familiarity with building regulation of the individual that created or caused the violation to occur;
- f. The extent of the violation and its effect on adjoining properties;
- g. Any attempts to comply with the applicable ordinances;
- h. And any other information which might be relevant to the determination of charges to be imposed.

D. Appeal of determination. At the discretion of the enforcing officer, or his/her designee, or upon the proper appeal of the property owner, the determination may be referred to the Mariposa County building appeals board. A person dissatisfied with the decision of the appeals board may appeal to the board of supervisors pursuant to the county code appeals procedures.

E. Exclusions.

1. The charges imposed by this section shall not apply if the property owner establishes that, at the time he or she acquired the property, (i) a violation of this code existed on the property, (ii) the property owner did not have actual or constructive notice of the existence of said violation, and (iii) within thirty (30) days after the mailing of Notice of Existence of said violation the property owner initiates and pursues with due diligence, and good faith effort is made to meet the requirements of Mariposa County Codes as determined solely by the enforcing officer.

Note of Clarification: A property owner has constructive notice of the existence of a violation if the property owner has actual notice of circumstances sufficient to put a

prudent person upon inquiry as to a particular fact and if by prosecuting such inquiry, the person might have learned that a violation existed on the property.

2. The charges imposed by this section shall not apply if the owner establishes that (i) within thirty (30) days after the date of mailing of Notice of Existence of the violation, the property owner removed from the property the use or structure which constituted the violation, and (ii) the property owner had not previously been mailed a notice of a violation of the same code section, regardless of the parcel on which such violation occurred.
3. The board of supervisors may amend or temporarily suspend the provisions of this section by the adoption of a resolution establishing an amnesty period for a period of time so stipulated in the resolution.

HISTORY

Adopted by Ord. [1073 Sec. II](#) on 11/9/2010

Code Compliance Processes and Resources Discussion - Follow-Up

BOARD OF SUPERVISORS 12/7/21

Why Scheduled?

October 19, 2021 BOS Meeting – 2 items scheduled regarding compliance:

1. Supervisor Long – Illegal Marijuana
2. Supervisor Sweeney – Code Compliance Processes and Resources
 - Steady stream of complaints since taking office
 - Property owners impacted by unresolved code violations

Why Scheduled?

Board direction on October 19, 2021:

The following items are to return to the Board by November 23*, 2021:

1. From Code Compliance, a one-page summary of their current processes.
2. From Planning, identification of the resources needed to address the code compliance problem...

*Supervisor Sweeney excused from November 23 meeting; item scheduled for today

BOS Request 1 – Current Process

- One-page flow chart to show current processes



Current Process

Current Process – Staff Authority

- communicate with property owners
- conduct site inspection:
 - requires permission from property owner or
 - inspection warrant
- determine if a violation exists
- describe requirements to correct violation
- establish and work with a property owner regarding a timeline to correct a violation
- enter into a compliance agreement and
- file a Notice of Non-Compliance (with the County Recorder's Office).



Current Process

If staff efforts not effective...

- Staff needs to seek legal assistance (from County Counsel or the District Attorney) to take the matter to Superior Court.
- Currently, court action is the only way to:
 - impose fines
 - order abatement
 - get a judgment for corrections
- Court action - no guarantee a property owner will comply / correct violation
- Receivership is a final option with a judicial compliance process to effectuate compliance.

BOS Request 2 – Resources Needed to Address Code Compliance Problem

- **Solution 2-1** – Assess success of sending cases to DA's Office to seek Superior Court Action
- **Solution 2-2** – Use of Notice of Non-Compliance for Building Violations
- **Solution 2-3** – Implementation of Current Violation Fees for Building Violations

Solution 2-1 Cases to DA's Office

- ❑ Board direction (March 2021) - 2 code compliance cases to DA's Office:
 - seek assistance through Superior Court
 - ❑ Significant public health, safety impacts and environmental hazards
 - ❑ Court process recently commenced for one of these cases
- ❑ Until cases are heard, and decisions rendered – do not know effectiveness of this process
- ❑ Staff suggests assessing the success of the initial two cases, prior to sending more cases to the DA's office for assistance

Solution 2-2 Notice of Non-Compliance

Mariposa County Code Title 15, Section 15.10.240:

- *In circumstances where construction work has been commenced or completed without the required permit(s) or where there has been a failure to obtain final inspection approval prior to the expiration of the required permit(s), a county building inspector shall record a 'Notice of Non-Compliance' against the parcel with the Mariposa County recorder's office...*
- *Upon compliance with the County Code, the building department shall record a release of the Notice of Non-Compliance relative to the property.*

Solution 2-2 Notice of Non-Compliance

Constructive notice to public of existing building violations

NNC – identified in title report for sale of property or loan

- Potential purchasers / lenders are aware of known violations and corrective measures

Solution 2-2 Notice of Non-Compliance

1. Review open building violations – verify if violations still exist (354)*
2. COMMUNICATE WITH PROPERTY OWNER – provide opportunity for property owner to correct*
3. If correction not made, Prepare / Record Notice of Non-Compliance and Case Summary (required Corrective Measures)
4. Place files in inactive status

*Extra help position (salary savings – 3 vacancies)

Other – Solution 2-2

- Propose text amendment – CC §15.10.240
- If Notice of Non-Compliance filed on parcel, no other permits issued (except related to cure of violation) (include exception for emergency permits)
- Why?
 - Make sure County isn't issuing permits to parcels with violations...especially when permits support or exacerbate the violation
- Staff schedule Resolution of Intention

Solution 2-3 – Current Violation Fees

- Building Code – allows Building Director to assess civil penalties
- Penalties assigned at staff level
- Limited provisions code – used in last 18 months
 - 10X or 3X permit issuance fees for BWOP violations
- Code provides options, as determined by Director
 - Penalties per day
- Discretion in determination of penalty
- Appeal provisions
- Exclusions
- Amnesty period – Staff would bring back Resolution

NOTES

- Item – prepared based on objective: not advocating for any kind of code change, but working within existing codes
- Code Compliance Advisory Committee work – result in more effective compliance process
 - Meeting once per month / 2 meetings to date
 - Not quick process

NOTES – Case List

- Staff maintains list of current / open code compliance cases
- List was posted on CCAC's "Homework Page" on October 6
 - To provide information to CCAC regarding current status of compliance cases in County
 - List was not a part of this packet for this BOS item
- As a result of scheduling of this follow-up BOS discussion, a link to the list has been widely circulated on social media
- As a result, CC staff has received 22 inquiries regarding cases
 - Those are either resolved or are moving forward to compliance
- It has been helpful for property owners to reach out to CC staff, as
 - Only means of communication with many – snail mail
 - We don't have current (or any) cell numbers or home numbers or email addresses for many on this list

NOTES – Case List (History)

2021 – Opened 140 cases / Closed 68 cases (+72 cases)

2020 – Opened 175 cases / Closed 105 cases (+70 cases)

NOTES – Case List (Communications)

COMMUNICATION – Request for Investigation

- Initial communication through US mail
 - Only contact information for property owners – from Assessor Records
 - County does not have phone numbers or email addresses for property owners

- Ongoing communication through site visits, phone calls, emails and US mail
 - Preferred method is via email (documentation / benefit of both parties)
 - Some people prefer to only communicate via phone

QUESTIONS

As a result of scheduling of this follow-up BOS discussion, a link to the list has been widely circulated on social media – CC staff 22 inquiries regarding cases

QUESTIONS from PUBLIC

1. Is the County going to take my property over this issue?
NO – OBJECTIVE IS WORK WITH THE PROPERTY OWNER – PROPERTY OWNER RESOLVE CASE
2. Are the fines going to be accumulative back to when the case began? NO – If move forward with fees, identified AMNESTY PROGRAM (provide opportunity for property owner to resolve case, before penalties)
3. I received a call and told I was on the list, I purchased the property this way. Why is it my problem? CODE CASES RUN WITH PROPERTY – NOT ERASED WITH RECORDATION OF GRANT DEED
4. Am I being charged fines by the day right now? NO
5. Why didn't you just call me? MOST CASES, WE DO NOT HAVE CONTACT INFORMATION, OTHER THAN SNAIL MAILING ADDRESS

QUESTIONS from PUBLIC

6. The address you sent the notices to is very old, why did you send notice there? ADDRESS INFORMATION – ASSESSOR’S RECORDS (WHERE TAX BILLS MAILED)
7. I fixed the problem, why wasn’t it cleared? The building inspector came out so why wasn’t that the end of it? NEED TO REVIEW EACH CASE
8. Yes, I did build without a permit, but I don’t have the money to fix it right now. How much time to do I have? IF PROPERTY OWNER WANTS TO RESOLVE CASE, WE CAN ENTER INTO COMPLIANCE AGREEMENT TO PROVIDE TIME
9. I took out a permit for this work why am I still on the “List”? UNLESS PERMIT COMPLETED, IT IS STILL OPEN CASE

INPUT from PUBLIC

Most discuss details individual code cases



PUBLIC COMMENT ITEM #L5

Carole Beckham [REDACTED]

Sun 12/5/2021 10:36 PM

To: Board Clerk <board-clerk@mariposacounty.org>

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Board Members, Mariposa County Board of Supervisors
Re: Code Compliance Processes and Resources Discussion Follow Up
December 7, 2021 Agenda Item L5,

In this message, I outline my view of the problem and then offer suggestions that I think will be beneficial to both the county and your constituency.

Please consider that your constituents have been having a rough and expensive several-year period and will react poorly when something else is demanded of them that further depletes their finances and causes them significant time and even higher stress levels. Major current concerns of the people include:

- 1) Covid cases and deaths have increased dramatically since the summer
- 2) Due to wildfire risks, most of us are having to scramble for property insurance, while acceding to increasing insurer demands for maintenance to keep premiums as low as possible, and still seeing them double
- 3) Many others have wells that are going dry, costing thousands of dollars
- 4) Most of us are working hard to ensure that our properties are safe from the increasingly long wildfire season, and are struggling to improve our defensible zones
- 5) Coping with a deteriorating health care system where many costly procedures and dental work are not even covered, creating a major impact on public health
- 6) Dealing with rampant inflationary pressures in all areas of our lives

Simple survival is difficult and increasing economic pressures in a small community are causing many to move and many others to hesitate to move here, which could result in further population declines and render attempts at gentrification futile. Catering to tourism is already problematic, with water shortages and increasing labor shortages as many people attempt to start their own businesses in more favorable settings

Your concern about planning and building codes is overblown, in my estimation, and potentially expensive to all of us as your efforts will result in increasing your labor resource needs later. We are not living in an ideal world and need to focus on many issues other than codes, such as alleviating the problems I've listed above

Instead, I suggest that you focus on fixing the worst offenses, such as illegal large scale cannabis grows, dangerous nuisance properties and junkyards, anything else that might be health or injury hazards, and leave the rest of us alone until the CCAC can review, examine, and make solid recommendations

You need to regain the trust of this community. Showing a little empathy and concern for what people are going through would be a good start. Helping people with their problems would win their ongoing gratitude.

Sincerely -- Carole Beckham, PO Box 1160, Mariposa, CA 95338

Attachment: PUBLIC INPUT - Email from Carole Beckham (12368 : Code Compliance Processes and Resources Discussion Follow-Up)

A new comment has been posted to your Web Portal

MinuteTraq Notifications <NoReply@IQM2.com>

Mon 12/6/2021 4:50 PM

To: Dallin Kimble <dkimble@mariposacounty.org>; Marshall Long <mlong@mariposacounty.org>; Miles Menetrey <mmenetrey@mariposacounty.org>; Rene LaRoche <rlaroche@mariposacounty.org>; Rhonda Scherf <rscherf@mariposacounty.org>; Rosemarie Smallcombe <rsmallcombe@mariposacounty.org>; Steve Dahlem <sdahlem@mariposacounty.org>; Tracy Gauthier <tgauthier@mariposacounty.org>; Tom Sweeney <tom.sweeney@mariposacounty.org>; Wayne Forsythe <wforsythe@mariposacounty.org>

The user Citizen Mike has posted a comment on [Legislative File 12368: Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources](#).

Comment: Dear Mariposa County Board of Supervisors: It is the responsibility of the Government to protect the interest of its law abiding citizens. This interest extends to property rights and the expectation of uniform enforcement of existing County Codes. When a law-abiding citizen makes a property investment in Mariposa County, it is usually at great personal expense. This expense must be protected through the Codes and Laws of the County and State. Illegal and non-permitted building and property use situations that are allowed to exist through inaction and that lower the value of these private investments is absolutely unacceptable. Property values that are lowered due to intentional criminal activity on nearby properties are also unacceptable. The fact that law abiding citizens also live in fear of criminal retaliation as a result of these illegal activities is also unacceptable. Given that there are regulations already on the books that enforcement may use, does this make the County negligent for not enforcing the existing codes? Please keep in mind that many affected property owners can show an actual monetary loss (depreciation) due to the proximity to illegal property use. Not to mention the loss of peace and tranquility in the use and enjoyment of their homes and property. The lack of resources to enforce these regulations cannot be used as an excuse in Mariposa County. Citizens are willing to step forward and contribute to the cost of enforcement and volunteer to assist the County in enforcement actions. There are also additional outside resources available for enforcement of local laws and regulations. The lack of desire to use these outside resources by some County Departments is of great concern. The lack of enthusiasm to enforce existing laws and regulations by some elected County Officials is also of great concern. In closing I would highly encourage the Mariposa County Board of Supervisors to move aggressively forward in resolving these issues. Please stand up for the rights and investments of the law abiding citizens of Mariposa County. Thank you.

Link to the Discussion: http://MariposaCountyCA.IQM2.com/Citizens/Detail_Legifile.aspx?ID=12368

Attachment: PUBLIC INPUT - L.5 - From Mike Kinslow (12368 : Code Compliance Processes and Resources Discussion Follow-Up)

Rene would you please send this Rosemarie and Wayne thanks

laurie kinslow [REDACTED]

Mon 12/6/2021 12:00 PM

To: Marshall Long <mlong@mariposacounty.org>; Tom Sweeney <tom.sweeney@mariposacounty.org>; Miles Menetrey <mменetrey@mariposacounty.org>; Rene LaRoche <rlaroche@mariposacounty.org>; Corrina M. Miranda <cmiranda@mariposacounty.org>; Sheriff <sheriff@mariposacounty.org>

I will be at the meeting I don't think you will get anything done on the illeage pot grows, dumping it in with everything else. There needs to be an ordinance just to deal with this problem, fines /liens. All the grows In our area violate the existing laws Why can't you do anything about them Time to bring in DEA/DOJ if you can't or wont do anything. We now have three homes for sale in our area, people just want to get away from Mariposa county and the lack of any progress with the pot problem Laurie kinslow

Sent from [Mail](#) for Windows

Attachment: PUBLIC INPUT - L.5 - From Laurie Kinslow (12368 : Code Compliance Processes and Resources Discussion Follow-Up)

Public Comment Item #L5 code compliance

Demi Williams [REDACTED]

Tue 12/7/2021 9:21 AM

To: Board Clerk <board-clerk@mariposacounty.org>

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

Good afternoon Mr. Sweeney and Board Members,

My name is Demi Williams, you might recognize the name from the recently publicized "code shaming list." I have been a north county resident for 31 years, my entire life. This last year I was presented with an opportunity to fulfill a long standing dream of mine to finally purchase my first home in my beloved community. I purchased my small one bedroom cabin on a half acre for 75k. Please don't be fooled by the amazing deal I got on the land because in the end it would cost me largely. The property was previously inhabited by a hoarder/squatter for many years. The main house and out buildings were severely dilapidated and the property so overburdened with junk garbage and downed bug trees one could hardly see the earth below. Never mind that though, for all I could picture was an adorable little cabin on a fresh clean piece of land that we would call home.

Not 3 months into our clean up and I receive a violation notice from the county. I immediately went to the county to address this notice and to purchase new permits for our remodel. I was told that the violation was for permits that were drawn some 30 years ago by lord knows who for a covered porch that didn't exist on MY land. 30 yrs!? Please tell me we don't pay someone to record keep. Thinking I had resolved the issue and being told the issue would be dismissed. I collected my new costly building permits and went back to work. In total I have purchased 3 separate permits with this cost of several hundred dollars a piece. Now, here we are a year and a half later. Thinking we had done right by our county and neighbors and could now finally enjoy the home we dumped nearly 25k into (I only make 32k a year) and every drop of sweat we had. No need to tell you how infuriated I was to see my property number listed for "building without permits" because the fact that I'm writing this letter at all shows my frustration and distaste. So yet again, I will be heading to the county office this week to find out where we went wrong this time and how much more money they want to correct it. Let me guess, another couple hundred dollars! I never imagined trying to do a good thing for my hometown would be such an annoying experience.

Please, don't get me wrong. I would love nothing more than for my home to be up to code and fully permitted. Well in fact, that's exactly what we've been working towards this entire time. Unfortunately, now I'm beginning to regret purchasing here at all. The code compliance isn't the only issue. The timing of this matter is what disgusts me the most. In all my life I have never seen our world, country, or community in such disarray and strife. We are now 2 years deep into a pandemic. Bugs previously decimated our forests and treed properties which still heavily plagues us, we are rural, we are poor, and we are always forgotten by our county. Our dump is open once a week for 3 hours and cost \$40+ a truck load, that surely makes clean up an affordable breeze on free time. We are also comprised of a largely elderly population on fixed income which are too often left to figure it out on their own. I'm sure 80 year old Phil down the road can fire up that chainsaw and get to town on his massive 12ft tall log decks. Or repair his failing barn. If not Phil can surely afford to pay someone heavily for the large time consuming job. He's got options, let's not worry about old Phil.

I propose, rather than compiling sneaky code compliance violation lists about your constituents with intimidation tactics and heavy fines sure to follow. That maybe you take a hard look at the community I'm almost very sure you didn't grow up in and see that it needs help. We need more affordable access to things and working programs to help the elderly, disabled, and low income. We ONCE had a community clean up day in Greeley which I understand you were part of. I'm very sure then that you seen the turn out because it was incredible, town was busy that day. This to me shows the eager willingness our community members have to improve their lands. It also shows me how desperate they were for the help. I have family members in neighboring counties that have absolutely free dump services for the community and they pay for that through taxes. We all know we get taxed for everything anyway. At least that would be a tax we might actually get to see a return on. There are better more productive ways to accomplish what you are trying to do here. Fear tactics, fines, and shaming lists are surely not the answer.

One final thought. When do we get to see the county comply? The day I see ONE entirely new paved road in Greeley-Hill I will be able to care a little more about your concern with dilapidated things.

Kind regards,

Demi Williams

Attachment: PUBLIC INPUT - L.5 - From Demi Williams (12368 : Code Compliance Processes and Resources Discussion Follow-Up)

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MinuteTraq Notifications <NoReply@IQM2.com>

Mon 12/6/2021 6:55 PM

To: Dallin Kimble <dkimble@mariposacounty.org>; Marshall Long <mlong@mariposacounty.org>; Miles Menetrey <mmenetrey@mariposacounty.org>; Rene LaRoche <rlaroche@mariposacounty.org>; Rhonda Scherf <rscherf@mariposacounty.org>; Rosemarie Smallcombe <rsmallcombe@mariposacounty.org>; Steve Dahlem <sdahlem@mariposacounty.org>; Tracy Gauthier <tgauthier@mariposacounty.org>; Tom Sweeney <tom.sweeney@mariposacounty.org>; Wayne Forsythe <wforsythe@mariposacounty.org>

The user Casey Cox has posted a comment on [Legislative File 12368: Follow-Up Discussion and Direction Regarding Code Compliance Processes and Determination of Required Resources](#).

Comment: I have two properties listed. In September of last year I received a demand for an inspection on a medical cannabis grow that a tenant has had for the last five years. It has been repeatedly inspected by the building department and sheriff's office over the years. I called the building department and told them I would forward the information to the tenant and asked why they were inspecting again. It was in response to a complaint. The tenant called in and spoke with the building department. He was told that after speaking with me and checking with other svin the building department and sheriff's office an inspection would not be necessary. I called the building department. It was verified that an inspection would not be necessary and I requested a release letter stating that we had complied and the case was closed. I was assured a letter would be sent in a few days. Over the next four months I called three more times and was assured a release letter was forthcoming. When I call a couple of months later and spoke to someone other than the inspector who asked if they could help. I explained and once again asked for a release letter. Forty eight hours later I received a demand for an inspection on a different property for a building permit to replace a deck that was applied for and never issued in 2015. The permit was held up in plan check due to a post being to close to the septic. In the midst of this my mother died and I chose not to have the plans redrawn and abandoned the project. Three years later I received a letter notifying me that the permit expired and they wanted to inspect. I called and explained the permit was never issued and construction was never begun. They could come and inspect if they thought necessary. The person I spoke to said to put that on the letter and return it. He also told me an extra inspection was not necessary. When I received the last demand I responded within the time frame and requested the three month covid delay to allow time for both of my vaccinations to be in effect. I'm still waiting for them to call to schedule that inspection. Also in this instance it shows a reason as "marijuana". I don't have a clue what "marijuana" has to do with a permit for a deck replacement. The first case is either a case of sloppy and inept paperwork or intentional. If its intentional it probably borders on criminal. The department was never denied an inspection and I'm pretty sure the tenant told them it was not necessary to schedule an inspection just stop by whenever they were in the neighborhood. The second case I believe was merely a vindictive act. I am still waiting for the building department to call and schedule an inspection. I held a general contractor license for many years and dealt with many inspectors and inspections over the years . I have never experienced anything like this. I have lost all faith and trust in this office.

Link to the Discussion: <http://MariposaCountyCA.IQM2.com/Citizens/Detail LegiFile.aspx?ID=12368>

Attachment: PUBLIC INPUT - L.5 - From Casey Cox (12368 : Code Compliance Processes and Resources Discussion Follow-Up)

Public comment item# L5

Victoria Trujillo [REDACTED]

Mon 12/6/2021 10:10 PM

To: Board Clerk <board-clerk@mariposacounty.org>

[Some people who received this message don't often get email from [REDACTED] Learn why this is important at <http://aka.ms/LearnAboutSenderIdentification>.]

I looked through the code enforcement list, and was shocked to see My name on there. We bought a property, were unaware of neighbors complaints, took down unpermitted work, Spent about \$100,000, hiring engineers, trying to bring everything to code, and sold the property after the building inspector and Corina came out and finalled everything.

> First of all, I don't believe your list is accurate. I believe many of these things have been addressed. I don't believe many people on this list even know that they have been complained about. I think many of the people who are on the list are innocent of any wrongdoing. If you think that code enforcement does not have the power to take care of these things, then, I humbly Ask you to think again. The experience that we went through after we bought this property was terrible. My wife and I have served this community for many years. We have volunteered at the fire department; Provided foster care for many many children over the years, worked with troubled youth, Coached at the local high school and in younger leagues, I have volunteered many years as a reserve deputy, ministered to local teenagers for 15 years, volunteered as a drug and alcohol counselor, and volunteered in many other capacities. We have raised fine children who, as adults, also minister in this community. When you see a list like the one that has been provided to you, you see names...names of offenders. I see precious people on this list, struggling to survive. I don't know everyone on this list, but I personally know that three of the people on this list have been widowed in the past years. A couple of the people on this list are teachers in our community. Since this list was shared on Facebook, I have heard some stories from Community members that I had never met. They are good people, trying to make things right, many, unaware that there was any problem. Some, like us, bought properties that they were unaware had problems or complaints.

> Some good people were complained about by neighbors because their yards may need some work. It's not always easy to keep up on everything.

> Some people on this list have a family member staying in an RV, because the family member has met with hard times and cannot find affordable housing. Do we want to encourage people to go around tattling on each other?

> Do we want to attack our fellow community members?

> Some of the problems are created by our county's greatest revenue, TOT 's. Can we be thankful for the TOT's and offer grace to those who has been inconvenienced by their presence?

> Many of my friends have moved away from California, to states were they can enjoy more property rights. I currently have several more friends in Mariposa planning to leave. This saddens me.

> Why is there so much focus on this one issue? Are you sure that this issue is as pressing as code enforcement would like you to think it is?

> Is acquiring county funding in this manner worth the pain it causes others?

> Can we use our time and resources toward more positive issues?

> Is it possible that our supervisors might spend more time focusing on how to help, how to encourage business, & how to help property owners?

> I am saddened by the direction some of our department heads and supervisors have gone. Many people in our county are suffering. They have lost loved ones. They have lost jobs.

> I personally, just barely survived nine weeks in the hospital, thanks to my God, my Lord Jesus Christ. I

am home fighting for enough oxygen to walk 10 ft. Coming home to hear about these issues again, seems so petty.

> Why don't we try to focus on representing constituents in more positive ways, rather than finding ways to "get them" or "make them pay." Please try to see them as the human beings that they are, and not enemies.

> Sincerely, Ken Trujillo