MARIPOSA COUNTY

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

ROSEMARIE SMALLCOMBE, CHAIR	**DISTRICT I**
MILES MENETREY, VICE-CHAIR	**DISTRICT V**
VACANT	**DISTRICT II**
MARSHALL LONG	**DISTRICT III**
WAYNE FORSYTHE	**DISTRICT IV**

ACTION SUMMARY MINUTES

October 11, 2022

A. 9:00 AM Called to Order

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I 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 Smallcombe led the pledge.

C. Introductions

Steve Ward/Mariposa Cal Fire Division Chief introduced Shaun McCullough, Raymond Rebbeck, David Harer, and Morris Morgan as Mariposa County's first paid County Firefighters.

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

No public comment. Supervisor Long commented on CA.4 noting he was looking forward to this item moving forward, he also noted that the current minimum size of a home is 220 square feet, and it will soon drop to 190 square feet.

Chair Smallcombe commented on CA.7 noting the memorandum discusses a Public Hearing for Creative Placemaking. Sarah Williams/Planning Director noted that was incorrect, no hearing was done in 2020.

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

CA1. **Health and Human Services** **RES-2022-583**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2022-584**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2022-585**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Administration RES-2022-586**

Approve Agreement with Baird and Driskell Community Planning for Professional Services Associated with the Motherlode Region ADU Workbook in an Amount Not to Exceed $264,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Administration RES-2022-587**

Approve Increasing the Public Works Accounting Technician I/II Allocations by 1.0, Effective July 1, 2022

CA6. **HHS/Behavioral Health & Recovery Services RES-2022-588**

Approve the Service Change Form Agreement to Purchase 16 Additional User Licenses for Our InSync Software Platform from Qualifacts Systems, LLC at a Cost of $49,307 Plus Ongoing Support, Maintenance, and Hosting at $27 Per License Per Month; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Planning RES-2022-589**

Approve Two Agreements with the Mariposa County Arts Council for Amounts Not to Exceed $5,000 and $35,000 for Phase I of the Working Lands, Working Artists Project; Authorize the Board of Supervisors Chair to Sign the Agreements and Any Amendments (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Receive Unanticipated Funds ($75,000) 4/5ths Vote Required

CA8. **Public Works RES-2022-590**

Declare December 3, 2022, Christmas in Coulterville Parade a County Sponsored Event; and Authorize Public Works to Waive the Encroachment Permit Fee of $168.00

CA9. **Public Works RES-2022-591**

Declare October 29, 2022, Coulterville Trunk or Treat Event as an Annual County Sponsored; and Authorize Public Works to Waive the Encroachment Fee of $168.00

E. Board Recognitions

1. **Board of Supervisors RES-2022-582**

Resolution and Tile Plaque Recognizing Dave Conway for His Service to Mariposa County

Kristina Allen/Deputy Director of Public Health introduced the item and noted

that Dave Conway has served this community for 37 years.

Public comment was received by Racy Ziegenfuss/Environmental Health, Dr. Eric Sergienko/County Health Office, Margarita King/Public Health Nurse Manager, Baljit Hundal/Division Director of Health Services, Ray Raminski/Colleague, Kerri Gibbons/Environmental Health, Chuck Moser/Former County Health Officer, Tara Schiff/Economic Development, Sarah Williams, Art Baggett/Former County Supervisor, and Steve Engfer/Deputy Director of the Planning Department all of whom spoke in high regards of Mr. Conway as a person as well as the outstanding service he has provided to this community.

Chair Smallcombe and Supervisors Long, Menetrey, and Forsythe thanked and congratulated Mr. Conway on his retirement noting 37 years is a lifetime and this community is losing a wealth of knowledge.

Chair Smallcombe presented Mr. Conway with a resolution and tile plaque.

9:42 AM Chair Smallcombe recessed the Board for a reception in the lobby to honor Mr. Conway and reconvened the meeting at 9:59 AM.

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

F. Departmental Presentation

Keith Williams/Treasurer/Tax Collector/County Clerk, noted that election season has officially begun. He announced ballots will be going out in the mail.

Kari Kisela/Chamber of Commerce noted the lemon bars from Mr. Conway's reception were amazing. She announced that Cruise Night will be taking place this coming Friday. She noted to participants they are to meet at O'Reilly's and the cruise will begin at 5:00 PM and continue to sundown. Ms. Kisela also announced that the coming Saturday, the Car Show would take place at the Fairgrounds from 9:00 AM until 3:30 PM with detailing demonstrations, face paintings as well as other food and goods vendors.

G. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

10:04 AM Chair Smallcombe recessed the Board meeting, and the Clerk of the Board read the Government Code announcement.

H. LOCAL TRANSPORTATION COMMISSION

10:04 AM Chair Smallcombe called the Local Transportation Commission meeting to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2022-17**

Approve First Amendment to the FY 22/23 Local Transportation Commission (LTC) Overall Work Program (OWP) with Caltrans; and Authorize the Executive Director - Mariposa County Local Transportation Commission (LTC) to Sign the Overall Work Program Agreement (OWPA) Amendment I

Jeannie Morvay-Clayton/Transportation Planner gave the staff report and noted this comes before the Board every year. No public comment.

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

2. **Public Works LTC-2022-18**

Approve an Agreement with Caltrans Which Will Allow for Up to $35,000 in Reimbursements for the Planning, Programming, and Monitoring (PPM) Program Activities for the Fiscal Year 2021-2022; and Authorize the Local Transportation Commission (LTC) Executive Director to Sign the Agreement

Jeannie Morvay-Clayton gave the staff report. No public comment.

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

3. **Public Works LTC-2022-19**

Approve an Agreement with Caltrans Which Will Allow for Up to $35,000 in Reimbursements for the Planning, Programming, and Monitoring (PPM) Program Activities for the Fiscal Year 2022-2023; and Authorize the Local Transportation Commission (LTC) Executive Director to Sign the Agreement

Jeannie Morvay-Clayton gave the staff report. No public comment.

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

4. **Public Works LTC-2022-20**

Approve Budget Acton Increasing Expense in the Local Transportation Account #3032-307-80111 by $3,508 for Fiscal Year 21-22 4/5th Vote Required

Jeannie Morvay-Clayton gave the staff report noting this item recognizes allocations from State Transit Funds. No public comment.

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

Adjourn LTC

10:12 AM Chair Smallcombe adjourned the Local Transportation Commission meeting.

Reconvene as Board of Supervisors

10:12 AM Chair Smallcombe reconvened the Board of Supervisors meeting.

I. Regular Agenda Items

1. **Treasurer-Tax Collector-County ClerkRES-2022-592**

Receive and Consider Request of Yosemite Resorts to Waive Penalties; Receive Information and Make Determination Whether Good Cause Exists to Waive Penalties Under Mariposa County Code 3.36.080 and 3.36.090; and Direct Staff to Return with Formal Resolution Memorializing the Board's Finding and Determination

Keith Williams gave the staff report. In response to a question from Supervisor Forsythe, Mr. Williams noted that there was a grace period given after the Ferguson Fire.

Public comment was received from Gerald Fisher/Yosemite View Lodge (Yosemite Resorts LLC), who noted the Oak fire was more chaotic than previous fires and noted that the letter spells out the circumstance. Board discussion ensued.

ACTION: The Board approved to waive the penalties.

RESULT:	**ADOPTED [3 TO 1]**
MOVER:	Wayne Forsythe, District IV Supervisor
SECONDER:	Miles Menetrey, District V Supervisor
AYES:	Rosemarie Smallcombe, Wayne Forsythe, Miles Menetrey
NAYS:	Marshall Long

2. **Planning RES-2022-593**

Adopt a Resolution Initiating a County Code Amendment to Amend Mariposa County Code Chapter 18.05 - Post-Disaster Recovery, to Provide Additional Recovery Time for Displaced Residents and to Eliminate Requirements Related to Permitted or Legally Established Structures

Dr. Eric Sergienko/County Health Officer, gave an update on the Oak Fire, noting there is a delay with the debris removal contract, the County is waiting for the contractor to provide bond and insurance. He also noted that the hazard tree removal Right of Entry (ROE) could be refused, and they are still looking at options.

Sarah Williams/Planning Director gave the staff report noting that this recommendation is coming from Code Compliance Advisory Committee (CCAC). She noted the recommended changes to the county code amendments are 1) Changing the initial applicable time provision from two years to five years with a maximum of 7 years; 2) eliminating the requirement that the temporary housing permit is for only individuals whose dwellings were permitted structures.

Public Comment was received by Karen Woblesky/Chair of CCAC, Adam McLane/Fire Case Manager, Alison Tudor/Executive Director of Alliance, Karen Smith/Community Member, and Nancy Kemp/CCAC Member, who all spoke in favor of this code change. Board discussion ensued

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

3. **Planning RES-2022-594**

Adopt a Resolution Waiving Owner Payment for Certain Permits Needed to Rebuild and Reoccupy Properties Impacted by the Oak Fire

Sarah Williams gave the staff report noting the Board directed staff to bring this item forward. Ms. Williams also noted this resolution only applies to the Oak Fire, this would be effective immediately. She also noted there are two options the Board needs to choose from.

Public comment was received by Karen Smith, Adam McLane, and Tammi Richards who all encouraged the Board to vote to waive fees for all properties regardless of original permit status. Board discussion ensued.

ACTION: Chose "Option Two: owner payment waiver eligible for properties in the burn scar area, regardless of whether or not the residential development was permitted or legally established (evidence of the existence of residential development would need to be provided)" and made retroactive to August 1st, 2022 and extended the waiver period for 24 months.

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

4. **Administration/Community Development (ID # 13342)**

Discussion and Direction Regarding the Business Assistance/Microenterprise Loan Program

Dallin Kimble/County Administrative Office opened to highlight the work being done to help local businesses. He then introduced Tara Schiff/Economic Development Specialist, who gave a PowerPoint presentation and noted that this connected to the Oak Fire and what businesses have endured.

Ms. Schiff noted there are several options the Board could opt for.

Option A - continue as low-interest loans.
Option B - Repayable below-market loans.
Option C - Provide forgivable loans (up to $35,000).
Option D - complete forgiveness loans; and
Option E - All applications must be brought to the Board for a decision case by case.

Public comment was received from Lori Dixon/Where the Wild Things Are Pre-School, Trevor Dixon who read a letter from Xav Dubois, and Sarah/business owner and resident who spoke in favor of complete forgiveness loans. Board discussion ensued.

DIRECTION: The Board opted for Option E, that each application comes to the Board for options chosen case by case. They also want to give priority to Oak Fire victims, which also includes those who sustained economic injury.

RESULT: INFORMATION RECEIVED

5. **Clerk of the Board of Supervisors (ID # 13391)**

Discussion and Direction Regarding Board Meeting Frequency

Danielle Bondshu/Clerk of the Board gave the staff report. No public comment. Board discussion ensued.

DIRECTION: Wait for the new Board in January 2023 and solicit more input from Department Heads.

RESULT: DIRECTION GIVEN

J. Items removed from Consent Agenda

None.

K. Closed Session

12:45 PM Chair Smallcombe recessed into closed session.

1. **Administration (ID # 13416)**

CLOSED SESSION: Public Employee Position to be Filled [Government Code Section 54957(B)(1)]-Planning Director

No public comment.

RESULT: CLOSED SESSION HELD

Report Out

1:10 PM Chair Smallcombe reconvened the Board of Supervisors meeting and reported during closed session, information was received and direction was given.

L. Board Information

None.

M. Adjournment

1:11 PM Chair Smallcombe adjourned in memory of Elinor Todd.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Rosemarie Smallcombe
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-583

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & 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: Marshall Long, District III Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-584

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue the Oak Fire Local Health Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Health Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

The County Health Officer declared a local health emergency under California Health and Safety Code Section 101080 on July 22nd, 2022.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local health.

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.

FINANCIAL IMPACT:
Not Applicable.

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

REF ID# 13289

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-585

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to the Oak Fire

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Local Emergency Due to the Oak Fire.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

On July 23, 2022, Mariposa County received notification of the approval of a Federal Fire Management Assistance Grant (FMAG) to aid with the Oak Fire. Additionally, Gavin Newsom, Governor of the State of California, also proclaimed, on July 23, 2022, a state of emergency in Mariposa County due to the Oak.

On July 23rd, 2022, Sheriff Jeremy Briese, acting as the Director of Emergency Services pursuant to Mariposa County Code Section 2.80.040, issued a Proclamation declaring a local emergency.

On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local 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.

FINANCIAL IMPACT:
•

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

REF ID# 13295

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-586

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Agreement for Professional Services Associated with the Motherlode Region ADU Workbook

---

RECOMMENDATION AND JUSTIFICATION:
Approve Agreement with Baird and Driskell Community Planning for Professional Services Associated with the Motherlode Region ADU Workbook in an Amount Not to Exceed $264,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Staff has laid the ground work for this contract with Baird and Driskell through: securing a REAP 1.0 grant from HCD to fund the project, convening a regional working group to oversee the project including, Nevada, Amador, Calaveras and Mariposa Counties, coordinating a MOU between the Counties, posting an RFQ and facilitating the competitive selection process and negotiating an agreeable contract for all parties.

Approval of this agreement will allow work to proceed on the Motherlode Region ADU Workbook. Staff is recommending execution of the contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This effort will be with a collaboration with Nevada, Amador, Calaveras and Mariposa Counties. The materials produced though this process will inform residents on the steps they can take to develop a ADU on their property. The goal of this effort is to make legal local development more approachable to county residents resulting in an increase in the construction of workforce housing.

The deliverables will include development check lists, examples of legal building types, examples of manufactured housing vendors, examples of site development expenses, contractor list, information on return on investment, and financing strategies. This project also includes a research component in order to connect with housing innovators that would be willing to work in the region. A hard copy and digital booklet will be produced from this effort and accompanied by a social media outreach and education campaign.

RES 2021-37 Approve the REAP grant application

RES 2022-117 Approve a Request for Qualifications for the Motherlode ADU workbook

RES 2022-264 Approve REAP MOU

REF ID# 13420

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION: The board could direct Staff could negotiate alternative price and terms. Negative action would result in a cancelation of the project and return of grant funds.

FINANCIAL IMPACT:
The County will be reimbused by the State for project cost and recieve funds that support staff time and general administration

ATTACHMENTS:
Mother Lode ADU_Baird and Driskell(9.29.22) (PDF)

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

Attachment: Mother Lode ADU_Baird and Driskell(9.29.22) (RES-2022-586 : Agreement for Professional Services Associated with the

AGREEMENT FOR PROFESSIONAL SERVICES ASSOCIATED WITH THE MOTHERLODE REGION ADU WORKBOOK

THIS AGREEMENT ("Agreement") is made and entered into this 10th day of October, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Baird and Driskell Community Planning ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or 12/31/2023, whichever is earlier.

2. SERVICES

Contractor shall deliver an Accessory Dwelling Workbook for Mariposa, Calaveras, Amador and Nevada Counties, 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 $264,000 Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit

shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

(2) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(3) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $1,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may

Attachment: Mother Lode ADU_Baird and Driskell(9.29.22) (RES-2022-586 : Agreement for Professional Services Associated with the

be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the County, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the County, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor

Attachment: Mother Lode ADU_Baird and Driskell(9.29.22) (RES-2022-586 : Agreement for Professional Services Associated with the

hereunder; and Contractor agrees to save and hold the County, its officers, agents, and employees harmless therefrom;

(c) In the event the County, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the County, its officers, agents or employees, any and all costs and expenses incurred by the Contractor, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

Attachment: Mother Lode ADU_Baird and Driskell(9.29.22) (RES-2022-586 : Agreement for Professional Services Associated with the

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Baird and Driskell Community Planning

Barid and Driskell
2635 Benvenue Ave,
Berkeley, CA 94704

COUNTY:
Dallin Kimble, County Administrative Officer

County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

12. COMPLIANCE

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

Attachment: Mother Lode ADU_Baird and Driskell(9.29.22) (RES-2022-586 : Agreement for Professional Services Associated with the

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

Attachment: Mother Lode ADU_Baird and Driskell(9.29.22) (RES-2022-586 : Agreement for Professional Services Associated with the

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

Attachment: Mother Lode ADU_Baird and Driskell(9.29.22) (RES-2022-586 : Agreement for Professional Services Associated with the

adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

Attachment: Mother Lode ADU_Baird and Driskell(9.29.22) (RES-2022-586 : Agreement for Professional Services Associated with the

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA =	Baird and Driskell
_____ Rosemarie Smallcombe Board Chair	_____ David Driskell

APPROVED AS TO LEGAL FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: Mother Lode ADU_Baird and Driskell(9.29.22) (RES-2022-586 : Agreement for Professional Services Associated with the

Exhibit A
Scope of work

Mother Lode Region ADU Workbook

Deliverables

1a. Refine Project Plan and Coordination –Hold initial conversations with project partners to further customize the workplan and identify a communication plan. We will then lead a kickoff scoping meeting with jurisdictions, county representatives and other identified stakeholders to discuss the project goals, approach, timeline, and thoughts on engagement strategies. Although we bring a lot ADU content knowledge and models for how to collaborate to the table, we are humble and will look to attendees as project partners who understand the local context to help us tailor our work, so it is relevant. Based on input, we will finalize scope. We then propose meeting every other week with project representative(s) to ensure the project is running smoothly.

Hold Kickoff meeting
Finalize scope, tasks, and timeline
Conduct on-going project coordination

1b and 1c. Develop Outreach Plan and Conduct Engagement - Work with the project team to finalize the outreach plan. Using a community participatory model from the start, we will develop activities to hear from a diversity of local groups early in the process. What we hear will inform the development of the guidebook, related materials, and launch events. Those we speak to could include contractors, designers, those who have built ADUs, real estate professionals, permit counter staff, and homeowners and residents.

Develop Outreach Plan
Conduct outreach including but not limited to the following activities:
Outreach materials
Online surveys
Interviews
Hold launch events including up to 4 in-person (1 per county) or a mix of in-person and virtual

2. ADU Workbook – A 40-page guide for homeowners that walks them through each step of the ADU process, from thinking about it to move-in. Written in clear and accessible language that explains state and local rules, the permit process, budgeting and finance options, construction requirements, who to contact, and potential fees. We will develop one customized version for each of the four

Attachment: Mother Lode ADU_Baird and Driskell(9.29.22) (RES-2022-586 : Agreement for Professional Services Associated with the

counties. Workbooks will share general chapters, like budgeting and finance but have customized rules and process sections. Includes helpful exercises to guide owners through decisions, like understanding what they can build and questions to ask a planner and hiring a team, as well as an FAQ, glossary and ADU Process Graphic and Important Information Handout, summarizing steps and resources from the workbook. Also includes 4 print stories from across the region and 2 video stories (with photos and floorplans) of successful ADU projects that tell the story of homeowners, why they built their ADU and how it has helped them. We will work closely with the project team and county reps to identify best strategy to outreach to those who have built ADUs or are in the process.

Develop a county-specific ADU Workbook for each of the four counties with customized sections as needed (local rules and application/permit process)

Develop related materials based on Workbook, including:

Exercises

FAQ

Glossary of ADU terms

Process Graphic and Important Information Handout (4 county-specific handouts and one template for incorporated jurisdictions)

Develop 3-4 print stories

Finalize recruiting materials and announcements for counties

Run recommendation and selection process

Interview participants

Draft print stories

Work with photographer to edit and finalize

Print up to 1000 copies of Workbook

Provide 3 digital PDF versions of final Workbook (full-color for professional printing, full-color for digital viewing, black & white for at home printing); In-Design files are also available upon request

Provide Word and PDF final versions of all related materials

3. ADU Development Checklist – A checklist and graphic to guide homeowners through the ADU process, from thinking about it to COP, using examples from the state toolkit and easy-to-understand illustrations where applicable.

- **Develop a county-specific Development Checklist for each of the four counties**

4. Contractor List – Work with the project team and county reps to collect any know contacts, conduct outreach with the regional building community, then develop a contact list of licensed contractors working in the region on ADUs. If available, we will include estimate ranges for different ADU types like new, conversion and prefabricated. This list can be provided to the community as a resource for homeowners.

Attachment: Mother Lode ADU_Baird and Driskell(9.29.22) (RES-2022-586 : Agreement for Professional Services Associated with the

- **Develop Contractor List for the region**

5. Prefab Units – Work with regional building community to identify, develop and include examples from at least 4 vendors per county for the Workbook, including summary or estimate costs, definitions, and explanations.

- **Finalize 4 Prefab Unit vendors per county for inclusion in Workbooks and Prefab Plans Gallery**

6. Incentives and Finance Strategies – Examples of various programs to promote the development of ADUs as well as incentivize homeowners to rent their ADUs at affordable levels. The goal would be to identify which programs, through research and interviews, have the most promise for the region and flesh out a basic overview of options. It will be important to balance incentives with requirements, program management and monitoring, and existing networks and processes, as well as consider potential incentives for owners of existing ADUs.

- **Develop Affordable ADU Incentives and Strategies memo for the region**

7. Promotional Materials – Flyers, handouts, announcements, and/or copy and graphics for newsletters/social media promoting the workbook and related materials.

- **Provide customized print and digital materials as decided by project team** (all launch events in Word and PDF, and one set of templates in Word that are easily editable for incorporated jurisdictions as well as future events)

8. Address Lookup Tool – Bring on City Systems to customize their existing ADU address lookup tool so homeowners can enter their address and understand the rules about building an ADU that apply to them across all four counties. The tool will examine existing zones and standards and generate a custom message for the homeowner listing essential information. As an alternative, we will investigate using Symbium property look up and visualization tool.

- **Collect assessor data and local rules** from project team and county reps
- **Develop Address Lookup Tool**

9. Plans Gallery – Takes the Prefab Units deliverable one step further to include a viewable online gallery, that allows homeowners to view prefab plans, potentially pre-reviewed ADU plans made publicly available by other California jurisdictions via LEAP/REAP funding, and other plans jurisdictions chose to make available in the future. Homeowners can contact and work directly with companies to customize their plans or

Attachment: Mother Lode ADU_Baird and Driskell(9.29.22) (RES-2022-586 : Agreement for Professional Services Associated with the

address site-specific issues. We would work with the project team and county representatives to define scope, collect inputs, and timeline.

- **Develop Plans Gallery to view Prefab Plans. Can also include additional categories of plans, such as publicly available plans pre-reviewed by local jurisdictions or the state**

10. Optional: Video Stories *– same recruiting and interview process as developing print stories for the workbook, but also includes 1-2 video stories for use on websites, social media, and meetings. Only additional budget is for direct costs paid to videographer for storyboarding, filming, and editing final cuts.*

Develop 1-2 video stories
Finalize recruiting materials and announcements for counties
Run recommendation and selection process
Interview participants
Coordinate filming with participants and videographer
Work with videographer and to edit and finalize

11. Optional: ADU Calculator *– An online tool that allows homeowners to explore potential construction costs, taxes, rent, and payback periods based on where they live and the type of ADU they hope to build. It will be mobile and desktop friendly.*

Customize an interactive ADU calculator for each county for a total of four calculators*. To do so, each county will need to fill out a form providing all costs, fees, and assumptions. We will follow up with staff as needed.*

Attachment: Mother Lode ADU_Baird and Driskell(9.29.22) (RES-2022-586 : Agreement for Professional Services Associated with the

Exhibit B

Tasks	Hours	Cost*	Direct Costs**	Total	Notes
1a. Refine Project Plan and Coordination	80	$14,400	$1,100	$15,500	Finalize workplan, kickoff, on-going coordination. Direct costs for in-person meeting if needed.
1b. Outreach Plan	60	$10,800		$10,800	Develop outreach plan and activities.
1c. Conduct Outreach	100	$18,000	$4,400	$22,400	Conduct outreach at start of project, throughout as needed and up to 4 launch events at conclusion. Direct costs for advertising, printing, travel for launch/community meeting as needed.
2. ADU Workbook	flat fee	$50,000	$3,300	$53,300	Develop customized versions for each of the four counties. 35k, plus 5k for each additional county. Direct costs for regional logo, branding and graphic design.
2b. Spotlight Stories (4 Print)	flat fee	$5,000	$11,000	$5,000	Includes recruiting materials, selection process, interviews, identifying and working with photographer and final versions. Direct cost of $1,250 per print story estimated for photographs.
2c. Print Workbooks	10	$1,800	$13,200	$15,000	Includes up to 250 copies per county. Printing estimate $12 per book = $12,000 for 1000.
3. ADU Development Checklist	160	$28,800		$28,800	Develop customized checklist for each of the four counties.
4. Contractor List	100	$18,000		$18,000	Develop list for the region.
5. Prefab Units	30	$5,400		$5,400	Outreach to and working with vendors to finalize 4 prefab specs for inclusion in workbook. Hours will depend on preparedness of vendors and how much we need to develop material.
6. Incentives and Finance Strategy	120	$21,600		$21,600	Develop Affordable ADU Incentives and Strategies memo applicable to the region.
7. Promotional Materials	60	$10,800	$2,200	$13,000	Produce materials for each of the 4 counties and template materials for jurisdictions to customize. Direct costs for advertising and printing if needed.
8. Can I Build an ADU?	15	$2,700	$5,500	$8,200	Direct costs to City Systems ($5,500) or Symbium to develop.
9. Prefab Plans Gallery	flat fee	$20,000		$20,000	Develop a website to view/search prefab plans collected through Task 5 and possibly publicly available pre-reviewed plans developed by other jurisdictions through REAP/LEAP funding. Allows homeowners to view and compare.
Subtotal	***735***	***$207,300***	***$40,700***	***$248,000***	
Optional Tasks					
10. ADU Calculator	flat fee	$10,000		$10,000	Develop 4 versions, one for each county, allowing homeowners to estimate construction costs, fees, potential rents and other metrics based on ADU size.
2b. Spotlight Stories (1-2 Videos)	flat fee	included in 2b	$6,000	$6,000	Includes recruiting materials, selection process, interviews, working with videographer and final versions. $3k per video.
Total	***735***	***$217,300***	***$46,700***	***$264,000***	

*Average hourly rate of $180 per hour
**Includes 10% subcontractor management fee

Attachment: Mother Lode ADU_Baird and Driskell(9.29.22) (RES-2022-586 : Agreement for Professional Services Associated with the

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-587

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Additional 1.0 Allocation in Public Works Department

---

RECOMMENDATION AND JUSTIFICATION:
Approve Increasing the Public Works Accounting Technician I/II Allocations by 1.0, Effective July 1, 2022.

This item would increase the accounting technician I/II allocations from 1 to 2 in the Public Works Department. This adjustment is requested to correct an error made in the employee allocation schedule approved by the Board on June 28, 2022 as part of the FY23 budget process. If approved, Public Works will have 1.5 accounting technician I/II's paid from the Local Transportation fund 3033 and 0.5 accounting technician I/II's paid from the Roads fund 3300.

Public Works requested the additional allocation as part of the budgeting process to cover the following responsibilities. In support of Roads, the accounting technician will support the annual roads audit by reviewing time cards; managing inventory, cost centers, and coding invoices; and tracking SB1 projects. In support of Transportation Planning, the accounting technician will review award packages, determine allocation requirements, and prepare close-out packages.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Per current policy, the Board of Supervisors must approve changes in position allocations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the allocation. Staff will continue to meet administrative demands of the Roads and Local Transportation divisions.

FINANCIAL IMPACT:
There is no general fund impact for this allocation as it will be funded in the Local Transportation and Roads funds

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

REF ID# 13426

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-588

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve the Agreement to Purchase 16 Additional InSync User Licenses

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Service Change Form Agreement to purchase 16 additional user licenses for our InSync Software platform from Qualifacts Systems, LLC at a cost of $49,307 plus ongoing Support, Maintenance, and Hosting at $27 per license per month; and Authorize the Board of Supervisors Chair to Sign the Agreement.

InSync Healthcare Solutions, LLC (InSync) and the InSync software platform are now a part of Qualifacts Systems, LLC.

InSync Healthcare Solutions, LLC (InSync) provides extensive support and hosting of their Electronic Health Record Information System that is essential to the operation of Mariposa County Behavioral Health. It is more cost efficient for the County to contract with InSync for their software system and their associated services than attempt to duplicate their services. The costs for additional qualified Information Technology (IT) personnel, information security, client insurance eligibility updates, and electronic prescribing of medications would exceed the costs of this contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved the agreement on December 10, 2019 through Resolution Number 2019-692.

Board of Supervisors approved First Amendment to the agreement on December 1, 2020 through Resolution Number 2020-698.

Board of Supervisors approved Term Sheet with InSync on December 22, 2020 through Resolution Number 2020-740.

Board of Supervisors approved Second Amendment to the agreement on February 2, 2022 through Resolution Number 2022-126.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, Health and Human Services would experience difficulty in achieving the optimal level of support for its claiming and clinical documentation software.

FINANCIAL IMPACT:

REF ID# 13205

The cost of this agreement will be spread over several budget units (Behavioral Health, Alcohol & Drug, and Mental Health Services Act) based on the benefit to each unit and is incorporated in the FY22-23 budget. There is no impact to the General Fund.

ATTACHMENTS:
First Amend. InSync TandC Wallsignatures (PDF)
SCF - InSync Platform - AddOn Products for County of Mariposa- September 9, 2022 v2 (PDF)
InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (PDF)
MCBH InSync Term Sheet 12 Additional Providers 2022 - Feb 16 2022 (PDF)
InSync Healthcare Solutions 2nd Amendment - Wsignatures - Res. #2022-126 (PDF)

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

Additional Terms

• Customer's access to and continued use of the Software and Services (including RCM Services, if applicable) is subject to acceptance of InSync HCS's Terms and Conditions of Use and Account Agreement and, if applicable, the InSync HCS RCM Terms and Conditions Agreement. The General Terms and Conditions and the RCM Terms and Conditions are incorporated into this term sheet. ***Customer will be required to accept such terms and conditions online upon login and should review such documents in detail to ensure compliance all terms and conditions.**

• Third party add-on software modules and services may be subject to such additional terms and conditions, fees, and limitations that may be made available to Customer in writing from time to time. Such fees will be billed separately by InSyncHCS.

• Total Upfront Costs are due upon execution of this Term Sheet. All reoccurring fees (and third party fees) are subject to increase from time to time are due and payable on the first calendar day of each month and must be paid by ACH (auto-debit) or credit card only. **CUSTOMER AGREES AND ACKNOWLEDGES THERE ARE NO REFUNDS FOR ANY UPFRONT COSTS (INCLUDING LICENSE PURCHASE FEES), RECURRING FEES, OR THIRD PARTY FEES.**

• Service Exclusivity (If using InSync RCM services). Practice acknowledges that InSync RCM Services will have the exclusive rights to perform all components of billing and collections for services rendered by the Practice to their patients and/or clients on or after the acceptance of this Agreement. Practice acknowledges that it will not outsource or perform inhouse or within another department of the Practice any components of its billing and collections for all services rendered by the Practice during the effective term of this Agreement.

• Customer and InSyncHCS expressly agree that: (1) the exclusive jurisdiction for any dispute between the Parties (whether relating to this Agreement or otherwise) shall be the court of record for Hillsborough County, Florida; and (2) prior to filing any cause of action, or legal proceeding, the Parties agree that they will first be required to attend in-person mediation in Tampa, FL. Both Parties agree to send a representative with full settlement authority to the mediation. All mediation costs (excluding a party's travel costs) shall be split between the Parties. The foregoing, the pre-suit mediation requirement will be waived and not required in the event InSyncHCS brings an action against Customer for unpaid fees

• Financing options for license purchases are available through InSyncHCS's capital funding partner(s) and are subject to credit approval.

Client Initials KC

Value-Added and Third-Party Products & Services

		Unit Price	QTY	Client Initials
Clearinghouse Fee				
Unlimited HCFA Electronic Claims, ERAs and Secondary Claims from Participating Payers.	**Per provider NPI/month**	$25	2	KC
Transaction based HCFA clearinghouse plan. Transaction defined as Claim submission, Rejection, Claim re-submission, and ERA.	**Per provider NPI/transaction**	$0.39	0	
NOTE: 90 day notice to change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.				
Paper HCFA Claim Submission	**Per practice/transaction**	$0.89	0	
Worker's Comp HCFA claim submission with attached encounter notes	**Per practice/transaction**	$0.89	0	
UB-04 Submission plan with 500 transactions per month included under facility NPI for $29. Each additional 500 transactions under facility NPI billed at $29.	**Per facility NPI/month**	$29	0	
Estimated numbers of monthly claims batches based on data supplied by customer			0	
Real-Time Insurance Eligibility Check				
Unlimited monthly transactions per Provider NPI	**Per provider NPI/month**	$29	2	KC
Transaction based eligibility plan. Transaction defined as each patient eligibility check.	**Per provider NPI/transaction**	$0.39	0	
NOTE: 90 day notice for change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.				
Group NPI plan with 500 eligibility transactions per month included under group NPI for $29. Each additional 500 transactions under group NPI billed at $29. Not all insurance companies accept group NPI.	**Per Group NPI/month**	$29	0	
Estimated numbers of eligibility monthly batches based on data supplied by customer			0	
ClaimStaker (Powered by Alpha II) for Claim Scrubber	**Per provider/month**	$65	0	
Medication Management Package (InSyncRx)	**Per provider/month**	$25	0	
Patient hand-outs in 18 languages and comprehensive doctor's drug reference from GSDD Allergy, Drug and Pregnancy interaction review from GSDD Comprehensive managed care formularies from SureScripts, including Medicare Part D and Medicaid RxHub: managed care interface for all-doctor drug history and electronic mail-order				
Integrated ePrescribing for Controlled Substances - EPCS (InSyncRx)	**Per provider/1 time setup**	$150	0	
Setup and Training on e-prescribing and prescription management for controlled substances. Requires Identity Proofing and two-factor authentication. **NOTE**: This service also requires an $100 Identity Proofing fee payable directly to Exostar in addition to the $150 InSync setup fee.				
Outsourced Patient Statement Submission	**Per statement fee (1st pg)**	$0.94	0	
Paper statements Monthly minimum of $20 applies.	**Each additional page**	$0.28		
E-Statements	**Per statement**	$0.30	0	
Appointment Reminder Service (Powered by AlertSolutions) One-time set-up fee of $95 applies; Monthly minimum fee of $25 applies; by signing up for appointment reminders you will be set up for all three services Text Message Reminders are $0.14 for first 160 characters. Additional characters will be charged $0.14 for each additional page.	**Per minute (phone)** **Per text** **Per email**	$0.14 $0.14 $0.07	0	
	Initial setup fee of $95	$95		
ASAM Form ASAM 6 Dimensions of Care. First year included in total upfront cost.	**Per provider/year**	$24	0	
Unlimited Telemedicine Integration (Powered By Zoom) Unlimited telemedicine visits.	**Per provider/month**	$39	0	
Scanner with Insurance Card & Driver's License OCR Integration *(SnapShell IDR w/.Net OCR Powered by Card Scanning Solutions Inc.)* Optical Character Recognition (OCR) for extracting discrete data elements from scanned Drivers License, IDs and Insurance Cards and populating them directly into fields available on Demographics and Insurance page. NOTE: All OCR devices are warranted by manufacturer for a maximum of 12 months from date of purchase. NOTE: Devices returned other than for defect will be refunded, subject to a 30% restocking fee.	**Per scanner** Additional charges: Initial setup fee of $95/scanner $45 shipping/handling $149/scanner annual maintenance & support fee	$1,095 $95 $45	0	

Attachment: First Amend. InSync TandC Wallsignatures (RES-2022-588 : Approve the Agreement to Purchase 16 Additional InSync User

Electronic Signature Pad with Integration *(SignatureGem Backlit LCD 1X5 Powered by Topaz Systems Inc.)* Electronic LCD signature pad to capture patients' signature on custom forms; eliminates the need to print and scan the forms back into the system **NOTE:** All signature pad devices are warranted by manufacturer for a maximum of 12 months from date of purchase.) **NOTE:** Devices returned other than for defect will be refunded, subject to a 30% restocking fee.	**Per signature pad** Additional charges: Initial setup fee of $95/scanner $45 shipping/handling $149/pad annual maintenance & support fee	$395 $95 $45	0 0	
InSyncHCS Direct - Organization Account (Powered by Secure Exchange Solutions) Practice email account using the DIRECT protocol for securely sharing healthcare information between referring providers; Required for Meaningful Use Stage 2 (one per practice)	**Per practice/ month**		0	
InSyncHCS Direct - Individual Account *(Powered by Secure Exchange Solutions)* Individual provider personal email account (or per practice organizational account for non-EMR customers) using the DIRECT protocol for securely sharing healthcare information between referring providers	**Per email address/ month**	$15	0	
Electronic Fax – Inbound (Powered by Interfax) Up to 500 inbound pages included per fax line per month	**Per fax line/month** **Toll-Free Number** **Port Current Number** Additional charges: 10 cents/each add'tl page over 500 One-time setup fee of $95 applies	$25 $19 $40 $95	0 0 0	
Electronic Fax – Outbound (Powered by Interfax)	**Per page**	$0.12	0	

Training Plan

			QTY		Client Initials
Onsite Discovery InSync certified trainer will spend a minimum of 2 days onsite at the practice to gain a full understanding of workflows, content, and all practice specific needs.	**2-Day Minimum**	***Included***	0	Days	
Onsite Training InSync certified trainer will spend a minimum of 3 days onsite at the practice training superusers and staff.	**3-Day Minimum**	***Included***	0	Days	
Onsite Trips Total number of trainer travel trips included in overall training plan	**Airfare Included**	***Included***	0	Trips	
Remote Training Remote training hours conducted by InSync certified trainer	**20-Hour Minimum**	***Included***	0	Hours	

Value-Added and Third-Party Products & Services (CONT)

			QTY	Client Initials
Data Import **Option A** Import of basic patient demographic, insurance master files, providers, and referring providers from .xlsx or pipe delimited .csv. • *Client will provide data in specified format.* • *Only fields provided will be converted*		***Included***	0	
Option B Includes Option A plus the conversion of clinical data which includes patient charts, medical history, treatment history, lab results, insurance records and other documents. • *All Clinical Data must be provided to InSync in PDF format. Any other formats will not be converted. Data Index file may be required to name documents appropriately.* • *Clinical Data is converted as PDF attachments in the document manager.* • *This option includes up to 50 GB of data. Anything over 50 GB will incur an additional cost.*		***Included***	0	
******NOTE: Any import/export of data in format other than .xlsx, pipe (|) delimited, or C-CDA will incur additional charges for data formatting.*** ***This fee is due to InSync. Your current software may charge for any data extractions. This is outside of the fees paid to InSync.** ****All Data Migration/Conversion services are provided as a convenience for our customers. InSyncHCS assumes no liability with regards to the accuracy, integrity or validity of migrated or extracted data.**				
HL7 Link to 3rd Party Software • *Upon development scope and confirmation*			0	
State Data Submission Practice agrees to use InSync's existing state data submission functionality. If additional development is required, project is subject to Statement of Work and any fees associated with it.			0	
MIPS Submission Service InSync will setup and train practice on MIPS submission though the InSync software. ****Client will incur an additional fee based on submission method and number of measures***		Request activation	0	
Medical Transcription	**Ask for quote**			
General Consulting Services (Remote) Includes any IT related services required/requested by clients for maintenance and administration of onsite application servers.	**10-hour minimum**		0	

Attachment: First Amend. InSync TandC Wallsignatures (RES-2022-588 : Approve the Agreement to Purchase 16 Additional InSync User

Comments:

This agreement serves to add 10 total licenses, 2 of which are in use currently and an additional 8 to be used by the practice at a later date.
Based on the current provider count, InSync will not increase Support, Maintenance, and Hosting by more than 5% in a given year.

Practice Legal Name:	Mariposa County Behavioral Health
DBA:	Mariposa County Behavioral Health
Address:	5360 Lemee Lane
City, State, Zip:	Mariposa, CA, 95338
Phone:	209-742-0821
Fax:	
Email:	lrumfelt@mariposahsc.org
Contact Name:	Lynn Rumfelt

Authorized Signature: Kevin Cann

(Please Note: By signing this document you are confirming that you are authorized to make commitments on behalf of the medical practice and affirm acceptance of the software "as-is", that the signor had satisfied themselves the software is suited for their intended purpose. If there are any exceptions they must be listed in the above comment section.)

Name: Kevin Cann

Title: Chair

Date:

InSync Healthcare Solutions, LLC

By:

Name: Robert Thorpe II

Title: President + EVP of Sales

Effective Date: 1/20/2021

Company Name:	InSync Healthcare Solutions, LLC
Address:	8408 Benjamin Road
City, State, Zip:	Tampa, FL 33634
Phone:	813-563-8130
Fax:	732-200-3308
Sales Person:	Tony Spino

Customer hereby authorizes InSync Healthcare Solutions to initiate monthly debit entries for the amount due as per this agreement from the Customer's financial account or credit card account named below.

I understand and agree that payment will be withdrawn through an auto pay system monthly/anually. Client Initials [ ]

Initial One Option

I decline signing up for auto pay and accept the $10 check service fee per month for payment with check Client Initials [KC]

Desired Delivery of Invoice: **Paper (mailed USPS)**

ACH Authorization:

Customer's Financial Institution: _____ City/State: _____

Name on Account: _____ Account Type: □ Checking □ Savings

Routing / ABA No: _____ Account No: _____

Credit Card: Name on Card: _____

Card Type: □ Visa □ Master Card Card No.: _____

Billing Address: _____ Expiration Date: _____ Security Code: _____

Version 2.02

APPROVED AS TO FORM:
Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: First Amend. InSync TandC Wallsignatures (RES-2022-588 : Approve the Agreement to Purchase 16 Additional InSync User

QUALIFACTS™

SERVICE CHANGE FORM

Customer Name:	County of Mariposa
Contact Name:	Randy Ridenhour
Address:	5362 Lemee Lane, Mariposa, CA 95338
Phone Number:	(209) 742-0822
Email Address:	rridenhour@mariposacounty.org
Effective Date:	
Platform:	InSync

This Service Change Form is made as of the Effective Date set forth above between Qualifacts Systems, LLC ("Vendor"), a Delaware limited liability company having its principal place of business at 315 Deaderick Street, Suite 2300, Nashville, Tennessee 37238, and the Customer identified above. This Service Change Form is made pursuant to, and is governed by, the Terms and Conditions between Vendor and Customer for the InSync platform available on Vendor's website (the "Agreement"). Defined terms used but not defined in this Service Change Form are as defined in the Agreement.

MODIFICATION IN CUSTOMER'S MONTHLY RECURRING CHARGES

THE FOLLOWING PURCHASED PROVIDERS & MONTHLY RECURRING CHARGES ARE BEING ADDED TO CUSTOMER'S AGREEMENT:

#	Product	Term Start Date	Term End Date	Unit	Quantity	Sales Price	Total Price
1.	InSync Core Software - Named Perpetual	September 1, 2022	TBD	Per Provider	16	$2,500.00	$40,000.00
						Total Purchased Licenses:	**$41,237.00**
Add-On Products:							
2.	InSync - EPCS	September 1, 2022	December 31, 2022	Per Prescriber	1	$0.00	$0.00
3.	InSync - eRx	September 1, 2022	December 31, 2022	Per Prescriber	1	$25.00	$25.00
4.	InSync Hosting - Monthly	September 1, 2022	December 31, 2022	Per Provider User	16	$9.00	$144.00
5.	InSync Maintenance - Monthly	September 1, 2022	December 31, 2022	Per Provider User	16	$9.00	$144.00
6.	InSync Support - Monthly	September 1, 2022	December 31, 2022	Per Provider User	16	$9.00	$144.00
7.	Telemedicine Module	September 1, 2022	December 31, 2022	Per Provider	20	$39.00	$780.00
						Total Monthly Charges:	**$1,237.00**

THE FOLLOWING ONE-TIME CHARGES HAVE BEEN ADDED TO CUSTOMER'S AGREEMENT:

#	Product	Invoice Date	Unit	Quantity	Sales Price	Total Price
8.	InSync - EPCS - Setup Fee	Upon Effective Date	Per Prescriber	1	$150.00	$150.00
9.	InSync Purchased License 1x Fee	Per Contract Terms	Due Upon Effective Date	16	$495.00	$7,920.00

Attachment: SCF - InSync Platform - AddOn Products for County of Mariposa- September 9, 2022 v2 (RES-2022-588 : Approve the Agreement to

QUALIFACTS™

Total One-Time Charges:	**$8,070.00**

Quantities included herein are contractual minimums regardless of actual usage. If actual usage exceeds contracted amounts in a given month, Customer will be invoiced for the actual peak number of Transactions or applicable products for that month. Invoicing will begin upon effective date and will be reflected on the next invoicing cycle if not otherwise noted in the product language.

The original or copies, including facsimile transmissions, of this SCF may be executed in counterparts, each of which shall be an original against any party whose signature appears on such counterpart and all of which together shall constitute one and the same agreement.

Authorized representatives of the parties have executed this SCF, effective upon the last date below ("SCF Effective Date").

PRODUCT DESCRIPTIONS

1. **InSync Core Software - Named Perpetual** – Core Software is the web-based Electronic Health Record and Practice Management software, hosted and maintained by the Vendor for the Customer. The Customer is responsible for notifying the Vendor of any changes to active and inactive providers on a monthly basis. Should the Customer purchase any module and/or feature requiring unique Named User counts (e.g., eRx, EPCS, Telehealth, etc.), the Customer shall assume all responsibility for managing its Named User counts.

   Provider User fees are billed based on the total count of providers and clinical users documenting within the system. These users are defined as those administering or delivering direct patient care, or providers requiring a National Provider Identification (NPI) Number for payment or reimbursement. This typically includes, but is not limited to, the following: Physicians, Physician Assistants, Midwives, Nurse Practitioners, Registered Nurse, Nurse Anesthetists, Dentists, Denturists, Chiropractors, Clinical Social Workers, Psychologists, Psychiatrists, Physical Therapists, Occupational Therapist, Speech Language Pathologists/Therapist, etc.

   For purposes of this Term Sheet, the Vendor's normal support business hours are Monday through Friday, 7:30 AM – 7:00 PM Eastern time. "Customer Training" is defined by options outlined later in this document within the Project Plan if applicable.

2. **InSync – EPCS** – Vendor allows the prescriber to prescribe EPCS (Electronic Prescription for Controlled Substance) drugs. EPCS provider should have been DEA certified. As a part of regulatory requirement, EPCS module needs 2-factor authentication for the prescribers to electronically prescribe controlled substance.

   Vendor supports 2 types of tokens for 2-factor authentication: Hard Token and Soft Token (Authy app).

   - 1st level authentication can be completed through an online identity verification process which requires hard token for ID proofing.
   - 2nd level authentication can be completed through soft token (authy app) via mobile phone (iOS and Android).
   - A key fob is available for purchase at a cost of $50.00. Replacement key fobs are subject to the $50.00 purchase fee. Setup and Training on e-prescribing and prescription management for controlled substances. Requires Identity Proofing and two-factor authentication. NOTE: This service also requires an annual $100.00 Identity Proofing fee payable directly to Exostar.

3. **InSync – eRx** - – Vendor's eRx module allows providers to prescribe medications for their patients. Vendor has developed its own in-house module that allows practices to prescribe medications for their patients/consumers.

   Patient/Consumer hand-outs in eighteen (18) languages and comprehensive doctor's drug reference from GSDD.Allergy, Drug and Pregnancy interaction review from GSDD. Comprehensive managed care formularies from SureScripts, including Medicare Part D and Medicaid. RxHub: managed care interface for all-doctor drug history and electronic mail-order. Below are the key features that Vendor offers with the eRx module.

   - Full integrated drug database
   - Drug-Drug Interactions, Drug-Allergy Interactions, Drug-Disease Interactions, Food Caution
   - Electronic transmitting drug to pharmacies
   - Ability to transmit generic medications
   - Drug Benefit Card
   - Coverage details based on patient's eligibility
   - Medications History – Rx History & PDMP History
   - Electronic Prior Authorization
   - NCPDP Formulary
   - Ability to receive refill requests from pharmacy

Attachment: SCF - InSync Platform - AddOn Products for County of Mariposa- September 9, 2022 v2 (RES-2022-588 : Approve the Agreement to

- Pharmacy change requests
- Schedule medications

4. **InSync Hosting - Monthly** – Core Software monthly hosting fee for purchased licenses.

5. **InSync Maintenance - Monthly** – Core Software monthly maintenance fee for purchased licenses.

6. **InSync Support - Monthly** – Core Software monthly support fee for purchased licenses.

7. **Telemedicine Module** – Vendor offers an integrated telehealth solution as an add on service per provider. We partner with Zoom for HIPAA compliant video/telehealth services. It includes access to group sessions and a waiting room.

8. **InSync – EPCS – Setup Fee** - One-Time setup fee per Prescriber for EPCS.

9. **InSync Purchased License 1x Fee** – One-Time setup fee for Provider purchased license.

Signature:

Email: jamie.gossen@qualifacts.com

Title: Mgr, Contracts

COUNTY OF MARIPOSA		QUALIFACTS SYSTEMS, LLC	
By:		**By:**	*Jeremy Landa*
Print:		**Print:**	Jeremy Landa
Title:		**Title:**	CFO
Date:		**Date:**	Sep 12, 2022

Attachment: SCF - InSync Platform - AddOn Products for County of Mariposa- September 9, 2022 v2 (RES-2022-588 : Approve the Agreement to

MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services · (209) 9(

RESOLUTION - ACTION REQUESTED 2019-692

MEETING: December 10, 2019

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: InSync Healthcare Solutions, LLC EHR Agreement with Behavioral Health

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with InSync Healthcare Solutions, LLC to Provide Electronic Health Record Information System software, technical support and all pay sources claiming services to Behavioral Health in an Amount Not to Exceed $190,835 for purchase of Software and Setup plus $2,746 per month "3rd Party Fees", plus $1,323 per month "Support, Maintenance, Hosting;" Approve the InSync Terms and Conditions Agreement; and Authorize the Board of Supervisors Chair to Sign the Agreements.

InSync Healthcare Solutions, LLC (InSync) provides extensive support and hosting of their Electronic Health Record Information System that is essential to the operation of Mariposa County Behavioral Health. It is more cost efficient for the County to contract with InSync for their software system and their associated services than attempt to duplicate their services. The costs for additional qualified Information Technology (IT) personnel, information security, client insurance eligibility updates, and electronic prescribing of medications would exceed the costs of this contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is a new agreement with InSync. InSync will replace our previous EHR vendor, Kings View. These services are necessary to efficiently manage our client records and claiming processes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, Behavioral Health would be without vital support for its claiming and clinical documentation software. An alternate contractor could be sought, or Behavioral Health could attempt to provide qualified IT and other staff to duplicate InSync's services. Behavioral Health would be at a loss to provide such technical services for the near term, and costs would likely exceed the InSync agreement costs.

FINANCIAL IMPACT:
The cost of this agreement will be spread over several budget units (Behavioral Health, Alcohol & Drug, Whole Person Care, Health, and Mental Health Services

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

Resolution - Action Requested 2019-692

Act) based on number of staff assigned to each unit and is incorporated in the FY19-20 budget. There is no impact to the General Fund.

ATTACHMENTS:
InSync Proposal - Purchase - Mariposa County 11.22 - Upfront - Comments Added(PDF)
InSync Terms and Conditions Signed (PDF)

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

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

PM/EMR Software & Services Term Sheet

Number of Providers:	29	Customer Name (Legal Entity Name):	Mariposa County Behavioral Health
Number of Case Managers:	20	Practice Name:	Mariposa County Behavioral Health
		Date of Term Sheet:	11/22/2019
		Price Validity:	12/31/2019
TOTAL NUMBER OF PROVIDERS:	49	1st 3rd Party Invoice date:	2/1/2019

Client Initials

Package, Licensing & Term Options

	InSync® PM	InSync® EMR	InSync® PM+EMR	InSync® PM+EMR plus RCM
	License Purchase	License Purchase	License Purchase	Subscription
License Term			Purchase	
Total Upfront Costs			$190,835	
3rd Party Fees			*$2,746*	

	InSync® PM	InSync® EMR	InSync® PM+EMR	InSync® PM+EMR plus RCM
EMR		•	•	•
Practice management (Billing)	•		•	•
Scheduler	•	•	•	•
Patient registration	•	•	•	•
Document management	•	•	•	•
Secure messaging	•	•	•	•
Meaningful Use tools		•	•	•
Reporting	•	•	•	•
Patient portal		•	•	•

Professional Services Included

Implementation & Project Management	10 Hours	10 Hours	20 Hours	20 Hours
RCM (Medical Billing) Service				•
	License Purchase	License Purchase	License Purchase	License Purchase
Software Maintenance & Standard Updates	Year 1 Included	Year 1 Included	Year 1 Included	Included
Customer Support (Toll-free phone, email, web)	Year 1 Included	Year 1 Included	Year 1 Included	Included
Hosting	Year 1 Included	Year 1 Included	Year 1 Included	Included

Support, Maintenance & Hosting Fees

*(For license purchase customers only – **All included in first year of term** and billed annually in advance each year thereafter)*

		Unit Price	QTY	Client Initials
Support, Maintenance & Hosting Fees	Per provider/month	$27	49	

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

Additional Terms

• Customer's access to and continued use of the Software and Services (including RCM Services, if applicable) is subject to acceptance of InSync HCS's Terms and Conditions of Use and Account Agreement and, if applicable, the InSync HCS RCM Terms and Conditions Agreement. The General Terms and Conditions and the RCM Terms and Conditions are incorporated into this term sheet. ***Customer will be required to accept such terms and conditions online upon login and should review such documents in detail to ensure compliance all terms and conditions.**

• Third party add-on software modules and services may be subject to such additional terms and conditions, fees, and limitations that may be made available to Customer in writing from time to time. Such fees will be billed separately by InSyncHCS.

• Total Upfront Costs are due upon execution of this Term Sheet. All reoccurring fees (and third party fees) are subject to increase from time to time are due and payable on the first calendar day of each month and must be paid by ACH (auto-debit) or credit card only. **CUSTOMER AGREES AND ACKNOWLEDGES THERE ARE NO REFUNDS FOR ANY UPFRONT COSTS (INCLUDING LICENSE PURCHASE FEES), RECURRING FEES, OR THIRD PARTY FEES.**

• Service Exclusivity (If using InSync RCM services). Practice acknowledges that InSync RCM Services will have the exclusive rights to perform all components of billing and collections for services rendered by the Practice to their patients and/or clients on or after the acceptance of this Agreement. Practice acknowledges that it will not outsource or perform inhouse or within another department of the Practice any components of its billing and collections for all services rendered by the Practice during the effective term of this Agreement.

• Customer and InSyncHCS expressly agree that: (1) the exclusive jurisdiction for any dispute between the Parties (whether relating to this Agreement or otherwise) shall be the court of record for Hillsborough County, Florida; and (2) prior to filing any cause of action, or legal proceeding, the Parties agree that they will first be required to attend in-person mediation in Tampa, FL. Both Parties agree to send a representative with full settlement authority to the mediation. All mediation costs (excluding a party's travel costs) shall be split between the Parties. The foregoing, the pre-suit mediation requirement will be waived and not required in the event InSyncHCS brings an action against Customer for unpaid fees

• Financing options for license purchases are available through InSyncHCS's capital funding partner(s) and are subject to credit approval.

Client Initials MSM

Value-Added and Third-Party Products & Services

		Unit Price	QTY	Client Initials
Clearinghouse Fee				
Unlimited HCFA Electronic Claims, ERAs and Secondary Claims from Participating Payers.	**Per provider NPI/month**	$25	49	MSM
Transaction based HCFA clearinghouse plan. Transaction defined as Claim submission, Rejection, Claim re-submission, and ERA. ***NOTE:*** 90 day notice to change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.	**Per provider NPI/transaction**	$0.39	0	
Paper HCFA Claim Submission	**Per practice/transaction**	$0.89	0	
Worker's Comp HCFA claim submission with attached encounter notes	**Per practice/transaction**	$0.89	0	
UB-04 Submission plan with 500 transactions per month included under facility NPI for $29. Each additional 500 transactions under facility NPI billed at $29.	**Per facility NPI/month**	$29	0	
Real-Time Insurance Eligibility Check **Unlimited** monthly transactions per Provider NPI	**Per provider NPI/month**	$29	49	MSM
Transaction based eligibility plan. Transaction defined as each patient eligibility check. ***NOTE:*** 90 day notice for change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.	**Per provider NPI/transaction**	$0.39	0	
Group NPI plan with 500 eligibility transactions per month included under group NPI for $29. Each additional 500 transactions under group NPI billed at $29.	**Per Group NPI/month**	$29	0	
ClaimStaker (Powered by Alpha II) for Claim Scrubber	**Per provider/month**	$65	0	
Medication Management Package (InSyncRx) Patient hand-outs in 18 languages and comprehensive doctor's drug reference from GSDD Allergy, Drug and Pregnancy interaction review from GSDD Comprehensive managed care formularies from SureScripts, including Medicare Part D and Medicaid RxHub: managed care interface for all-doctor drug history and electronic mail-order	**Per provider/month**	$25	4	MSM
Integrated ePrescribing for Controlled Substances - EPCS (InSyncRx) Setup and Training on e-prescribing and prescription management for controlled substances. Requires Identity Proofing and two-factor authentication. **NOTE:** This service also requires an $100 Identity Proofing fee payable directly to Exostar in addition to the $150 InSync setup fee.	**Per provider/1 time setup**	$150	4	MSM
Outsourced Patient Statement Submission Paper statements Monthly minimum of $20 applies.	**Per statement fee (1st pg)** **Each additional page**	$0.94 $0.28	0	
E-Statements	**Per statement**	$0.30	0	
Appointment Reminder Service (Powered by AlertSolutions) One-time set-up fee of $95 applies; Monthly minimum fee of $25 applies; by signing up for appointment reminders you will be set up for all three services	**Per minute (phone)** **Per text** **Per email** **Initial setup fee of $95**	$0.14 $0.14 $0.07 $95	1	MSM
Telemedicine Integration	**Per minute**	$0.10	0	
Scanner with Insurance Card & Driver's License OCR Integration *(SnapShell IDR w/.Net OCR Powered by Card Scanning Solutions Inc.)* Optical Character Recognition (OCR) for extracting discrete data elements from scanned Drivers License, IDs and Insurance Cards and populating them directly into fields available on Demographics and Insurance page. NOTE: All OCR devices are warranted by manufacturer for a maximum of 12 months from date of purchase. NOTE: Devices returned other than for defect will be refunded, subject to a 30% restocking fee.	**Per scanner** Additional charges: Initial setup fee of $95/scanner $45 shipping/handling $149/scanner annual maintenance & support fee	$1,095 $95 $45	1	MSM MSM MSM

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

Electronic Signature Pad with Integration *(SignatureGem Backlit LCD 1X5 Powered by Topaz Systems Inc.)* Electronic LCD signature pad to capture patients' signature on custom forms; eliminates the need to print and scan the forms back into the system **NOTE:** All signature pad devices are warranted by manufacturer for a maximum of 12 months from date of purchase.) **NOTE:** Devices returned other than for defect will be refunded, subject to a 30% restocking fee.	**Per signature pad** Additional charges: Initial setup fee of $95/scanner $45 shipping/handling $149/pad annual maintenance & support fee	$395 $95 $45	0	
InSyncHCS Direct - Organization Account (Powered by Secure Exchange Solutions) Practice email account using the DIRECT protocol for securely sharing healthcare information between referring providers; Required for Meaningful Use Stage 2 (one per practice)	**Per practice/ month**		0	
InSyncHCS Direct - Individual Account *(Powered by Secure Exchange Solutions)* Individual provider personal email account (or per practice organizational account for non-EMR customers) using the DIRECT protocol for securely sharing healthcare information between referring providers	**Per email address/ month**	$15	0	
Electronic Fax – Inbound (Powered by Interfax) Up to 500 inbound pages included per fax line	**Per fax line/month** **Toll-Free Number** **Port Current Number** Additional charges: 10 cents/each add'tl page over 500 One-time setup fee of $95 applies	$25 $19 $40 $95	0 0 0	
Electronic Fax – Outbound (Powered by Interfax)	**Per page**	$0.12	0	

Training Plan

			QTY		Client Initials
Onsite Discovery InSync certified trainer will spend a minimum of 2 days onsite at the practice to gain a full understanding of workflows, content, and all practice specific needs.	**2-Day Minimum**	***Included***	4	Days	MSW
Onsite Training InSync certified trainer will spend a minimum of 3 days onsite at the practice training superusers and staff.	**3-Day Minimum**	***Included***	20	Days	MSW
Onsite Trips Total number of trainer travel trips included in overall training plan	**Airfare Included**	***Included***	6	Trips	MSW
Remote Training Remote training hours conducted by InSync certified trainer	**20-Hour Minimum**	***Included***	20	Hours	MSW

Value-Added and Third-Party Products & Services (CONT)

			QTY	Client Initials
Data Import **Option A** Import of basic patient demographic, insurance master files, providers, and referring providers from .xlsx or pipe delimited .csv. • *Client will provide data in specified format.* • *Only fields provided will be converted*		***Included***	0	
Option B Includes Option A plus the conversion of clinical data which includes patient charts, medical history, treatment history, lab results, insurance records and other documents. • *All Clinical Data must be provided to InSync in PDF format. Any other formats will not be converted. Data Index file may be required to name documents appropriately.* • *Clinical Data is converted as PDF attachments in the document manager.* • *This option includes up to 50 GB of data. Anything over 50 GB will incur an additional cost.*		***Included***	1	MSW
***This fee is due to InSync. Your current software may charge for any data extractions. This is outside of the fees paid to InSync.** ****All Data Migration/Conversion services are provided as a convenience for our customers. InSyncHCS assumes no liability with regards to the accuracy, integrity or validity of migrated or extracted data.**				
HL7 Link to 3rd Party Software • *Upon development scope and confirmation*			0	
Lab/ Imaging/ Radiology Integration **Upon Lab/ Imaging/ Radiology Company Approval* Electronically send lab orders and receive results with the ability to interface with over 50 labs across the country, including LabCorp and Quest Diagnostics; Auto-delivery reduces need for faxing, scanning and uploading attachments	Request activation		0	
MIPS Submission Service InSync will setup and train practice on MIPS submission though the InSync software. ****Client will incur an additional fee based on submission method and number of measures***	Request activation		0	
Medical Transcription	**Ask for quote**			
General Consulting Services (Remote) Includes any IT related services required/requested by clients for maintenance and administration of onsite application servers.	**10-hour minimum**		0	

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

Comments:

Based on the current provider count, InSync will not increase Support, Maintenance and Hosting by more than 5% in a given year.
InSync has committed to employ, as soon as possible, a dedicated resource to stay up to date with California mental health behavioral health and substance abuse regulations.

Authorized Signature: MS Mun

(Please Note: By signing this document you are confirming that you are authorized to make commitments on behalf of the medical practice and affirm acceptance of the software "as-is", that the signor had satisfied themselves the software is suited for their intended purpose. If there are any exceptions they must be listed in the above comment section.)

Customer Legal Name: County of Mariposa

Address:

City, State, Zip:

Phone:

Fax:

Email

Contact Name:

Name: MILES MENETREY

Title: Chair of Board

Date: Dec 13 2019

InSync Healthcare Solutions, LLC

Address: Insync Healthcare Solutions, LLC
8408 Benjamin Road

City, State, Zip: Tampa, FL 33634

Phone: 813-563-8130

Fax: 732-200-3308

Sales Person: Matt Lewis

By:

Name:

Title:

Effective Date:

Customer hereby authorizes InSync Healthcare Solutions to initiate monthly debit entries for the amount due as per this agreement from the Customer's financial account or credit card account named below.

I understand and agree that payment will be withdrawn through an auto pay system monthly/anually. **Client Initials** ☐

Initial One Option

I decline signing up for auto pay and accept the $10 check service fee per month for payment with check **Client Initials** ☐

Desired Delivery of Invoice: **Paper (mailed USPS)**

ACH Authorization:

Customer's Financial Institution: _____ City/State: _____

Name on Account: _____ Account Type: ☐ Checking ☐ Savings

Routing / ABA No: _____ Account No: _____

Credit Card: Name on Card: _____

Card Type: ☐ Visa ☐ Master Card Card No.: _____

Billing Address: _____ Expiration Date: _____ Security Code: _____

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

IMPORTANT- READ CAREFULLY: USE OF THE EMR/PM SERVICES AND ONLINE SYSTEM OF INSYNC HEALTHCARE SOLUTIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("INSYNC HCS") IS CONDITIONED UPON THE COMPLIANCE AND ACCEPTANCE OF THESE TERMS AND CONDITIONS BY THE PRACTICE AND ITS USERS, AS DEFINED HEREIN. THESE TERMS APPLY TO ALL EXISTING CUSTOMERS OF INSYNC HCS AND SHALL SUPERSEDE ANY TERMS AND CONDITIONS PREVIOUSLY ACCEPTED BY THE EXISTING CUSTOMERS OF INSYNC HCS.

DEFINITIONS

"Agreement" refers to these Terms and Conditions, which are incorporated into the INSYNC HCS Software and Services Term Sheet.

"EMR/PM Services" means the electronic medical record/practice management services offered by INSYNC HCS.

"EMR/PM Value Added Services" means certain third party applications, or third party services, offered by INSYNC HCS to Provider to enhance the EMR/PM Services.

"INSYNC HCS Support" means the support helpline for the Practice and Users. Requests for support will be given a case number to track the request for assistance. The phone number is 1-877-246-8684 and email is emrsupport@insynchcs.

"INSYNC HCS System" means the web based INSYNC HCS software and online system.

"Practice" means the healthcare practice that executed the INSYNC HCS Software and Services Term Sheet which incorporates these Terms and Conditions by reference, and the Users. The Practice is specifically referred to as Customer within the INSYNC HCS Software and Services Term Sheet.

"Protected Health Information" ("PHI") shall have the meaning given to such term at 45 C.F.R. §160.103, limited to the information that

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

INSYNC HCS creates, receives, maintains or transmits from or on behalf of Practice.

"Provider" means any healthcare professional or individual who is recognized under HIPAA as administering or delivering direct patient care and who CMS identifies as requiring a National Provider Identification (NPI) number for payment or reimbursement. This typically includes (but is not limited to): physicians, physician assistants, midwives, nurse practitioners, nurse anesthetists, dentists, denturists, chiropractors, clinical social workers, psychologists, psychiatrists, physical therapists, athletic trainers.

"Required by Law" shall have the meaning given to such term at 45 C.F.R. §164.103.

"Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

"User(s)" means the Providers, Employees, Contractors and other Agents of a Practice who have been authorized by the Practice to use the EMR/PM Services and INSYNC HCS System.

TERMS AND CONDITIONS

These Terms and Conditions are part of and fully incorporated by reference into the INSYNC HCS Software and Services Term Sheet (the "INSYNC HCS Term Sheet") that has separately been agreed to by the Practice and INSYNC HCS ("INSYNC").

INSYNC HCS and the Practice will each be known as a "Party" and will collectively be known as the "Parties". In the event of a conflict between the terms of the INSYNC HCS Term Sheet and this Agreement, the terms of this Agreement shall control.

INSYNC HCS provides electronic medical record services ("EMR/PM Services") through its web based INSYNC HCS online system ("INSYNC HCS System").

BY REQUESTING PERMISSION (OR CONTINUED PERMISSION) TO ACCESS AND/OR USE THE INSYNC HCS SYSTEM AND/OR

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

THE EMR/PM SERVICES, THE PRACTICE AGREES TO ACCEPT AND BE FULLY BOUND BY THESE TERMS AND CONDITIONS.

INSYNC HCS RESERVES THE RIGHT TO REVISE THESE TERMS AND CONDITIONS AT ANY TIME. BY ACCESSING AND/OR USING THE INSYNC HCS SYSTEMS AND/OR THE EMR/PM SERVICES, THE PRACTICE AGREES TO ACCEPT AND BE FULLY BOUND BY ANY SUCH REVISIONS WHEN THEY BECOME EFFECTIVE, WHETHER OR NOT THE PRACTICE HAS ACTUALLY REVIEWED THEM. IF THE PRACTICE DOES NOT AGREE TO ACCEPT AND BE FULLY BOUND BY THIS AGREEMENT, THE PRACTICE SHOULD NOT AND IS EXPRESSLY PROHIBITED FROM HAVING ANY USERS ACCESS THE INSYNC HCS SYSTEMS AND/OR USE THE INSYNC HCS SERVICES.

1. INSYNC HCS Services.

1.1 EMR/PM Services are provided directly by INSYNC HCS.

1.2 INSYNC HCS may offer the Practice the ability to purchase EMR/PM Value Added Services. In addition, INSYNC HCS or select third party providers (through the EMR/PM Services) may offer links to other websites, resources, third party applications or services which the Practice may purchase. INSYNC HCS does not provide any warranties with respect to any such EMR/PM Value Added Services whether or not such EMR/PM Value Added Services are offered or designated by INSYNC HCS as "certified," "approved," "recommended" or otherwise. Any purchase by a Practice of any EMR/PM Value Added Services is solely between the Practice and the applicable third party.

1.3 INSYNC HCS is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, reliability, legality, or any other aspect of any EMR/PM Value Added Services that the Practice may purchase or connect to through the EMR/PM Services, or any descriptions, promises or other information related to the foregoing. If the Practice orders or enables an EMR/PM Value Added Service for use with the EMR/PM Services, the Practice agrees that INSYNC HCS may allow such third party providers to access the Practice's

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

data or information as required for the interoperation of such EMR/PM Value Added Services with the EMR/PM Services, and any exchange of data or other interaction between Practice and a third party provider is solely between the Practice and such third party provider. INSYNC HCS shall not be responsible for any disclosure, modification or deletion of data or information resulting from any such access provided to EMR/PM Value Added Services. No purchase of EMR/PM Value Added Services is required to use the EMR/PM Services.

1.4 The EMR/PM Services being provided by INSYNC HCS primarily consist of the sale of a software product license to the Practice. As such, INSYNC HCS shall not be responsible in any manner for providing training services to the Practice or any of its employees, contractors, or Providers as related to the billing, collection, or adjustments for any medical services provided by the Practice to its patients. This includes but is not limited to INSYNC HCS not having any responsibility for the Practice's workload, including charting. It is the sole responsibility of the Practice to ensure that its billing staff has the adequate training for billing the Practice's medical services and INSYNC HCS shall have no responsibility in this regard unless the Practice has specifically hired INSYNC HCS to provide RCM Services pursuant to the executed Term Sheet between the Practice and INSYNC HCS.

1.5 Under no circumstances, shall InSync HCS be held responsible or liable for any amounts of prescription medication prescribed by either the Practice or any Provider whether such prescribed amount is over or under the limits set by either the DEA or the Practice. The Practice and any Provider shall be solely responsible and liable for any amounts they prescribe and InSync HCS expressly disclaims all liability in this regard as InSync HCS has no control over the amounts which are prescribed by the Practice or any Provider. It should be noted by the Practice that the Suboxone Patient Count Tracker is used as a tool to help prevent over prescription of medication but does not explicitly prevent the Practice or any Provider from prescribing amounts of prescription medicines which are over DEA limits or limits set by the Practice.

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

2. The Practice's Responsibilities.

2.1 The Practice is responsible for notifying INSYNC HCS of the number of Providers within the Practice. The Practice must notify INSYNC HCS within five (5) days of a Provider leaving the Practice or a new Provider joining the Practice by calling INSYNC HCS Support. The Practice will not be able to add or delete a Provider without contacting INSYNC HCS Support and providing the name of the Provider to be deleted or added.

2.2 The Practice is bound by the terms and conditions of this Agreement, the Business Associate Agreement, and the INSYNC HCS Term Sheet. It is the Practice's responsibility to ensure that each User has reviewed this Agreement and understands the applicable terms and conditions.

2.3 Periodically, INSYNC HCS may incorporate product updates and new releases with respect to the software of the INSYNC HCS Systems. All product updates and new releases shall be governed by the same terms and conditions of this Agreement. The Practice may be required periodically to upgrade to a new version of its operating system or other third-party software used in connection with the INSYNC HCS System and/or the INSYNC HCS Services at their current prices or to a release level compatible with and required to run new releases or updates of the Software, in order to continue to access and/or use the INSYNC HCS System and/or the INSYNC HCS Services. The Practice may also be required to procure additional memory or disk capacity in order to be able to access and use the INSYNC HCS System and/or the INSYNC HCS Services or to run new releases, versions or updates of the Software. The Practice shall be responsible for procuring any such operating system, hardware upgrades or other third-party software, at its sole expense. INSYNC HCS SHALL HAVE NO OBLIGATION TO CONTINUE TO INCLUDE PRIOR VERSIONS OF THE SOFTWARE.

2.4 If INSYNC HCS offers additional, optional services to the Practice during the term of this Agreement, the Practice may be required to provide certain information either to INSYNC HCS or

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

certain third parties in connection with some services that may be offered.

3. Compensation.

3.1 The Practice will pay all applicable fees, costs and charges (the "EMR/PM Fees") associated with the EMR/PM Services and such EMR/PM Fees will be in accordance with the INSYNC HCS Term Sheet. EMR/PM Fees will consist of upfront fees for implementation as well as monthly fees for the EMR/PM Services and EMR/PM Value Added Services.

3.2 The Practice agrees that all EMR/PM Fees, including any applicable taxes, for which it is responsible for, will be debited from a bank account, charged to a credit card or paid by check. **FOR BANK DEBIT OR CREDIT CARD PAYMENT, THE PRACTICE HEREBY AUTHORIZES INSYNC HCS TO DEBIT THE BANK ACCOUNT OR CHARGE THE CREDIT CARD, AS THE CASE MAY BE, THAT HAS BEEN DESIGNATED BY THE PRACTICE IN ACCORDANCE WITH THE SIGNED CREDIT CARD/ACH AUTHORIZATION FORM, THE TERMS OF WHICH FORM ARE EXPRESSLY INCORPORATED HEREIN.** INSYNC HCS shall charge the Practice's bank debit or credit card the upfront EMR/PM Fees for implementation at the time the Practice executes the INSYNC HCS Term Sheet. INSYNC HCS shall charge the Practice's bank debit or credit card the monthly EMR/PM Fees on or around the first business day of each month during the term of this Agreement. The Practice may be assessed additional fees and costs if the Practice's bank debit or credit card are declined for any reason.

3.3 For payments by check, INSYNC HCS shall invoice the Practice the monthly EMR/PM Fees as listed by the Practice's in executed INSYNC HCS Term Sheet. The invoice shall be emailed to the Practice at the email address listed on the Practice's executed INSYNC HCS Term Sheet. Such invoice shall be due and payable by the Practice within twenty (20) days of the date thereof. Invoices not paid when due shall accrue late payment charges from the day on which payment was due until the day on which it is paid. Late payment

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

charges shall be computed as the lesser of the rate of one and half percent (1.5%) per month calculated on a daily basis or the highest rate allowed by law. The Practice may be assessed additional fees and costs if Practices check is returned due to insufficient funds.

3.4 INSYNC HCS shall have the right to suspend the Practice's access to any or all INSYNC HCS Services in the event any amounts due to INSYNC HCS by the Practice are overdue beyond thirty (30) days and until such time as the Practice is current on its account. INSYNC HCS reserves the right to charge the Practice a Reactivation Fee if the Practice's access has been suspended under this provision. In addition, the Practice shall be responsible for all fees and costs of collection incurred by INSYNC HCS related to unpaid EMR/PM Fees.

THE PRACTICE HAS NO RIGHT TO THE REFUND OF ANY EMR/PM FEES PAID TO INSYNC HCS AS RELATED TO EMR/PM SERVICES OR EMR/PM VALUE ADDED SERVICES PROVIDED UNDER THIS AGREEMENT.

3.5 If the Practice has financed the purchase of the INSYNC HCS EMR/PM License through an INSYNC HCS approved lending partner, INSYNC HCS shall have the right to suspend the Practice's access to any or all INSYNC HCS Services in the event any amounts due to the lending partner are overdue beyond sixty (60) days and until such as the Practice is current on its account with lending partner.

3.6 INSYNC HCS reserves the right to increase the EMR/PM Fees as listed on the INSYNC HCS Term Sheet after the Practice's first year term. After the Practice's first year term, if INSYNC HCS increases the EMR/PM Fees by a sum greater than five percent (5%) per year, the Practice shall have the ability to terminate this Agreement and the EMR/PM Services. If the Practice wishes to terminate this Agreement and the EMR/PM Services due to an applicable fee increase it must provide written notice of termination within thirty (30) days of receiving the EMR/PM Fee increase notice. If the Practice fails to provide timely notice, it waives the right to terminate due to a fee increase.

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

3.7 Since a portion of the Practice's EMR/PM Fees are determined based on the number of Providers within the Practice, INSYNC HCS reserves the right to audit the Practice's activity to ensure that it has reported to INSYNC HCS the proper number of Providers within the Practice (and to ensure that the Practice is paying the proper EMR/PM Fees). If INSYNC HCS wishes to audit a Practice, INSYNC HCS is responsible for all costs associated with the audit, unless the audit indicates a shortage of 5 percent (5%) or more between the total EMR/PM Fees the Practice paid to INSYNC HCS during the twelve (12) months prior to the audit compared to the total EMR/PM Fees the Practice should have paid to INSYNC HCS during the twelve (12) months prior to the audit. If there such a shortage, the Practice can be required to pay for all fees and costs associated with the audit. If an audit indicates a shortage, the Practice will pay the shortage to INSYNC HCS within ten (10) days of conclusion of the audit.

4. Term and Termination.

4.1 The EMR/PM Services shall commence on the Effective Date. The term of this Agreement shall be one (1) year from the Effective Date, terminable without cause at the end of the first year by either Party to this Agreement upon ninety (90) days prior written notice, unless terminated earlier for cause as provided herein. Thereafter, this Agreement shall automatically renew for additional one (1) year terms, unless either Party provides the other Party with written notice of its intent not to renew no less than ninety (90) days prior to the end of the then-current term.

4.2 Either Party may terminate this Agreement immediately for cause without liability or penalty of any kind in the event of the material breach or default of any of the terms or provisions of this Agreement by the other Party, provided that such breach or default is not cured within thirty (30) days after written notice thereof. However, the cure period shall be ten (10) days in the event of the Practice's failure to pay EMR/PM Fees owed as provided in Section 3.

4.3 In the event of any legislative or regulatory change or determination, whether federal or state, which has or would prior to

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

the end of the Term have a material adverse impact on INSYNC HCS' ability to provide the Practice with EMR/PM Services, as determined by INSYNC HCS, this Agreement may be terminated by INSYNC HCS without liability or penalty with sixty (60) days notice to the Practice.

4.4 Upon the occurrence of any of the following events, INSYNC HCS shall have the right, at its option, to terminate this Agreement for cause immediately without liability or penalty of any kind:

4.4.1 The Practice repeatedly fails to compensate INSYNC HCS in a timely manner and in accordance with the terms of this Agreement or repeatedly fails to cooperate with INSYNC HCS and/or perform the responsibilities set forth in this Agreement.

4.4.2 The Practice, or any User violates Section 5 of this Agreement.

4.4.3 If voluntary or involuntary bankruptcy, receivership, insolvency, dissolution, or assignment of assets for the benefit of creditors proceedings are commenced against the Practice and is not dismissed within sixty (60) days.

4.4.4 If any right of the Practice under this Agreement is subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency

4.4.5 If information given by the Practice with respect to its size, type, specialty, or configuration is substantially inaccurate or incomplete.

4.5 In the event that the Practice terminates this Agreement prior to the end of the current term and termination is not made pursuant to Sections 3.5, 4.2, 4.3, or 4.6 (collectively the "Exempt Sections"), the Parties agree that the actual damages likely to result from termination are difficult to estimate and difficult for INSYNC HCS to prove. The Parties agree that in the event of early termination by the Practice except pursuant to an Exempt Section, the Practice agrees to pay INSYNC HCS an Early Termination Fee equal to the higher of 1.5 times the total of the monthly EMR/PM Fees to be paid by the Practice for the remaining months left in the current term; or the average monthly EMR/PM Fees paid during the preceding six months times

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

the remaining months left in the current term. The Parties intend that the Early Termination Fee serve as Liquidated Damages to compensate INSYNC HCS for the Practice's early termination, and the Parties do not intend for it to serve as punishment for any such breach by the Practice.

4.6 The Practice may terminate this Agreement and use of the INSYNC HCS Services if any revision by INSYNC HCS to these Terms and Conditions materially and adversely affect the services that the Practice receives, provided that the Practice give such notice within ten (10) days after the Practice is first informed of such revision, determined by the date on which the first User for the Practice accesses the INSYNC HCS System.

4.7 Upon termination or expiration in accordance with the terms set forth herein, the Practice will immediately cease use of the EMR/PM Services and will immediately pay INSYNC HCS all compensation otherwise due and payable to INSYNC HCS in accordance with the terms of this Agreement for all EMR/PM Services and EMR/PM Value Added Services through the effective date of termination or expiration.

5. INSYNC HCS Systems Access: License Grant

5.1 Access to the INSYNC HCS Systems is provided solely to facilitate access to the EMR/PM Services in connection with the Practice's business operations. The Practice's license to access the INSYNC HCS Systems is on a limited, revocable, non-exclusive, non-transferable basis only during the term of this Agreement. Practice agrees that it will access the INSYNC HCS Systems only to use the INSYNC HCS EMR/PM Services for its own internal use in accordance with the terms and conditions of this Agreement.

5.2 The Practice will not : (i) access or use the INSYNC HCS Systems except through its own authorized Users acting within the scope of their service to the Practice; (ii) use the INSYNC HCS Systems or any part thereof for any purpose other than for accessing and using the INSYNC HCS EMR/PM Services in accordance with this Agreement; (iii) sell, resell, transfer, sublicense, rent, lease, convey, encumber, copy, modify, distribute, publish, exhibit, transmit,

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

provide access to, or provide use of the INSYNC HCS System to any third party (other than its own authorized Users acting within the scope of their service to the Practice) nor use it or allow it to be used in any public system, public electronic bulletin board, or multiple computer or user arrangement or network that includes access by any third party (other than its own authorized Users acting within the scope of their service to the Practice); (iv) translate, convert to another programming language, decompile, derive specifications from, reverse engineer, reverse compile, record, disassemble or create derivative works based on the INSYNC HCS Systems for any purpose; (v) export the EMR/PM Software outside of the United States of America or make use of the EMR/PM Software at any location other than the geographic area(s) identified by the Practice as the Practice's office location(s) when purchasing the INSYNC HCS Services or as such other location(s) as INSYNC HCS consents to such use; (vi) use the INSYNC HCS Systems in a manner that delays, impairs or interferes with system functionality for others or that compromises the security or integrity of any data, equipment, software or system input or output; (vii) use the INSYNC HCS Systems or the EMR/PM Services for any unlawful purpose or to mislead or to harass anyone; (viii) violate or attempt to violate the security of the INSYNC HCS Systems or any INSYNC HCS server, database or network infrastructure, including but not limited to, by: (a) accessing data not intended for Practice; (b) logging into an account Practice is not authorized to access, (c) testing, "hacking", scanning or probing the INSYNC HCS Systems to identify or detect any vulnerabilities, or (d) attempting to interfere with other users' use of the INSYNC HCS Systems.

5.3 Use of or access to the INSYNC HCS Systems and the EMR/PM Services not in accordance with this Agreement is strictly prohibited. Permission to access or use the INSYNC HCS System and/or the INSYNC HCS Services may be limited or suspended immediately in INSYNC HCS's discretion if this Section 5 is violated.

6. INSYNC HCS Copyright.

6.1 Except for the limited right to access and/or use the INSYNC HCS Systems and/or INSYNC HCS EMR/PM Services subject to the

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

terms and conditions contained herein, this Agreement does not confer on or vest in the Provider a license in, ownership of or interest in the INSYNC HCS Systems or the INSYNC HCS EMR/PM Services. The Provider acknowledges and agrees that the INSYNC HCS Systems and the INSYNC HCS EMR/PM Services and all parts of them are protected by copyrighted material owned exclusively by INSYNC HCS and all right, title and interest in any aspect of them and all edits, improvements, additions, modifications and derivative works prepared from or relating to them are and will remain the exclusive property of INSYNC HCS. INSYNC HCS will have the unrestricted and permanent right to use and implement all ideas, advice, recommendations or proposals of the Provider with respect to the INSYNC HCS EMR/PM Services in any manner and in any media.

6.2 All the content, design and supporting documentation of the INSYNC HCS Systems is protected by United States copyright laws and international treaty provisions. Provider may not copy the written materials, images, trademarks, and/or logos set forth within or accompanying the INSYNC HCS Systems without INSYNC HCS's prior written authorization. The Provider will not remove, change or deface any copyright notice or proprietary markings in or on any part of the INSYNC HCS Systems. The Provider acknowledges that the content and design of the INSYNC HCS Systems and the INSYNC HCS EMR/PM Services contain trade secrets proprietary to INSYNC HCS, the American Medical Association, and such other third party licensors incorporated into the INSYNC HCS EMR/PM Services and that the loss of such trade secret status would cause irreparable damage to INSYNC HCS for which monetary damages may not adequately compensate either INSYNC HCS, the American Medical Association, or such other third party licensors incorporated into the INSYNC HCS EMR/PM Services. The Provider agrees to take at least the same precautions to maintain the confidentiality of this information as it does with respect to its own proprietary information, but in no case shall such precautions be less than those considered objectively reasonable in light of the nature of such information

7. **Data Disclaimer.** The data that is available to the Practice through the INSYNC HCS Systems and use of the INSYNC EMR/PM

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

Services ("Data") has been received by INSYNC HCS from Payers and other third party sources. INSYNC HCS DOES NOT ASSUME ANY RESPONSIBILITY OR, WARRANT, GUARANTEE OR VERIFY THE ACCURACY OR RELIABILITY OF THE DATA. The Practice's reliance upon the Data obtained by it through the INSYNC HCS Systems and/or INSYNC EMR/PM Services is solely at the Practice's own risk.

8. Registration and Practice Contact

8.1 The Practice agrees in order to access and/or use the INSYNC HCS Systems and/or the EMR/PM Services, the Practice has in the past provided, or upon activation will provide, email and facsimile contact information to enable INSYNC HCS to communicate with the Practice concerning the INSYNC HCS EMR/PM Services currently being provided to the Practice, together with marketing communications concerning other products and services offered by INSYNC HCS from time to time.

The Practice's acceptance of this Agreement and any continued access of the INSYNC HCS Systems and/or use of the INSYNC HCS EMR/PM Services constitutes the Practice's retroactive and prospective express consent to any such email and/or facsimile communications from INSYNC HCS; provided, however, the Practice may at any time "opt-out" of receiving future email and/or facsimile marketing communications from INSYNC HCS on any or all facsimile numbers or email addresses by contacting INSYNC HCS at 888-499-5465 or faxing an opt-out request to INSYNC HCS at 10 Lanidex Plaza West, 2nd Floor, Parsippany, NJ 07054 or emailing an opt-out request to info@insychcs.com. Failure by INSYNC HCS to comply with an opt-out request within thirty (30) days is unlawful and subject to penalty.

In the event that the Practice is already accessing and/or using the INSYNC HCS Systems and/or INSYNC HCS EMR/PM Services, the Practice, on behalf of itself and its Users, principals, shareholders, members, owners, directors, , hereby unconditionally and absolutely waives, releases and discharges

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

any and all suits, causes of action and claims of any type that the Practice may have, known or unknown, arising from or related to any and all past marketing communications to the Practice and any and all alleged violations of (i) the United States of America CAN-SPAM Act of 2003 or any law amendatory thereof; (ii) the United States of America Telephone Consumer Protection Act (TCPA) of 1991 or any law amendatory thereof; or (iii) any other state or federal ordinance, regulation or statute relating to communicating, distributing, publishing, sending or transmitting of content, information or material. The Practice acknowledges and agrees that such waiver and release is a material consideration for its continued access to and use of the INSYNC HCS Systems and/or the INSYNC HCS EMR/PM Services and this provision is to be read to afford INSYNC HCS the broadest protection permitted by law.

9. **Independent Contractor.** Neither INSYNC HCS nor any person performing services hereunder shall be deemed by this Agreement an agent or employee of Practice. The services hereunder of INSYNC HCS and its employees and/or others shall be those of an independent contractor. It is further understood that nothing in this Agreement shall be construed to create a joint venture, partnership, association or other obligation or like relationship between the Parties.

10. **Access to Records; Disclosure of Records.** The Parties to this Agreement, until the expiration of seven (7) years subsequent to the furnishing of Services under this Agreement, shall make available upon written request of the Secretary of the Department of Health and Human Services, the U.S. Comptroller General, or the Secretary's or Comptroller's delegate, or any of their duly authorized representatives this Agreement, and the books, documents, and records of the Parties that are necessary to certify the nature and extent of the costs of the services provided under this Agreement. In the event that either Party, or its successor or assigns, is requested to provide or disclose any books, documents or records relevant to this Agreement for the purpose of an audit or investigation, the Party subject to the request shall notify in writing, to the extent permitted by law, the other Party of the nature and scope of such request and shall make available, to the

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

extent permitted by law, to the other Party, upon request, all such books, documents or records. The provisions of this paragraph shall survive the termination of this Agreement.

11. Compliance with Law and Corporate Compliance Programs. If the performance by either Party of any provision of this Agreement is or becomes in the future a violation of any statute or regulation or otherwise is deemed illegal, the provision(s) of this Agreement affected thereby shall be amended to remove the terms that are in violation of laws or regulations so that both Parties are in compliance with applicable laws and regulations.

12. Indemnification.

12.1 THE PRACTICE ACKNOWLEDGES THAT THE INSYNC HCS SYSTEMS AND THE EMR/PM SERVICES ARE SUBJECT TO POTENTIAL MISUSE BY USERS. THEREFORE, THE PRACTICE SHALL INDEMNIFY AND HOLD INSYNC HCS COMPLETELY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR LIABILITY (INCLUDING ALL COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES IN DISPOSING OF AND DEFENDING ANY SUCH CLAIMS, DEMANDS OR LIABILITY) ARISING OUT OF ANY ACTION OR INACTION OF A USER, EXCEPT TO THE EXTENT A RESULT OF INSYNC HCS'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION PROVISION IS TO BE READ TO AFFORD INSYNC HCS THE BROADEST PROTECTION PERMITTED BY LAW.

12.2 THE PRACTICE HEREBY AGREES TO INDEMNIFY AND HOLD INSYNC HCS HARMLESS FROM AND AGAINST ANY CLAIMS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS OR REGULATORY ACTIONS, INCLUDING COSTS, FINES, EXPENSES AND REASONABLE ATTORNEYS' FEES ARISING FROM OR IN ANY MANNER RELATING TO ACTIONS BROUGHT BY A USER AGAINST INSYNC HCS REGARDING THE INSYNC HCS SYSTEMS AND/OR THE EMR/PM SERVICES EXCEPT TO THE EXTENT THE CLAIM

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

ARISES FROM INSYNC HCS'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION PROVISION IS TO BE READ TO AFFORD INSYNC HCS THE BROADEST PROTECTION PERMITTED BY LAW.

12.3 THE PARTIES AGREE THAT THE OBLIGATIONS CONTAINED WITHIN THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

13. Warranties.

13.1 INSYNC HCS warrants that: (i) no contractual obligations exist that would prevent INSYNC HCS from entering into this Agreement; (ii) it has the requisite authority to execute, deliver, and perform its obligations under this Agreement; and (iii) it will comply with all regulatory requirements applicable to EMR/PM Services and INSYNC HCS's System.

13.2 INSYNC HCS further warrants that in the event of an error or omission caused directly by INSYNC HCS, INSYNC HCS will use reasonable efforts to attempt to timely correct the error or omission. The Practice shall use its reasonable efforts to timely report errors or omissions to INSYNC HCS Support.

13.3 The Practice represents and warrants that: (i) no contractual obligations exist that would prevent the Practice from entering into this Agreement; (ii) it has the requisite authority to execute, deliver, and perform its obligations under this Agreement; and (iii) it will comply with all regulatory requirements and these Terms and Conditions applicable to its use of EMR/PM Services and the INSYNC HCS System, and its operations as a healthcare provider.

13.4 THE WARRANTIES STATED ABOVE ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY THE PARTIES. INSYNC HCS DOES NOT REPRESENT THAT THE INSYNC HCS SYSTEM OR THE EMR/PM SERVICES WILL MEET THE PRACTICE'S OR A PROVIDER'S REQUIREMENTS OR THAT THE OPERATION OF THE INSYNC HCS SYSTEM OR THE INSYNC HCS EMR/PM SERVICES WILL BE UNINTERRUPTED OR ERROR-

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

FREE. THE PRACTICE ACKNOWLEDGES THAT IT HAS INDEPENDENTLY EVALUATED THE INSYNC HCS SYSTEM AND THE INSYNC HCS EMR/PM SERVICES AND THEIR APPLICATION TO MEET THE NEEDS OF THE PRACTICE AND THE NEEDS OF THE PROVIDER'S WITHIN THE PRACTICE. INSYNC HCS DISCLAIMS, AND THE PRACTICE HEREBY EXPRESSLY WAIVES, ALL OTHER REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY CLAIMS ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. THE PRACTICE MAY NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ON BEHALF OF INSYNC HCS, ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS OR LICENSORS TO ANY AUTHORIZED USER OR ANY OTHER PARTY IN CONNECTION WITH THE EMR/PM SERVICES OR INSYNC HCS SYSTEM WITHOUT INSYNC HCS'S EXPRESS PRIOR WRITTEN CONSENT.

14. Limitation of Liability.

14.1 IN NO EVENT SHALL INSYNC HCS BE LIABLE FOR LOSS OF GOODWILL, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, LOST PROFITS, OR TORT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR INSYNC HCS EMR/PM SERVICES REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE. EXCEPT FOR CLAIMS RELATED TO PROPRIETARY RIGHTS OR PAYMENT OBLIGATIONS, NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER RELATED TO THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR INSYNC HCS EMR/PM SERVICES MORE THAN ONE (1) YEAR AFTER SUCH CLAIM ACCRUED. INSYNC HCS' AGGREGATE LIABILITY TO THE PRACTICE, ITS USERS AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS (INCLUDING BUT NOT LIMITED TO INDEMNIFICATION, ATTORNEY'S FEES, INTEREST,

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

COSTS, ETC.) RELATING TO THIS THIS AGREEMENT, THE INSYNC HCS TERMS SHEET, THE INSYNC HCS SYSTEMS AND/OR THE EMR/PM SERVICES SHALL BE LIMITED TO THE TOTAL FEES PAID BY THE PRACTICE TO INSYNC HCS IN THE NINE (9) MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED. HOWEVER, IN NO EVENT SHALL INSYNC HCS'S MINIMUM LIABILITY BE LESS THAN ONE THOUSAND DOLLARS ($1,000.00).

14.2 APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY, IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES SET FORTH WITHIN THIS AGREEMENT; THUS, THE LIMITATION OF LIABILITY AND WARRANTIES MAY NOT APPLY TO PRACTICE'S LOCATED WITHIN THOSE JURISDICTIONS. NONETHELESS IF ANY PART OF THIS LIMITATION ON LIABILITY OR WARRANTIES ARE FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF INSYNC HCS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TWO THOUSAND AND FIVE HUNDRED DOLLARS ($2,500.00).

14.3 INSYNC HCS shall have no liability for any claim that the INSYNC HCS Systems or the EMR/PM Services violate or infringe upon the rights of any third party under a trademark, copyright or patent or allege trademark copyright or patent, if such claim is based upon (i) the combination, operation or use of the INSYNC HCS Systems or EMR/PM Services with software not supplied by INSYNC HCS, (ii) any alteration or modification of the INSYNC HCS Systems or (iii) INSYNC HCS's compliance with any of the Practice's request to modify or redesign the EMR/PM Software.

14.4 The Practice acknowledges that INSYNC HCS has not authorized any person to issue or make representations or warranties on behalf of INSYNC HCS in connection with INSYNC HCS's access to or use of the INSYNC HCS Systems and/or INSYNC HCS Services other than those expressly set forth in (i) this Agreement and (ii) the written materials provided by INSYNC HCS describing the capabilities

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

and functions of the INSYNC HCS System and/or the INSYNC HCS EMR/PM Services.

15. **Assignment, Benefit.** This Agreement may not be assigned by the Practice without the prior written consent of INSYNC HCS, which consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer of this Agreement by the Practice to a third party hereto in violation hereof shall be null and void. INSYNC HCS shall have the right to assign this Agreement and any or all of its rights and/or obligations under this Agreement to any parent, subsidiary, or other affiliate, or to any entity that is a successor in interest pursuant to a merger or acquisition with or of any division or all of INSYNC HCS without the Practice's written consent. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and the respective heirs, personal and legal representatives, successors and assigns of the Parties.

16. **Updates.** During the term of this Agreement, INSYNC HCS may incorporate product updates and new releases with respect to the INSYNC HCS System on a periodic basis. All product updates and new releases that are available to the Practice shall be governed by the same terms and conditions of this Agreement. The Practice may be required periodically to upgrade to a new version of its operating system or other third-party software used in connection with the INSYNC HCS System and/or the EMR/PM Services at their current prices or to a release level compatible with and required to run new releases or updates of the Software, in order to continue to access and/or use the INSYNC HCS System and/or the EMR/PM Services. The Practice may also be required to procure additional memory or disk capacity in order to be able to access and use the INSYNC HCS Systems and/or the EMR/PM Services or to run new releases, versions or updates of the Software. Practice shall be responsible for procuring any such operating system, hardware upgrades or other third-party software, at its sole expense. INSYNC HCS SHALL HAVE NO OBLIGATION TO CONTINUE TO INCLUDE PRIOR VERSIONS OF THE SOFTWARE. If INSYNC HCS offers additional, optional services to Practice during the term of this Agreement, Practice may

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

be required to provide certain information either to INSYNC HCS or certain third parties in connection with some of the services that may be offered.

17. **Reliance.** The Practice is not relying on any statements or representations concerning the INSYNC HCS Systems or the EMR/PM Services made to Practice, other than those contained herein and in the written materials furnished to it by INSYNC HCS.

18. **Attorney-In-Fact.** The Practice hereby appoints INSYNC HCS as its attorney-in-fact for the limited purpose of using the information given by the Practice to deliver the INSYNC HCS EMR/PM Services.

19. **Business Associate Agreement.** In recognition of the sensitive nature of the information exchanged in the providing of EMR/PM Services and associated with the INSYNC HCS System, the Practice agrees to the following Business Associate Agreement terms:

19.1 In connection with providing services or products to Practice, INSYNC HCS may, on the Practice's behalf, access, use, create and/or disclose Protected Health Information.

19.2 The Parties intend to protect the privacy and provide for the security of PHI disclosed to INSYNC HCS pursuant to the regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which privacy regulations are codified at 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), and which security regulations are codified at 45 C.F.R. Part 160 and Part 164, Subparts A and C (the "Security Rule"), as amended by the Health information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and as each are amended by the related final regulations dated January 25, 2013 promulgated by the Secretary (the "HIPAA Final Rule").

19.3 OBLIGATIONS AND ACTIVITIES OF INSYNC HCS.

19.3.1 Uses and Disclosures of PHI Pursuant to the EMR/PM Services. INSYNC HCS will not access, use and/or disclose PHI other than as permitted or required by this Agreement or as required by Law.

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

19.3.2 Permitted Uses and Disclosures. INSYNC HCS may only use and disclose PHI created or received pursuant to these Terms and Conditions as follows:

(a) To carry out the purposes of this Agreement and Provide EMR/PM Services. INSYNC HCS may access, use and/or disclose PHI as necessary to perform its obligations under this Agreement and providing EMR/PM Services, provided that such access, use or disclosure would not violate the Privacy Rule if done by the Practice and provided further that all other uses and disclosures not authorized by these Terms and Conditions or other agreements with or written instructions from the Practice, are prohibited.

(b) Use for Management and Administration. INSYNC HCS may use PHI for the proper management and administration of INSYNC HCS, or to carry out the legal responsibilities of INSYNC HCS.

(c) Disclosure for Management and Administration. INSYNC HCS may disclose PHI for the proper management and administration of INSYNC HCS or to carry out the legal responsibilities of INSYNC HCS if (i) the disclosure is Required by Law or (ii) INSYNC HCS (a) obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and (b) the person agrees to notify INSYNC HCS in writing of any instances of which it becomes aware in which the confidentiality and security of the PHI is breached.

(d) Required by Law. INSYNC HCS may use or disclose PHI that is in its possession as required by Law.

(e) De-Identification of PHI. INSYNC HCS may de-identify PHI, provided that the de-identification process conforms to the requirements of 45 C.F.R. §164.514(b). De-identified information does not constitute PHI and is not subject to the terms of this Agreement. In such situations where INSYNC HCS is de-identifying data, INSYNC HCS will also comply with any further limitations on uses and disclosures agreed to by the Practice provided that such agreed upon limitations have been communicated to INSYNC HCS in writing.

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

(f) Data Aggregation and Analysis Activities. INSYNC HCS may provide Data Aggregation services, as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

19.3.3 Appropriate Safeguards. INSYNC HCS will implement appropriate safeguards and will comply with the Security Rule with respect to Electronic PHI, to prevent use or disclosure of such information other than as provided for by this Agreement.

19.3.4 HIPAA Transaction Standards. INSYNC HCS will comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 C.F.R. Part 162) with respect to the transmission of PHI in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA. INSYNC HCS shall comply with modifications to applicable HIPAA standards and requirements which become effective from time to time.

19.3.5 Reporting of Improper Use or Disclosure, Security Incident or Breach. INSYNC HCS will notify the Practice of any use or disclosure of PHI not permitted under this Agreement, Breach of Unsecured PHI or Security Incident, without unreasonable delay, and in no event later than twenty (20) business days following discovery; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by INSYNC HCS to the Practice of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which notice to the Practice by INSYNC HCS shall be required only upon request. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on INSYNC HCS's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. INSYNC HCS's notification to Practice of a Breach shall include: (i) the identification of each individual whose Unsecured PHI has been, or is reasonably believed by INSYNC HCS to have been, accessed, acquired or disclosed during the Breach; and (ii) any particulars regarding the Breach that

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

Practice would need to include in its notification, as such particulars are identified in 45 C.F.R. §164.404.

19.3.6 Access to PHI. To the extent INSYNC HCS has PHI contained in a Designated Record Set, it agrees to make such information available to the Practice pursuant to 45 C.F.R. §164.524 within fifteen (15) business days of INSYNC HCS's receipt of a written request from the Practice; provided, however, that INSYNC HCS is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by the Practice. If an Individual makes a request for access pursuant to 45 C.F.R. §164.524 directly to INSYNC HCS, or inquires about his or her right to access, INSYNC HCS shall direct the Individual to the Practice.

19.3.7 Amendment of PHI. To the extent INSYNC HCS has PHI contained in a Designated Record Set, it agrees to make such information available to Practice for amendment pursuant to 45 C.F.R. §164.526 within twenty (20) business days of INSYNC HCS's receipt of a written request from the Practice. If an individual submits a written request for amendment pursuant to 45 C.F.R. §164.526 directly to INSYNC HCS, or inquires about his or her right to amendment, INSYNC HCS shall direct the Individual to the Practice.

19.3.8 Documentation of Disclosures. INSYNC HCS agrees to document such disclosures of PHI and information related to such disclosures as would be required for the Practice to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. INSYNC HCS shall document, at a minimum, the following information ("Disclosure Information"): (i) the date of the disclosure, (ii) the name and, if known, the address of the recipient of the PHI, (iii) a brief description of the PHI disclosed, (iv) the purpose of the disclosure that includes an explanation of the basis for such disclosure, and (v) any additional information required under the HITECH Act and any implementing regulations.

19.3.9 Accounting of Disclosures. INSYNC HCS agrees to provide to the Practice, within twenty (20) business days of INSYNC HCS's

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

receipt of a written request from the Practice, information collected in accordance with the "Documentation of Disclosures" Section of this Agreement to permit the Practice to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. If an Individual makes a request for an accounting of disclosures of PHI pursuant to 45 C.F.R. §164.528 directly to INSYNC HCS, or inquires about his or her right to an accounting of disclosures of PHI, INSYNC HCS shall direct the Individual to the Practice.

19.3.10 Performance of the Practice Obligations. To the extent INSYNC HCS is carrying out any of the Practice's obligations under the Privacy Rule pursuant to the terms of this Agreement or other agreements with or written instructions from the Practice, INSYNC HCS shall comply with the requirements of the Privacy Rule that apply to the Practice in the performance of such obligation(s).

19.3.11 Governmental Access to Records. INSYNC HCS will make its internal practices, books and records relating to the use and disclosure of PHI to the Secretary of the United States Department of Health and Human Services or the Secretary's designee, in a time and manner designated by the Practice or the Secretary, for purposes of determining the Practice's compliance with the Privacy Rule.

19.3.12 INSYNC HCS's Agents. In accordance with 45 C.F.R. §164.502(e)(1)(i) and 45 C.F.R. §164.308(b)(2), as applicable, INSYNC HCS shall enter into a written agreement with any agent or subcontractor that creates, receives, maintains or transmits PHI on behalf of INSYNC HCS for services provided to the Practice, providing that the agent agrees to restrictions and conditions that are no less protective of privacy and security than those that apply through this Agreement to INSYNC HCS with respect to such PHI.

19.3.13 Minimum Necessary. INSYNC HCS shall request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R. §164.514(d), and any amendments thereto.

19.4 OBLIGATIONS OF COVERED ENTITY

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

19.4.1 Consents and Authorizations. The Practice represents that it has obtained or will obtain all consents or authorizations that may be required by the Privacy Rule and applicable state law prior to furnishing INSYNC HCS the PHI.

19.4.2 Notice of Privacy the Practices. The Practice shall notify INSYNC HCS of any limitation(s) in the notice of privacy practices of the Practice under 45 C.F.R. §164.520, to the extent that such limitation may affect INSYNC HCS's use or disclosure of PHI. If requested by INSYNC HCS, the Practice shall provide INSYNC HCS with the Notice of Privacy the Practices that the Practice produces in accordance with 45 C.F.R. §164.520.

19.4.3 Notification of Changes Regarding Individual Permission. The Practice shall notify INSYNC HCS in writing promptly, but in no event later than two (2) business days, of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect INSYNC HCS's use or disclosure of PHI.

19.4.4 Notification of Restrictions on the Use of Disclosure of PHI. The Practice shall notify INSYNC HCS in writing of any restriction on the use or disclosure of PHI that the Practice has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may impact in any manner the use or disclosure of PHI by INSYNC HCS under this Agreement or other agreements with or written instructions from the Practice.

19.4.5 Permissible Requests by the Practice. The Practice shall not request INSYNC HCS to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Practice.

19.5 TERM AND TERMINATION

19.5.1 Effect of Termination.

(a) Upon termination of this Agreement for any reason, INSYNC HCS shall return or destroy all PHI received from the Practice, or created or received by INSYNC HCS on behalf of the Practice, and shall retain no copies of the PHI.

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

(b) If it is infeasible for INSYNC HCS to return or destroy the PHI upon termination of this Agreement, INSYNC HCS shall: (i) extend the protections of this BAA to such PHI; and (ii) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as INSYNC HCS maintains such PHI.

19.6 MISCELLANEOUS

Construction of Terms. The terms of this Agreement shall be construed in light of any interpretation and/or guidance on the Security Rule and the Privacy Rule and its related regulations issued by the Secretary of Health and Human Services from time to time. Any ambiguity in this Agreement shall be interpreted to permit compliance with the Security Rule and the Privacy Rule. In the event of inconsistency between the provisions of this Agreement and mandatory provisions of the Privacy Rule, the Security Rule or the HIPAA Final Rule, or their interpretation by any court or regulatory agency with authority over INSYNC HCS or the Practice, such interpretation shall control; provided, however, that if any relevant provision of the Privacy Rule, the Security Rule or the HIPAA Final Rule is amended in a manner that changes the obligations of INSYNC HCS or the Practice that are embodied in terms of this Agreement, then the Parties agree to negotiate in good faith appropriate non-financial terms or amendments to this Agreement to give effect to such revised obligations.

20. Notices. Any notices or other communications provided for in this Agreement shall be in writing and shall be deemed given for all purposes when either served personally or mailed by certified or registered mail, return receipt requested, postage prepaid or by overnight courier and addressed to the respective Party at its last known address. All notices to INSYNC HCS shall also be emailed to its legal counsel at notices@hunterbusinesslaw.com.

21. Further Assurances. Upon the request of either Party to the other, each Party will take such other action and execute and deliver to the other Party such instruments or documents as may be

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

reasonably necessary to assure, complete, evidence or implement the provisions of this Agreement.

22. **Nonwaiver.** The failure of either Party to insist on strict performance of any of the covenants or conditions of the Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or a relinquishment for the future of such covenants, conditions, rights or options, but the same shall remain in full force and effect; and the doing by INSYNC HCS or the Practice of any act or thing which INSYNC HCS or the Practice is not obligated to do hereunder shall not be deemed to impose any obligation upon INSYNC HCS or the Practice to do any similar act or thing in the future or in any way change or alter any of the provisions of this Agreement.

23. **Confidentiality.** In as much as INSYNC HCS qualifies as a "Business Associate" and the Practice qualifies as a "Covered Entity" as defined in 45 C.F.R. 160.103, of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, by requesting permission to access and use the INSYNC HCS System and the INSYNC HCS EMR/PM Services, the Practice agrees to the Business Associate Agreement terms provided in Section 19 as mandated under HIPAA for such agreements, and as may be amended pursuant to Section 19 hereof.

24. **Modifications.** IN THE EVENT INSYNC HCS MODIFIES ANY TERM OR CONDITION OF THIS AGREEMENT OR THE INSYNC HCS TERM SHEET, SUCH MODIFICATION SHALL ONLY BE EFFECTIVE IF SIGNED BY THE CHIEF EXECUTIVE OFFICER, PRESIDENT, CHIEF FINANCIAL OFFICER, OR GENERAL COUNSEL FOR INSYNC HCS. **NO OTHER EMPLOYEE OR OFFICER OF INSYNC HCS SHALL HAVE THE AUTHORITY TO MODIFY A TERM OF THIS AGREEMENT OR THE INSYNC HCS TERM SHEET.** IF THESE TERMS AND CONDITIONS ARE MODIFIED AND THE MODIFIED TERMS AND CONDITIONS ARE POSTED BY ONLINE BY INSYNC HCS, THEN THE PRACTICE MAY ASSUME THE MODIFIED TERMS AND CONDITIONS ARE

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

EFFECTIVE AND NO SIGNATURE OF AN INSYNC OFFICE IS REQUIRED.

25. **Partial Invalidity.** The invalidity of any portion of this Agreement shall not affect the validity of the remainder of this Agreement as long as the primary intent and purpose of this Agreement is not materially affected.

26. **Entire Agreement.** This Agreement, the executed INSYNC HCS Term Sheet, and any other Supplemental agreements entered into by the Practice constitutes the entire understanding and agreement between the Parties hereto. This Agreement replaces and supersedes all previous oral or written agreements, understandings, arrangements, discussions or negotiations between the Parties regarding the subject matter of this Agreement.

27. **Headings.** The headings or captions of the paragraphs of this Agreement are for convenience and reference only and are not to be considered in construing this Agreement.

28. **Dispute Resolution.** Prior to filing any cause of action, or legal proceeding, with the requisite court of law, the Parties agree that they will first be required to attend in-person mediation in Tampa, Florida. Both Parties agree that they will send a representative with full settlement authority to the mediation. The cost of the in-person mediation shall be split amongst the parties but shall not include travel costs of either party associated with attending the in-person mediation. Notwithstanding the foregoing, the pre-suit mediation requirement will be waived and not required in the event INSYNC HCS brings an action against the Practice for unpaid Services Fees or other unpaid fees.

29. **Governing Law & Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed in Florida without reference to its principles of conflict of laws. The Practice expressly agrees that any legal action or proceeding between INSYNC HCS and the Practice for any purpose concerning or related to this Agreement, the EMR/PM Services, the EMR/PM Value Added Services, or the

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

INSYNC HCS EMR/PM System, or the parties' obligations hereunder shall be brought exclusively in a court of record for Hillsborough County, Florida or the United States District Court for the Middle District of Florida – Tampa division. Practice hereby agrees to consent to personal jurisdiction of the state and federal courts situated within State of Florida for purposes of enforcing this Agreement, and waive any objection that Practice might have to personal jurisdiction or venue in those courts. Neither the course of conduct and/or course of dealing between the parties nor trade practice shall act to modify any provision of this Agreement.

30. **Compliance with Dispute Resolution and Venue**. In the event that either Party fails to comply with the Dispute Resolution procedure set forth in Section 28 of this Agreement, and files a cause of action or legal proceeding prior to a required mediation taking place; or in the event either Party files any cause of action or legal proceeding in a court of law against the other Party in a court of law other than a court of law identified in Section 29 of this Agreement, the filing Party agrees to pay the non-filing Party's reasonable attorneys' fees and all costs and expenses incurred with respect to defending such improperly filed cause of action or legal proceeding.

31. **Injunctive Relief.** Notwithstanding the provisions of Section 28, the Practice agrees that violations of Sections 5, 6, and 23 will cause INSYNC HCS irreparable and immediate harm and that INSYNC HCS is entitled to seek immediate injunctive relief from a court of competent jurisdiction to prevent such violation.

32. **US. Government Rights.** INSYNC HCS Systems and INSYNC HCS EMR/PM Services include commercial technical data and/or computer data bases and/or commercial computer software and/or commercial computer software documentation (collectively, "Commercial Software/Data"), as applicable which were developed exclusively at private expense by INSYNC HCS. Additionally, the INSYNC HCS System and the INSYNC HCS Services, specifically EMR and PM, may include Commercial Software/Data, including CPT® code which is commercial technical data, which was developed exclusively at private expense by the American Medical Association,

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

330 North Wabash Avenue, Chicago, Illinois 60611. The American Medical Association does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights - General) and DFARS 252.227-7015 (Technical Data - Commercial Items) or any other license provision. The American Medical Association reserves all rights to approve any license with any Federal agency.

IN ORDER TO HAVE ACCESS TO (OR CONTINUED ACCESS TO) AND USE OF (OR CONTINUED USE OF) THE INSYNC HCS SYSTEMS AND INSYNC HCS EMR/PM SERVICES, YOU MUST CHECK THE ACCEPT BOX BELOW. BY DOING SO, YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED TO ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE PRACTICE REGISTERED UNDER THIS LOG-IN ID. FAILURE TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT WILL PREVENT YOU FROM ACCESSING OR USING THE INSYNC HCS SYSTEM OR INSYNC HCS EMR/PM SERVICES. ANY ATTEMPT TO DO SO WITHOUT AGREEING TO THESE TERMS AND CONDITIONS IS EXPRESSLY PROHIBITED AND IS VIOLATIVE OF APPLICABLE LAW.

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 2019.

COUNTY OF MARIPOSA	CONTRACTOR
Miles Menetrey, Chair	(Signature)
Board of Supervisors	
ATTEST:	APPROVED AS TO FORM:
Rene LaRoche	Steven W. Dahlem
Clerk of the Board	County Counsel

Attachment: InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (RES-2022-588 : Approve the Agreement to



PM/EMR Software & Services Term Sheet (12 Additional Providers)

Number of Providers:	12	Practice Legal Name:	Mariposa County Behavioral Health
		Practice Name:	Mariposa County Behavioral Health
		Date of Term Sheet:	02/09/2022
		Price Validity:	90 Days
TOTAL NUMBER OF PROVIDERS:	12	1st 3rd Party Invoice date:	02/01/2022
		Client Initials	

Package, Licensing & Term Options

	InSync® PM	InSync® EMR	InSync® PM+EMR	InSync® PM+EMR plus RCM
	License Purchase	License Purchase	License Purchase	Subscription
License Term			Purchase	
Total Upfront Cost			$42,312	
Total Upfront License Costs			$39,504	
License Cost $2,500 Per Provider			$30,000	
Set Up and Configuration $495 per Provider			$5,940	
Annual Support $108 per Provider (02/01/2022-12/31/2022)			$1,188	
Annual Maintenance $108 per Provider (02/01/2022-12/31/2022)			$1,188	
Annual Hosting $108 per Provider (02/01/2022-12/31/2022)			$1,188	
Annual Telehealth License Cost (6 Annual Licenses from 10/01/2021-09/30/2022)			*$2,808*	

	InSync® PM	InSync® EMR	InSync® PM+EMR	InSync® PM+EMR plus RCM
EMR		•	•	•
Practice management (Billing)	•		•	•
Scheduler	•	•	•	•
Patient registration	•	•	•	•
Document management	•	•	•	•
Secure messaging	•	•	•	•
Meaningful Use tools		•	•	•
Reporting	•	•	•	•
Patient portal		•	•	•

Professional Services Included

Set Up and Configuration Of License	•	•	•	•
RCM (Medical Billing) Service				•

Support, Maintenance & Hosting Subscription

(For license purchase customers only - All included in first year of term and billed annually each year thereafter)

		Unit Price	QTY	Client Initials
Support, Maintenance & Hosting Fees	Per provider/month	$27	12	

Attachment: MCBH InSync Term Sheet 12 Additional Providers 2022 - Feb 16 2022 (RES-2022-588 : Approve the Agreement to Purchase 16

Additional Terms

• Customer's access to and continued use of the Software and Services (including RCM Services, if applicable) is subject to acceptance of InSync HCS's Terms and Conditions of Use and Account Agreement and, if applicable, the InSync HCS RCM Terms and Conditions Agreement. The General Terms and Conditions and the RCM Terms and Conditions are incorporated into this term sheet. ***Customer will be required to accept such terms and conditions online upon login and should review such documents in detail to ensure compliance all terms and conditions.**

• Third party add-on software modules and services may be subject to such additional terms and conditions, fees, and limitations that may be made available to Customer in writing from time to time. Such fees will be billed separately by InSyncHCS.

• Total Upfront Costs are due upon execution of this Term Sheet. All reoccurring fees (and third party fees) are subject to increase from time to time are due and payable on the first calendar day of each month and must be paid by ACH (auto-debit) or credit card only. **CUSTOMER AGREES AND ACKNOWLEDGES THERE ARE NO REFUNDS FOR ANY UPFRONT COSTS (INCLUDING LICENSE PURCHASE FEES), RECURRING FEES, OR THIRD PARTY FEES.**

• Service Exclusivity (If using InSync RCM services). Practice acknowledges that InSync RCM Services will have the exclusive rights to perform all components of billing and collections for services rendered by the Practice to their patients and/or clients on or after the acceptance of this Agreement. Practice acknowledges that it will not outsource or perform inhouse or within another department of the Practice any components of its billing and collections for all services rendered by the Practice during the effective term of this Agreement.

• Customer and InSyncHCS expressly agree that: (1) the exclusive jurisdiction for any dispute between the Parties (whether relating to this Agreement or otherwise) shall be the court of record for Hillsborough County, Florida; and (2) prior to filing any cause of action, or legal proceeding, the Parties agree that they will first be required to attend in-person mediation in Tampa, FL. Both Parties agree to send a representative with full settlement authority to the mediation. All mediation costs (excluding a party's travel costs) shall be split between the Parties. The foregoing, the pre-suit mediation requirement will be waived and not required in the event InSyncHCS brings an action against Customer for unpaid fees

• Financing options for license purchases are available through InSyncHCS's capital funding partner(s) and are subject to credit approval.

• additional licenses will incur additional costs

• InSync can only recreate and deploy Assessment Tools such as the Patient Specific Functional Score if the publishers of the Assessment Tool give written permission to InSync. At times, publishers may give free permission but at other times they can also require a fee per user that would most likely be passed over to our users. There is no guarantee that a publisher will give permission for InSync to recreate these Assessment Tools within the EHR so InSync cannot assure that these will be recreated and deployed within the InSync EHR.

Client Initials

Value-Added and Third-Party Products & Services

		Unit Price	QTY	Client Initials
Clearinghouse Fee				
Unlimited HCFA Electronic Claims, ERAs and Secondary Claims from Participating Payers.	**Per provider NPI/month**	$25	0	
Transaction based HCFA clearinghouse plan. Transaction defined as Claim submission, Rejection, Claim re-submission, and ERA.	**Per provider NPI/transaction**	$0.39	0	
NOTE: 90 day notice to change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.				
Paper HCFA Claim Submission	**Per practice/transaction**	$0.89	0	
Worker's Comp HCFA claim submission with attached encounter notes	**Per practice/transaction**	$0.89	0	
UB-04 Submission plan with 500 transactions per month included under facility NPI for $29. Each additional 500 transactions under facility NPI billed at $29.	**Per facility NPI/month**	$29	0	
Real-Time Insurance Eligibility Check				
Unlimited monthly transactions per Provider NPI	**Per provider NPI/month**	$29	0	
Transaction based eligibility plan. Transaction defined as each patient eligibility check.	**Per provider NPI/transaction**	$0.39	0	
NOTE: 90 day notice for change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.				
Group NPI plan with 500 eligibility transactions per month included under group NPI for $29. Each additional 500 transactions under group NPI billed at $29. Not all insurance companies accept group NPI.	**Per Group NPI/month**	$29	0	
ClaimStaker (Powered by Alpha II) for Claim Scrubber	**Per provider/month**	$65	0	
Medication Management Package (InSyncRx)	**Per provider/month**	$25	0	
Patient hand-outs in 18 languages and comprehensive doctor's drug reference from GSDD Allergy, Drug and Pregnancy interaction review from GSDD Comprehensive managed care formularies from SureScripts, including Medicare Part D and Medicaid RxHub: managed care interface for all-doctor drug history and electronic mail-order				
Integrated ePrescribing for Controlled Substances - EPCS (InSyncRx)	**Per provider/1 time setup**	$150	0	
Setup and Training on e-prescribing and prescription management for controlled substances. Requires Identity Proofing and two-factor authentication. NOTE: This service also requires an annual $100 Identity Proofing fee payable directly to Exostar in addition to the $150 InSync setup fee.				
Outsourced Patient Statement Submission	**Per statement fee (1st pg)**	$0.94	0	
Paper statements Monthly minimum of $20 applies.	**Each additional page**	$0.25		
E-Statements This service requires office to capture valid email addresses for statements to be sent electronically. If email address is invalid, office needs to send paper statement manually.	**Per statement**	$0.30	0	
Appointment Reminder Service (Powered by AlertSolutions)	**Per minute (phone)**	$0.14	0	
One-time set-up fee of $95 applies; Monthly minimum fee of $25 applies; by signing up for appointment reminders you will be set up for all three services Text Message Reminders are $0.14 for first 160 characters. Additional characters will be charged $0.14 for each additional page.	**Per text** **Per email**	$0.14 $0.07		
	Initial setup fee of $95	$95		
ASAM Form	**Per provider/year**	$24	0	
ASAM 6 Dimensions of Care. First year included in total upfront cost.				
Unlimited Telemedicine Integration (Powered By Zoom)	**Per provider/month**	$39	6	
Unlimited telemedicine visits.				
Scanner with Insurance Card & Driver's License OCR Integration	**Per scanner**	$1,095	0	
(SnapShell IDR w/.Net OCR Powered by Card Scanning Solutions Inc.) Optical Character Recognition (OCR) for extracting discrete data elements from scanned Drivers License, IDs and Insurance Cards and populating them directly into fields available on Demographics and Insurance page. NOTE: All OCR devices are warranted by manufacturer for a maximum of 12 months from date of purchase. NOTE: Devices returned other than for defect will be refunded, subject to a 30% restocking fee. **Scanner only available for Windows Devices	Additional charges: Initial setup fee of $95/scanner $45 shipping/handling $149/scanner annual maintenance & support fee	$95 $45		

Attachment: MCBH InSync Term Sheet 12 Additional Providers 2022 - Feb 16 2022 (RES-2022-588 : Approve the Agreement to Purchase 16

Electronic Signature Pad with Integration *(SignatureGem Backlit LCD 1X5 Powered by Topaz Systems Inc.)* Electronic LCD signature pad to capture patients' signature on custom forms; eliminates the need to print and scan the forms back into the system **NOTE:** All signature pad devices are warranted by manufacturer for a maximum of 12 months from date of purchase.) **NOTE:** Devices returned other than for defect will be refunded, subject to a 30% restocking fee.	**Per signature pad** Additional charges: Initial setup fee of $95/scanner $45 shipping/handling $149/pad annual maintenance & support fee	$395 $95 $45	0 0	
InSyncHCS Direct - Organization Account (Powered by Secure Exchange Solutions) Practice email account using the DIRECT protocol for securely sharing healthcare information between referring providers; Required for Meaningful Use Stage 2 (one per practice)	**Per practice/ month**		0	
InSyncHCS Direct - Individual Account *(Powered by Secure Exchange Solutions)* Individual provider personal email account (or per practice organizational account for non-EMR customers) using the DIRECT protocol for securely sharing healthcare information between referring providers	**Per email address/ month**	$15	0	
Electronic Fax – Inbound (Powered by Interfax) Up to 500 inbound pages included per fax line per month	**Per fax line/month** **Toll-Free Number** **Port Current Number** Additional charges: 10 cents/each add'tl page over 500 One-time setup fee of $95 applies	$25 $19 $40 $95	0 0 0	
Electronic Fax – Outbound (Powered by Interfax)	**Per page**	$0.12	0	

Training Plan

			QTY		Client Initials
Onsite Discovery InSync certified trainer will spend a minimum of 2 days onsite at the practice to gain a full understanding of workflows, content, and all practice specific needs.	**2-Day Minimum**	***Included***	0	Days	
Onsite Training InSync certified trainer will spend a minimum of 3 days onsite at the practice training superusers and staff.	**3-Day Minimum**	***Included***	0	Days	
Onsite Trips Total number of trainer travel trips included in overall training plan	**Airfare Included**	***Included***	0	Trips	
Remote Training Remote training hours conducted by InSync certified trainer	**20-Hour Minimum**	***Included***	0	Hours	

Value-Added and Third-Party Products & Services (CONT)

			QTY	Client Initials
Data Import **Option A** Import of basic patient demographic, insurance master files, providers, and referring providers from .xlsx or pipe delimited .csv. • *Client will provide data in specified format.* • *Only fields provided will be converted*		***Included***	0	
Option B Includes Option A plus the conversion of clinical data which includes patient charts, medical history, treatment history, lab results, insurance records and other documents. • *All Clinical Data must be provided to InSync in PDF format. Any other formats will not be converted. Data Index file may be required to name documents appropriately.* • *Clinical Data is converted as PDF attachments in the document manager.* • ***This option includes up to 50 GB of data storage. Anything over 50 GB will incur an additional cost of $5 per GB per month.*** ****NOTE: Any import/export of data in format other than .xlsx, pipe (|) delimited, or C-CDA will incur additional charges for data formatting.*** ***This fee is due to InSync. Your current software may charge for any data extractions. This is outside of the fees paid to InSync.** ****All Data Migration/Conversion services are provided as a convenience for our customers. InSyncHCS assumes no liability with regards to the accuracy, integrity or validity of migrated or extracted data.** **Additional GB Cost Estimation: Information provided by practice.**	$5 per GB over 50 GB	***Included***	0	
HL7 Link to 3rd Party Software • *Upon development scope and confirmation*			0	
Client Registration API Website Link Link established on client website for patient registration.			0	
State Data Submission Practice agrees to use InSync's existing state data submission functionality. If additional development is required, project is subject to Statement of Work and any fees associated with it.			0	
MIPS Submission Service InSync will setup and train practice on MIPS submission though the InSync software. ****Client will incur an additional fee based on submission method and number of measures***		Request activation	0	
Medical Transcription	**Ask for quote**			
Scribe Service	**Ask for quote**			

Attachment: MCBH InSync Term Sheet 12 Additional Providers 2022 - Feb 16 2022 (RES-2022-588 : Approve the Agreement to Purchase 16

Comments:

This agreement serves to add 12 additional provider licenses to be used by Mariposa County Behavioral Health at their discretion.
Based on the current provider count, InSync will not increase Support, Maintenance, and Hosting by more than 5% in a given year.

Practice Legal Name:	**Mariposa County Behavioral Health**
DBA:	**Mariposa County Behavioral Health**
Address:	**5360 Lemee Lane**
City, State, Zip:	**Mariposa, CA, 95338**
Phone:	**209-742-0821**
Fax:	
Email:	lrumfelt@mariposahsc.org
Contact Name:	**Lynn Rumfelt**

Authorized Signature: _____

(Please Note: By signing this document you are confirming that you are authorized to make commitments on behalf of the medical practice and affirm acceptance of the software "as-is", that the signor had satisfied themselves the software is suited for their intended purpose. If there are any exceptions they must be listed in the above comment section.)

Name: _____

Title: _____

Date: _____

InSync Healthcare Solutions, LLC

Company Name:	InSync Healthcare Solutions, LLC
Address:	8408 Benjamin Road
City, State, Zip:	Tampa, FL 33634
Phone:	973-404-9289
Fax:	732-200-3308
Sales Person:	Tony Spino

By: _____

Name: _____

Title: _____

Effective Date: _____

Client Initials

Payment Options: Please Select one of the below payment options

Option 1:
I have Payment Information for the account already on file and wish to use that method for payment of this term sheet _____

Option 2:
I would like to receive an invoice via email for this purchase so that I may submit payment via InSyncHCS.com. PAYMENT IS DUE UPON RECEIPT OF THE INVOICE I understand that failure to submit payment within 14 days could result in licenses being deactivated _____

Option 3:
I would like to be sent an invoice via email so that I may mail a check for payment. PAYMENT IS DUE UPON RECEIPT OF THE INVOICE I understand that I will incur a $10 dollar check processing fee, and that if payment is not received within 14 days, licenses may be deactivated _____

Option 4:
I will provide payment information below to be used on a ONE TIME basis to pay for the full amount of this term sheet _____

ACH Authorization:

Customer's Financial Institution: _____ City/State: _____

Name on Account: _____ Account Type: □ Checking □ Savings

Routing / ABA No: _____ Account No: _____

Credit Card: Name on Card: _____

Card Type: □ Visa □ Master Card □ American Express Card No.: _____

Billing Address: _____ Expiration Date: _____ Security Code: _____

Version 2.043

Attachment: MCBH InSync Term Sheet 12 Additional Providers 2022 - Feb 16 2022 (RES-2022-588 : Approve the Agreement to Purchase 16

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-126

MEETING: February 22, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Acting Health & Human Services Agency Director

RE: Second Amendment - InSync Healthcare Solutions, LLC EHR Agreement with Behavioral Health

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Second Amendment to an Agreement with InSync Healthcare Solutions, LLC to Increase the Amount Not to Exceed $266,147; Include an Additional Twelve (12) Licenses for Services; and Authorize the Board of Supervisors Chair to Sign the Amendment.

InSync Healthcare Solutions, LLC (InSync) provides extensive support and hosting of their Electronic Health Record Information System that is essential to the operation of Mariposa County Behavioral Health. It is more cost efficient for the County to contract with InSync for their software system and their associated services than attempt to duplicate their services. The costs for additional qualified Information Technology (IT) personnel, information security, client insurance eligibility updates, and electronic prescribing of medications would exceed the costs of this contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved the agreement on December 10, 2019 through Resolution Number 2019-692.

Board of Supervisors approved First Amendment to the agreement on December 1, 2020 through Resolution Number 2020-698.

Board of Supervisors approved Term Sheet with InSync on December 22, 2020 through Resolution Number 2020-740.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Amendment is not approved, Health and Human Services would experience difficulty in achieving the optimal level of support for its claiming and clinical documentation software.

FINANCIAL IMPACT:
The cost of this agreement will be spread over several budget units (Behavioral Health, Alcohol & Drug, and Mental Health Services Act) based on the benefit to each unit and is incorporated in the FY21-22 budget. There is no impact to the General Fund.

Attachment: InSync Healthcare Solutions 2nd Amendment - Wsignatures - Res. #2022-126 (RES-2022-588 : Approve the Agreement to Purchase

ATTACHMENTS:
First Amend. InSync TandC Wallsignatures (PDF)
InSync EHR - Purchase Agreement - Mariposa County (Res 2019-692) - 20191210 (1) (PDF)
MCBH InSync Term Sheet 12 Additional Providers 2022 - Feb 16 2022 (PDF)

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

Attachment: InSync Healthcare Solutions 2nd Amendment - Wsignatures - Res. #2022-126 (RES-2022-588 : Approve the Agreement to Purchase



PM/EMR Software & Services Term Sheet (12 Additional Providers)

Number of Providers:	12	Practice Legal Name:	Mariposa County Behavioral Health
		Practice Name:	Mariposa County Behavioral Health
		Date of Term Sheet:	02/09/2022
		Price Validity:	90 Days
TOTAL NUMBER OF PROVIDERS:	12	1st 3rd Party Invoice date:	02/01/2022

Client Initials RS

Package, Licensing & Term Options

	InSync® PM	InSync® EMR	InSync® PM+EMR	InSync® PM+EMR plus RCM
	License Purchase	License Purchase	License Purchase	Subscription
License Term			Purchase	
Total Upfront Cost			$42,312	
Total Upfront License Costs			$39,504	
License Cost $2,500 Per Provider			$30,000	
Set Up and Configuration $495 per Provider			$5,940	
Annual Support $108 per Provider (02/01/2022-12/31/2022)			$1,188	
Annual Maintenance $108 per Provider (02/01/2022-12/31/2022)			$1,188	
Annual Hosting $108 per Provider (02/01/2022-12/31/2022)			$1,188	
Annual Telehealth License Cost (6 Annual Licenses from 10/01/2021-09/30/2022)			*$2,808*	

	InSync® PM	InSync® EMR	InSync® PM+EMR	InSync® PM+EMR plus RCM
EMR		•	•	•
Practice management (Billing)	•		•	•
Scheduler	•	•	•	•
Patient registration	•	•	•	•
Document management	•	•	•	•
Secure messaging	•	•	•	•
Meaningful Use tools		•	•	•
Reporting	•	•	•	•
Patient portal		•	•	•

Professional Services Included

Set Up and Configuration Of License	•	•	•	•
RCM (Medical Billing) Service				•

Support, Maintenance & Hosting Subscription
(For license purchase customers only - All included in first year of term and billed annually each year thereafter)

		Unit Price	QTY	Client Initials
Support, Maintenance & Hosting Fees	Per provider/month	$27	12	RS

Attachment: InSync Healthcare Solutions 2nd Amendment - Wsignatures - Res. #2022-126 (RES-2022-588 : Approve the Agreement to Purchase

Additional Terms

• Customer's access to and continued use of the Software and Services (including RCM Services, if applicable) is subject to acceptance of InSync HCS's Terms and Conditions of Use and Account Agreement and, if applicable, the InSync HCS RCM Terms and Conditions Agreement. The General Terms and Conditions and the RCM Terms and Conditions are incorporated into this term sheet. ***Customer will be required to accept such terms and conditions online upon login and should review such documents in detail to ensure compliance all terms and conditions.**

• Third party add-on software modules and services may be subject to such additional terms and conditions, fees, and limitations that may be made available to Customer in writing from time to time. Such fees will be billed separately by InSyncHCS.

• Total Upfront Costs are due upon execution of this Term Sheet. All reoccurring fees (and third party fees) are subject to increase from time to time are due and payable on the first calendar day of each month and must be paid by ACH (auto-debit) or credit card only. **CUSTOMER AGREES AND ACKNOWLEDGES THERE ARE NO REFUNDS FOR ANY UPFRONT COSTS (INCLUDING LICENSE PURCHASE FEES), RECURRING FEES, OR THIRD PARTY FEES.**

• Service Exclusivity (If using InSync RCM services). Practice acknowledges that InSync RCM Services will have the exclusive rights to perform all components of billing and collections for services rendered by the Practice to their patients and/or clients on or after the acceptance of this Agreement. Practice acknowledges that it will not outsource or perform inhouse or within another department of the Practice any components of its billing and collections for all services rendered by the Practice during the effective term of this Agreement.

• Customer and InSyncHCS expressly agree that: (1) the exclusive jurisdiction for any dispute between the Parties (whether relating to this Agreement or otherwise) shall be the court of record for Hillsborough County, Florida; and (2) prior to filing any cause of action, or legal proceeding, the Parties agree that they will first be required to attend in-person mediation in Tampa, FL. Both Parties agree to send a representative with full settlement authority to the mediation. All mediation costs (excluding a party's travel costs) shall be split between the Parties. The foregoing, the pre-suit mediation requirement will be waived and not required in the event InSyncHCS brings an action against Customer for unpaid fees

• Financing options for license purchases are available through InSyncHCS's capital funding partner(s) and are subject to credit approval.

• additional licenses will incur additional costs

• InSync can only recreate and deploy Assessment Tools such as the Patient Specific Functional Score if the publishers of the Assessment Tool give written permission to InSync. At times, publishers may give free permission but at other times they can also require a fee per user that would most likely be passed over to our users. There is no guarantee that a publisher will give permission for InSync to recreate these Assessment Tools within the EHR so InSync cannot assure that these will be recreated and deployed within the InSync EHR.

Client Initials RS

Value-Added and Third-Party Products & Services

		Unit Price	QTY	Client Initials
Clearinghouse Fee				
Unlimited HCFA Electronic Claims, ERAs and Secondary Claims from Participating Payers.	**Per provider NPI/month**	$25	0	
Transaction based HCFA clearinghouse plan. Transaction defined as Claim submission, Rejection, Claim re-submission, and ERA.	**Per provider NPI/transaction**	$0.39	0	
NOTE: 90 day notice to change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.				
Paper HCFA Claim Submission	**Per practice/transaction**	$0.89	0	
Worker's Comp HCFA claim submission with attached encounter notes	**Per practice/transaction**	$0.89	0	
UB-04 Submission plan with 500 transactions per month included under facility NPI for $29. Each additional 500 transactions under facility NPI billed at $29.	**Per facility NPI/month**	$29	0	
Real-Time Insurance Eligibility Check				
Unlimited monthly transactions per Provider NPI	**Per provider NPI/month**	$29	0	
Transaction based eligibility plan. Transaction defined as each patient eligibility check.	**Per provider NPI/transaction**	$0.39	0	
NOTE: 90 day notice for change of provider plan between Transaction and Unlimited. Not all payers accept group NPI.				
Group NPI plan with 500 eligibility transactions per month included under group NPI for $29. Each additional 500 transactions under group NPI billed at $29. Not all insurance companies accept group NPI.	**Per Group NPI/month**	$29	0	
ClaimStaker (Powered by Alpha II) for Claim Scrubber	**Per provider/month**	$65	0	
Medication Management Package (InSyncRx)	**Per provider/month**	$25	0	
Patient hand-outs in 18 languages and comprehensive doctor's drug reference from GSDD Allergy, Drug and Pregnancy interaction review from GSDD Comprehensive managed care formularies from SureScripts, including Medicare Part D and Medicaid RxHub: managed care interface for all-doctor drug history and electronic mail-order				
Integrated ePrescribing for Controlled Substances - EPCS (InSyncRx)	**Per provider/1 time setup**	$150	0	
Setup and Training on e-prescribing and prescription management for controlled substances. Requires Identity Proofing and two-factor authentication. NOTE: This service also requires an annual $100 Identity Proofing fee payable directly to Exostar in addition to the $150 InSync setup fee.				
Outsourced Patient Statement Submission	**Per statement fee (1st pg)**	$0.94	0	
Paper statements Monthly minimum of $20 applies.	**Each additional page**	$0.25		
E-Statements This service requires office to capture valid email addresses for statements to be sent electronically. If email address is invalid, office needs to send paper statement manually.	**Per statement**	$0.30	0	
Appointment Reminder Service (Powered by AlertSolutions)	**Per minute (phone)**	$0.14	0	
One-time set-up fee of $95 applies; Monthly minimum fee of $25 applies; by signing up for appointment reminders you will be set up for all three services Text Message Reminders are $0.14 for first 160 characters. Additional characters will be charged $0.14 for each additional page.	**Per text** **Per email**	$0.14 $0.07		
	Initial setup fee of $95	$95		
ASAM Form	**Per provider/year**	$24	0	
ASAM 6 Dimensions of Care. First year included in total upfront cost.				
Unlimited Telemedicine Integration (Powered By Zoom)	**Per provider/month**	$39	6	
Unlimited telemedicine visits.				
Scanner with Insurance Card & Driver's License OCR Integration	**Per scanner**	$1,095	0	
(SnapShell IDR w/.Net OCR Powered by Card Scanning Solutions Inc.)	Additional charges:			
Optical Character Recognition (OCR) for extracting discrete data elements from scanned Drivers License, IDs and Insurance Cards and populating them directly into fields available on Demographics and Insurance page. NOTE: All OCR devices are warranted by manufacturer for a maximum of 12 months from date of purchase. NOTE: Devices returned other than for defect will be refunded, subject to a 30% restocking fee. **Scanner only available for Windows Devices	Initial setup fee of $95/scanner $45 shipping/handling $149/scanner annual maintenance & support fee	$95 $45		

Attachment: InSync Healthcare Solutions 2nd Amendment - Wsignatures - Res. #2022-126 (RES-2022-588 : Approve the Agreement to Purchase

Electronic Signature Pad with Integration *(SignatureGem Backlit LCD 1X5 Powered by Topaz Systems Inc.)* Electronic LCD signature pad to capture patients' signature on custom forms; eliminates the need to print and scan the forms back into the system **NOTE:** All signature pad devices are warranted by manufacturer for a maximum of 12 months from date of purchase.) **NOTE:** Devices returned other than for defect will be refunded, subject to a 30% restocking fee.	**Per signature pad** Additional charges: Initial setup fee of $95/scanner $45 shipping/handling $149/pad annual maintenance & support fee	$395 $95 $45	0 0	
InSyncHCS Direct - Organization Account (Powered by Secure Exchange Solutions) Practice email account using the DIRECT protocol for securely sharing healthcare information between referring providers; Required for Meaningful Use Stage 2 (one per practice)	**Per practice/ month**		0	
InSyncHCS Direct - Individual Account *(Powered by Secure Exchange Solutions)* Individual provider personal email account (or per practice organizational account for non-EMR customers) using the DIRECT protocol for securely sharing healthcare information between referring providers	**Per email address/ month**	$15	0	
Electronic Fax – Inbound (Powered by Interfax) Up to 500 inbound pages included per fax line per month	**Per fax line/month** **Toll-Free Number** **Port Current Number** Additional charges: 10 cents/each add'tl page over 500 One-time setup fee of $95 applies	$25 $19 $40 $95	0 0 0	
Electronic Fax – Outbound (Powered by Interfax)	**Per page**	$0.12	0	

Training Plan

			QTY		Client Initials
Onsite Discovery InSync certified trainer will spend a minimum of 2 days onsite at the practice to gain a full understanding of workflows, content, and all practice specific needs.	**2-Day Minimum**	***Included***	0	Days	
Onsite Training InSync certified trainer will spend a minimum of 3 days onsite at the practice training superusers and staff.	**3-Day Minimum**	***Included***	0	Days	
Onsite Trips Total number of trainer travel trips included in overall training plan	**Airfare Included**	***Included***	0	Trips	
Remote Training Remote training hours conducted by InSync certified trainer	**20-Hour Minimum**	***Included***	0	Hours	

Value-Added and Third-Party Products & Services (CONT)

			QTY	Client Initials
Data Import **Option A** Import of basic patient demographic, insurance master files, providers, and referring providers from .xlsx or pipe delimited .csv. • *Client will provide data in specified format.* • *Only fields provided will be converted*		***Included***	0	
		Included	0	
Option B Includes Option A plus the conversion of clinical data which includes patient charts, medical history, treatment history, lab results, insurance records and other documents. • *All Clinical Data must be provided to InSync in PDF format. Any other formats will not be converted. Data Index file may be required to name documents appropriately.* • *Clinical Data is converted as PDF attachments in the document manager.* • ***This option includes up to 50 GB of data storage. Anything over 50 GB will incur an additional cost of $5 per GB per month.*** ****NOTE: Any import/export of data in format other than .xlsx, pipe (|) delimited, or C-CDA will incur additional charges for data formatting.*** ***This fee is due to InSync. Your current software may charge for any data extractions. This is outside of the fees paid to InSync.** ****All Data Migration/Conversion services are provided as a convenience for our customers. InSyncHCS assumes no liability with regards to the accuracy, integrity or validity of migrated or extracted data.**				
Additional GB Cost Estimation: Information provided by practice.		$5 per GB over 50 GB	0	
HL7 Link to 3rd Party Software • *Upon development scope and confirmation*			0	
Client Registration API Website Link Link established on client website for patient registration.			0	
State Data Submission Practice agrees to use InSync's existing state data submission functionality. If additional development is required, project is subject to Statement of Work and any fees associated with it.			0	
MIPS Submission Service InSync will setup and train practice on MIPS submission though the InSync software. ***Client will incur an additional fee based on submission method and number of measures***		Request activation	0	
Medical Transcription	**Ask for quote**			
Scribe Service	**Ask for quote**			

Attachment: InSync Healthcare Solutions 2nd Amendment - Wsignatures - Res. #2022-126 (RES-2022-588 : Approve the Agreement to Purchase

Comments:

This agreement serves to add 12 additional provider licenses to be used by Mariposa County Behavioral Health at their discretion.
Based on the current provider count, InSync will not increase Support, Maintenance, and Hosting by more than 5% in a given year.

Practice Legal Name:	**Mariposa County Behavioral Health**
DBA:	**Mariposa County Behavioral Health**
Address:	**5360 Lemee Lane**
City, State, Zip:	**Mariposa, CA, 95338**
Phone:	**209-742-0821**
Fax:	
Email:	lrumfelt@mariposahsc.org
Contact Name:	**Lynn Rumfelt**

Authorized Signature: 69A6C7C3D88 Rosemarie Smallcombe ZorroSign

(Please Note: By signing this document you are confirming that you are authorized to make commitments on behalf of the medical practice and affirm acceptance of the software "as-is", that the signor had satisfied themselves the software is suited for their intended purpose. If there are any exceptions they must be listed in the above comment section.)

Name: Rosemarie Smallcombe

Title: Board Chair

Date: 02/22/2022

Approved as to Legal Form: 69A6C7C3D5D Steven W. Dahlem ZorroSign

Steve W. Dahlem, County Counsel

InSync Healthcare Solutions, LLC

Company Name:	InSync Healthcare Solutions, LLC
Address:	8408 Benjamin Road
City, State, Zip:	Tampa, FL 33634
Phone:	973-404-9289
Fax:	732-200-3308
Sales Person:	Tony Spino

By: 69A6C7C3D99 Roland Therriault ZorroSign

Name:

Title:

Effective Date: 03/01/2022

Client Initials

Payment Options: Please Select one of the below payment options

Option 1:
I have Payment Information for the account already on file and wish to use that method for payment of this term sheet

Option 2:
I would like to receive an invoice via email for this purchase so that I may submit payment via InSyncHCS.com. PAYMENT IS DUE UPON RECEIPT OF THE INVOICE I understand that failure to submit payment within 14 days could result in licenses being deactivated

Option 3:
I would like to be sent an invoice via email so that I may mail a check for payment. PAYMENT IS DUE UPON RECEIPT OF THE INVOICE I understand that I will incur a $10 dollar check processing fee, and that if payment is not received within 14 days, licenses may be deactivated

Option 4:
I will provide payment information below to be used on a ONE TIME basis to pay for the full amount of this term sheet

ACH Authorization:

Customer's Financial Institution: _____ City/State: _____

Name on Account: _____ Account Type: □ Checking □ Savings

Routing / ABA No: _____ Account No: _____

Credit Card: Name on Card: _____

Card Type: □ Visa □ Master Card □ American Express Card No.: _____

Billing Address: _____ Expiration Date: _____ Security Code: _____

Version 2.043

Attachment: InSync Healthcare Solutions 2nd Amendment - Wsignatures - Res. #2022-126 (RES-2022-588 : Approve the Agreement to Purchase

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-589

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Consultant Contracts for Working Lands, Working Artists

RECOMMENDATION AND JUSTIFICATION:
Approve Two Agreements with the Mariposa County Arts Council for Amounts Not to Exceed $5,000 and $35,000 for Phase I of the Working Lands, Working Artists Project; Authorize the Board of Supervisors Chair to Sign the Agreements and Any Amendments (Subject to Approval as to Legal Form by County Counsel); and Approve Budget Action Increasing Revenue and Appropriations in the Planning Department Budget to Receive Unanticipated Funds ($75,000)

The Our Town Grant Program is among the most substantial and successful creative placemaking grant programs available to communities. These grants support projects that integrate arts, culture, and design activities into efforts that strengthen communities by advancing local economic, physical, and/or social outcomes. Successful Our Town projects ultimately lay the groundwork for systemic changes that sustain the integration of arts, culture, and design into strategies for strengthening communities. Each year, the program funds a diverse array of projects from a variety of social and cultural contexts. This includes rural communities, many of which have used the grant to support comprehensive cultural planning efforts.

In FY 19-20, the Planning Department and Mariposa County Arts Council jointly applied for and received funding through this grant program to develop the Creative Placemaking Strategy. That document, which has been in development for several years and for which a public hearing will take place this afternoon, contains several priority recommendations that align with the proposed project, including Programs 1, 2, and 4.

In August 2021, the Board authorized the Planning Department to submit an application to the Our Town program for the Working Lands, Working Artists project. This project is intended to hire designers to develop art, design, and creative placemaking projects and programs to support the development of the Mariposa County Agriculture and Working Landscapes Conservation Plan (AWLCP) (see information in Background section below, RES-2019-522). That application was successful.

The initial application contained a $5,000 allocation to the Mariposa County Arts

Council to lead the stakeholder engagement aspect of the project. This initial commitment is reflected in the first of the agreements in this item. An additional contract to oversee the artist selection and management work for Phase I of this project is also included in this Board item. This scope of work is both distinct from the stakeholder engagement activities, and separate from the initial scope originally proposed in the grant application. For accounting and grant management purposes, it was determined that it would be more expedient to pursue separate contracts for each of these scopes.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
RES-2021-485: Adopt a Resolution Approving the Submittal of an Application to the National Endowment for the Arts (NEA) Our Town Grant Program to Fund the "Working Landscapes, Working Artists" Project; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel).

RES-2019-522: Approved the submittal of an Application to the Sustainable Agricultural Lands Conservation (SALC) Program Grant for Mariposa County and Authorize the Board Chair to sign the Letter of Support. This grant was awarded and funding is being used to produce the Mariposa County Agriculture and Working Lands Conservation Plan. This plan will result in a quantified analysis of the GHG benefits of the County's Ag/Working Landscape lands, long range conservation strategies, an educational program, and potential economic opportunities that are based on rancher, community and other key stakeholder participation.

RES-2018-387: Approved the submittal of an application to the NEA Our Town Grant Program to fund preparation of a countywide Creative Placemaking Master Plan, approved a letter of support, and authorized the Board of Supervisors Chair to sign the letter

RES-2018-026: Established the Creative Placemaking Strategy Advisory Committee, to which members were appointed on 3/13/2018.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action will result in significant delays to this project.

FINANCIAL IMPACT:
No fiscal impact to the County General Fund as expenses incurred will be paid from grant funds.

ATTACHMENTS:
220908 Art Agreement_DRAFT (DOC)
220906 Engagement Agreement_DRAFT (DOC)
Budget Action Form (PDF)

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

.

AGREEMENT FOR PUBLIC ART AND PLACEMAKING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of October, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Mariposa County Arts Council, Inc. ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or 7/1/2024, whichever is earlier.

2. SERVICES

Contractor shall perform public art and placemaking services as described in Exhibit A, "Scope of Work + Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $35,000 as set forth in Exhibit A, "Scope of Work + Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

Attachment: 220908 Art Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

Attachment: 220908 Art Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

Attachment: 220908 Art Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Executive Director
Mariposa County Arts Council, Inc.
5009 Highway 140
P.O. Box 2134
Mariposa, CA 95338

COUNTY:
Senior Community Design and Development Planner
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

12. COMPLIANCE

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

Attachment: 220908 Art Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit A.

B. Either party may terminate this Agreement for convenience upon 60 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

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 + Cost Proposal." 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.

Attachment: 220908 Art Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the

Attachment: 220908 Art Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance

Attachment: 220908 Art Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Cara Goger, Executive Director Mariposa County Arts Council, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: 220908 Art Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

Exhibit A
SCOPE OF WORK + COST PROPOSAL

1. **Artist Selection Process: up to $10,000**

This project applies public art and the skills and perspectives of artists to support and add nuance to the community engagement components of Mariposa County's Agricultural and Working Landscape Conservation Plan (AWLCP). This community planning initiative will serve as a roadmap for conserving Mariposa County's working landscapes in the context of both climate change and development pressures, and provide a strategy for maximizing the ecological and cultural co-benefits that are provided by the County's working lands.

Artists will be selected through a Requests for Proposals jointly managed by the Mariposa County Planning Department and Mariposa County Arts Council. The selection committee may include with members of the:

- Mariposa County Creative Placemaking Strategy Advisory Committee
- Mariposa County Farm Bureau
- Mariposa County Cooperative Extension
- Sierra Foothills Conservancy serving on the selection committee.

Proposals will be judged on a variety of criteria, in particular the extent to which artists have a connection to rural lifeways, working lands ethics, and the ability to explore the range of often competing narratives in a community's sense of place. Successful responses will also embrace the project's important role in the AWLCP planning process, and artists should have demonstrated experience supporting community planning initiatives.

While implemented projects will be the product of selected artists and their collaborative vision, examples of supported planning functions include: enabling visitors to leave comments or other input to weigh in on important decisions in the planning effort; encouraging people to come together and actively participate in planning activities like workshops, community dinners, and forums; and providing information about and updates regarding the planning process. Work will be focused in areas with longstanding working lands histories, especially those that are under increased pressure for conversion. these areas are primarily the western portions of the county, in and near communities like Catheys Valley and Hornitos.

2. **Artist Management: up to $25,000**

The contractor will be responsible for managing selected artist(s) in the production of work that has been deemed appropriate and effective at meeting the project's goals. Responsibilities in this task include:

- Quality assurance and control
- Artist compensation, funds for which are included in the professional services agreement between contractor and Mariposa County
- Ensuring that art is delivered in a timely manner to align with engagement milestones in the AWLCP development process
- Other tasks as needed

Attachment: 220908 Art Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

AGREEMENT FOR STAKEHOLDER ENGAGEMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of October, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Mariposa County Arts Council, Inc. ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or 7/1/2024, whichever is earlier.

2. SERVICES

Contractor shall perform stakeholder engagement services as described in Exhibit A, "Scope of Work + Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $5,000 as set forth in Exhibit A, "Scope of Work + Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

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

A. <u>MINIMUM SCOPE AND LIMIT OF INSURANCE</u>

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Attachment: 220906 Engagement Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate

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

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status: County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Attachment: 220906 Engagement Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: 220906 Engagement Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Executive Director
Mariposa County Arts Council, Inc.
5009 Highway 140
P.O. Box 2134
Mariposa, CA 95338

COUNTY:
Senior Community Design and Development Planner
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment

Attachment: 220906 Engagement Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit A.

B. Either party may terminate this Agreement for convenience upon 60 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

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

Attachment: 220906 Engagement Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

to complete Exhibit A, "Scope of Work + Cost Proposal." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform

Attachment: 220906 Engagement Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

Attachment: 220906 Engagement Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Cara Goger, Executive Director Mariposa County Arts Council, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: 220906 Engagement Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

Exhibit A
SCOPE OF WORK + COST PROPOSAL

In 2019, Mariposa County was awarded funding from the California Department of Conservation to develop an Agricultural and Working Landscape Conservation Plan (AWLCP), which will pair quantitative analysis with community engagement to develop a strategy for protecting the working landscape from widespread conversion.

The proposed project will deepen the AWLCP's engagement and dialogue components, using art and design to solicit meaningful input on this critical community planning initiative, articulating a spectrum of contemporary narratives and ideas about rural lifeways while implementing key recommendations of the countywide Creative Placemaking Strategy.

The contractor will be responsible for leveraging unique public art and placemaking projects selected for this project (subject to a different agreement) to complement the stakeholder engagement activities already planned for the AWLCP development effort. Essential to this task is coordination with the contractor team selected by the Planning Department for the AWLCP to collaboratively align the objectives and actions of this contract with the work plan of the AWLCP project.

Additionally, work under this contract will require the selected contractor to work with the AWLCP team to implement stakeholder engagement events and milestones. Examples might include:

- enabling visitors to leave comments or other input to weigh in on important decisions in the planning effort;
- encouraging people to come together and actively participate in planning activities like workshops, community dinners, and forums; and
- providing information about and updates regarding the planning process in hubs of agricultural and working lands activity, such as near communities like Catheys Valley and Hornitos.

The total fee for all of the services contained in this scope of work is $5000.

Attachment: 220906 Engagement Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

Attachment: 220906 Engagement Agreement_DRAFT (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3544	249	46165	Our Town Grant		($75,000)	
3544	249	60301	Prof Services		$75,000	
TRANSFER BETWEEN FUNDS					**DEBIT**	**CREDIT**
					$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 with a budget unit;

JUSTIFICATION:

The county will be getting grant reimbursement. (NEA, Our Town Grant)

DEPARTMENT HEAD _____ DATE 9/23/22

APPROVED BY RES NO. _____ CLERK _____ DATE _____

AUDITOR'S USE ONLY
BA#

Attachment: Budget Action Form (RES-2022-589 : Consultant Contracts for Working Lands, Working Artists)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-590

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Declare Christmas in Coulterville Parade a County Sponsored Event and Waive Permit Fee

---

RECOMMENDATION AND JUSTIFICATION:
Declare the December 3, 2022, Christmas in Coulterville Parade a County sponsored Event; and authorize the Public Works waive the Encroachment Permit Fee of $168.00.

The Christmas parade will take place from 5:00 pm to 5:30 pm. The organizers of the Coulterville Community Club have routed the parade to begin on Cemetery Road, continue to Main Street then west on Main Street ending at the intersection of Highway 49.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has sponsored and waived fees for such events in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the fee will put a financial hardship on the Club.

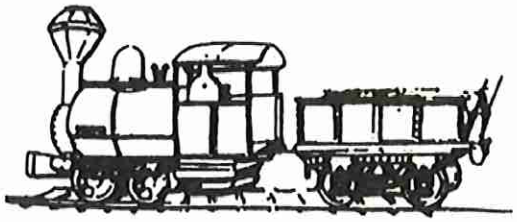
ATTACHMENTS:
Letter to BOS (PDF)
Encroachment Permit (PDF)
Map of Parade (PDF)

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

REF ID# 13408

THE COULTERVILLE COMMUNITY CLUB

EIN # 77-0178850



P.O. Box 92, Coulterville, CA 95311

Date: September 19, 2022

To: Mariposa County Board of Supervisors

From: Mike Kambeitz, CCC President

From: Shirley Husted, Secretary & Events Chairman, Coulterville Community Club

The Coulterville Community Club is planning a "***Christmas in Coulterville***" parade on December 3, 2022 at 5:00 pm. ending at 5:30pm

The parade will begin at Cemetery Rd, continue to Main St, then west on Main St., ending at the Hwy. 49 intersection. To address safety concerns for children and parade watchers, we have submitted a permit requesting a road closure, along with a detour plan. Arrangements will be made with SCOPE and the Sheriff's office to assist with the detour.

This Event is being planned for the local children and families of our small community at no charge to anyone. All event organizers are volunteers. Therefore, we are respectively asking the Board of Supervisors to waive the $168.00 permit fee and provide County Insurance Coverage, if possible.

Thank you. Your consideration will be greatly appreciated.

Please contact Shirley Husted, CCC Secretary & Events Chairman, if you have any questions at (209) 852-2100; Shusted4830@yahoo.com.

Attachment: Letter to BOS (RES-2022-590 : Declare Christmas in Coulterville Parade a County Sponsored Event and Waive Permit Fee)

MARIPOSA COUNTY
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: 9-19-22

BUILDING PERMIT: _____

Coulterville Community Club

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON _____ 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
X OTHER (EXPLAIN BELOW)
Coulterville Christmas Parade on 12/31/22

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

Cemetery Rd @ Main St. (Greeley Hill Rd) down Main St to end at Hwy 49 Parade to start at 5:00pm and be finished by 5:30pm

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

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. _____

DATE ISSUED _____

Shirley Husted
OWNERS NAME (Please print)

Husted
SIGNATURE OF OWNER/APPLICANT

PO Box 133
OWNERS MAILING ADDRESS

Coulterville Ca 95311
CITY STATE ZIP

209 852-2100
PHONE NUMBER

Attachment: Encroachment Permit (RES-2022-590 : Declare Christmas in Coulterville Parade a County Sponsored Event and Waive Permit Fee)

Attachment: Map of Parade (RES-2022-590 : Declare Christmas in Coulterville Parade a County Sponsored Event and Waive Permit Fee)

Copyright © and (P) 1988–2012 Microsoft Corporation and/or its suppliers. All rights reserved. http://www.microsoft.com/streets/
Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-591

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Declare the Coulterville Trunk or Treat a County Sponsored Event, Waive Permit Fees

---

RECOMMENDATION AND JUSTIFICATION:
Declare October 29, 2022, Coulterville Trunk or Treat Event as an annual County Sponsored Event; and authorize Public Works to waive the Encroachment Fee of $168.00.

The event will go from 5:30 pm to 9:00 pm with the set up beginning at 4:00 pm event will be on Main Street from Highway 49 to Pine Street. Scope and the Sheriff's office will assist with road closure and detour for the event which will provide a safe environment for the families and children who participate.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved this annual event in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the coordinators will have a hardship paying the fees.

ATTACHMENTS:
Letter to BOS 22 (PDF)
Encroachment Permit 22 (PDF)
CV Trunk or Treat Map22 (PDF)

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

REF ID# 13421

Coulterville Trunk or Treat Committee
PO Box 56
Coulterville CA 95311
(209) 878-3792
redpity73@gmail.com

September 25, 2022

To: Mariposa County Board of Supervisors

From: HettieJane Tyler, member of CTTC

Re: Coulterville's Trunk of Treat

The Coulterville Trunk or Treat Committee is hosting the annual Trunk or Treat on Saturday October 29th from 5:30pm to 9:00pm or un We run out of candy. The event is primarily focused on the first/lower section of main Street, from Hwy 49 to Pine Street. To ensure proper safty for the Children and families, we've submitted a road Closure permit request. We've submitted a Safe detour plan and are arranging SCOPE and Sheriff's Office assistance with our detour.

This is a free event being offered to our local children and community, organized by two (2) individuals with a small budget. We would request consideration from the BOS to waive the $168.00 permit fee and provide the county insurance for this event.

Thank you
HettieJane Tyler

Attachment: Letter to BOS 22 (RES-2022-591 : Declare the Coulterville Trunk or Treat a County Sponsored Event, Waive Permit Fees)

MARIPOSA COUNTY
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE 9-26-22 BUILDING PERMIT _____

Applicant: CTTC - CV Trunk or Treat Committee

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON Main 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
X OTHER (EXPLAIN BELOW)
Trunk or Treat Coulterville

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

Hwy 132 Against @ Cross of Hwy 49 down To Pine St.
@ Closure need on Oct 29th, SAT 2022 from 4p - 7p

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: _____

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. _____

DATE ISSUED _____

Hettie Jane Tyler
OWNERS NAME (Please print)

SIGNATURE OF OWNER/APPLICANT

P.O. Box 56
OWNERS MAILING ADDRESS

Coulterville CA 95311
CITY STATE ZIP

(209) 878-3792
PHONE NUMBER

Attachment: Encroachment Permit 22 (RES-2022-591 : Declare the Coulterville Trunk or Treat a County Sponsored Event, Waive Permit Fees)

Attachment: CV Trunk or Treat Map22 (RES-2022-591 : Declare the Coulterville Trunk or Treat a County Sponsored Event, Waive Permit Fees)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2022-582

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Resolution and Tile Plaque for Dave Conway

RECOMMENDATION AND JUSTIFICATION:

Resolution and Tile Plaque Recognizing Dave Conway for His Service to Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has a long tradition of recognizing the many achievements and accomplishments of staff upon their retirement.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board would miss the chance to highlight the service of an employee.

ATTACHMENTS:
Dave Conway (DOCX)

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

REF ID# 13413

MARIPOSA COUNTY RESOLUTION NUMBER 22-

RECOGNIZING DAVID CONWAY FOR HIS SERVICE TO MARIPOSA COUNTY

WHEREAS DAVE CONWAY began his career in Mariposa County Health Department as a Hazardous Materials Specialists and Environmental Health Trainee in 1990; and

WHEREAS, DAVE, in May of 1990 earned his Registered Environmental Health Specialist certification where he then accepted a contract with the State Department of Health Services to provide Environmental Health services for Mariposa County; and

WHEREAS DAVE has served as the Environmental Health Manager for Mariposa County since 2010, and worked under four County Health Officers during his tenure; and

WHEREAS DAVE served on many state-wide committees to provide and ensure the rural perspective was incorporated in legislation; including the committee that fought the State waterboards on overly restrictive septic rules; rewrote Mariposa County's water well ordinance to come in line with state requirements; served on the Mountain Counties Air Basin Technical Advisory committee since 1998 where he helped create the wildland fire and smoke management protocols and smoke monitoring cache; and

WHEREAS DAVE started the Community Kitchen program working with various organizations to allow individuals across the State to allow community kitchens, allowing home-bakers to prepare food for sale; and

WHEREAS DAVE served on the State Environmental Health Specialist Registration Committee for six years, and is an active member of the California Conference of Directors of Environmental Health where he served as President for the 2021-2022 year; and

WHEREAS DAVE is a fifth generation Mariposa County resident and raised his children here where they were active participants in the Mariposa County Unified School District; and

WHEREAS DAVE is an avid scuba diver, photographer, and outdoorsman, traveling the nation to capture new memories with his wife, children, and grandchildren.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby recognizes and commends **DAVID CONWAY** for his service to Mariposa County, Mariposa County Public Health, and the citizens of Mariposa County, and wishes him a long and happy retirement.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 11th day of October 2022, by unanimous vote.

_____
ROSEMARIE SMALLCOMBE, District I Supervisor

_____
WAYNE FORSYTHE, District IV Supervisor

_____
VACANT, District II Supervisor

_____
MILES MENETREY, District V Supervisor

_____
MARSHALL LONG, District III Supervisor

Attachment: Dave Conway (RES-2022-582 : Resolution and Tile Plaque for Dave Conway)

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve a First Amendment to the FY 22/23 LTC Overall Work Program

---

RECOMMENDED ACTION AND JUSTIFICATION:
Approve First Amendment to the FY 22/23 Local Transportation Commission (LTC) Overall Work Program (OWP) with Caltrans; and Authorize the Executive Director - Mariposa County Local Transportation Commission (MCLTC) to Sign the Overall Work Program Agreement (OWPA) Amendment I.

This amendment is necessary to recognize our carryover amount of $39,500 of Rural Planning Assistance (RPA) Funds from our FY 21/22 OWP Reconciliation Letter; which caused an increase in our FY 22/23 OWP. This amendment will also recognize our carryover balances of the two ongoing grant projects, Integrated Mobility and Housing Strategy Plan, and Phase IV Mariposa Creek Parkway Special Plan. Both projects are SB1 Grants with a total carryover amount of $464,128.33.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
In past years upon the receipt of carryover amounts, amendments have been passed by the LTC.

FY 21/22 Amendment I to the OWP Passed with Resolution #LTC-2021-27.

FY 20/21 Amendment I to the OWP Passed with Resolution #LTC-2020-17.

FY 20/21 Amendment II OWP Passed with Resolution #LTC-2020-19.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should this not be approved staff will not be allowed to utilized the carryover amount for OWP work; nor perform any work or seek reimbursement on the Overall Work Program.

ATTACHMENTS:
Reconciliation Letter FY 21-22 Fully Executed (PDF)
FY 22-23 OWPA - Amendment I 10-11-22 (PDF)
OWP FY 22-23 Amendment I Draft 10-11-22(DOC)

Local Transportation Commission 2022-17

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

California Department of Transportation

DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION PLANNING
P.O. BOX 942873, MS–32 | SACRAMENTO, CA 94273–0001
(916) 654-2596 | FAX (916) 653-0001 TTY 711
www.dot.ca.gov

September 14, 2022

Ms. Shannon Hansen
Executive Director
Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338

Dear Ms. Shannon Hansen:

The purpose of this reconciliation letter for fiscal year (FY) 2021-22 is to confirm the unexpended totals in California Rural Planning Assistance (RPA), federally funded, and state funded grants as of June 30, 2022.

Rural Planning Assistance (RPA):	$39,500.00
20/21 RMRA(SB1) Sustainable Communities Competitive Grants:	$74,764.87
21/22 RMRA(SB1) Sustainable Communities Competitive Grants:	$389,363.46
Total Planning Funds Available:	**$503,628.33**

Pursuant to the MFTA (section 3.C) and the Regional Planning Handbook (section 4.08); an RTPA cannot carryover more than 25% of its annual RPA allocation. If your agency's certification of expenditures exceeds the 25% allowable carryover, the above amount has been adjusted to reflect this.

Attachment: Reconciliation Letter FY 21-22 Fully Executed (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work

Please review the reconciled totals. If in agreement with the balance(s), please sign electronically and email the **electronically signed** letter to Rosie Flores, Federal and Regional Fiscal Oversight Branch Chief at Rosie.Flores@dot.ca.gov.

Please note that in order to remain compliant with FTA Circular 8100.1D and CFR 630.106, all Federally funded carryover must be programmed and received within 90 days of signature.

If you have any questions or need additional information, please contact Lloyd Clark, district Regional Planning Liaison at Lloyd.Clark@dot.ca.gov or Alison Terry, Caltrans Headquarters Fund Specialist at Alison.Terry@dot.ca.gov.

Sincerely,

Erin Thompson Digitally signed by Erin Thompson Date: 2022.09.14 13:14:47 -07'00'

Erin Thompson
Chief, Office of Regional and Community Planning
Division of Transportation Planning

Lynn O'Connor for Digitally signed by Lynn O'Connor for Date: 2022.09.21 13:49:51 -07'00'

Marlon Regisford
Planning Deputy District Director
District 10

I concur with the above balances:

Ms. Shannon Hansen
Executive Director
Mariposa County Local Transportation Commission

9/21/22
Date

Attachment: Reconciliation Letter FY 21-22 Fully Executed (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work

Certification of Expenditure (COE) by Fund Source for

Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa , CA 95338

FY: 2021/22 **MFTA #: 74A0793**

I certify that I am a duly authorized representative of the Regional Transportation Planning Agencies (RTPAs) and the following statement of fund expenditures is consistent with the terms of the Master Fund Transfer Agreement entered into between the RTPA and the State.

I have attached a copy of the Statement of Expenditures by fund source and work element. Matching funds are identified. The expenditures shown are for work completed in accordance with the Fiscal Year approved Overall Work Program. I certify that all state and federal matching requirements have been met.

Identify the Grant Status as of June 30th as Active or Closed. Closed grants will NOT be reflected on the reconciliation letter and remaining balances will be forfeited.

Funding Source			Reconciled C/o	Annual Allocation	Federal/State Expenditures	Year End Balance	Grant Status (Drop Down Box)	Reconciled TOTAL (based on CLOSED activities)
Rural Planning Assistance (RPA) Funds			**$39,500.00**	**$158,000.00**	$67,740.25	**$129,759.75**		**$39,500.00**
Pursuant to the MFTA(sec 3.C) & Regional Planning Handbook(sec 4.08); an RTPA cannot carryover more than 25% of its annual RPA allocation								
FTA 5304 Strategic Partnership Transit Grants								
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
		Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
FHWA SPR Strategic Partnership Grants								
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
		Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
RMRA (SB1) Sustainable Communities Grants								
FY	WE #8	IMHS	$0.00	$191,328.93	$116,564.06	$74,764.87	ACTIVE	$74,764.87
FY	WE #9	Phase IV MCPSP	$0.00	$460,000.00	$70,636.54	$389,363.46	ACTIVE	$389,363.46
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
		Total	**$0.00**	**$651,328.93**	**$187,200.60**	**$464,128.33**		**$464,128.33**
PTA Adaptation Planning Grants								
FY	WE #	Title	$0.00		$0.00	$0.00	CLOSED	$0
FY	WE #	Title	$0.00		$0.00	$0.00	CLOSED	$0
		Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
RPA Discretionary Grants								
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
		Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
SHA Sustainable Communities Grants								
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
FY	WE #	Title	$0.00	$0.00	$0.00	$0.00	CLOSED	$0
		Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**
Total FY Eligible State & Federal Balances:			$39,500.00	$809,328.93	**$254,940.85**	**$593,888.08**		**$503,628.33**

I understand that this represents a final statement of expenditure for **FY 2021-22** and no future requests for reimbursement will be processed by the State for payment.

Shannon Hansen
Name (Please Print)

Signature

Executive Director - MCLTC
Title (Please Print)

8/30/2022
Date

Rev 6/22

Attachment: Reconciliation Letter FY 21-22 Fully Executed (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work

MFTA #: 7[illegible]
AGENCY DUNS #: 623[illegible]
CFDA for Federal Funds 20.505*

OVERALL WORK PROGRAM AGREEMENT (OWPA) for
Mariposa County Transportation Commission

FY: 2022-2023 OWP Board Approval Date: 10/11/2022 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%		$464,128.33		$60,132.75	$524,261.08
PTA Adaptation	11.47%					$0.00
Total Programmed Amount		**$158,000.00**	**$503,628.33**	**$0.00**	**$60,132.75**	**$721,761.08**

Agency Certification of Programmed Funds	District Approval 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.	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: 10/11/2022	*Authorized Signature* — Date
Shannon Hansen, Executive Director - MCLTC	
Printed Name and Title	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

*CFDA for Federal Funds 20.505 Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research

Attachment: FY 22-23 OWPA - Amendment I 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

Mariposa County

Local Transportation Commission

Transportation Planning Overall Work Program

For Fiscal Year 2022-2023

Final

Adopted by LTC Resolution #2022-10 5/24/22

Amendment I – Pending LTC Approval 10/11/22

Mariposa County Local Transportation Commission
4639 Ben Hur Road
Mariposa, CA 95338
209-966-5356

Table of Contents

Introduction....3
The Work Program....3
Regional Setting....4
Local Transportation Commission (LTC)....5
Public Involvement....5
Environmental Justice & Title VI....6
The Transportation Planning Program....7
Summary of Work Elements....7
Funding....8
Federal Planning Factors....9
Fixing Americas Surface Transportation FAST Act....10
Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) Planning Emphasis Areas (PEAs)....11
Work Elements....12
1. Regional Transportation Plan (RTP)....12
2. Regional Transportation Improvement Program (RTIP)....13
3. Transportation Planning Studies....14
4.1. Transit Planning....16
4.2. Transportation Development Act (TDA)....17
5. Air Quality Planning....18
6. Public Information....19
7. Maintenance of the Overall Work Program (OWP)....20
8. Integrated Mobility and Housing Strategy Plan....21
9. Phase IV Mariposa Creek Parkway Special Plan....24
References....27

Appendix
Overall Work Program Agreement
MCLTC Resolution
Reconciliation Letter

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

1. Introduction

The Work Program

The Overall Work Program (OWP) is a budget for one fiscal year. It identifies transportation planning activities and their funding sources. This OWP is for Fiscal Year 2022-2023 including July 1, 2022 - June 30, 2023.

Together with the Master Fund Transfer Agreement (MFTA) and the Overall Work Program Agreement (OWPA), the OWP constitutes the annual funding contract between the State of California and the Mariposa County Local Transportation Commission for Rural Planning Assistance (RPA) funds.

The primary concerns addressed in this Work Program are:

- Funding for transportation planning projects and programs
- Coordination with federal, state, and local agencies
- Public participation and outreach
- Air Quality Conformity
- Consistency with the General Plan
- Improving transportation datasets and analysis capabilities

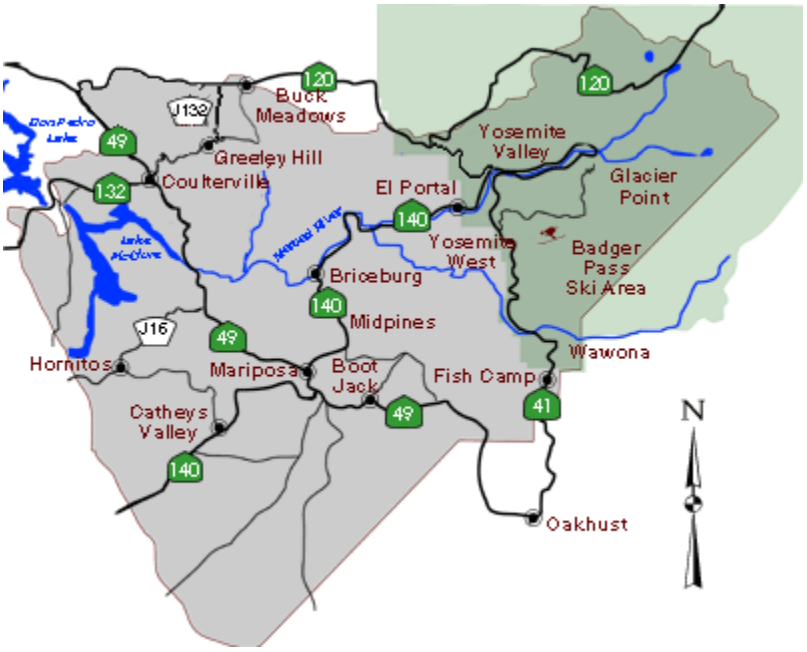
The main products of this Work Program will be:

- Complete Phase II for Regional Transportation Plan 2023-24 Update (Funded by RPA)
- Complete Phase I for Bicycle & Pedestrian Transportation Plan 2024 (Funded by RPA)
- Integrated Mobility and Housing Strategy Plan – that was started in FY 2020-21 and is scheduled to be completed in FY 2022-23 (Funded by SB1 SC with Local Share)
- Phase IV Mariposa Creek Parkway Special Plan – that was started in FY 2021-22 and is scheduled to be completed in FY 2023-24 (Funded by SB1 SC with Local Share)

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

Regional Setting

Mariposa County is a rural, mountainous area with a population of approximately 17,131 (per the 2020 U.S. Census). It is estimated that every year approximately 4 million people travel through Mariposa County on their way to the Yosemite National Park. Portions of Yosemite National Park, the Sierra National Forest, the Stanislaus National Forest, and other public lands account for about half of the almost 1,500 square miles of land area. Two highways – State Routes 49 and 140 – traverse the County, and three others – Routes 41, 120, and 132 – have portions within it.



While the County does not experience the same kind of congestion problems that face most urban areas, the incremental, low density, and widespread development pattern that is emerging creates traffic problems of their own. The primary concern is with the maintenance and improvement of the County's roadways to a safe and appropriate standard. As new housing goes up in the rural areas of the county, deficiencies in the roadway system are becoming more apparent. However, due to the mountainous terrain over much of the land, Mariposa faces higher road construction and maintenance costs than many areas. When the higher costs are combined with the small population, piecemeal growth, and low density of development, paying for necessary infrastructure maintenance and improvements becomes a more difficult task.

In the recent past, much of the growth in Mariposa County has come from tourism – mostly related to Yosemite National Park – and from the migration of retirees from urban and suburban areas.

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

The Local Transportation Commission

The structure of the Mariposa County Local Transportation Commission has not changed since it was formed in 1975. The Local Transportation Commission (LTC) is composed of the (5) five members of the County Board of Supervisors, as there are no incorporated areas within the County. The County's Director of Public Works & Transportation is designated as the Executive Director of the LTC.

A Memorandum of Understanding between the Mariposa County Transportation Commission and the State of California was updated in 1999. This MOU describes the relationship between the State and County for transportation planning in Mariposa County.

The LTC has advisory committees that meet on an as-needed basis. These include the Policy Advisory Committee, Citizen's Advisory Committee. The LTC has reestablish the Technical Advisory Committee (TAC) which will meet twice a year. The TAC will make recommendations to the LTC on matters such as the Regional Transportation Plan (RTP) and the annual Transportation Planning – Overall Work Program (OWP). The purpose and structure of these committees has been reviewed and the LTC bylaws updated accordingly. Additionally, a Social Services Transportation Advisory Council (SSTAC) meets prior to the Unmet Transit Needs Hearing and at other times, as needed. Currently the council meets two times annually. The council advises the LTC on transit and other transportation needs within the County.

Public Involvement

Public input by citizens or any interested party is encouraged by the LTC and welcomed at all LTC meetings. Noticed public hearings are held on topics such as Unmet Transit Needs and adoption of the Regional Transportation Plan. The LTC strives to include continuous community involvement in the development of plans and studies including online to gather feedback. Mariposa County is the ancestral home to numerous Native Americans (i.e., Tribes, communities, organizations, groups, and individuals). The LTC will reach out to the American Indian Council of Mariposa and other Native American, communities, organizations, groups, and individuals for their participation. A Public Participation Plan was completed in FY 2009-10 and more explicitly describes the LTC's public involvement goals and procedures.

Although there are no federally recognized Native American tribes within Mariposa County. California is the ancestral home to several federally recognized and non-federally recognized California Native American tribes, communities, organizations, groups, and individuals. Proactively pursuing early Native American involvement as mandated by federal and state guidelines, considered, and addressed during the earliest stages of transportation planning and programming, benefits local transportation agencies such as the Mariposa County LTC, Native Americans and Caltrans. We frequently reach out to Southern Sierra Miwuk Nation, North Fork Mono Rancheria, and Choinumni Tribe to name a few. Such efforts minimize impacts to projects by (a) avoiding potential delays and cost overruns, and (b) gaining important knowledge and information for protecting and preserving unique biological and cultural resources (i.e., flora, fauna, prehistoric sites, religious and ancestral places, etc.) for future generations.

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

Environmental Justice & Title VI

County staff addresses the effects of transportation planning on traditionally underrepresented and underserved populations, such as the elderly, disabled, low-income, and minority (i.e., Black, Hispanic, Asian American, Native Americans/Alaskan Native, and Pacific Islander) community groups and their leader by involving the potentially affected public in developing transportation projects that fit harmoniously within the community without sacrificing safety or mobility. The county accomplishes this goal both formally and informally through newspaper announcements, public hearings, workshops, online, and meetings with traditionally underrepresented communities and community leaders and notices to local minority groups.

Mariposa County Local Transportation Commission will ensure that its programs, policies, and activities comply with Department of Transportation's (DOT) Title VI Regulations (49 CFR Part 21) and with Limited English Proficient (LEP) Person's requirements (70 FR 74087, December 14, 2005). Mariposa County Local Transportation Commission is committed to creating and maintaining a system that is free of all forms of discrimination, taking necessary preventive corrective and disciplinary actions to stem behavior that violates this policy or the rights and privileges it is designed to protect. FTA requires recipients to document compliance with DOT Title VI regulations by submitting a Title VI Program to their FTA regional civil rights officer once every three years.

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

2. The Transportation Planning Program

The Transportation Planning Program consists of multiple efforts, divided into Work Elements. The program and its elements are derived from various prior documents and programs including:

- The 2017 Regional Planning Handbook
- The 2017 Regional Transportation Plan
- The Regional Transportation Improvement Program and amendments
- The California Transportation Plan
- A 1990 Traffic Safety Evaluation of Mariposa County Roads conducted by the Institute of Transportation Studies
- YARTS and subsequent work in the development of a regional transit system
- The 1994 Mariposa County Highway 140 Transit Service Evaluation Report
- The 2021 Short Range Transit Plan
- The 2021 Pavement Management Program
- The 2011 Bicycle and Pedestrian Transportation Plan

Summary of Work Elements

- Work Element 1 - **Regional Transportation Plan (RTP)** and participate in regional planning efforts
- Work Element 2 - **Regional Transportation Improvement Program (RTIP)** preparation, Project Study Reports, and project monitoring
- Work Element 3 - **Transportation Planning Studies** for specific issues
- Work Element 4.1 - **Transit Planning** and coordination
- Work Element 4.2 – **Transportation Development Act (TDA)**
- Work Element 5 - **Air Quality Planning** and coordination
- Work Element 6 - **Public Information** and outreach
- Work Element 7 - **Maintenance of the Overall Work Program (OWP)**
- Work Element 8 – **Integrated Mobility and Housing Strategy Plan**
- Work Element 9 – **Phase IV Mariposa Creek Parkway Special Plan**

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

Funding

The LTC's Work Program is funded from three sources: Rural Planning Assistance funds, TDA and State Transportation Improvement Program "Planning, Programming & Monitoring" funds.

The RPA funding amount for Fiscal Year 2022-23 for Mariposa County is $158,000.

Funding Amounts and Sources

$158,000	Rural Planning Assistance (RPA)
$ 39,500	Rural Planning Assistance (RPA) – Fiscal Year 2021-22 Carryover
$ 35,000	STIP Planning Programming & Monitoring Funds (PPM)
$ 8,000	TDA Funds
$464,128	Planning Grant SB1 SC
$ 60,133	Local Match – Receives No Funding From RPA
$764,761	TOTAL BUDGETED AMOUNT

Funding by Element

Work Element	Funding Source					LTF Match (11.47%) Non RPA	Budget Amou
	RPA	Carryover FY 21-22	STIP PPM	TDA	Planning Grant SB1 SC, 88.53%		
1. RTP	35,000	39,500					74,5
2. RTIP			35,000				35,0
3. Transportation Planning Studies	36,000						36,0
4.1 Transit Planning	30,000						30,0
4.2 TDA				8,000			8,0
5. Air Quality Planning	15,000						15,0
6. Public Information	22,000						22,0
7.Maintenance of the OWP	20,000						20,0
8. Integrated Mobility and Housing Strategy					74,765	9,686	84,4
9. Phase IV Mariposa Creek Parkway Special Plan					389,363	50,446	439,8
Sub-Total	**158,000**	**39,500**	**35,000**	**8,000**	**464,128**		
Total		**$704,628.00**				**$60,133**	**$764,7**

RTP (Regional Transportation Plan), RTIP (Regional Transportation Improvement Program), TDA (Transportation Development Act)

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

County Match Requirements

Funding for Work Elements 1 – 7 do not require the County to match since they are 100% funded. Work Element 8 & 9 will require an 11.47% Local Match. 100% of the local match will be from the General Fund in the form of County of Mariposa Planning Department staff time.

Federal Planning Factors

The work elements in this program are consistent with Federal and State funding priorities including the ten FAST Act planning factors to the extent they apply to a rural area like Mariposa County. The ten planning factors are as follows:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.

2. Increase the safety of the transportation system for motorized and non-motorized user.

3. Increase the security of the transportation system for motorized and non-motorized users.

4. Increase the accessibility and mobility of people and for freight.

5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.

6. Enhance the integration and connectivity of the transportation system, across and between modes, people, and freight.

7. Promote efficient system management and operation.

8. Emphasize the preservation of the existing transportation system.

9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.

10. Enhance travel and tourism.

The matrix on the following page shows which Work Element(s) address which emphasis area(s):

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

FAST Act Planning Factors								
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)	Work Element 8 Integrated Mobility & Housing Strategy	Work Element 9 Phase IV Mariposa Creek Parkway Special Plan
1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.	X		X	X			x	x
2. Increase the safety of the transportation system for motorized and non-motorized users.	X	X	X	X		X		X
3. Increase the security of the transportation system for motorized and non-motorized users	X	X	X	X		X		
4. Increase the accessibility and mobility of people and for freight.		X	X	X			x	x
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and	X		X		X		x	x
6. Enhance the integraton and connectivity of the transportation system, across and between modes, for people and freight.	X	X	X	X			x	x
7. Promote efficient system management and operation	X	X	X	X	X	X		
8. Emphasize the preservation of the existing transportation system.		X		X				
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.	X	X	X	X			x	x
10. Enhance travel and tourism.	X		X	X		X	x	x

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

FHWA and FTA Planning Emphasis Areas

Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) updated the Planning Emphasis Areas (PEAs) in December of 2021. The emphasis areas focus on advancing equity and environmental justice in transportation planning, which will help achieve greenhouse gas reduction goals and increase resilience to extreme weather events

The matrix below shows which Work Element(s) address which Planning Emphasis Areas PEA(s):

FHWA and FTA Planning Emphasis Areas								
	Work Element 1 (RTP)	Work Element 2 (RTIP)	Work Element 3 (Trans Planning Studies)	Work Elements 4.1, 4.2 Transit Planning, TDA)	Work Element 5 (Air Quality)	Work Element 6 (Public Info)	Work Element 8 Integrated Mobility & Housing Strategy	Work Element 9 Phase IV Mariposa Creek Parkway Special Plan
Tackling the Climate Crisis - Transition to a Clean Energy Resilient Future	X			X	X		x	x
Equity and Justice in Transportation Planning	X	X	X	X		X	X	X
Complete Streets	X	X		X			X	X
Public Involvement	X	X		X		X	x	x
Stratigic Highway Network/U.S. Department of Defense Coordination	**N/A**							
Federal Land Mangement Agency Cooridination	X	X		X			x	x
Planning and Environment Linkages	X	X	X	X			X	X
Data in Transportation Planning	X	X		X	X		X	X

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

3. Work Elements

WORK ELEMENT 1
Regional Transportation Plan (RTP)

The RTP serves as a guide for transportation planning activities in Mariposa County. It is a long-range (20 year) planning document that establishes the region's transportation goals, policies, programs, projects, and the financial resources available to implement them. This element also includes inter-governmental coordination, on all matters of transportation policy in the County.

Previous Work

- Completed Phase I of 2024 Regional Transportation Plan Update (June 30, 2022)
- The LTC authorized the Counties RTP for Public Circulation and Associated Environmental Documentation (May 21, 2019)
- 2nd study of substandard roadway/intersection alignments for future projects (June 30, 2022)
- RFP for Regional Transportation Plan Update (February 22, 2022)

Proposed Products

- Completion of Phase II for Regional Transportation Plan Update (June 2023). Update being performed by Fehr & Peers Consulting Team with County Staff support for information, documentation, and oversite.
  - Draft Environmental Review of RTP
  - Draft RTP Update
  - Draft Negative Declaration Environmental Document of RTP

Work Activities

1. Monitor status and prepare needed documents for Phase II of Regional Transportation Plan Update 2024 with consultant (July 2022 - June 2023) – Fehr & Peers with County Staff
2. Participate in Statewide planning efforts and in the Rural Counties Task Force which staff attends. (November 2022 and April 2023) – County Staff
3. Monitor status and funding of projects in the RTP (October 2022 and May 2023) – County Staff

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$74,500
	TOTAL	$74,500

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

WORK ELEMENT 2
Regional Transportation Improvement Program (RTIP)

This work element consists of programming and monitoring "STIP" projects. Projects are programmed every two years in the Regional Transportation Improvement Program (RTIP) that is submitted to the state and subsequently becomes part of the State Transportation Improvement Program (STIP). After that, projects are allocated for construction according to their programmed schedule. Project implementation must be monitored, including project delivery, timely use of funds, and compliance with State law and the California Transportation Commission's (CTC) guidelines. This work element consists of programming and monitoring "STIP" projects.

This element also includes preparation of Project Study Reports (PSR) for County Road improvement projects. A PSR or equivalent is required by the CTC for any project that is seeking to be included into the State Transportation Improvement Program (STIP). Moreover, a PSR is used to evaluate the feasibility of each proposed project to be included in the STIP.

Previous Work

- 2022 Regional Transportation Improvement Program and subsequent amendments
- PSRs for RTIP/STIP Projects
- Completion of Triangle Road Rehabilitation Project & Final Invoice

Proposed Products

- Merced Falls Road Rehabilitation project LTC board item & RFP (April 2023), and a professional services contract with winning consultant (June 2023)
- STIP amendments (November 2022)
- Project Study Reports (PSRs) (June 2023)

Work Activities

1. RTIP project planning, programming, and monitoring (September 2022, December 2022, March 2023, and June 2023) – County Staff
2. Monitor STIP projects. Merced Falls Road Rehabilitation project prepare allocation request for construction dollars (August 2022) to go before the CTC (October 2022), LTC board item to sign PSA, advertise RFP, and begin consultant selection (February 2023), consultant selection and award contract (April 2023), begin project (July 2023)
3. Complete Preparation of Project Study Reports (PSR) for submittal to Caltrans in FY 23/24 (June 2023) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
STIP PPM	LTC	$35,000
	TOTAL	$35,000

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

WORK ELEMENT 3
Transportation Planning Studies

The purpose of this element is to fulfill regional transportation planning duties other than the RTP and RTIP. The County engages in oversight, coordination, system planning, and community engagement in regional planning and transportation. The County addresses current and long-range issues that impact transportation planning through plans and studies such as Complete Streets and Active Transportation.

System Planning develops a) Corridor Studies, b) Multi-Modal, Operation, Non-SHOPP Transportation Equity Report (MONSTER), c) District System Management Plan, and d) Active Transportation Plans.

Corridor Studies:

A corridor study serves as a quantitative assessment of current and future transportation needs in a corridor from a "complete streets" perspective. Addressing a period between twenty and forty years, the corridor plan evaluates operational strategies that maintain and optimize corridor performance and asset management in addressing travel delay, resilience, travel time reliability, mode shift, goods movement, vehicle miles traveled, congestion, and greenhouse gas reduction.

Monster:

The Monster Project List is a Multimodal Objective Non-SHOPP Transportation Equity Report (**MONSTER**) and provides reliable, accessible, shareable, quality controlled and documented data for use by Caltrans and its partners. The report supports analysis and decision making enabled by a robust data governance framework to get the right information to the right people at the right time.

District System Management Plan (DSMP):

A long-range improvement strategic and policy planning document, which is based on anticipated funding. The DSMP represents how the district envisions the transportation system will be maintained, managed, and developed over the 20 years and beyond, and is the State's counterpart to the Regional Transportation Plan (RTP)

Active Transportation Plans:

System Planning prepares multi-modal Active Transportation Plans (ATP) that research, document, analyze, and plan strategies that address the needs of travelers of all ages, incomes, and abilities on the State Highway System. The Plan views all transportation improvements as opportunities to improve safety, access, mobility, and asset preservation for all active transportation users in the District. ATPs also recognize bicycle, pedestrian, and transit modes as integral elements of the transportation system that can play a role in the reduction of greenhouse gas emissions (GHG).

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

Previous Work

- Field road inventory, Traffic Counts, and Speed Limit Surveys on County roads
- Computer database relating land use to roadways
- State highway project (STIP) priority lists
- 2021 Pavement Management Program, Adopted December 21, 2021
- Geographic Information System development

Proposed Products

- Summary List of Roads analyzed for ADT and/or Speed Survey for use in Bicycle & Pedestrian Transportation Plan Update (June 30, 2023)
- Bicycle & Pedestrian Transportation Plan Update -

Work Activities

SUMMARY LIST OF ROADS:

1. Prepare Traffic volume counts on selected County roads for accurate Average Daily Traffic (ADT). Data collected is used in roadway projects, speed studies, short/long range travel, and traffic plans for alternate route analysis. The on-going work is performed throughout the year but limited during the winter season. The summary results will be used in the Bicycle & Pedestrian Transportation Plan Update 2024 and detailed at the end of each quarter (September 2022, December 2022, March 2023, and June 2023) – County Staff

2. Update street, right of way, and parcel detail into the Geographic Information System (GIS) to be used as information for the Bicycle & Pedestrian Tansportation Update scheduled for completion in June of 2024. (June 2023) – County Staff

3. Bicycle & Pedestrian Plan Update 2024 - Prepare RFP and Board item for advertising in FY 2023 Q2 (December 31, 2022) – County Staff

4. Bicycle & Pedestrian Plan Update 2024 - Prepare contracts for chosen consulting team and schedule kickoff meeting for project in Q3 (March 30, 2023) – County Staff

5. Bicycle & Pedestrian Plan Update 2024 – Phase I Review County Documents and Collect Additional Data Needed Q4 (June 30, 2023)- Consulting Team with County staff support and oversite.

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$ 36,000
	TOTAL	$ 36,000

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

WORK ELEMENT 4.1
Transit Planning

This work element will be focused on the activities involved with local transit planning. This element also includes participation in Yosemite Area Regional Transportation System (YARTS). Mariposa annually networks with YARTS for the Low Carbon Transit Operations Program (LCTOP) allocation which provides transit services to Mariposa County residents.

Previous Work

- 2021 Short Range Transit Plan, Adopted December 14, 2021

Proposed Products

- Provide a list of any needs and solutions identified in YARTS meetings in October 2022 and April 2023 – Any lists and solutions identified will be provided as part of the Q4 deliverables (July 31,2023)

Work Activities

1. Meet with YARTS transit services to identify needs and to plan solutions to any issues presented and discuss potential enhanced routes and services. Include in deliverables any needs and/or solutions as a result of our meetings. (October 2022 and April 2023) - Staff
2. Participation in YARTS Authority Advisory Committee and Management Board meetings, subcommittee meetings, and coordination to enhance transit throughout the County. (December 2022 and May 2023) - Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$30,000
	TOTAL	$30,000

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

WORK ELEMENT 4.2
Transportation Development Act (TDA)

This work element allows the development and monitoring of the Social Services Transportation Improvement Act, including the County Unmet Transit Needs hearing, the Social Services Transportation Advisory Council (SSTAC), Transit Development Plan Updates, Transit Action Plans, and Social Services Transportation Inventories. Also included will be any other local transit related planning activities and administrative tasks, such as TDA fund allocations to transit operators and program audits.

Previous Work

- Social Services Transportation Inventories
- Unmet Transit Needs public hearing and determination
- Federal Transit Administration (FTA) grant applications

Proposed Products

- Social Services Transportation Inventories Update
- Unmet Transit Needs public hearing and determination (June 2023)
- Federal Transit Administration (FTA) grant applications (April 15, 2023)

Work Activities

1. Social Services Transportation Advisory Committee meetings (October 2022 and April 2023) – County Staff
2. Unmet Transit Needs Public Hearing and related reporting activities. (June 2023) - Staff
4. Track expenditures of LTF and STA Funds. (October 2022, January 2023, April 2023, and June 2023) - Staff
5. Research and complete the filing of FTA grant applications. (May 2023) - Staff
6. Apply for grants and other funding to enhance transit capital acquisition and operations. (December 2022) - Staff
7. Complete the annual fiscal audits. Develop and maintain records for the next performance audit. (June 2023) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
TDA	LTC	$8,000
	TOTAL	$8,000

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

WORK ELEMENT 5
Air Quality Planning

The purpose of this work element is to advise the LTC on air quality issues and policies; to ensure that transportation plans, programs, and projects conform to the most recent air quality requirements; and to coordinate effectively with other government agencies on these matters.

Air quality conformity is the process wherein plans, programs, and projects are shown to meet the requirements of the Clean Air Act Amendments and the applicable State Implementation Plan. Mariposa County is designated to be in "non-attainment" for the pollutant ozone. It is important to involve the public in the regional transportation planning process and to participate with regional, local, and state agencies, the public, and the private sector in planning efforts to identify and plan policies, strategies, programs, and actions that maximize and implement the regional transportation infrastructure. To facilitate this, the LTC works closely with the Mariposa County Air District, Caltrans District 10, neighboring counties, and other agencies on matters of air quality.

Previous Work

- Mariposa Air Quality Issues discussed with Mariposa Department of Environmental Health
- Countywide Map of Air Quality Tests and Observations (June 2022)

Proposed Products

- Outcomes of Meetings with Public Works and Planning (September 2022, March 2023) will be submitted with Q1 Deliverables (October 31, 2022) and Q3 Deliverabless (April 30, 2023)
- Countywide Map of Air Quality Tests and Observations updated each year (June 2023)

Work Activities

1. Meet with Mariposa Public Works and Planning Departments on possible areas to enhance bike & pedestrian movement throughout the county to encourage reduction of green-house gas emissions (September 2022, March 2023) – County Staff
2. Participate in Federal and State Clean Air Act meetings and webinars when available.- County Staff
3. Coordinate with partners to identify policies, strategies, programs, and actions that enhance the movement of people, goods, services, and information on the regional, inter-regional, and state highway system. (December 2022 and June 2023) – County Staff
4. Monitor air quality with the Department of Environmental Health; (September 2022, December 2022, March 2023, and June 2023) – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$15,000
	TOTAL	$15,000

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

WORK ELEMENT 6
Public Information

This element will help develop a public outreach campaign through informational brochures, a logo, and meetings. It is important to establish and maintain formal consultation with Native American Tribal Governments enabling their participation in local and state transportation planning and programming activities. The LTC believes in developing joint work programs with transportation and air quality agencies, including transit operators, to enhance coordination efforts, partnerships, and consultation processes – to facilitate outreach efforts and meetings with traditionally underrepresented and underserved populations such as the elderly, disabled, low-income, and minority communities, community groups and their leaders (i.e., Black, Hispanic, Asian American, and Pacific Islander).

Previous Work

- A web page dedicated to the LTC, its schedule, information, and available downloads updated each Fiscal Year (June 2022)
- Public Information of Transit Services with Q4 Deliverables (July 31, 2022)

Proposed Products

- Public Outreach mailings, published public notices, and notices on County website materials will be submitted with the Q4 Delivrables (June 2023)
- Transit Survey will be performed in Q4. Survey outcomes will be submitted with Q4 Deliverables (July 31, 2023)
- Meeting Minutes for Transportation Planning Public Outreach (June 2023)
- Update Mariposa Transportation Planning Web Page (June 2023)

Work Activities

1. The Public Outreach meeting, in the LTC Board Hearing Room in June of 2023, will invite the underserved populations, minority community groups and their leaders to participate and share their opinions, issues, and recommendations for how local and regional transportation affects them. We routinely reach out to Native American entities in our area to insure they are included in the Public Outreach process. The meeting will be documented and posted on the transportation planning website. (June 2023) – County Staff

2. Create yearly survey for current transit users in the county to ask, “How can we improve services offered in Mariposa County?” (May 2023) – County Staff

3. Update all transit schedules and offerings for mailing and posting. (May 2023) - Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$22,000
	TOTAL	$22,000

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

WORK ELEMENT 7
Maintenance of the Overall Work Program (OWP)

This work element will allow developing, monitoring, and maintenance of the Overall Work Program. The Overall Work Program lays the foundation for the current fiscal year Transportation Planning Activities. Included in the Work Element will be any necessary equipment and/or supplies needed to complete the required work activities.

Previous Work

- Overall Work Program FY 2021-2022

Proposed Products

- Quarterly Progress Reports (Q1 – October 31, 2022, Q2 - January 31, 2023, Q3 – April 28, 2023, and Q4 - July 31, 2023)
- Formal and Administrative Amendments as needed (August 2022 – June 2023)
- OWP FY 2021-2022 Year End Closeout Package (August 31, 2022)
- Draft of the FY 2023-2024 OWP Due to Caltrans (March 1, 2023)
- Final Adopted FY 2023-2024 OWP to Caltrans (May 2023)
- Final Approved/Adopted FY 2023-2024 OWP and fully executed OWPA (June 30, 2023)

Work Activities

1. Formal and Administrative Amendments if required. (July 2022-May 2023) - Staff
2. Preparation of Quarterly Reports and Invoices throughout the Fiscal Year per the guidelines outlined in the Regional Planning Handbook. (October 2022, January 2023, April 2023, July 2023, & August 2023) - Staff
4. Preparing the FY 2023-2024 Draft OWP, Caltrans approval, LTC adoption, and ongoing updates to the OWP FY 2023-2024 - Staff
4. Overall Work Program meetings with Caltrans Staff ongoing. – County Staff

Funding

Funding Source	Work Performed by	Budgeted Amount
RPA	LTC	$20,000
	TOTAL	$20,000

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

WORK ELEMENT 8
Integrated Mobility and Housing Strategy Plan

The purpose of this element is to combine stakeholder engagement and a range of analytical techniques to identify a pragmatic strategy for developing coordinated workforce housing and mobility projects in Mariposa County. A partnership between Mariposa County and Yosemite National Park, this collaborative will evaluate the suitability of strategic sites for medium- and high-density housing outside of the park, determine the mobility enhancements needed to connect future housing nodes with employment opportunities within the park, and recommend a strategy for jointly implementing the housing and mobility investments needed to connect Mariposa's residents to and from where they live and work. Responsible parties, partner agencies, and regional transit services providers who have or are anticipated to be engaged in the project include the Mariposa County Housing Department, Yosemite Conservancy, Mariposa County Housing Programs Advisory Committee, Yosemite Area Regional Transportation System (YARTS), Yosemite Employee Association, and others identified by the unfolding planning process.

The project is funded with SB1 funds, some of which are allocated through the SB1 Sustainable Communities Formula. The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS (where applicable) and the RTP Guidelines Appendices K and L. By aligning enhancements in mobility (including both regional transit and active transportation modes) with future investments in multi-family housing, this project will result in a better connected, more livable, and equitable rural community. The final product, the Integrated Mobility and Housing Strategy Plan, is anticipated to be complete February 2023.

Previous Work

- Task 2.2: Collect Community Perspectives (July 2021 - February 2022)
- Task 2.3: Summarize Baseline Conditions (November 2021 - March 2022)
- Task 3.1: Preliminary Housing and Mobility Projects (March 2022-June 2022)
- Task 3.2: Community Engagement—Preliminary Housing and Mobility Projects (March 2022-June 2022)
- Task 4.1: Draft Project Concepts for Priority Sites (February - June 2022)
- Task 4.2: Draft Implementation Strategy (February - June 2022)

Proposed Products

- Task 4.3: Community Engagement-Draft Project Concepts for Priority Sites + Draft implementation Strategy (June -August 2022)
- Task 5.1: Release Draft Integrated Mobility and Housing Strategy, CAC Review and Recommendation, LTC Hearings and Approval (March 2023-June 2023

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

Work Activities

1. Activity 4.3: Community Engagement-Draft Project Concepts for Priority Sites + Draft implementation Strategy (June -August 2022) - WRT Consultant & County Staff

   In conjunction with Mariposa County and Yosemite National Park, the consultant team will again implement the previously established stakeholder engagement protocols to receive community input on the draft Project Concepts and the draft Implementation Strategy. As in earlier phases, the engagement activities will occur at multiple scales, and will be scheduled, structured, and implemented to encourage substantive participation from a wide range of stakeholders from throughout our disadvantaged community.

   We will rely on the consultant team to effectively apply the stakeholder engagement protocols established in Task 1. We anticipate that the activities, exercises, and techniques used here will be consistent with those developed for and implemented in Task 3. We anticipate a minimum of one meeting with each focus group convened in the previous phase, as well as additional key stakeholders as needed, regarding the draft Implementation Strategy. Furthermore, we anticipate a minimum of two interactive, hands-on workshops to engage the community at large on the draft Project Concepts. If necessary, community input will also be solicited electronically, through tools such as online surveys and workshop webinars.

2. Activity 5.1: Release Draft Integrated Mobility and Housing Strategy, CAC Review and Recommendation, LTC Hearings and Approval (March 2023-June 2023)
   Using the feedback collected during the previous phase, the consultant team will refine the draft Project Concepts report and draft Implementation Strategy report and consolidate these updated deliverables with materials produced in previous phases into a cohesive booklet, in both digital and physical formats. This will serve as the draft Integrated Mobility and Housing Strategy that summarizes the key takeaways from each task, specifically: - WRT Consultant & County Staff

   - The values and principles which informed the stakeholder engagement protocols, and the techniques used to facilitate community engagement throughout the project
   - The baseline conditions that serve as the project's context, and the benchmarks and targets stemming from that context
   - The methodology used to identify and ultimately prioritize project sites and their associated mobility strategies
   - The final project concepts for each of the coordinated housing and mobility projects prioritized through the stakeholder engagement process
   - The final site-specific and, if necessary, cross-cutting strategy needed to implement the prioritized projects

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

Funding

Funding Source	Work Performed by	SB1 SC * AMOUNT	LTF Match (11.47%)	Budgeted Amount
(SB1 SC)	Planning / LTC and Consultants: TBD	$74,765	$9,686	84,451
	TOTAL	$74,765	$9,686	84,451

***Work Element 8 receives no funding from RPA.**

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

WORK ELEMENT 9
Mariposa Creek Parkway Phase IV Special Plan

The purpose of this element is to articulate a vision for a sustainable neighborhood along the Mariposa Creek Parkway. The planned neighborhood will address Mariposa County's housing imbalance, gain new access encroachments to SR-49N, and establish an internal network of complete streets that support multi-modal transportation behavior and reduce greenhouse gas emissions. Deliverables include neighborhood site and land use plans, an economic development and investment strategy, and a phasing and action plan to guide implementation.

The project is funded with SB1 funds, some of which are allocated through the SB1 Sustainable Communities Formula. The intent of the Sustainable Communities Formula Grants is to carry out the objectives of the region's RTP SCS (where applicable) and the RTP Guidelines Appendices K and L. By pairing engagement with diverse local stakeholders, including housing and public health agencies, environmental stewardship non-profits, and the wider community, with rigorous site, market, and ecological analyses, the project will result in a comprehensive, cutting-edge special plan to achieve multiple community objectives. The final product is anticipated to be complete February 2024.

Previous Work

1. Consultant Procurement (2/1/2022)

Proposed Products

1. Inventory and Analysis (7/1/2022)
2. Setting Goals and Expressing Project Priorities (9/30/2022)
3. Conceptual Site Planning and Impact Evaluation (6/30/2023)

Work Activities

1. Inventory and Analysis (7/1/2022) – SERA Consultants & County Staff
   - Through the inventory and analysis task, the project team will build on the more general findings of the corridor-wide master plan to determine the site's specific conditions and context, with a special emphasis put on the characteristics that shape or limit development opportunities on the site. Due to the site's proximity to Mariposa Creek and the dramatic topography on portions of the project area, this task will be extremely important to understand how the neighborhood can be nestled into the riparian environment without degrading the ecological conditions on-site or downstream. Additionally, this task is important to note the factors which might limit the feasibility of future infrastructure enhancements, which will be essential to determining the scale of the fully developed neighborhood.

     Like all subsequent tasks in the scope of work, this task will begin with a kick-off meeting with Mariposa County staff, the project steering committee (which will remain a consistent and steadying force throughout the project), and consultant team. These regular meetings will result in clear transitions between tasks, maximize alignment between the steering committee and consultant on the expectations for the current task in the project timeline, and provide for substantive and regular

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

participation from the steering committee throughout the project.

2. Setting Goals and Expressing Project Priorities (9/30/2022) - SERA Consultants & County Staff
   - Through this task, the project's community engagement program will be expanded to solicit input from the community on the project's core components, characteristics, and priority outcomes. After the task's initial steering committee meeting to inform the work in the rest of the task, the consultant, with support from appropriate County agencies and partners organizations, will conduct appropriate stakeholder engagement activities to understand preferences for the character, identity, and placemaking aspects of development at the Phase IV Mariposa Creek Parkway site.

     Engagement activities will be developed by the consultant with input and direction from the steering committee, and are anticipated to include a combination of conventional, low-tech exercises and innovative, place-based community planning and design events like Creek Week, the central stakeholder engagement milestone of the Mariposa Creek Parkway Master Plan process. However, the LTC, Mariposa County, and our partner organizations are prepared to pivot to (and well-versed in) engagement techniques that are effective and safe in the context of the COVID-19 pandemic, should those considerations remain significant factors during the project period.

     This initial engagement milestone will be geared towards the community's preferences for community character and identity, specifically in terms of aesthetics (materiality, form, and scale) and land use options (such as retail, office, affordable housing, and other uses). Key takeaways will be summarized for easy reference at later stages in the planning process.
3. Conceptual Site Planning and Impact Evaluation (6/30/2023) - SERA Consultants
   - Having established the project's goals and performance benchmarks, the project team will then develop conceptual site plan alternatives capable of meeting the project's goals. After this task's initial meeting with the project's steering committee, the consultant team will generate 2-4 preliminary site plan alternatives which represent discrete approaches to allocating the community-supported land uses in the Phase IV area in ways that satisfy the resiliency, environmental justice, equity, and community character priorities identified in the previous steps. Alternatives will be supported by illustrative, analytical, and narrative materials that help describe each alternative's strengths and weaknesses, distinguish them from one another, and equip the community to evaluate them at the next step in this task.

     Once the preliminary site plan alternatives are complete, the LTC, Mariposa County, partner organizations and the consultant will engage the community to identify a preferred site plan concept. Engagement techniques will emphasize innovation and inclusivity but can be easily adapted to pandemic-appropriate methods if necessary. This community-wide input will be invaluable for homing in on a specific site plan, determining the development profile, and allocating the land uses needed to realize the site's potential—the next step in this task.

     The preferred site plan concept will be supported by detailed illustrative, analytical,

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

and descriptive materials that can be integrated into the final Special Plan deliverable. In addition to these supporting materials, the consultant team will work internally to produce an infrastructure investment strategy specific to the selected site, which summarizes all the infrastructure investments needed to support the completed development.

Funding

Funding Source	Work Performed by	SB1 SC * AMOUNT	LTF Match (11.47%)	Budgeted Amount
(SB1 SC)	Planning, LTC and Consultants	$389,363	$50,446	$439,810
	TOTAL	$389,363	$50,446	$439,810

***Work Element 9 receives no funding from RPA.**

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

REFERENCES

See Overall Work Program (OWP) Guidance, Appendices, for Transportation Planning and Programming Requirements Regarding Tribal Governments. Guidance is included for the protocol for government-to-government relations with federally recognized tribes and for public outreach with the Native American population.

Guidelines:

California Transportation Commission (CTC), current California Regional Transportation Plan Guidelines; Executive Order 12898 (Environmental Justice); and Title VI of the Civil Rights Act.

The CTC approved the following requirement in the RTP Guidelines: "the MPO's and RTPA should include a discussion of consultation, coordination and communication with federally recognized Tribal Governments when the community is located within the boundary of an MPO/RTPA".

Regulations:

Title 23, Code of Federal Regulations (CFR), CFR 49, Chapter 1, Part 450 Subpart C, Sections 450.104, 450.202, 450.31(i), 450.324(f)(1), and 450.330(a.

Statutes:

Title 23, United States Code (U.S.C.), Chapter 1, Sections 134(h)(3)(B), 134(i)(5), and 101(a)(23); SAFETEA-LU Section 3005, Subsection 5303(i)(2)(B), Section 6001, subsection 134(i)(2)(B), and 6002.

Attachment: OWP FY 22-23 Amendment I Draft 10-11-22 (LTC-2022-17 : Approve a First Amendment to the FY 22/23 LTC Overall Work Program)

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve the PPM Agreement

RECOMMENDED ACTION AND JUSTIFICATION:
Approve an Agreement with Caltrans Which Will Allow for Up to $35,000 in Reimbursements for the Planning, Programming, and Monitoring (PPM) Program Activities for the Fiscal Year 2021-2022; and Authorize the Local Transportation Commission (LTC) Executive Director to Sign the Agreement.

State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) funds are allocated for preparation of Project Study Reports for County road improvement projects, monitoring of project implementation and project delivery of all State funded projects.

The State requests a resolution from the Local Transportation Commission designating the official authorized to execute the agreement in order to be eligible to receive the funding.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Local Transportation Commission has approved similar agreements in previous fiscal years most recently May 11, 2021 Resolution LTC-2021-16.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the requested action, which would prevent Mariposa from receiving the funding from the State.

FINANCIAL IMPACT:
None, The amount of $35,000 is budgeted in fund 3033-307-45354; Transportation Planning budget for FY 2021/2022

ATTACHMENTS:
6139048 PPM-UnSignedPPM-ToAgency (PDF)
Attachment A Transfer Agreement (DOC)

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

STIP PLANNING, PROGRAMMING & MONITORING PROGRAM
FUND TRANSFER AGREEMENT

Project Number: PPM22-6139(048)
Agreement Number: PPM22-6139(048)

Location: 10-MPA-0-MATC
AMS Adv ID:1022000104
PPNO: 4957

THIS AGREEMENT, effective on January 27, 2022 is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and Mariposa County Local Transportation Commission, a local public agency, hereinafter referred to as ADMINISTERING AGENCY.

WHEREAS the annual California State Budget Act appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming and Monitoring Program (PPM), and

WHEREAS PPM is defined as the project planning, programming and monitoring activities related to development of the Regional Transportation Improvement Program and the STIP required by Government Code Section 14527, et. seq. and for the monitoring of project implementation for projects approved in these documents, hereinafter referred to as PPM PROJECT, and

WHEREAS the California Transportation Commission (CTC) is tasked to allocate these funds in accordance with the amounts approved in the STIP in accordance with section 14527 (h) of the California Government code:

NOW, THEREFORE, the parties agree as follows:

SECTION I

STATE AGREES:

1. As authorized by Section 14527(h) of the Government Code to release to the ADMINISTERING AGENCY for its PPM PROJECT in an amount not to exceed $35,000.00 from monies appropriated for the PPM Program as follows:

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Accounting Officer | Date 9/15/2022 | $ 35,000.00

Attachment: 6139048 PPM-UnSignedPPM-ToAgency (LTC-2022-18 : Approve the PPM Agreement)

2. To pay the ADMINISTERING AGENCY a single lump sum payment upon final execution of this AGREEMENT and the receipt of an original and two copies of a signed initial invoice in the proper form from ADMINISTERING AGENCY in the amount shown in Section 1, Article (1) as promptly as state fiscal procedures will permit.

3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY pursuant to the provisions of State and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

SECTION II

ADMINISTERING AGENCY AGREES:

1. To use all state funds paid hereunder only for eligible PPM specific work activities as defined in Attachment A to this AGREEMENT.

2. To use all state funds paid hereunder only for those transportation purposes that conform to Article XIX of the California State Constitution.

3. To prepare and submit to STATE an original and two copies of signed invoice for payment.

4. To prepare a Final Project Expenditure Report including a final invoice reporting actual costs expended in accordance with Attachment A and submit that Report and invoice no later than 60 days following the completion of expenditures. These allocated PPM funds are available for expenditure until June 30, 2024. The Final Report of Expenditures must state that the PPM funds were used in conformance with Article XIX of the California State Constitution and for PPM purposes as defined in this Agreement. Three copies of this report shall be submitted to STATE.

5. COST PRINCIPLES
A) To comply with, and require all project sponsors to comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government, and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) ADMINISTERING AGENCY will assure that its Fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Funds as a contractor or sub-contractor under this Agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Attachment: 6139048 PPM-UnSignedPPM-ToAgency (LTC-2022-18 : Approve the PPM Agreement)

C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC. The implementation of the Supercircular will cancel 49 CFR, Part 18.

6. THIRD PARTY CONTRACTING

A) ADMINISTERING AGENCY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

7. ACCOUNTING SYSTEM

ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

8. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY'S contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

Attachment: 6139048 PPM-UnSignedPPM-ToAgency (LTC-2022-18 : Approve the PPM Agreement)

9. TRAVEL AND SUBSISTENCE
Payments to only ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Administering Agency is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this AGREEMENT are subject to the availability of the state funds.

2. Eligible expenditures under this AGREEMENT shall be from the effective date of allocation to June 30, 2024.

3. In the event that ADMINISTERING AGENCY fails to implement or complete the PPM program commenced under this Agreement, fails to perform any of the obligations created by this agreement or fails to comply with applicable State laws and regulations, STATE reserves the right to terminate funding for the PPM program or portions thereof, upon written notice to ADMINISTERING AGENCY. An audit may be preformed as provided in Section II, Article (4) of this agreement.

4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify and save harmless the State of California, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.

5. As a condition of acceptance of the State funds provided for under this Agreement, ADMINISTERING AGENCY will abide by all State policies and procedures pertaining to the PPM Program.
6. This Agreement shall terminate on December 31, 2024.

STATE OF CALIFORNIA
Department of Transportation

By: _____
Office of Project Implementation
Division of Local Assistance
Date: _____

Mariposa County Local Transportation Commissior

By: _____
Title: Executive Director – MCLTC
Date: _____

Attest: _____
Title: _____

Attachment: 6139048 PPM-UnSignedPPM-ToAgency (LTC-2022-18 : Approve the PPM Agreement)

The agency shall prepare a PPM plan, which will become a part of the Fund Transfer Agreement, titled Attachment A.

This plan is a one or two page summary outline of the major activities and, where appropriate, sub activities that will be accomplished with the current year PPM fund allocation. The plan shall outline the specific activities the Agency plans to implement. Indicate the approximate time period and cost for each major activity.

Funds may be moved between the elements. It is expected that work will be accomplished for each element and any revisions will be discussed in the Final Report of Expenditures.

Indicate if this is a single or multi-year plan for this specific allocation and the anticipated date of completion of all expenditures.

Fund allocations for future years should not be requested until this plan's expenditures are near completion.

Expenditures must be completed no later than two years after the fiscal year of allocation.

A Final Report of Expenditures is required within 60 days of completion of expenditures. Current or future allocations may be terminated if this report is not prepared in a timely manner. Unexpended funds shall be returned to the State.

A very simple plan is illustrated below. Details of a plan should be consistent with the activities proposed and funding received.

Attachment A XYZ RTPA

STIP Planning, Programming and Monitoring Activities Plan (FY 2009/2010)

Activity	Time Period	Cost($1,000)
A. Prepare/Review Project Study Reports	9/02-4/03	$10
B. RTIP Amendment Project Review/Programming	2/02-5/03	$5
C. STIP Amendment Processing/CTC Coordination	5/02-6/02	$5
D. Monitoring Implementation	9/02-6/03	$10
Total		$30

Anticipated Completion date 6/30/13

---

rev 08/13/2012

Attachment: 6139048 PPM-UnSignedPPM-ToAgency (LTC-2022-18 : Approve the PPM Agreement)

Attachment A

Mariposa County Local Transportation Commission

STIP Planning, Programming and Monitoring Activities Plan (FY 2021/2022)

Activity		Time Period	Cost ($1,000's)
A.	Prepare/Review Project Study Reports	07/21-06/22	$ 5
B.	RTIP Amendment Project Review/Programming	07/21-06/22	$ 10
C.	2019 STIP Amendment Processing / CTC Coordination	07/21-06/22	$ 10
D.	Monitoring Implementation	07/21-06/22	$ 10
	TOTAL		**$ 35**

The expenditure of these funds has been included in the Mariposa County Transportation Planning Overall Work Program.

Attachment: Attachment A Transfer Agreement (LTC-2022-18 : Approve the PPM Agreement)

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve the PPM Agreement FY 22/23

RECOMMENDED ACTION AND JUSTIFICATION:
Approve an Agreement with Caltrans Which Will Allow for Up to $35,000 in Reimbursements for the Planning, Programming, and Monitoring (PPM) Program Activities for the Fiscal Year 2022-2023; and Authorize the Local Transportation Commission (LTC) Executive Director to Sign the Agreement.

State Transportation Improvement Program (STIP) Planning, Programming, and Monitoring (PPM) funds are allocated for preparation of Project Study Reports for County road improvement projects, monitoring of project implementation and project delivery of all State funded projects.

The State requests a resolution from the Local Transportation Commission designating the official authorized to execute the agreement in order to be eligible to receive the funding.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Local Transportation Commission has approved similar agreements in previous fiscal years most recently May 11, 2021 Resolution LTC-2021-16.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the requested action, which would prevent Mariposa from receiving the funding from the State.

FINANCIAL IMPACT:
None, The amount of $35,000 is budgeted in fund 3033-307-45354; Transportation Planning budget for FY 2022/2023

ATTACHMENTS:
6139050 PPM-UnSignedPPM-ToAgency (PDF)
Attachment A Transfer Agreement (DOC)

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

STIP PLANNING, PROGRAMMING & MONITORING PROGRAM
FUND TRANSFER AGREEMENT

Project Number: PPM23-6139(050)
Agreement Number: PPM23-6139(050)

Location: 10-MPA-0-MATC
AMS Adv ID:1022000272
PPNO: 4957

THIS AGREEMENT, effective on August 18, 2022 is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and Mariposa County Local Transportation Commission, a local public agency, hereinafter referred to as ADMINISTERING AGENCY.

WHEREAS the annual California State Budget Act appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming and Monitoring Program (PPM), and

WHEREAS PPM is defined as the project planning, programming and monitoring activities related to development of the Regional Transportation Improvement Program and the STIP required by Government Code Section 14527, et. seq. and for the monitoring of project implementation for projects approved in these documents, hereinafter referred to as PPM PROJECT, and

WHEREAS the California Transportation Commission (CTC) is tasked to allocate these funds in accordance with the amounts approved in the STIP in accordance with section 14527 (h) of the California Government code:

NOW, THEREFORE, the parties agree as follows:

SECTION I

STATE AGREES:

1. As authorized by Section 14527(h) of the Government Code to release to the ADMINISTERING AGENCY for its PPM PROJECT in an amount not to exceed $35,000.00 from monies appropriated for the PPM Program as follows:

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Accounting Officer | Date 9/7/2022 | $ 35,000.00

Attachment: 6139050 PPM-UnSignedPPM-ToAgency (LTC-2022-19 : Approve the PPM Agreement FY 22/23)

2. To pay the ADMINISTERING AGENCY a single lump sum payment upon final execution of this AGREEMENT and the receipt of an original and two copies of a signed initial invoice in the proper form from ADMINISTERING AGENCY in the amount shown in Section 1, Article (1) as promptly as state fiscal procedures will permit.

3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY pursuant to the provisions of State and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

SECTION II

ADMINISTERING AGENCY AGREES:

1. To use all state funds paid hereunder only for eligible PPM specific work activities as defined in Attachment A to this AGREEMENT.

2. To use all state funds paid hereunder only for those transportation purposes that conform to Article XIX of the California State Constitution.

3. To prepare and submit to STATE an original and two copies of signed invoice for payment.

4. To prepare a Final Project Expenditure Report including a final invoice reporting actual costs expended in accordance with Attachment A and submit that Report and invoice no later than 60 days following the completion of expenditures. These allocated PPM funds are available for expenditure until June 30, 2025. The Final Report of Expenditures must state that the PPM funds were used in conformance with Article XIX of the California State Constitution and for PPM purposes as defined in this Agreement. Three copies of this report shall be submitted to STATE.

5. COST PRINCIPLES

A) To comply with, and require all project sponsors to comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government, and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) ADMINISTERING AGENCY will assure that its Fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Funds as a contractor or sub-contractor under this Agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Attachment: 6139050 PPM-UnSignedPPM-ToAgency (LTC-2022-19 : Approve the PPM Agreement FY 22/23)

C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC. The implementation of the Supercircular will cancel 49 CFR, Part 18.

6. THIRD PARTY CONTRACTING

A) ADMINISTERING AGENCY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

7. ACCOUNTING SYSTEM

ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

8. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY'S contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

Attachment: 6139050 PPM-UnSignedPPM-ToAgency (LTC-2022-19 : Approve the PPM Agreement FY 22/23)

9. TRAVEL AND SUBSISTENCE
Payments to only ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Administering Agency is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this AGREEMENT are subject to the availability of the state funds.

2. Eligible expenditures under this AGREEMENT shall be from the effective date of allocation to June 30, 2025.

3. In the event that ADMINISTERING AGENCY fails to implement or complete the PPM program commenced under this Agreement, fails to perform any of the obligations created by this agreement or fails to comply with applicable State laws and regulations, STATE reserves the right to terminate funding for the PPM program or portions thereof, upon written notice to ADMINISTERING AGENCY. An audit may be preformed as provided in Section II, Article (4) of this agreement.

4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify and save harmless the State of California, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.

5. As a condition of acceptance of the State funds provided for under this Agreement, ADMINISTERING AGENCY will abide by all State policies and procedures pertaining to the PPM Program.
6. This Agreement shall terminate on December 31, 2025.

STATE OF CALIFORNIA
Department of Transportation

By: _____
Office of Project Implementation
Division of Local Assistance
Date: _____

Mariposa County Local Transportation Commission

By: _____
Title: Executive Director – MCLTC
Date: _____

Attest: _____
Title: _____

Attachment: 6139050 PPM-UnSignedPPM-ToAgency (LTC-2022-19 : Approve the PPM Agreement FY 22/23)

The agency shall prepare a PPM plan, which will become a part of the Fund Transfer Agreement, titled Attachment A.

This plan is a one or two page summary outline of the major activities and, where appropriate, sub activities that will be accomplished with the current year PPM fund allocation. The plan shall outline the specific activities the Agency plans to implement. Indicate the approximate time period and cost for each major activity.

Funds may be moved between the elements. It is expected that work will be accomplished for each element and any revisions will be discussed in the Final Report of Expenditures.

Indicate if this is a single or multi-year plan for this specific allocation and the anticipated date of completion of all expenditures.

Fund allocations for future years should not be requested until this plan's expenditures are near completion.

Expenditures must be completed no later than two years after the fiscal year of allocation.

A Final Report of Expenditures is required within 60 days of completion of expenditures. Current or future allocations may be terminated if this report is not prepared in a timely manner. Unexpended funds shall be returned to the State.

A very simple plan is illustrated below. Details of a plan should be consistent with the activities proposed and funding received.

Attachment A XYZ RTPA

STIP Planning, Programming and Monitoring Activities Plan (FY 2009/2010)

Activity	Time Period	Cost($1,000)
A. Prepare/Review Project Study Reports	9/02-4/03	$10
B. RTIP Amendment Project Review/Programming	2/02-5/03	$5
C. STIP Amendment Processing/CTC Coordination	5/02-6/02	$5
D. Monitoring Implementation	9/02-6/03	$10
Total		$30

Anticipated Completion date 6/30/13

---

rev 08/13/2012

Attachment: 6139050 PPM-UnSignedPPM-ToAgency (LTC-2022-19 : Approve the PPM Agreement FY 22/23)

Attachment A

Mariposa County Local Transportation Commission

STIP Planning, Programming and Monitoring Activities Plan (FY 2022/2023)

Activity		Time Period	Cost ($1,000's)
A.	Prepare/Review Project Study Reports	07/22-06/23	$ 5
B.	RTIP Amendment Project Review/Programming	07/22-06/23	$ 10
C.	2019 STIP Amendment Processing / CTC Coordination	07/22-06/23	$ 10
D.	Monitoring Implementation	07/22-06/23	$ 10
	TOTAL		**$ 35**

The expenditure of these funds has been included in the Mariposa County Transportation Planning Overall Work Program.

Attachment: Attachment A Transfer Agreement (LTC-2022-19 : Approve the PPM Agreement FY 22/23)

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Budget Action Increase Local Transportation for FY 21-22 ($3,508)

RECOMMENDED ACTION AND JUSTIFICATION:
Approve Budget Action Increasing Expense in the Local Transportation Account #3032-307-80111 by $3,508 for Fiscal Year 21-22.

The Local Transportation Commission (LTC) Annually Allocates State Transit Assistance Revenue from Local Transportation to Mariposa Transit. Increasing Funds That Were Previously Budgeted During the Adoption of the Final Budget for Fiscal Year 2021-2022 will Allow us to Complete the Transfer of Funds.

State Transportation Assistance Funds are Provided by the State to the County for the Support of Transit Services. These Funds are Distributed by Formula to Regional Transportation Planning Agencies (RTPA) Who Then Apportion the Revenue to Support Transit Operations, Maintenance and Capital Acquisitions.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The LTC Previously Adopted a Resolution to Allow for the Transfer of Funds from STA to the Transit Fund for Fiscal Year 21-22 Approved June 21, 2022 (Resolution #LTC-2022-14).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the increase in Funds are not Approved by the LTC, the Funds Transfer to Transit will not be complete.

FINANCIAL IMPACT:
$3,508 Increase in the STAP Fund (3032) and also the County Budget.

ATTACHMENTS:
BAF - Signed (PDF)

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

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3032	307	45504	Mariposa Transit - State		($3,508)	
3032	307	80111	Transfer Out General		$3,508	
TRANSFER BETWEEN FUNDS						
				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 appropriating Reserve for 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.

JUSTIFICATION: Increase budgeted funds to allow for Funds Transfer of STA and SGR Funds Received for FY 21-22

DEPT HEAD SIGNATURE DATE: 10/4/22

APPROVED BY RES NO. CLERK DATE

3032 State Transit Assistance Plan

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: BAF - Signed (LTC-2022-20 : Approve Budget Action Increase Local Transportation for FY 21-22 ($3,508))

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2022-592

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Yosemite Resorts - Yosemite View Lodge & Cedar Lodge

RECOMMENDATION AND JUSTIFICATION:

Receive and Consider Request of Yosemite Resorts to Waive Penalties; Receive Information and Make Determination Whether Good Cause Exists to Waive Penalties Under Mariposa County Code 3.36.080 and 3.36.090; and Direct Staff to Return with Formal Resolution Memorializing the Board's Finding and Determination.

Mariposa County Code 3.36.070 (Transient Occupancy Tax) provides in part that each operator shall make a return to the tax collector of the total rents charged and received, and the amount of tax collected for transient occupancies.

Mariposa County Code 3.36.080 provides that any operator who fails to remit any tax imposed by this chapter within the time required (due date) shall pay a penalty of ten percent (10%) of the amount of the tax in addition to the amount of the tax. The board of supervisors shall have the authority to waive penalties imposed by Section 3.36.080 and section 3.36.090 when the board of supervisors determines in a public meeting that good cause exists for waiving the penalties.

Mariposa County Code 3.36.090 provides in part that when taxes remain unpaid on the last day of the second succeeding calendar month after delinquency, the operator shall pay an additional penalty of one and one half percent (1-1/2%) per month on the amount of the original tax together with any actual costs of collection incurred by the county up to the time the delinquency is paid. This additional penalty attaches on the first day of every month thereafter until payment is made or a court judgment is entered for the amount of unpaid taxes and penalties, whichever occurs first. In the event taxes are not received by the tax collector on the due date, the tax collector shall notify the operator of the delinquency and the addition of applicable penalties in writing within thirty (30) days of the delinquency.

On August 5, 2022, the Controller for Yosemite View Lodge & Cedar Lodge contacted the Treasurer - Tax Collector and informed the office that the checks for June's Transient Occupancy Tax would be returned by the bank for insufficient funds. The checks were postmarked on August 1st, which was the valid due date for June taxes. The office received the checks on the 3rd and processed and deposited them on the 4th.

The penalties are $42,620.53 and monthly interest is $639.31.

No part of the penalty has been paid to date.

Yosemite Resorts has submitted a letter with its explanation of the insufficient funds and its request for a finding of good cause to waive the penalties. The letter is included in the agenda materials. Staff understands that representatives of Yosemite Resorts will be present at the meeting.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously had a request for penalty wavier come before them.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not find good cause to waive penalties, the Tax Collector will collect all underpayments and associated penalties then due.

ATTACHMENTS:
Yosemite Resorts (PDF)

RESULT: **ADOPTED [3 TO 1]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Rosemarie Smallcombe, Wayne Forsythe, Miles Menetrey
NAYS: Marshall Long

I.1.a

Yosemite Resorts™
FOR ALL SEASONS & REASONS

August 12, 2022

Fax Letter: Keith Williams Treasurer-Tax Collector and County Clerk - 209-966-6496

RE: Bounced Checks – Certificate Numbers 2007005 and 2001011

Dear Mr. Williams,

Due to extenuating circumstances caused by the Oak Fire we respectfully request that the late fees be waived. I work out of our Watsonville office so I am not involved in the physical processing of checks and deposits but the foul up apparently is a resulted from events surrounding the Fire

As you know the recent fire caused significant disruption for many of our employees and guests. The evacuation meant that more than 40 of our employees and their families had to be relocated elsewhere. There was significant anxiety as many of our housing units were very close to the fire itself, with one unit lost and one damaged. Given the number of cancellations due to smoke and road closures we were able to accommodate all of them at the Hotels. It also meant that we need to make other changes to our normal operations asking some employees to take on additional responsibilities not in their normal job description.

On July 30 we asked our Assistant Manager to drop off a deposit at the bank when he went into town. This was not something he would do were it not for the fires. As it happens, his house on Triangle Rd, where he and his wife and five children live was the one of our employee's home that was damaged. The housing unit we lost was next door to his and had been occupied by his sister-in-law and her family. As he was heading into town he found he had clearance to return to his home and he began to immediately deal with some issues. He saw that his Sister in laws house had been completely lost and was, at least for the moment, overwhelmed by the situation. He went on to meet up with his sister in law and extended family and share what he had seen with them. He made arrangements to go back to his house and start cleaning up. He spent the next several days deep into the cleanup efforts with simultaneously trying to assist his sister in law and her family in the recovery process. Unfortunately, and perhaps understandably in the middle of all this chaos, he forgot all about making the deposit

1205 Freedom Blvd. · Suite 2 · Watsonville, CA 95076 · (831) 786-1980 · (831) 786-1999

Attachment: Yosemite Resorts (RES-2022-592 : Yosemite Resorts - Yosemite View Lodge & Cedar Lodge)

and it did not come back to his attention until we were researching the returned check and called him. He was remorseful and apologetic, but was caught up in the recovery efforts.

Given these circumstances I would like to request that the late fees be waived. It is my understanding you are unable to approve our request directly, therefore we would like to request consideration from the Board of Supervisors to waive the fee.

If my understanding about approval to waive the fee is required to be given by the Board is correct, please advise me on the appropriate process for me to submit an appeal.

In the meantime, today we are preparing replacement checks for the original amount, plus the $10 Returned Check Charge to go out in the mail.

Thank you so much for your consideration,

Max Bushman,
Controller - Yosemite View Lodge & Cedar Lodge
Ph – 831-536-7450
Fax – 831-536-7458
Email – max.bushman@sterlpac.com

Attachment: Yosemite Resorts (RES-2022-592 : Yosemite Resorts - Yosemite View Lodge & Cedar Lodge)

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-593

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Initiate Amendments to Chapter 18.05 for Post Disaster Recovery

---

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Initiating a County Code Amendment to Amend Mariposa County Code Chapter 18.05 - Post-Disaster Recovery, to Provide Additional Recovery Time for Displaced Residents and to Eliminate Requirements Related to Permitted or Legally Established Structures.

The draft resolution directs and authorizes staff to spend time processing amendments to county code, which includes scheduling and conducting public meetings. Future review will be by the Board of Supervisors at a noticed public hearing. This action by the Board does not approve the amendments or commit the Board to approving the amendments in the future.

The **proposed amendments**:

1. Change the initial applicable time period for the ordinance (following declaration of a local emergency) from two (2) to five (5) years. With the potential for two (2) additional years of extension (unchanged from current code), the maximum total time for the ordinance (follow declaration of a local emergency) would change from four (4) years to eight (8) years, and

2. Eliminate the requirement that temporary replacement housing permits (to live temporarily legally in a RVs) only be available for occupants of a permitted or legally established residence which was damaged or destroyed. With this change, an occupant of an unpermitted or illegally established residence could also be eligible for a permit for temporary replacement housing.

These changes are recommended based on the **CCAC's concerns** that:

- It takes significant time (months) for state and county-required debris removal to occur; displaced residents can't re-occupy their property until all debris removal has been completed.

- It can take longer than 4 years for disaster victims to recover financially and emotionally from a disaster such as the Oak Fire. Many disaster victims don't have any other option than to continue to live in an RV.

- The County should be concerned about all residents made homeless by the Oak Fire, not just those who lived in permitted or legally established dwellings.

- The County's priorities should be to be supportive of getting all displaced property owners back on their properties.

- Making a permit available to residents who were previously living in an unpermitted structure or unit is an important step in bringing them into legal occupancy of their properties.

Other concerns raised during the discussion of this resolution include:

- The residents who were living in an unpermitted structure or unit paid no property taxes for improvement value on their property.

- The residents who were living in an unpermitted structure or unit were not previously concerned about Building Code regulations. Is there an expectation that their concerns would change, once the time period for the ordinance expires?

- It is often human nature to wait until the last minute (the deadline) to address a situation…if we make the deadline 4 years or 8 years, many of the residents who were impacted by the Oak Fire will likely be in the exact same place at the end of either deadline.

- Keeping the deadline shorter will force county staff (case workers) to be accountable and to communicate regularly to clients regarding a path to recovery.

- An RV is constructed for occasional recreational use, not for permanent residential occupancy. As such, an RV is substandard housing. The longer the time period for the ordinance, the longer the County is allowing disaster victims to occupy substandard housing.

- A residential building permit is issued for an initial time period of three (3) years.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

8/8/17 - Ordinance No. 1126 an Interim Urgency Ordinance Establishing Chapter 18.05 for Post-Disaster Recovery

9/22/17 - Ordinance No. 1128, extending Urgency Ordinance No. 1126

7/10/18 - Ordinance No. 1133, permanently establishing Post-Disaster Recovery provisions in County Code Chapter 18.05

6/9/2020 - Ordinance No. 1153 amending Chapter 18.05 to provide an additional year of recovery time

6/8/21 - Resolution No. 2021-331 establishing the Mariposa County Code Compliance Advisory Committee, including purpose and tasks

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives - Amend text in proposed amendment to be processed

Negative Action - Do not adopt resolution initiating amendments. County Code Chapter 18.05 would remain unchanged.

FINANCIAL IMPACT:
no direct costs other than staff time to prepare and process amendments

ATTACHMENTS:
221011 Draft BOS Resolution Initiating Amendment to 18.05 per CCAC (DOCX)
210608 BOS Resolution No. 2021-331 Establishing CCAC (PDF)

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

See attached

DRAFT

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No 2022-___

A Resolution Initiating a County Code Amendment to Amend Mariposa County Code Chapter 18.05 – Post-Disaster Recovery, to Provide Additional Recovery Time for Displaced Residents and to Eliminate Requirements Related to Permitted Structures

---

WHEREAS, as a result of the Detwiler Fire, the Mariposa County Board of Supervisors adopted Ordinance No. 1126 on the 8th day of August 2017, an Interim Urgency Ordinance establishing Chapter 18.05 for Post-Disaster Recovery within Title 18 – Miscellaneous Land Use Regulations; and

WHEREAS, the Mariposa County Board of Supervisors adopted Ordinance No. 1128 on 22nd day of September 2017, extending the urgency ordinance; and

WHEREAS, the Mariposa County Board of Supervisors adopted Ordinance No. 1133 on the 10th day of July 2018, permanently establishing Post-Disaster Recovery provisions in Title 18 of Mariposa County Code; and

WHEREAS, Mariposa County Code provisions in Chapter 18.05 originally established that:

1) The provisions of the Post-Disaster Recovery ordinance are applicable for a period of two (2) years following the date of action by the Board of Supervisors to declare a local emergency following a disaster, and

2) The duration of the ordinance may be extended by the Board of Supervisors for one (1) additional year for a total of three (3) years; and

WHEREAS, as a result of Detwiler Fire displaced residents who were still occupying a Recreational Vehicle (RV) under a permit for temporary replacement housing at the time, the Mariposa County Board of Supervisors adopted Ordinance No. 1153 on the 9th day of June 2020 changing the extension period for the ordinance from one (1) to two (2) years, for a maximum total of four (4) years; and

WHEREAS, this extension as done as it was the desire of the Mariposa County Board of Supervisors to provide additional time for disaster recovery for these displaced residents; and

WHEREAS, as of the date of this resolution, there are currently six (6) Detwiler Fire displaced residents who still occupy a RV, even though the permit has expired; and

Attachment: 221011 Draft BOS Resolution Initiating Amendment to 18.05 per CCAC [Revision 3] (RES-2022-593 : Initiate Amendments to

WHEREAS, Chapter 18.05 was invoked as a result of the recent Oak Fire disaster which started on the 22nd day of July 2022 and the Mariposa County Board of Supervisor's action to declare a local emergency; and

WHEREAS, there are a total of 127 residences which were destroyed by the Oak Fire; and

WHEREAS, on the 21st day of September 2022, the Mariposa County Code Compliance Advisory Committee (CCAC) recommended that additional changes be initiated to Chapter 18.05 for disaster recovery, to:

1) Change the initial applicable time period for the ordinance from two (2) to five (5) years. With the potential for two (2) additional years of extension (unchanged from current code), the maximum total time for the ordinance would change from four (4) years to seven (7) years, and

2) Eliminate the requirement that temporary replacement housing (RV) only be available for occupants of a permitted or legally established residence which was damaged or destroyed. With this change, an occupant of an unpermitted or illegally established residence could also be eligible for a permit for temporary replacement housing; and

WHEREAS, these changes are recommended based on the CCAC's concerns that:

1) It takes significant time (months) for state and county-required debris removal to occur; displaced residents can't re-occupy their property until all debris removal has been completed.

2) It can take longer than 4 years for disaster victims to recover financially and emotionally from a disaster such as the Oak Fire. Many disaster victims don't have any other option than to continue to live in an RV.

3) The County should be concerned about all residents made homeless by the Oak Fire, not just those who lived in permitted or legally established dwellings.

4) The County's priorities should be to be supportive of getting all displaced residents back on their properties.

5) Making a permit available to residents who were previously living in an unpermitted structure or unit is an important step in bringing them into legal occupancy of their properties.

WHEREAS, a clarification in the title of the "Health Department" is required.

NOW BE IT THEREFORE RESOLVED THAT, the Board of Supervisors does hereby adopt this resolution to initiate amendments to Chapter 18.05, Mariposa County Code as shown in Exhibit 1.

Attachment: 221011 Draft BOS Resolution Initiating Amendment to 18.05 per CCAC [Revision 3] (RES-2022-593 : Initiate Amendments to

BE IT FURTHER RESOLVED THAT, the Board of Supervisors does hereby direct and authorize staff to spend time processing these amendments to county code, which includes scheduling, noticing and conducting public hearings.

BE IT FINALLY RESOLVED THAT, the Board of Supervisors directs staff to complete processing of the code amendments, such that they will be effective as soon as possible.

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this __ day of October 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bondshu
Clerk of the Board of Supervisors

Approved as to Form:

_____
Steven W. Dahlem
County Counsel

Attachment: 221011 Draft BOS Resolution Initiating Amendment to 18.05 per CCAC [Revision 3] (RES-2022-593 : Initiate Amendments to

Exhibit 1

New text shown in colored underlined font
Deleted text shown in ~~colored strikethrough font~~

18.05 Post-Disaster Recovery

18.05.010 Purpose *[NO CHANGE TO THIS SECTION]*
18.05.020 Declaration Of Emergency; Duration
18.05.030 Definitions
18.05.040 Temporary Replacement Housing On-Site
18.05.050 Permanent Replacement Of Damaged Or Destroyed Housing Or Other Structures *[NO CHANGE TO THIS SECTION]*
18.05.060 Repair Criteria
18.05.070 Temporary Replacement Housing Off-Site
18.05.080 Fees; Replacement Of Damaged Or Destroyed Housing Or Other Structures *[NO CHANGE TO THIS SECTION]*
18.05.090 Debris Removal; Site Approval Required *[NO CHANGE TO THIS SECTION]*
18.05.100 Temporary Facilities For Post-Disaster Recovery *[NO CHANGE TO THIS SECTION]*
18.05.120 Severability And Pre-Emption *[NO CHANGE TO THIS SECTION]*

18.05.010 Purpose

The purpose of this chapter is to facilitate the establishment of temporary replacement housing for residents who have lost their homes due to a disaster and to establish procedures for rebuilding structures damaged or destroyed as a result of a disaster. This chapter is also intended to protect the public health and safety of the residents within a declared disaster area, and to provide for temporary facilities for post-disaster recovery operations.

18.05.020 Declaration Of Emergency; Duration

The provisions of this chapter are applicable for a period of ~~two~~ five ~~(2)~~ (5) years following the date of action by the board of supervisors to declare a local emergency following a disaster. These provisions shall take precedence over any conflicting ordinances in the Mariposa County Code that would apply in the absence of the emergency. By resolution of the board of supervisors, the provisions of this chapter may be extended for up to two (2) additional years. Extensions may be granted in six (6) month increments.

18.05.030 Definitions

The following terms as used in this chapter shall have the following meanings, unless the context in which a term is used plainly requires another meaning:

A. "Disaster" means a wildfire, flood, earthquake, or other natural or human-caused event that damages or destroys dwellings or other property and displaces people, and which is the basis for a declared local state of emergency.

Attachment: 221011 Draft BOS Resolution Initiating Amendment to 18.05 per CCAC [Revision 3] (RES-2022-593 : Initiate Amendments to

B. "Footprint" means the area that falls directly beneath and shares the perimeter of a structure and any area in which debris from a destroyed building or structure remained after the disaster.

C. "Recreational vehicle" for the purposes of this chapter, means a motor home, travel trailer, truck camper, or camping trailer which is self-contained and designed for human habitation for recreational or emergency occupancy; which is self-propelled, truck-mounted, or permanently towable on California roadways; and which is a California department of motor vehicles licensed vehicle.

D. "Displaced resident or residents" means a Mariposa County resident or residents whose residential dwelling has been destroyed or damaged by a disaster, such that the resident(s) cannot occupy the dwelling as determined by the building department. Displaced resident(s) may be required to provide verification to the building department, to substantiate their eligibility for permits as described in this chapter. Evidence may consist of a driver's license or other government-issued identification card or utility bill, etc. with a physical address showing the resident resided on a legal parcel impacted by the disaster.

E. "Health Department" shall mean the director of the environmental health ~~department~~ unit or designee.

F. "Building Department" shall mean the director of the building department or designee.

G. "Planning Department" shall mean the director of the planning department or designee.

18.05.040 Temporary Replacement Housing On-Site

Temporary replacement housing for displaced resident(s), consisting of a recreational vehicle or recreational vehicles, as defined herein, located on a legal parcel which sustained damage as a result of a disaster shall be authorized by the building department subject to the following provisions:

A. Except as provided in section 18.05.040.B, temporary replacement housing authorized pursuant to this chapter shall no longer be used in lieu of permanent housing within ~~two~~five ~~(2)~~ (5) years of the date of the board of supervisors' action declaring the local emergency, unless an extension is granted by the board of supervisors pursuant to section 18.05.020, in which case it shall be removed by the extended deadline.

B. Temporary replacement housing shall no longer be used in lieu of permanent housing immediately following issuance by the building department of a final inspection or certificate of occupancy for a permanent replacement dwelling unit on-site.

C. Temporary replacement housing may only be occupied by a displaced resident or residents.

Attachment: 221011 Draft BOS Resolution Initiating Amendment to 18.05 per CCAC [Revision 3] (RES-2022-593 : Initiate Amendments to

D. Temporary replacement housing shall meet the following standards:

1. The property owner or the property owner's authorized agent shall apply for a permit from the building department.

2. The permit shall only be considered for a parcel on which a ~~permitted or legally established~~ residence was destroyed, or substantially or partially damaged and uninhabitable, as determined by the building department as a result of the disaster. ~~Proof that a destroyed or damaged residence was permitted or legally established shall be verified by the building department based on prior finaled building permit or assessor's records, or other documentation satisfactory to the building department.~~

3. No more than two (2) recreational vehicles used for temporary replacement housing shall be permitted per parcel.

4. If the temporary replacement housing is utilized prior to approval by the health department of the site as being free of all public hazards and toxic debris, the following provisions shall apply:

    a. A waiver of county liability, approved as to legal form and sufficiency by county counsel, shall be signed by the property owner and any authorized agent.

    b. The temporary replacement housing shall be located a minimum of one hundred and fifty (150) feet from the footprint of any damaged structure and in a manner that does not impede the debris removal process. Lesser setbacks may be approved by the health department on a case by case basis.

    c. The property owner and all occupants shall implement mitigation measures adequate to prevent exposure of hazardous wastes and safety risks to humans and animals, as determined necessary by the health department.

5. Except as provided in section 18.05.040.D.4, a permit for temporary replacement housing shall not be issued by the building department until the site is approved by the health department as being free of all public hazards and all toxic debris or residue caused by the disaster.

6. The temporary replacement housing shall be located outside the boundaries of any recorded easements and may be located within the zoning ordinance required setback areas such that placement of the temporary replacement housing will allow for unobstructed reconstruction on the site.

7. The temporary replacement housing shall be connected to an approved source of water meeting one of the following criteria:

    a. Public water supply;

Attachment: 221011 Draft BOS Resolution Initiating Amendment to 18.05 per CCAC [Revision 3] (RES-2022-593 : Initiate Amendments to

b. Existing well provided that it has been approved by the health department as safe for domestic consumption; or

c. Other water source approved by the health department.

8. The temporary replacement housing shall be connected to an approved sewage disposal system meeting one of the following criteria:

   a. Public sewer system;

   b. Existing on-site sewage disposal system that has been approved by the health department to be intact, adequately sized, and functioning following the disaster;

   c. Temporary holding tank with a contract with a pumping company for regular pumping. A copy of the contract shall be provided to the health department; or

   d. Other method of sewage disposal approved by the health department.

9. The temporary replacement housing shall be connected to an approved source of electricity meeting one of the following criteria:

   a. Permitted electrical service hook-up; or

   b. Other power source approved by the building department.

10. Temporary replacement housing shall not be located in either of the following areas:

    a. a flood hazard area established by separate action of the board of supervisors or other authorized Federal, State, or local official; or

    b. an area affected by the disaster which, due to hazards to health and safety directly or indirectly resulting from the disaster, require in-depth study before allowing rebuilding of any kind as determined by the building department or health department.

11. The temporary replacement housing allowed by this chapter may be converted to temporary construction housing upon issuance of a building permit for a permanent residence, pursuant to County Code section 15.10.270.B.

12. Camping cabins, recreational vehicle park models, tiny homes, yurts, multiple bedroom FEMA trailers and/or FEMA trailers installed similarly to a mobile or manufactured home, mobile homes, and similar units as determined by the building official are not considered temporary replacement housing for the purposes of this chapter.

18.05.050 Permanent Replacement Of Damaged Or Destroyed Housing Or Other Structures

Attachment: 221011 Draft BOS Resolution Initiating Amendment to 18.05 per CCAC [Revision 3] (RES-2022-593 : Initiate Amendments to

Structures damaged or destroyed by a disaster may be replaced pursuant to the following provisions:

A. Structures illegally constructed before the disaster may only be reconstructed if all current and applicable state and local requirements are satisfied.

B. Structures legally constructed before the disaster may be reconstructed provided all current and applicable state and local requirements are satisfied, including zoning ordinance provisions for nonconforming structures.

C. Prior to the issuance of a building permit, the site of the structure shall be approved by the health department as being free of all public hazards and toxic debris or residue caused by the disaster.

D. Replacement of mobile homes or manufactured homes shall comply with the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U.S. C. §5401 et. seq.), the Mobilehome Parks Act (Health and Safety Code §18200 et seq.) the Special Occupancy Parks Act (Health and Safety Code §18860 et. seq.), the Manufactured Housing Act of 1980 (Health and Safety Code §18020 et seq.), current California Code of Regulations, Title 25 standards, and Mariposa County Code section 17.108.095.

E. A garage or storage building may be permitted as an accessory structure prior to the issuance of a permit for a single-family dwelling on any parcel on which a residence was destroyed by a disaster.

18.05.060 Repair Criteria

A. Permitted or legally established structures that have been damaged as the result of a disaster shall be repaired in accordance with the following criteria:
When the estimated value of repair is less than fifty percent (50%) of the replacement value of the structure, the damaged elements may be repaired. Any repairs must comply with the current California Code of Regulations, Title 24 standards, or, as an alternative, a California design professional of record shall be retained by the property owner to evaluate the damages, and design, oversee and approve repairs in accordance with the ~~2016 (or~~ current~~)~~ California ~~existing~~ building code.

B. When the estimated value of repair is fifty percent (50%) or more of the replacement value of the structure, the entire structure shall be brought into conformance with the current California Code of Regulations, Title 24 standards.

C. Determinations made relative to the provisions within this section shall be the authority of the building department.

18.05.070 Temporary Replacement Housing Off-Site

Installation of temporary replacement housing off-site for displaced resident(s), consisting of a recreational vehicle or recreational vehicles, as defined herein, may be authorized by the building department subject to the following provisions:

Attachment: 221011 Draft BOS Resolution Initiating Amendment to 18.05 per CCAC [Revision 3] (RES-2022-593 : Initiate Amendments to

A. A maximum of two (2) recreational vehicles shall be authorized on a privately owned parcel which is off-site from the disaster and which is zoned for primary residential use as determined by the planning department.

B. Except as provided in section 18.05.070.C, temporary replacement housing off-site authorized pursuant to this section shall no longer be used in lieu of permanent housing within ~~two~~ five ~~(2)~~(5) years of the date of the board action declaring the local emergency, unless an extension is granted by the board of supervisors pursuant to 18.05.020, in which case it shall be removed by the extended deadline.

C. Temporary replacement housing off-site shall no longer be used in lieu of permanent housing immediately following issuance by the building department of a final inspection or certificate of occupancy for a permanent replacement dwelling unit for the displaced resident or residents.

D. The permit for temporary replacement housing off-site shall only be considered for a displaced resident who occupied a ~~permitted or legally established~~ residence that was destroyed, or substantially or partially damaged and uninhabitable as determined by the building department as a result of the disaster. ~~Proof that a destroyed or damaged residence was permitted or legally established shall be verified by the building department based on prior finaled building permit or assessor's records, or other documentation satisfactory to the building department.~~

E. Temporary replacement housing shall be occupied by a displaced resident or residents.

F. Temporary replacement housing off-site shall be located outside the boundaries of any recorded easements and shall comply with all zoning ordinance setback requirements.

G. Temporary replacement housing off-site shall meet the following standards:

1. The property owner or the property owner's authorized agent shall apply for a permit from the building department.

2. The temporary replacement housing off-site shall be connected to an approved source of water meeting one of the following criteria:

   a. Public water supply;

   b. Existing well provided that it has been approved by the health department as safe for domestic consumption; or

   c. Other water source approved by the health department.

3. The temporary replacement housing off-site shall be connected to an approved sewage disposal system meeting one of the following criteria:

   a. Public sewer system;

Attachment: 221011 Draft BOS Resolution Initiating Amendment to 18.05 per CCAC [Revision 3] (RES-2022-593 : Initiate Amendments to

b. Existing on-site sewage disposal system that has been approved by the health department to be intact and functioning following the disaster and adequately sized;

c. Temporary holding tank with a contract with a pumping company for regular pumping. A copy of the contract shall be provided to the health department; or

d. Other method of sewage disposal approved by the health department.

4. The temporary replacement housing off-site shall be connected to an approved source of electricity meeting one of the following criteria:

a. Permitted electrical service hook-up; or

b. Other power source approved by the building director.

5. Temporary replacement housing off-site shall not be located in either of the following:

a. a flood hazard area established by separate action of the board of supervisors or other authorized Federal, State, or local official; or

b. an area affected by the disaster which, due to hazards to health and safety caused by the disaster, require in-depth study before allowing rebuilding of any kind as determined by the building department or health department.

H. Camping cabins, recreational vehicle park models, tiny homes, yurts, multiple bedroom FEMA trailers and/or FEMA trailers installed similarly to a mobile or manufactured home, mobile homes, and similar units as determined by the building official are not considered temporary replacement housing for the purposes of this chapter.

18.05.080 Fees; Replacement Of Damaged Or Destroyed Housing Or Other Structures

A. All current permit fees apply, including demolition permit fees, unless otherwise modified or waived by the board of supervisors.

B. During the time period when this chapter is applicable pursuant to section 18.05.020, application plan check fees that are normally paid at the time an application is submitted may be deferred by the building department, at the applicant's request, and paid at the time the permit is issued.

C. The current process for determining school impact fees, which involves the Mariposa County Unified School District, shall be followed.

18.05.090 Debris Removal; Site Approval Required

Attachment: 221011 Draft BOS Resolution Initiating Amendment to 18.05 per CCAC [Revision 3] (RES-2022-593 : Initiate Amendments to

A. All hazardous materials and debris, including but not limited to household hazardous wastes, asbestos, ash from burned structures, metals, damaged or destroyed vehicles, and all public hazards shall be removed prior to reconstruction or reuse of property damaged by the disaster and shall, in all cases, be removed and disposed of within one hundred eighty (180) days of the disaster for which the local state of emergency was declared unless the health department grants a discretionary ninety (90) day extension upon a showing of good cause. Debris removal and disposal shall comply with all laws and regulations and shall be within the time period described herein. Upon completion of debris removal, the site shall be approved by the health department as being free of all toxic debris or residue caused by the disaster.

B. A demolition permit for hazardous materials and debris removal may be required by the building department, unless a county-approved hazardous materials and debris removal program is utilized by the property owner.

18.05.100 Temporary Facilities For Post-Disaster Recovery

Temporary facilities necessary for the timely removal of debris, stabilization of soils, erosion control, and other needs as determined by the agency or agencies directing post-disaster recovery and clean-up operations may be established as needed. Temporary facilities may include staging areas for equipment, vehicles, and storage on private property. Temporary facilities may also include off-site processing and storage, recycling, or other handling of disaster-generated debris. Temporary facilities are subject to all of the following provisions:

A. The duration of the temporary facilities shall not exceed the time period established by Section 18.05.020 or the duration of the local emergency, whichever is more.

B. Temporary facilities shall be subject to issuance of an administrative use permit pursuant to County Code Chapter 17.114, prior to establishment or within 30 days of establishment.

C. In addition to the requirements established by County Code Chapter 17.114, approval of temporary facilities shall be based upon a finding that the site zoning allows for public uses and the proposed temporary facilities provide or address an immediate public need or immediate public purpose.

D. The administrative use permit shall identify the expiration date of the approval and shall specify clean-up and restoration provisions for the site upon termination of the use.

E. The administrative use permit may address impacts resulting from the temporary use, including but not limited to dust, noise, water quality, traffic safety, lighting, trespass and any secondary impacts.

F. Alternative sites that may be available resulting in fewer impacts shall be considered prior to issuance of an administrative use permit.

Attachment: 221011 Draft BOS Resolution Initiating Amendment to 18.05 per CCAC [Revision 3] (RES-2022-593 : Initiate Amendments to

G. Temporary facilities on public land shall be subject to the authorization of the agency managing said land.

18.05.120 Severability And Pre-Emption

A. If any section, subsection, sentence, clause, or phrase of this chapter, is for any reason held to be invalid, unlawful, or unconstitutional, such invalidity or unconstitutionality shall not affect the validity, lawfulness, or constitutionality of any or all other portions of this chapter.

B. To the extent that any part of this chapter conflicts with any portion of an executive order signed by the Governor of the State of California related to a disaster for which this chapter is invoked, the executive order shall control.

Attachment: 221011 Draft BOS Resolution Initiating Amendment to 18.05 per CCAC [Revision 3] (RES-2022-593 : Initiate Amendments to

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2021-331

MEETING: June 8, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Proposed Code Compliance Advisory Committee

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Establishing the Mariposa County Code Compliance Advisory Committee (CCAC) and Approving a Supplemental Questionnaire for CCAC Membership Applications.

Action is based on direction given to staff by the Board of Supervisors at their meetings on November 10, 2020 (following denial of County Code Amendment No. 2019-218 and discussion of procedural options) and March 16, 2021 (following discussion and direction regarding "increasing non-compliance with existing county codes").

RESULT:
The resolution establishes a 9-member citizens' advisory committee to the Board of Supervisors. The resolution establishes purposes and tasks, responsibilities, membership considerations for appointment, and other procedural requirements for the committee. The purpose of the committee is to make recommendations to the Board of Supervisors for potential amendments to code compliance procedures. The resolution also approves a supplemental questionnaire for committee membership application.

CONSIDERATIONS:
The draft documents presented for Board consideration were based on:

1. Other resolutions establishing advisory committees to the Board of Supervisors,
2. Discussion by the Board of Supervisors at their meetings on November 10, 2020 and March 16, 2021, and
3. Input from citizens who are interested in a collaborative process with the County to develop recommendations regarding code compliance procedures and alternatives.

PROPOSED NOTICING FOR CCAC MEETINGS:
The draft resolution (Exhibit A, Section 8a - 8f) contains requirements for noticing a CCAC meeting that exceed state law and local policy.

State law (The Brown Act) currently requires that an agenda be posted at the meeting location and on-line. Planning also routinely publishes advisory committee meeting notices in the *Mariposa Gazette* and has recently started posted notices in the

Attachment: 210608 BOS Resolution No. 2021-331 Establishing CCAC (RES-2022-593 : Initiate Amendments to Chapter 18.05 for Post Disaster

Yosemite Express as well.

NOTICING THIS ACTION BY BOARD:
This action by the Board was noticed in local newspapers, including the *Mariposa Gazette* and the *Yosemite Express*. This action was also noticed on-line. Finally, hard copy notices of this action were posted in sixteen (16) locations throughout the county.

NEXT STEPS:
If the Board establishes the CCAC, next steps will include the following:

1. Staff will notice vacancies on the committee.
2. Staff will receive applications from persons interested in serving on the committee.
3. Staff will schedule an item at a future Board meeting, for the Board to appoint members to serve on the committee. All applications will be presented to the Board for consideration.
4. Once appointments have been made, an initial meeting of the CCAC will be scheduled.

NOTE:
The original version of the resolution which was posted for public information included provisions for a social media coordinator (to be an officer of the committee). These provisions were removed from the resolution during legal review of the item, based upon the County's Website Video and Social Media Policy, adopted January 22, 2019. On page 4 of the policy, under "Policy Responsibilities", it states, "Department Heads will appoint a social media moderator within their department to manage the social media account and to ensure that appropriateness of content. The designated moderator should: Be a Mariposa County employee or contractor [emphasis added]; be familiar with Mariposa County policies; understand the scope of responsibility, and be appropriately trained regarding county regulations and policies to interact on behalf of a department." [Emphasis added.]

A citizen member of the CCAC would not qualify under the policy that requires that the moderator be either an employee or a contractor. In addition, it would be difficult to monitor "other Facebook pages" used by Mariposa residents to ensure that they are set up with no comments.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
November 10, 2020: The Board of Supervisors denied County Code Amendment No. 2019-218 and discussed procedural options.

March 16, 2021: The Board of Supervisors discussed and gave direction to staff regarding "increasing non-compliance with existing County Codes".

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternatives: Amend text within the resolution, including makeup of advisory committee, membership requirements, noticing requirements and/or tasks and responsibilities.

Attachment: 210608 BOS Resolution No. 2021-331 Establishing CCAC (RES-2022-593 : Initiate Amendments to Chapter 18.05 for Post Disaster

Negative action: Do not adopt resolution. No advisory committee for code compliance would be established.

FINANCIAL IMPACT:
No direct costs, although there is a staff time commitment to prepare educational and action items for the CCAC, and to staff the CCAC meetings.

ATTACHMENTS:
210608 Draft BOS Resolution Establishing Code Compliance Advisory Committee amended (PDF)
210517 Notice of Proposal to Establish Code Compliance Advisory Committee (PDF)

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

Attachment: 210608 BOS Resolution No. 2021-331 Establishing CCAC (RES-2022-593 : Initiate Amendments to Chapter 18.05 for Post Disaster

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No 2021-331

A Resolution establishing the Mariposa County Code Compliance Advisory Committee (CCAC) and Approving a Supplemental Questionnaire for Membership Applications

---

WHEREAS, state law requires counties to prepare and adopt a General Plan to guide the future development of the county; and

WHEREAS, Mariposa County has an adopted General Plan; and

WHEREAS, Mariposa County implements the General Plan through local land use, development and permitting regulations in the Mariposa County Code, including zoning, building and environmental health regulations and marijuana regulations; and

WHEREAS, development codes are also established for the protection of public health and safety and for the protection of environmental quality; and

WHEREAS, Mariposa County is responsible for enforcement of these local regulations as well as state law; and

WHEREAS, Mariposa County Code establishes code enforcement procedures and requirements; and

WHEREAS, Mariposa County's procedures and requirements are not always effective in resolving code compliance matters; and

WHEREAS, there is an interest in pursuing amendments to the County's code compliance procedures and process to make the code compliance program more effective; and

WHEREAS, there is an interest in devising innovative public policy and programs that addresses residents' needs while also mitigating alleged violations; and

WHEREAS, the Board of Supervisors has considered the important role of collaboration between county staff, property owners, business owners and residents to research and develop recommendations for amended procedures and new policies and programs.

Attachment: 210608 BOS Resolution No. 2021-331 Establishing CCAC (RES-2022-593 : Initiate Amendments to Chapter 18.05 for Post Disaster

NOW THEREFORE BE IT RESOLVED, that the Board of Supervisors does hereby establish the Code Compliance Advisory Committee (CCAC) as an advisory body to the Board of Supervisors with purpose, tasks, responsibilities, and procedures as described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE BE IT FINALLY RESOLVED, that the Board of Supervisors does hereby approve a Supplemental Questionnaire for Membership Applications as shown in Exhibit B attached hereto and incorporated herein.

ON MOTION BY Supervisor Menetrey, seconded by Supervisor Sweeney, this resolution is duly passed and adopted this 8th day of June, 2021 by the following vote:

AYES:	SMALLCOMBE, SWEENEY, LONG, FORSYTHE, MENETREY
NOES:	NONE
EXCUSED:	NONE
ABSTAIN:	NONE

Marshall Long, Chair
Board of Supervisors

ATTEST:

René LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: 210608 BOS Resolution No. 2021-331 Establishing CCAC (RES-2022-593 : Initiate Amendments to Chapter 18.05 for Post Disaster

Attachment: 210608 BOS Resolution No. 2021-331 Establishing CCAC (RES-2022-593 : Initiate Amendments to Chapter 18.05 for Post Disaster

EXHIBIT A

BOARD OF SUPERVISORS Resolution No. 2021-331
Establishing the Mariposa County Code Compliance Advisory Committee

1. Purpose and Tasks

The purpose and tasks of the Mariposa County Code Compliance Advisory Committee (CCAC) shall be as follows:

a. Develop recommendations to the Board of Supervisors for an effective code compliance process and program.

b. Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.

c. Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations.

d. Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.

2. Responsibilities

The responsibilities of the Mariposa County Code Compliance Advisory Committee shall be as follows:

a. Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, County staff, the Planning Commission, and the Board of Supervisors).

b. Review and understand existing Mariposa County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance.

c. Review, understand and comply with the state's Ralph M. Brown Act (Brown Act) requirements.

d. Review and understand state law requirements for code compliance activities at a local level.

e. Review and understand due process requirements.

f. Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, typical compliance issues, etc.

g. Review and learn about what other similar or neighboring jurisdictions do for code compliance.

h. Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources.

3. Membership

The Code Compliance Advisory Committee (CCAC) shall be established with nine (9) voting members. Membership requirements or considerations include the following:

a. Members shall reside in Mariposa County.

b. Members shall take an interest in issues associated with code compliance procedures, code compliance processing and public education.

c. Members may have special knowledge, expertise, or skills related to code compliance matters, including governmental procedures, county codes, development and construction permitting requirements, code compliance procedures and options, and/or legal matters. Such special knowledge, skills, or expertise is not mandatory to be appointed to the committee.

d. The committee may call upon representatives of other organizations or departments, and the general public as resources on certain topics related to the purpose, tasks and responsibilities of the committee.

4. Term and Manner of Appointment

Appointments to the CCAC shall be made by the Board of Supervisors based on review of applications submitted on the county's standard application form and a supplemental questionnaire.

Initial appointment of committee members shall be as follows:

- Four (4) members: one (1) year terms
- Three (3) members: two (2) year terms
- Two (2) members: three (3) year terms

Attachment: 210608 BOS Resolution No. 2021-331 Establishing CCAC (RES-2022-593 : Initiate Amendments to Chapter 18.05 for Post Disaster

Attachment: 210608 BOS Resolution No. 2021-331 Establishing CCAC (RES-2022-593 : Initiate Amendments to Chapter 18.05 for Post Disaster

If the initial appointments are made mid-term, the appointments shall minimally be for the terms listed above [e.g. the "one (1) year terms" may actually be one (1) year and five (5) months terms or one (1) year and two (2) month terms].

After the initial appointments, all terms will be for two (2) year periods.

All terms shall expire upon the last day of February of the appropriate year.

The Board of Supervisors may remove at any time and without cause any member of the CCAC.

5. Participation By Member Required, Vacancy

If any member of the CCAC is absent (unexcused) for two (2) consecutively scheduled meetings, then that member may be removed from the CCAC by the Board of Supervisors, and the Board of Supervisors shall fill the vacancy for the unexpired term.

6. Selection of Officers

At its first meeting, the CCAC 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.

Following the initial appointment of officers, elections shall occur at the first meeting of each calendar year.

7. Duties of Officers

The Chair shall preside at all meetings of the CCAC and shall perform all 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 meeting minutes for the approval of the CCAC.

8. Meetings and Quorum

The CCAC shall hold its first meeting at the call of the Planning Director or designee. The CCAC shall establish a meeting schedule deemed necessary by the CCAC to accomplish its purpose. The approved meeting schedule shall be posted for

Attachment: 210608 BOS Resolution No. 2021-331 Establishing CCAC (RES-2022-593 : Initiate Amendments to Chapter 18.05 for Post Disaster

informational purposes on the CCAC's webpage within Mariposa Planning's web page, as well as on the Mariposa Planning Facebook page.

A quorum shall be a majority of those appointed as voting members. A quorum is required to transact any CCAC business at a regular meeting or special meeting.

Notice of CCAC meetings shall be posted and published by County staff not less than seven (7) days prior to the date of the meeting at the following locations:

a. Mariposa Planning Website page,

b. Mariposa Planning Facebook page,

c. The Mariposa County Government Center,

d. Publication in the *Mariposa Gazette*,

e. Other posted locations as determined by the CCAC, and

f. The meeting location.

The Planning Director or designee may supplement (increase) required notification in any manner deemed appropriate for the content of the proposed agenda.

Meetings of the CCAC shall be subject to the provisions of the California Open Meeting Law (Brown Act).

9. Administration and Support

a. County staff shall provide support to the CCAC. The Planning Director or designee shall be the lead member of County staff responsible for supporting the CCAC. The Planning Director or designee shall be empowered to call upon appropriate departments to provide information required to assist the CCAC in carrying out its designated purpose and tasks, and 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. If the CCAC does not appoint a secretary, the Planning Director or designee shall be responsible for preparation and publication of minutes for CCAC approval.

d. The Planning Director or designee shall be responsible for digitally recording the meetings and for the archival storage of electronic recordings.

EXHIBIT B

BOARD OF SUPERVISORS Resolution No. 2021-331 Establishing the Supplemental Questionnaire for CCAC Membership Applications

NOTE: This form will be made into a "fillable" pdf document for ease of use.

Name:

Mailing address:

Email address:

Street (physical) address:

Telephone:

Supplemental Questions – please respond to the following questions to help us evaluate your qualifications for this committee.

1. Why are you interested in being appointed to the CCAC?

2. Do you agree with the purpose and tasks of the CCAC, which are to:

    a. Develop recommendations to the Board of Supervisors for an effective code compliance process and program.

    b. Develop recommendations for innovative public policy and programs that address residents' needs while also mitigating alleged violations.

    c. Support the work of staff in the conduct of fact finding and data gathering necessary to the CCAC to develop informed recommendations.

    d. Provide periodic assessment and evaluation of, and feedback to the Board of Supervisors regarding the success of an amended code compliance process and programs.

    If you answered "no" to any of the above, please explain why:

3. If you are appointed as a member of the CCAC, do you accept the following established responsibilities:

    a. Review and understand local government structure (including but not limited to the roles and the authority of, and the relationships between the public, a citizens' advisory committee, County staff, the Planning Commission, and the Board of Supervisors).

Attachment: 210608 BOS Resolution No. 2021-331 Establishing CCAC (RES-2022-593 : Initiate Amendments to Chapter 18.05 for Post Disaster

Attachment: 210608 BOS Resolution No. 2021-331 Establishing CCAC (RES-2022-593 : Initiate Amendments to Chapter 18.05 for Post Disaster

b. Review and understand existing Mariposa County Code provisions, including provisions for the Mariposa Planning Agency and code compliance, as well as adopted County policies related to code compliance.

c. Review, understand and comply with the state's Ralph M. Brown Act (Brown Act) requirements.

d. Review and understand state law requirements for code compliance activities at a local level.

e. Review and understand due process requirements.

f. Review and understand current county code compliance cases, including the status of current cases, why certain cases aren't being resolved, typical compliance issues, etc.

g. Review and learn about what other similar or neighboring jurisdictions do for code compliance.

h. Determine if there are other ways to make the current processes and programs more effective, which, in addition to code amendments could include innovative ways to assist residents using resources such as, but not limited to volunteer efforts, community organizations, grants or other funding sources.

If you answered "no" to any of the above, please explain why:

4. Do you have any skills or special knowledge or expertise you could contribute to the CCAC efforts? What are those?

5. Are you able to devote time to attend meetings? CCAC Meetings may be conducted remotely or in person.

6. Are you able to devote time to review meeting packets ahead of meetings?

7. Is there any other information you'd like to share regarding your interest in being on this advisory committee?

Signature

Date

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2022-594

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Waiver of Owner Payment for Certain Permits

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Waiving Owner Payment for Certain Permits Needed to Rebuild and Reoccupy Properties Impacted by the Oak Fire.

The Board of Supervisors gave direction to staff to prepare this resolution at their meeting on September 27, 2022. The waivers will be available to property owners whose homeowners' insurance does not cover permit fees and to property owners who had no insurance. The waiver will be available for a period of eighteen (18) months from the date of the resolution.

On July 22, 2022, the Oak Fire started in Midpines. The Oak Fire destroyed over 200 structures, 127 of which were residential dwelling units. The Board is interested in helping Oak Fire victims to get back to their properties. Waiving owner payment for certain permits needed to rebuild and reoccupy their properties provides fiscal assistance to victims and encourages rebuilding and reoccupation of properties in the burn scar.

This resolution addresses the following permit types:

Blue tag (electrical) - Permit fee $410
New well or well repair - Permit fee $364
Septic system repair - Permit fee $269 to $690
Temporary housing (RV) (pursuant to County Code Chapter 18.05) - Permit fee $410

Because the Building Department is an enterprise fund, the Mariposa County Building Department-portion of the costs for these permits will be paid for by the Mariposa County Health and Human Services Agency.

The resolution is written to provide the Board with two options, only one of which may be included in the adopted resolution:

Option one: Owner payment waiver only eligible for properties on which residential development was permitted or legally established

Option two: Owner payment waiver eligible for all properties in burn scar area, regardless of whether or not the residential development was permitted or legally

established (evidence of the existence of residential development would need to be provided)

BACKGROUND AND HISTORY:
The Board has taken many actions regarding the Oak Fire, including but not limited to ratifying the Local Emergency proclaimed by the Director of Emergency Services and ratifying the Local Health Emergency declared by the County Health Officer. Relative to Debris Removal, the Board adopted Interim Urgency Ordinances 1178 and 1179 for the State Consolidated Program and the Private Option.

On September 27, 2022, the Board directed staff to prepare a resolution for Oak Fire fee waivers.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives -
1. Determine if Option One or Option Two is preferable (relative to property owner eligibility for fee waiver)
2. Amend text in proposed resolution

Negative Action -
Do not adopt resolution waiving property owner payment of certain fees. All permit fees necessary for rebuilding would need to be paid for by the property owner or applicant.

FINANCIAL IMPACT:
Precise impact cannot be determined; costs will vary based on number of properties covered by insurance, number of properties whose power and sewer and water infrastructure was impacted, number of owners who plan to occupy temporary replacement housing, whether or not unpermitted improvements will be eligible for a waiver, and number of owners who plan to rebuild.

ATTACHMENTS:
221011 Draft BOS Resolution Waiving Owner Payment of Certain Fees (DOCX)

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

See attached

Attachment: 221011 Draft BOS Resolution Waiving Owner Payment of Certain Fees [Revision 1] (RES-2022-594 : Waiver of Owner Payment for

DRAFT

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No 2022-___

A Resolution Waiving Owner Payment for Certain Permits Needed to Rebuild and Reoccupy Properties Impacted by the Oak Fire

---

WHEREAS, on the 22nd day of July 2022, at approximately 2:00 p.m., a fire broke out at 4966 Carstens Road in Midpines, approximately five (5) miles east of the town of Mariposa; and

WHEREAS, the Oak Fire rapidly expanded toward the south/southeast, toward Triangle Road, Darrah Road, Silva Road, Lushmeadows, Jerseydale, Bootjack and Ponderosa Basin; and

WHEREAS, over 200 structures were ultimately destroyed by the Oak Fire, with 127 of those being residential dwelling units; and

WHEREAS, on the 23rd day of July 2022, the Director of Emergency Services of the County of Mariposa, State of California proclaimed the existence of a Local Emergency due to the Oak Fire; and

WHEREAS, on the 26th day of July 2022, the Board of Supervisors ratified the Director of Emergency Services' proclamation of the existence of a Local Emergency due to the Oak Fire; and

WHEREAS, on the 22nd day of July 2022, the County Health Officer declared a Local Health Emergency due to the Oak Fire; and

WHEREAS, on the 26th day of July 2022, the Board of Supervisors ratified the County Health Officer's declaration of a Local Health Emergency due to the Oak Fire; and

WHEREAS, on the 23rd day of July 2022, pursuant to Government Code section 8625, California Governor Newsom declared a State of Emergency in the County of Mariposa, due to the Oak Fire; and

WHEREAS, the Board of Supervisors desires to provide fiscal assistance to Oak Fire victims to encourage rebuilding and reoccupation of properties in the burn scar area; and

WHEREAS, the Board of Supervisors has the authority to waive owner payment of permit fees for property owners in the Oak Fire burn scar area.

NOW BE IT THEREFORE RESOLVED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, as follows:

1. The Board does hereby approve the establishment of a list of property owners in the Oak Fire burn scar area whose residences, outbuildings, power poles, wells and/or septic disposal systems were destroyed or damaged by the Oak Fire.

2. The Board does hereby waive property owner payment of permit fees for the following types of permits for the property owners on the list established pursuant to item 1 above:

    a. Blue tag (electrical) – permit fee $410
    b. New well or well repair – permit fee $364
    c. Septic system repair – permit fee $269 to $690
    d. Temporary housing (RV) pursuant to County Code Chapter 18.05 – permit fee $410

3. The Building Department portion of the costs of the permits identified in item 2 above will be paid for by the Mariposa County Health and Human Services Agency.

4. The property owner fee waiver will be available to property owners whose homeowners' insurance does not cover permit fees, as well as to property owners who had no insurance. The property owner will be responsible for providing objective documentation to the Building Department regarding this requirement.

[The Board of Supervisors shall select <u>either</u> Option One or Option Two below]

Option One

5. The property owner fee waiver will be available to properties in the Oak Fire burn scar area on which residential development was permitted or legally established, based on county records.

OR

Option Two

5. The property owner fee wavier will be available to all properties in the Oak Fire burn scar area, regardless of whether or not the residential development was permitted or legally established. The property owner will be responsible for providing objective documentation to the Building Department regarding the existence of residential development on a property, in order to be eligible for the fee waivers. The Building Director or designee will be the authority for determining the adequacy of the documentation provided by a property owner.

BE IT FURTHER RESOLVED THAT, this resolution shall be effective for a period of eighteen (18) months from the date the resolution is adopted. Once the resolution is no longer effective, property owners will need to pay all permit fees.

Attachment: 221011 Draft BOS Resolution Waiving Owner Payment of Certain Fees [Revision 1] (RES-2022-594 : Waiver of Owner Payment for

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this __ day of October 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

Attest:

_____
Danielle Bondshu
Clerk of the Board of Supervisors

Approved as to Form:

_____
Steven W. Dahlem
County Counsel

Attachment: 221011 Draft BOS Resolution Waiving Owner Payment of Certain Fees [Revision 1] (RES-2022-594 : Waiver of Owner Payment for

MARIPOSA COUNTY

Administration/Community Development · 966-3222

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction, Regarding Business Assistance/Microenterprise Loans

---

RECOMMENDATION AND JUSTIFICATION:

Discussion and Direction Regarding the Business Assistance/Microenterprise Loan Program

In October 2020, Mariposa County was awarded two Community Development Block Grant (CDBG) grants: one for a business assistance loan program in the amount of $500,000; and the other for a microenterprise loan program in the amount of $250,000. Both grants are allocated for loans to local small businesses.

When the grants were received, staff created and the board approved guidelines for the respective loan programs. Per the guidelines, these loans can be used for: 1) operating capital; 2) furniture fixtures and equipment (FF&E); 3) rehabilitation of leased space or owned buildings (including engineering and architectural and local permits or fees); 4) purchase of manufacturing equipment (with or with out installation costs); 5) refinancing of existing debt in conjunction with financing other eligible costs; 6) purchase of real property; 7) required off site improvements; or 8) relocation grants for persons displaced due to funding of the project. Loan guidelines also include a provision that would allow for the loans to be forgiven.

The Oak Fire destroyed at least 40 local home-based businesses and caused economic injury to many more. CDBG has subsequently confirmed that these loans can be used as disaster relief funding. Loan requirements that a recipient creates or retains one full-time equivalent job (1,750 hours annually) for every $35,000 borrowed and that at least 51% of such jobs are filled by individuals earning at or below 80% of median income for our area remain in force.

The County has received two loan applications. A childcare business that was directly impacted by the Oak Fire is asking for a $100,000 loan to support their operations to be forgiven upon issuance. A retail business in town, also citing Oak Fire impacts, has applied for a $35,000 loan to be forgiven or provided at little or no interest.

Staff is now seeking Board direction on how to proceed with these and future applications. Each of these options varies in the amount of ongoing staff time required, the interest these programs will receive from local businesses, and the ability

Information Item

to provide consistent and equal treatment to local businesses. Some possible paths forward include the following:

A. Provide low interest loans (3-5%). Do not forgive loan amounts now, but forgiveness may be considered in the future. Loan amounts in any options will require ongoing staff management of the accounts and future direction to allocate repaid funds. This option is the least attractive to local businesses and may result in returning funds not loaned to CDBG.

B. Provide loans at far below-market rates (2%, 1%, or 0%). Do not forgive loan amounts now, but forgiveness may be considered in the future.

C. Provide loans with partial forgiveness. Forgive up to a certain amount (e.g. $35,000 as an employee equivalent or $15,000 matching the amount of the COVID relief grants) or percentage for qualified businesses. Loan amounts in excess of the forgiven amount would be subject to market or below-market interest, as directed by the Board.

D. Forgive loans upon issuance. Applicants will still need to justify requests, but loans would essentially be grants in support of individual businesses. Preference could be given to businesses impacted by the Oak Fire, if desired. This option is the most attractive to local businesses and would likely result in a relatively small group of businesses receiving funds on a first-come basis.

E. Direct staff to bring applications to the Board for consideration and approval. All applications already require board approval. This option would allow for a public, case-by-case review and decision regarding rates and forgiveness.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On May 19, 2020, the Board of Supervisors adopted resolution #2022-68 approving the application of a CDBG grant for a business assistance and microenterprise loan program. The application was awarded on October 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action could result in the County requesting payment for the loans, which would be allocated to a Program Income (PI) account and subject to collection by CDBG.

FINANCIAL IMPACT:
Discussion and direction from the BoS only. Will not impact the General Fund Budget.

ATTACHMENTS:
guidelines (PDF)
Grant Application_Business Assistance (DOCX)
CDBG_Microenterprise Grant Application_final (DOCX)
Kaiser - A new comment has been posted to your Web Portal (PDF)
Business Assistance (PDF)

RESULT: INFORMATION RECEIVED

Guidelines

For

Business Assistance Loan Program

Funded By

County of Mariposa

With

Community Development Block Grant

Adopted: November 15, 2011

Attachment: guidelines (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise Loans)

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
BUSINESS ASSISTANCE LOAN PROGRAM GUIDELINES
FOR MARIPOSA COUNTY

1.0 INTRODUCTION

The County of Mariposa here after call "Lender" has established a Business Assistance Loan Program, here after called "the Program". The Program is designed to stimulate economic growth and create jobs that will improve the living conditions of residents in the community. The Program provides affordable non-conventional financing to eligible businesses and development projects. Businesses and development projects receiving these funds will be required to develop a sufficient number of net new jobs, or in the case of business preservation, retain existing jobs. These Program guidelines have been formally adopted by the Lender and shall be approved by the state CDBG program.

2.0 BUSINESS ASSISTANCE PROGRAM OVERVIEW

2.1 Program Contractor

The Lender will secure the services of a qualified program underwriter here after called "Contractor" who has experience in originating business assistance loans and is familiar with state CDBG requirements. The Contractor's detailed scope of services will be negotiated and included in a formal agreement for services executed between the Lender and Contractor. In general, the Lender will accept and process applications, underwrite and recommend approval of loans, and ensure proper loan closing. The Contractor will follow and ensure compliance with these guidelines.

2.1-1 Program Sub Contractor

The Lender will secure the services of a qualified person/ or entity here after called "Sub-contractor" who has experience in the collection of all documents relative to loan packaging for originating business assistance loans and is familiar with state CDBG requirements. The Sub-contractor's detailed scope of services will be negotiated and included in a formal agreement for services executed between the Lender and Sub-contractor. In general, the Sub-contractor will accept, package and pre-qualify applications and forward to the Contractor to write and recommend approval of loans, and ensure proper loan closing.

2.2 Program Service Area

Financing under this Program is available to all eligible businesses located in the jurisdictional limits of the Lender. State CDBG funds may not be used in urban areas that receive CDBG funds annually from the federal Department of Housing and Urban Development (HUD) entitlement program. Further, Sub-contractor will provide training to businesses, as necessary.

Attachment: guidelines (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise Loans)

2.3 Source of Program Funds

The Program is capitalized with CDBG funds provided by HUD to the State of California Department of Housing and Community Development (Department). CDBG funds are federal funds and as such have a number of federal requirements that must be met, as described below. CDBG funds come to the Lender from two sources: 1) Department awards grants to the Lender that are administered under a state grant contract; 2) loan funds repaid from previous CDBG activities (grant and program income loans), called CDBG program income funds, administered under a Lender adopted program income reuse plan. As loans are originated under this program the repayments from those loans are returned and re-loaned out again to other eligible businesses.

2.4 Eligible Loan Applicants

Loan applicants for the Program must be existing legal businesses with a proper local business license, proper insurance and required permits per state and federal requirements. The business may be a tenant leasing space or the owner of the property where the business is located. The existing business must create new permanent full time equivalent (FTE) jobs. The business may also qualify by showing job retention and sufficient documentation the business will be closing down or reducing staff if not for the investment of CDBG funds. Retention applicants are businesses that will be shutting down permanently or moving operations to another labor market as defined in HUD guidelines.

Loan applicants may also be commercial developers or commercial property owners constructing a new building or completing tenant improvements in an existing commercial space. Funds can also be used to pay for off-site infrastructure costs of a new construction development project. For these projects, the developer must be underwritten and each business locating in the development must be underwritten in accordance with these guidelines.

3.0 CDBG PROGRAM REQUIREMENTS

3.1 Eligible Activities

Funds under this program are restricted to certain eligible costs. Some common eligible costs are: 1) operating capital; 2) furniture fixtures and equipment (FF&E); 3) rehabilitation of leased space or owned buildings (including engineering and architectural and local permits or fees); 4) purchase of manufacturing equipment (with or with out installation costs); 5) refinancing of existing debt in conjunction with financing other eligible costs; 6) purchase of real property; 7) required off site improvements; or 8) relocation grants for persons displaced due to funding of the project. Loan funds will be disbursed on a reimbursement basis incrementally as eligible costs are verified.

Funds under this Program are provided to eligible businesses as loans. Eligible loans are underwritten with the similar standards and documentation as used by private commercial lenders including review and analysis of credit capacity, equity contributions, historical income and expenses, projected income and expenses,

Attachment: guidelines (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise Loans)

available collateral, and debt coverage. CDBG underwriting may be more flexible in some instances depending on the business and requested loan amount. The terms of the loan are typically more favorable than conventional commercial lenders with lower interest rates and longer terms for repayment. The Contractor will work closely with the eligible businesses to ensure they understand the requirements of the Program and the benefits of participating.

3.2 Ineligible Use of Funds

Projects that do not create permanent full time equivalent (FTE) jobs are not eligible. Projects that are primarily housing in nature are not eligible. Projects not meeting a CDBG national objective or public benefit or federal CDBG underwriting standards are not eligible. Projects must have reasonable assurance of repayment of loan funds.

Funds under this Program will not pay for reimbursement of expenses incurred prior to Department and local loan approval and/or completion of project's environmental review. Pursuant to HUD regulations regarding job pirating program funds may not be used to facilitate the relocation of a business from one local labor market area to another local labor market area. Once approved, loan funds may not be reallocated from one approved use to another without formal written approval. Non profit organizations are not eligible to use funds for furniture fixtures and equipment (FF&E) or working capital. Funding a project without Department review and written approval will deem the project ineligible.

Attachment: guidelines (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise Loans)

4.9 Loan Closing Process

Upon approval by the CDBG Program, the Contractor will prepare all necessary loan closing agreements and documents including title and lien searches, and UCC-1 filings, if appropriate. Lender legal counsel will review all agreements and documents, as necessary. Escrow companies should be used for the loan closing process. Upon execution of the loan documents the Lender may request funds from the Department.

5.0 DESCRIPTION OF LOANS

5.1 Determination of Loan Amount

Loans in excess of $250,000 must be formally approved by the Department's Economic Development Advisory Committee (EDAC).

Loan amounts will be determined based on the number of jobs to be created or retained, the ability of the business to service the new CDBG loan payment, and the reasonableness of the costs paid for with CDBG funds. If there are not sufficient CDBG funds for the project the program Contractor can assist in locating other public or private funding to leverage the proposed CDBG financing.

5.2 Determination of Loan Term

The term of the loan will be based on the asset being financed. The term generally should not exceed the economic life of the asset being financed. Department Staff will confirm the term is appropriate based on the use of the CDBG funds.

5.3 Determination of Loan Interest Rate

The interest rate for the loan will be based on the underwriting analysis conducted by the Contractor. Some of the factors that will drive the interest rate are: 1) ability of business to service the loan; 2) rate of return the borrower will receive; 3) credit risk factors and management experience. By allowing interest rate flexibility the Lender can tailor the loans under this program to meet the specific needs of the individual businesses.

5.4 Loan Processing Fees

The CDBG program provides general and administration and activity delivery funds to pay for loan processing costs. No direct loan fees will be charged; however, the borrower may be charged a loan servicing fee. Loan servicing fees may not be charged for costs covered and paid for with activity delivery funds. There are no loan pre-payment penalties allowed under this program.

Attachment: guidelines (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise Loans)

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
MICROENTERPRISE ASSISTANCE PROGRAM GUIDELINES

INTRODUCTION

The County of Mariposa hereinafter called "Lender" has established a Micro enterprise Assistance Program, hereinafter called "Program". The Program is designed to stimulate economic growth, create new private enterprise and jobs that will improve the economic conditions of residents in the community. The Program provides affordable financing to eligible persons wishing to launch a start up business or expand an existing operation. The Program is targeted for small start up businesses as the underwriting standards and loan terms are flexible to meet the needs of the business. In addition, funds are available for technical assistance and capacity building of eligible businesses.

MICRO ENTERPRISE PROGRAM OVERVIEW

PROGRAM ADMINISTRATOR

The Lender will secure the services of a qualified program administrator herein after called "Administrator" who is experienced in originating microenterprise business assistance loans and familiar with Community Development Block Grant (CDBG) requirements. The Administrator's detailed scope of services will be negotiated and included in a formal agreement for services executed between the Lender and Administrator. In general, the Administrator will market the Program, accept and process applications, underwrite and recommend approval of loans, ensure proper loan closing, disbursement of funds, maintain loan files, fiscal records and support the Lender's staff in administration of state grants and program income used to fund the Program. The Administrator will implement the Program according to the adopted guidelines.

The Lender's Business Development Coordinator will implement administrative and procurement tasks relative to the Microenterprise Assistance Program. Some of those tasking may include the procurement of a contract program operator and loan service agent. Administrative tasks may include establishing/maintenance program loan files, approval of microenterprise guidelines, prepare and review fiscal/performance reports, monitor program operatorconduct NEPA and CEQA review, approve reuse plan, meet with participating lenders, publicize/market program, close loan with lenders, review/sign all HCD reports, prepare cash requests/HCD reports, clear special conditions, conduct appeal process, engage in planning, building and public work's reviews, attend HCD workshops and provide project oversight/liaison between micro enterprise components, county and CDBG program.

PROGRAM SERVICE AREA

Financing under this Program is available to all eligible businesses located in the Lender's jurisdiction. These CDBG funds may not be used in urban areas that receive CDBG funds annually from the federal Department of Housing and Urban Development (HUD) entitlement program.

SOURCE OF LOAN FUNDS

The Program is capitalized with CDBG funds provided by HUD to the State of California Department of Housing and Community Development, hereinafter called

Attachment: guidelines (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise Loans)

"Department". CDBG funds are derived from federal funds with specific mandated federal requirements described below. CDBG funds are available to the Lender from two sources: 1) from state grant awards that are administered under a state grant contract; 2) from loan repayments made by existing CDBG loans (called program income funds). Program income funds are administered locally by the Lender under an adopted program income reuse plan approved by the Department.

MEETING CDBG MICROENTERPRISE DEFINITION

Loan applicants for this Program must meet the CDBG definition of a micro enterprise business. The CDBG definition of microenterprise is a business that has five (5) or fewer employees, one or more of whom owns the enterprise. All employees on the business payroll, part-time/full-time, at the time of loan application will be counted.

TYPES OF MICROENTERPRISE BUSINESSES

An applicant may be an existing microenterprise business requiring funds to either remain in business or expand its operation. Existing micro business applicants include private for profit business concerns, corporations, and partnerships, sole proprietorships that are legal, and operating. Non profits are not microenterprises.

Applicants can also be individual persons who wish to start a business but have not taken the proper steps to launch their operation. A condition of funding to establish a new enterprise shall be the requirement to obtain necessary local, state and federal permits (if applicable).

REQUIRED MICRO ENTERPRISE TECHNICAL ASSISTANCE

Regardless of status, applicants associated with this Program (start up/fledgling business) will be required by the Lender to attend at least one or more technical assistance workshops presented by the local small business development center (SBDC) or other local private for profit/non profit business development agency approved by the Lender. Some of those sessions may include but not be limited to the development of a business plan, marketing plan, simple bookkeeping and accounting, and definition of revenues to name a few. Following completion of training, the applicant shall obtain a letter of recommendation from the local business development agency confirming that it has satisfied Program requirements and has completed or updated its business plan, management plan along with verification that the entity has the financial capacity to launch/continue a successful business operation. The local business development agency will confirm that the applicant will benefit from anticipated financial assistance. One-on-one counseling and technical workshops will coincide on the same day i.e. counseling during work hours and workshops will be presented in evenings. Further, the Administrator will be available by telephone for all clients seeking information relative to counseling.

MEETING CDBG INCOME ELIGIBILITY REQUIREMENT

Assistance provided to owners of microenterprises, or person developing microenterprise, under the Program must meet the national objective of expanding economic opportunities for low or moderate-income persons (TIG), public benefit and HUD underwriting guidelines. *The Department requires that CDBG economic development funds targeted for microenterprise activity be restricted to those entities that qualify as a microenterprise along with business owners meeting HUD criteria as a*

Attachment: guidelines (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise Loans)

Targeted Income Group (TIG) client. Further, the Administrator must determine and document the client's income eligibility based on family size and income prior to approval for financial assistance. The owner(s) of the business being reviewed for funding must have a household income at or below current published HUD income limits for the county, adjusted for household size. At initial loan application stage, the business owners will complete the Program's Self Certification Form in **Attachment A**.

The Lender will use HUD determination of "household income," calculated in accordance with the regulations at 24CFR 5.611, to confirm the accuracy of the Income Certification reported by the applicant. Each applicant must provide third party documentation that confirms the family's current size and income level. This is compared to the current HUD published rate for eighty percent (80%) of median income adjusted for family size to determine that the person meets HUD's definition of low income. See **Attachment B** for current published limits for the Lender. The Administrator will collect the income documentation from applicants and use the HUD income calculator on HUD's web site http://www.hud.gov/offices/cpd/affordablehousing/training/web/calculator/definitions/part5.cfm to determine the gross annual income for the household. The Departments language "Targeted Income Group (TIG)" is used interchangeably with HUD's language "low/moderate income".

The income limits published at the time of loan approval will apply in determining income eligibility. All persons in residence are considered household members for purposes of income eligibility. Income eligibility for microenterprise business is valid for three (3) years from day of certification completion.

TYPICAL USE OF FUNDS

Funds under this Program are typically provided to eligible microenterprise businesses in the form of loans. Program loans are normally up to **$50,000**. See Section 4.0 and 5.0 for description of loan terms and underwriting. Approved loans under this Program are expected to be repaid.

Funds under this program are restricted to certain eligible costs. Some common eligible costs are:

1. Operating capital to pay staff and lease space or purchase inventory;
2. Acquisition of furniture, fixtures, equipment and tools (FF&E);
3. Rehabilitation of leased space or owned buildings (including engineering and architectural and local permits or fees);
4. Advertising/marketing;
5. Purchase of manufacturing equipment (with or with out installation costs);
6. Refinancing of existing business debt when provided in conjunction with financing other eligible costs;
7. Purchase of supplies and raw materials;
8. Purchase of vehicles, trucks, trailers small vans used primarily in the business;
9. Purchase of software and computers;
10. Purchase of signage;
11. Printing, designing of marketing materials and advertising; and
12. Working capital.

Both the Administrator and Lender will review the scope of work proposed by the business and the use of CDBG funds to verify the necessity of costs and are reasonable.

Attachment: guidelines (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise Loans)

LOAN CLOSING PROCESS

Upon written approval by the Department, the Administrator and Lender will engage in the loan closing process. The Borrower shall sign all necessary documents and agreements. The Lender shall request funds from the Department or local finance department (depending upon funds from an open grant or local program income). The Administrator shall prepare escrow loan closing documents, title and lien searches, and UCC-1 fillings, if appropriate. Lender's County Counsel shall review all agreements and documents, as necessary.

LOAN TERMS AND SECURITY

LOAN TERMS AND FEES

Microenterprise loans underwritten in accordance with these guidelines may be up to $50,000. In the event an applicant requires more than $50,000, the loan shall be underwritten in accordance with the currently approved Microenterprise Assistance guidelines of the Lender. There is no minimum loan amount. The requested loan amount must be reasonable and supported by the proposal. Thus, the Lender acknowledges that these funds are a limited resource and are provided based upon documented need for each applicant.

Loan terms shall consist of five to twenty-five years depending upon the project (working capital, furniture/fixtures/equipment (FF&E)) and security offered by business. Typically, the Program loan terms are more flexible than those used in the industry by conventional commercial lenders.

The loan term is based upon project need; thus, as an example if a business is seeking operating capital then the term of the loan would typically be five years; moreover, a business seeking funding for equipment and supplies then the term of the loan may be extended to 10 years.

In case of the Microenterprise Program the interest rate may vary depending upon collateral and rate of return, which is calculated based on equity that the borrower invests into the project. Equity from the borrower may be required on a case-by-case basis dependent upon strength of borrower or collateral.

A loan servicing fee will be charged to the borrower upon close of the loan. This fee will be used to "set up" the loan with the Lender's loan payment collection agency. Borrowers will be provided loan disclosure documents, which itemize all fees associated with the loan transaction along borrower fees and program activity delivery fees. There is no loan pre-payment penalty.

LEVERAGING OF PROGRAM FUNDS WITH PRIVATE AND LOCAL FUNDS

The County of Mariposa may provide in-kind services. Those services may include marketing/advertising the Program, implementing community meetings providing information on the Microenterprise Program, provide one-on-one counseling to applicants, distributing brochures, visiting with existing business on site to discuss the Program, oversee the management of the Program, attend State training sessions, oversee audit and monitoring, prepare fiscal/performance reports, participate in LAB review, conduct NEPA, refer ineligible loan applications to other, prepare cash requests and HCD reports, monitor program operator and clear special conditions to name a few.

Attachment: guidelines (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise Loans)

In addition, private leverage may be provided in conjunction or independently of local leverage. Some of those services include creation of press releases, client referrals, provide counter space to showcase flyers, and link program information to websites to name a few.

COLLATERAL AND SECURITY REQUIREMENTS

All loans under this program will be collateralized to the greatest extent possible. Both personal and business assets will be reviewed for collateral coverage. In some cases however, collateral will be taken when the asset has no value (over encumbered personal residence).

Types of collateral may include:

- Liens on real property,
- Deeds of Trust,
- Liens on machinery, equipment, or other fixtures,
- Lease assignments, as appropriate,
- Lender Named as Beneficiary on Life Insurance, and
- Other collateral, as appropriate.

In addition to collateral, personal and corporate guarantees mayl be required of borrowers.

LOAN SECURITY POSITION

All loans will be secured in the strongest possible position to ensure loan repayments in the event of a default. Loans may be secured in a secondary position in second or third lien position.

LOAN TO VALUE RATIO

Loans less than $50,000 may be partially secured. In some instances, collateral being used to secure the loan may already be fully encumbered by another lender. The Lender may choose to lien these assets even though there is no security. While the Administrator will negotiate with the borrower and other lenders to help ensure loan is fully secured to the best possible extent. Documentation of the loan security and loan-to-value-ratio will be presented to the LAB when requesting loan approval.

DEBT SERVICE COVERAGE

The Borrower must illustrate that the loan payment will be covered by the projected revenue of the business. In addition, the business must demonstrate that the owner is able to pay themselves a reasonable living wage from operation of the business. Typical debt coverage ratios for the program are 1.25 and coverage as low as 1.10 will be accepted on a case-by-case basis. This ratio means that for every dollar of business debt there will be one dollar and twenty-five cents in revenue to cover the debt.

The debt ratio will be calculated based upon all debt the business will carry. This includes CDBG funds plus any other loans currently in place "or proposed" to be used for funding the project.

COMPLIANCE WITH HUD UNDERWRITING STANDARDS

HUD requires that the state/local government conduct basic financial underwriting prior to providing CDBG financial assistance to a business. Further, the State CDBG program requires that HUD underwriting guidelines be used to determine whether a proposed

Attachment: guidelines (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise Loans)

CDBG Grant Application

Business Assistance Loan Program

EXHIBIT E

Section I

Activity Category *

Business assistance

Activity (BA/ME) *

18A ED Assistance to For-Profits

National Objective (HCD USE) *

(LMA) Low /Mod Area Benefit

National Objective (BA) *

(LMJ) Low /mod job creation and retention

Section II

Measure Indicator (ED) *

Jobs

Number of Beneficiaries *

6,464

Please indicate the proposed number of beneficiaries of this activity.

LMA - Number of LMI persons in service area that will benefit.

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit

LMJ - Number of jobs created/retained

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Presumed Benefit Types
Please check on all that apply, if applicable. For more information regarding presumed benefit types see 24 CFR §570.483(a)(2).

- [x] Abused Children
- [x] Illiterate Adults
- [x] Battered Spouses
- [x] Persons with living AIDS
- [x] Elderly Persons
- [x] Homeless Person
- [ ] Migrant Farm Workers
- [x] Adults Meeting Bureau of Census' Definition of Severly Disabled Persons

Additional Benefit Types
Check all that apply, if applicable.

- [x] Youths
- [x] Single Adults
- [x] Single Men
- [x] Single Women
- [x] Families
- [x] Mentally Ill
- [x] Veterans
- [x] Substance Abusers
- [x] Victims of Domestic Violence
- [x] Duly Diagnosed
- [x] Other

Section III

Project Title *
Business Assistance Loan Program

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Enter a descriptive name of your project.

Organization Name *

Mariposa County, economic development specialist

Enter the name of the responsible entity.

Is this acitivity in a Colonia? *

No

Is this acitivity for a non-Federally recognized Native American tribe? *

No

Project/Program Census Location

Identify the census location data for the administrative entity of this application (if this is a county use the County Administration building, if this is a city use City Hall or an administrative facility).

County Code *

043

Census Tract *

01.1

Census Block Group(s) *

Choose your census block group(s).

- [x] 01
- [x] 02
- [x] 03
- [x] 04
- [x] 05

Are you using an income survey? *

No

Address *

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

P.O. Box 784 Mariposa, CA 95338

Enter the primary address for the Applicant.

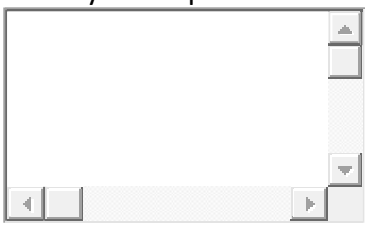
Section IV

Activity Address *

Mariposa County

Add the address of where the project will take place. This does not have to be a validated USPS address. (i.e. The corner of 1st Ave and A Street).

Activity Description *



Mariposa County, the home of Yosemite National Park, is a rural jurisdiction located in the Sierra Nevada mountains. From its inception in 1850, the county has embraced entrepreneurialism with the Gold Rush enticing thousands of people to find their independent fortunes. Today, with nearly 5 million people visiting the county each year, the local economy is tourist-driven. The nature of the economy has created a mecca for entrepreneurs, from restaurants to boutique retail stores and a plethora of recreation outlets. Mariposa's business community is still dominated by small businesses, many sole proprietorships.

While the interest in entrepreneurialism is thriving in Mariposa County, the need for capital can be a challenge. The county economic development specialist receives at least 3 inquiries per month regarding . Upon meeting with persons wishing to launch a new business, the County refers those seeking financing to the Small Business Administration, two local banks and one credit union. Those exercises were futile with the same potential borrowers returning to the County reporting that their request for funding had been denied. It was literally been a revolving door. The County was granted microenterprise and business assistance grants in 2010 and 2012, with approximately $200,000 in loans being made. Those funds are now in a revolving loan fund (RLF), after the majority of the funds were utilized to pay PI during an open CDBG grant project. The County's microenterprise/business assistance RLF currently has a balance of $78,285. The County has several applications submitted with more funds requested than available.

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

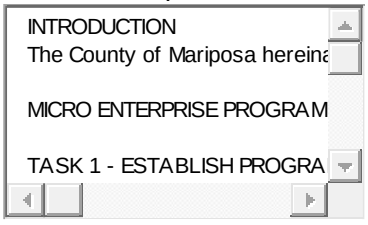
The County of Mariposa's Business Assistance Program (Program) is designed to provide critical capital for both start-up and existing businesses that are less than three years in operation in Mariposa County. The intent of the Program is to stimulate economic development by providing assistance to businesses, which will result in new business ventures, job creation, assist Targeted Income Group (TIG) clients, and business retention. It is the County's goal to provide businesses with suitable opportunities as county staff is aware that nestled in our mountainous topography are cottage industries in need of business assistance. Various topics relative to business will be among the venue of classes offered to entrepreneurs and existing TIG clients.

The County's intent is to use the majority of program funds for business assistance loan activities. These business assistance loans shall be repaid and distributed into the existing RLF account and loaned to new business owners. In addition, with the recent economic impact of COVID-19, the county would also like to consider a business relief program in the form of loan forgiveness. The business relief program will operate similarly to the loan program, with each application being evaluated thoroughly. Businesses applying for financial relief will need to prove economic loss in the way of total lost revenue via profit & loss statements (P&Ls), depletion of savings accounts, layoffs, or temporary business closure. The administrative team, including the loan review advisory board, will determine if the applications are eligible for business relief. The business relief loans will not be repaid, however, funds from the loans that capitalize the Program will be used again to create additional jobs, assist additional TIG clients, and provide a significant benefit beyond initial loans. The balance of the funds will be used for training, activity delivery and general administration.

Enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.

By completing the narratives below the applicant is demonstrating a knowledge of need for the activity and the steps needed to achieve the desired outcome.

Detailed Scope of Work - Task Narrative *



INTRODUCTION

The County of Mariposa hereinafter called "Lender" has established a Micro enterprise Assistance Program, hereinafter called "Program". The Program is designed to stimulate economic growth, create new private enterprise and jobs that will improve the economic

conditions of residents in the community. The Program provides affordable financing to eligible persons wishing to launch a start-up business or expand an existing operation. The Program is targeted for small start-up businesses as the underwriting standards and loan terms are flexible to meet the needs of the business. In addition, funds are available for technical assistance and capacity building of eligible businesses.

MICRO ENTERPRISE PROGRAM OVERVIEW

TASK 1 - ESTABLISH PROGRAM ADMINISTRATOR
The Lender has secured the services of a qualified program administrator herein after called "Administrator" who is experienced in originating microenterprise business assistance loans and familiar with Community Development Block Grant (CDBG) requirements to administer the current RLF program. The Administrator's detailed scope of services will be negotiated and included in a formal agreement for services executed between the Lender and Administrator. In general, the Administrator will market the Program, accept and process applications, underwrite and recommend approval of loans, ensure proper loan closing, disbursement of funds, maintain loan files, fiscal records and support the Lender's staff in administration of state grants and program income used to fund the Program. The Administrator will implement the Program according to the adopted guidelines.

The Lender's economic development specialist will implement administrative and procurement tasks relative to the Microenterprise Assistance Program. Some of those tasks may include the procurement of a contract program operator and loan service agent. Administrative tasks may include establish/maintenance of program loan files, approval of microenterprise guidelines, prepare and review fiscal/performance reports, monitor program operator, conduct NEPA and CEQA review, approve reuse plan, meet with participating lenders, publicize/market program, close loan with lenders, review/sign all HCD reports, prepare cash requests/HCD reports, clear special conditions, conduct appeal process, engage in planning, building and public work's reviews, attend HCD workshops and provide project oversight/liaison of microenterprise components.

TASK 2 - ESTABLISH PROGRAM SERVICE AREA
Financing under this Program is available to all eligible businesses located in the Lender's jurisdiction. These CDBG funds may not be used in urban areas that receive CDBG funds annually from the federal Department of Housing and Urban Development (HUD) entitlement program.

TASK 3 - ESTABLISH TYPES OF MICROENTERPRISE BUSINESSES
An applicant may be an existing microenterprise business requiring funds to either remain in business or expand its operation. Existing microbusiness applicants include private for profit business concerns, corporations, and partnerships, sole proprietorships that are legal, and operating. Non profits are not microenterprises.

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Applicants can also be individual persons who wish to start a business but have not taken the proper steps to launch their operation. A condition of funding to establish a new enterprise shall be the requirement to obtain necessary local, state and federal permits (if applicable).

TASK 4 - REQUIRE MICRO ENTERPRISE TECHNICAL ASSISTANCE

Regardless of status, applicants associated with this Program (start up/fledgling business) will be required to attend at least one or more technical assistance workshops presented by the local small business development center (SBDC) or other local private for profit/non profit business development agency approved by the Lender. Some of those sessions may include, but are not be limited to, the development of a business plan, marketing plan, simple bookkeeping and accounting, and definition of revenues, to name a few. Following completion of training, the applicant shall obtain a letter of recommendation from the local business development agency confirming that it has satisfied Program requirements and has completed or updated its business plan, management plan along with verification that the entity has the financial capacity to launch/continue a successful business operation. The local business development agency will confirm that the applicant will benefit from anticipated financial assistance. One-on-one counseling and technical workshops will coincide on the same day i.e. counseling during work hours (8 a.m – 5 p.m.) and workshops will be presented in evenings (after 5:00 p.m.). Further, the UC Merced SBDC will be a local consultant for all clients seeking information relative to counseling.

TASK 5 - ENSURE THE MEETING OF CDBG INCOME ELIGIBILITY REQUIREMENT

Assistance provided to owners of microenterprises, or person(s) developing a microenterprise, must meet the national objective of expanding economic opportunities for low or moderate-income persons (TIG), public benefit and HUD underwriting guidelines. The Department requires that CDBG economic development funds targeted for microenterprise activity be restricted to those entities that qualify as a microenterprise along with business owners meeting HUD criteria as a Targeted Income Group (TIG) client. Further, the Administrator must determine and document the client's income eligibility based on family size and income prior to approval for financial assistance. The owner(s) of the business being reviewed for funding must have a household income at or below current published HUD income limits for the county, adjusted for household size. At initial loan application stage, the business owner will complete the Program's Self Certification Form in Attachment A.

The Lender will use HUD determination of "household income," to confirm the accuracy of the Income Certification reported by the applicant. Each applicant must provide third party documentation that confirms the family's current size and income level. This is compared to the current HUD published rate for eighty percent (80%) of median income adjusted for family size to determine that the person meets HUD's definition of low income. See Attachment B for current published limits of Lender. The Departments language "Targeted Income Group (TIG)" is used interchangeably with HUD's language "low/moderate income".

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Income limits published at the time of loan approval will apply in determining income eligibility. All persons in residence are considered household members for purposes of income eligibility, which will be valid for three (3) years from day of certification completion.

TASK 6 - DETERMINE TYPICAL USE OF FUNDS

Funds under this Program are typically provided to eligible microenterprise businesses in the form of loans. Program loans are normally up to $50,000. Approved loans under this Program are expected to be repaid.

Funds under this program are restricted to certain eligible costs. Some common eligible costs include:

1. Operating capital to pay staff and lease space or purchase inventory;
2. Acquisition of furniture, fixtures, equipment and tools (FF&E);
3. Rehabilitation of leased space or owned buildings (including engineering and architectural and local permits or fees);
4. Advertising/marketing;
5. Purchase of manufacturing equipment (with or with out installation costs);
6. Refinancing of existing business debt when provided in conjunction with financing other eligible costs;
7. Purchase of supplies and raw materials;
8. Purchase of vehicles, trucks, trailers small vans used primarily in the business;
9. Purchase of software and computers;
10. Purchase of signage;
11. Printing, designing of marketing materials and advertising; and
12. Working capital.

Both the Administrator and Lender will review the scope of work proposed by the business and the use of CDBG funds to verify the necessity of costs and are reasonable.

TASK 7 - DETERMINE INELIGIBLE USE OF FUNDS

The Program will not pay for reimbursement of expenses incurred prior to loan approval. Moreover, the pay-off of personal debt of owners not associated with the business is an ineligible use of Program funds. Loan funds cannot be reallocated from one approved type of cost to another, from FF&E to working capital, without resubmitting the loan for Lenders approval. Funds cannot be used to support other business entities associated with the borrower. Non profits are not eligible for assistance.

TASK 8 - CONDUCT LOAN REVIEW BY DEPARTMENT STAFF

Department staff must review each microenterprise loan for procedural compliance with federal regulations and these adopted program guidelines. Upon review and approval of loan package submitted by the Lender, a formal written approval letter will be issued by the Department.

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Note: It is recommended that the loan approval package be submitted to the Department for review prior to receiving formal local approval. Upon approval of compliance relative to Program loan underwriting and CDBG regulations, the Lender shall submit the loan package to the local loan committee for approval.

TASK 9 - CREATE PROGRAM MARKETING AND OUTREACH

Program marketing will be conducted by both the Administrator and Lender along with other Agencies identified under "Leverage". The Administrator shall arrange local media coverage utilizing ads in local papers. Marketing brochures will be distributed to local chamber of commerce, business networking organizations, welfare to work programs, Economic Development Corporation of Mariposa County, Mariposa County Economic Development Office, community bulletin boards, and local Mother Lode Job Training office. Presentations promoting the Program shall be conducted among various entities including real estate, local commercial banks/lenders, service organizations and those identified in the previous sentence. In addition, the Lender shall conduct public meetings both on and off site of County premises to disseminate Program information.

TASK 10 - IMPLEMENT LOAN APPLICATION PROCESSING

Loan applications will be processed on a first-come-first-served basis. The Administrator shall accept loan applications and review in accordance to initial eligibility requirements. Applicants that do not meet basic program requirements shall be returned with an explanation of deficiencies along with suggestions on how to meet basic requirements. Pursuant to initial screening by the Lender relative to business permitting requirements, the Administrator shall conduct an interview with business owners to ascertain income eligibility, meet obligation to repay loan, and comply with Program guidelines. Further, both Lender and Administrator shall conduct an on-site visit to those existing businesses seeking funds.

In an effort to efficiently implement the Program, the Administrator shall provide the Applicant a Program Loan Approval Checklist depicting required financial documentation to be submitted. Such information shall include, but not limited to, business and personal financial as in balance sheets, income/expense statements, financial projections and tax returns. These documents are necessary to determine the need for CDBG funds and provide a basis for structuring the amount of CDBG participation.

While HUD recognizes that different levels of review are appropriate for various size and scope of proposed projects, in the case of microenterprise or other small businesses, guidelines have been developed to address capacity and level of sophistication among each businesses.

The Administrator will compile a loan file consisting of credit, financial, and underwriting information necessary to conduct a loan analysis. Upon evaluation of the application, the Administrator shall develop a memorandum summarizing the loan request and pertinent financial data along with the recommendation of appropriate determination to the Lender's Loan Advisory Board, hereinafter known as "LAB". Following the LAB review and approval

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

process, the Administrator shall move forward with the project requesting that the Lender submit the application to the Department.

TASK 11 - ESTABLISH PROGRAM LOAN ADVISORY BOARD (LAB) (Previously established and currently in place)
The County approved a LAB with the approval of the RLF program. The Lender staff asked members financial community (two bankers and a CPA) to serve as volunteers on the LAB. LAB members shall have the professional capacity to review and evaluate commercial loans.

Upon initial review that applicant meets Program criteria, a loan shall be underwritten by the Administrator followed by the Lender scheduling a meeting to review proposal with LAB. LAB shall review loan package based upon funding benchmarks including capacity, ability to pay back loan and sophistication of business owner. During the loan review process, LAB may request additional information and/or attach contingencies to final approval and loan closing. Final LAB approval is contingent upon the review and approval by the Department. In the event that LAB makes significant changes to the loan terms or conditions, then the loan must be resubmitted to the Department for a second review and final approval prior to funding followed by approval by the County's governing body.

TASK 12 - CONFIRM LOAN APPLICANT CONFIDENTIALITY
Persons serving under this Program in the capacity of Administrator, Lender or LAB shall not disclose any of the Borrowers personal confidential information as part of loan approval process. All business confidential information will only be disclosed to persons required to view the information as part of loan review and approval process. All personal and business confidential information shall be kept in a locked secured storage facility and shall not be available to persons outside of the Program. In the event that Lender, Administrator or Department receive a request to access public records relative to the loan application then only non-confidential information, as verified by County Counsel will be provided.

TASK 13 - ESTABLISH DISPUTE RESOLUTION/APPEALS PROCEDURE
In the event an application is denied, any person that has applied to the Program has the right to appeal. The appeal must be made in writing, within 30-days of written denial of Program, to both Administrator and Lender. The LAB will schedule a meeting to conduct the appeal process. Following the second denial, the applicant may request to have their appeal presented to the Lender's governing body for final decision.

The Administrator is responsible to the Lender to assure that the Program is implemented in compliance with state and federal regulations. In addition, loans must be underwritten in accordance with program guidelines in a timely and responsible manner. This includes developing accurate and professional files, work write-ups and contract documents. The Administrator will ensure that each funded business is eligible, including project cost and that each loan is underwritten in compliance with these guidelines.

TASK 14 - GUARANTEE THAT NO CONFLICT OF INTEREST IS ALLOWED

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

In accordance with Title 24, Section 570.611 Code of Federal Regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or decision-making responsibilities (including members of the loan committee and officers, employees, and agents of the loan committee, the administrative agent, contractors and similar agencies) in connection with the planning and implementation of the CDBG program shall directly or indirectly be eligible for this Program. Exceptions to this policy may be achieved upon public disclosure and formal approval by the governing body along with written authorization by Lender's County Counsel. Further, in the event representatives from the financial community are comprised of LAB that have a separate financial interest (excluding regular checking and savings accounts) in a loan applicant, such member shall not participate in loan deliberations.

TASK 15 - MAKE EXCEPTIONS FOR SPECIAL CIRCUMSTANCES

Exceptions are defined as any action, which would depart from policy and procedures stated in the guidelines. For example, the LAB can, on a case-by-case basis, accept a partially secured loan. The Lender or Administrator may initiate consideration of an exceptional/special circumstance. A report on the situation will be prepared and submitted as part of the loan package. This report shall contain a narrative, including the staff's recommended course of action and any written or verbal information supplied by the applicant. The LAB shall make a determination of the exception/special circumstances request at its regular or special meeting.

Loan payments may, on a case-by-case basis, be deferred for a period of time to allow a start up or expansion of a business to occur. This payment deferral determination is made by the Administrator based on the break even point of the business in the future and the ability of the owner to pay themselves for their efforts.

TASK 16 - DETERMINE LOAN CLOSING PROCESS

Upon written approval by the Department, the Administrator and Lender will engage in the loan closing process. The Borrower shall sign all necessary documents and agreements. The Lender shall request funds from the Department or local finance department (depending upon funds from an open grant or local program income). The Administrator shall prepare escrow loan closing documents, title and lien searches, and UCC-1 fillings, if appropriate. Lender's County Counsel shall review all agreements and documents, as necessary.

TASK 17 - DETERMINE LOAN TERMS AND FEES

Microenterprise loans underwritten in accordance with these guidelines may be up to $50,000. In the event an applicant requires more than $50,000, the loan shall be underwritten in accordance with the currently approved Microenterprise Assistance guidelines of the Lender. There is no minimum loan amount. The requested loan amount must be reasonable and supported by the proposal. Thus, the Lender acknowledges that these funds are a limited resource and are provided based upon documented need for each applicant.

Loan terms shall consist of five to twenty-five years depending upon the project (working capital, furniture/fixtures/equipment (FF&E) and security offered by business. Typically, the

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Program loan terms are more flexible than those used in the industry by conventional commercial lenders.

The loan term is based upon project need; thus, as an example if a business is seeking operating capital then the term of the loan would typically be five years; moreover, a 10-year term may apply to those businesses seeking funding for equipment and supplies.

In case of the Microenterprise Program, the interest rate may vary depending upon collateral and rate of return, which is calculated based on equity that the borrower invests into the project.

A loan servicing fee will be charged to the borrower upon close of the loan. This fee will be used to "set up" the loan with the Lender's loan payment collection agency. Borrowers will be provided loan disclosure documents, which itemize all fees associated with the loan transaction along borrower fees and program activity delivery fees. There is no loan pre-payment penalty.

TASK 18 - LEVERAGE PROGRAM FUNDS WITH PRIVATE AND LOCAL FUNDS
The County of Mariposa may provide in-kind services. Those services may include marketing/advertising the Program, implementing community meetings providing information on the Microenterprise Program, provide one-on-one counseling to applicants, distributing brochures, visiting with existing business on-site to discuss the Program, oversee the management of the Program, attend State training sessions, oversee audit and monitoring, prepare fiscal/performance reports, participate in LAB review, conduct NEPA, refer ineligible loan applications to other, prepare cash requests and HCD reports, monitor program operator and clear special conditions to name a few.

In addition, private leverage may be provided in conjunction or independently of local leverage. Some of those services include creation of press releases, client referrals, provide counter space to showcase flyers, and link program information to websites to name a few.

TASK 19 - SECURE COLLATERAL AND SECURITY REQUIREMENTS
All loans under this program will be collateralized to the greatest extent possible. Both personal and business assets will be reviewed for collateral coverage. In some cases however, collateral will be taken when the asset has no value (over encumbered personal residence).
Types of collateral may include:

- Liens on real property,
- Deeds of Trust,
- Liens on machinery, equipment, or other fixtures,
- Lease assignments, as appropriate,
- Lender Named as Beneficiary on Life Insurance, and
- Other collateral, as appropriate.

In addition to collateral, personal and corporate guarantees may be required of borrowers.

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

TASK 20 - SECURE LOAN POSITION
All loans will be secured in the strongest possible position to ensure loan repayments in the event of a default. Loans may be secured in a secondary position or third lien position.

TASK 21 - CONFIRM DEBT SERVICE COVERAGE
The Borrower must illustrate that the loan payment will be covered by the projected revenue of the business. In addition, the business must demonstrate that the owner is able to pay themselves a reasonable living wage from operation of the business. Typical debt coverage ratios of the program are 1.25 and coverage as low as 1.10 will be accepted on a case-by-case basis. This ratio means that for every dollar of business debt there will be one dollar and twenty-five cents in revenue to cover the debt.

The debt ratio will be calculated based upon all debt the business will carry. This includes CDBG funds plus any other loans currently in place “or proposed” to be used for funding the project.

TASK 22 - ESTABLISH GENERAL CREDIT REQUIREMENTS
In the private sector, credit scoring is generally an accepted means to underwriting certain loans, particularly small loans where the cost of underwriting can exceed the interest and fee income generated by the loan. The standard used in the banking industry is a credit scoring system developed by the Fair Isaac Corporation. This system uses a formula that is applied to raw data in consumer credit files of the three largest credit-reporting bureaus. The result is known as the FICO score. The FICO credit score ranges from 300 to 850, which quantifies an individual’s creditworthiness. While the FICO score is an important component in determining credit history, other elements will be equally evaluated. Those elements will include but not limited to, strength of business, experience of operator, character/tenacity of operator, and strength of market to name a few.

TASK 23 - DETERMINE MANAGEMENT AND CAPACITY REQUIREMENTS
A Loan Applicant must:
- Demonstrate ability to operate a business successfully,
- Demonstrate that the business has sufficient borrowing ability or equity to operate, with the loan, on a sound financial basis,
- Demonstrate the proposed loan is of sound value and provides for the current and future needs of the business, and
- Demonstrate that the past earning record and future prospects of the firm indicate ability to repay the loan and other fixed debt, if any, out of the profits.

The business owner must show capacity for operating the business and managing future growth. This is accomplished by illustrating past experience of owner, using experienced staff or by attending microenterprise technical assistance workshops. By completing business training workshops, the business owner will develop soft skills for business success, along with a business plan and financial projections illustrating that the project is eligible for the Program.

TASK 24 - DETERMINE OTHER PROJECT UNDERWRITING CRITERIA

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Each project/business will be evaluated based upon its past and future financial forecast. The criteria includes, but not limited to, the following:

- Start up project's special underwriting;
- The amount of private dollars used as leveraging funds;
- The past financial viability of the proposed project;
- The future financial viability of the proposed project; and
- The demonstrated need for the funds ("appropriate" test).

The LAB will consider these additional underwriting criteria as part of reviewing each request for Microenterprise assistance. These criteria can be used to further support a request for funding approval.

TASK 25 - ESTABLISH LOAN COLLECTION AND SERVICING

The Lender will contract with a loan collection agent for its existing CDBG economic development loans. The duties of the collection agent will include the following:

- Loan payment collection and accounting.
- Agent will provide monthly receipts of loan payments.
- Provide quarterly statements on each loan.
- Undertake loan collections, including asset liquidation,
- Obtain annual financial statements from each business to assess health of the business.
- Negotiate any change in repayment terms to avoid foreclosure.

TASK 26 - DETERMINE OVERSITE OF PROGRAM ADMINISTRATOR

The Lender's staff will serve as the primary contact with the Department CDBG program representative for the Program. Lender's staff will be responsible for securing services of a qualified Administrator for implementation of this Program. The Administrator can be secured via proper CDBG procurement or with a subrecipient agreement of Non-profit Development Organization Agreement.

The Administrator will follow these adopted program guidelines. The Lender's staff will work directly with the Administrator and be kept informed of all marketing efforts and outreach. The Administrator will provide a monthly tracking sheet to the Lender's staff that identifies applications received along with a progress report relative to the various stages of process. As per the agreement between the Lender and Administrator, all required Program reports will be reviewed and approved by the Lender's staff prior to any signatures. For financial reporting, Lender's staff will request of its fiscal unit to review and approve each fiscal report.

Upon applicant loan review and approval by the LAB, the Lender's staff shall review and coordinate package submittal to the Department for review and approval. The Lender's staff will ensure all loan documents are properly reviewed by County Counsel and meet CDBG requirements prior to signing by the borrower.

TASK 27 - DETERMINE OVERSITE OF LOAN SERVICING AGENT

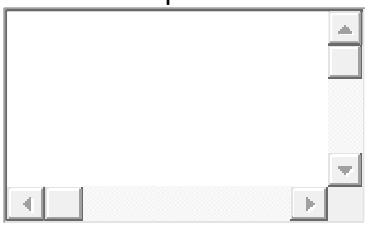
Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

The Lender's staff will also be responsible for securing the services of a loan servicing agent. The loan servicing agent will comply with local loan servicing policies when collecting payments. The Lender's staff will work closely with the loan servicing agent in monitoring the Lender's existing economic development loans. The loan servicing agent will provide monthly reports on the status of loan payments to both the Lender's Program over site staff and fiscal staff. In the event that the loan servicing agent needs to visit a borrower to discuss late payments or status of business operation, then Lender's staff shall be invited to the meeting.

At each LAB meeting, the Lender's staff and loan servicing agent will brief the members on any problems or concerns regarding repayments of existing loans. This includes decisions to foreclose and declare defaults. In addition, the governing body in conjunction with County Counsel and staff will make the final decisions regarding loan collection.

Loan servicing staff will complete required Department CDBG financial reports for program income. Loan servicing staff will complete quarterly and annual program income reports to Lender for review and approval and forwarded to the Department CDBG program representative. The Lender shall consult and monitor the loan servicing agent similar to that of the Administrator.

Detailed Scope of Work - Deliverable Narrative *



Deliverable 1 - PROGRAM ADMINISTRATOR POSITION
Deliverable 2 - SERVICE AREA
Deliverable 3 - ELIGIBLE BUSINESSES
Deliverable 4 - TECHNICAL ASSISTANCE
Deliverable 5 - INCOME ELIGIBILIT REQUIREMENT
Deliverable 6 - USE OF FUNDS DESCRIPTION
Deliverable 7 - INELIGIBLE USE OF FUNDS DESCRIPTION
Deliverable 8 - COMPLETED LOAN REVIEW CHECK LIST
Deliverable 9 - MARKETING AND BUSINESS COMMUNITY OUTREACH PLAN
Deliverable 10 - LOAN APPLICATION DOCUMENTS/PROCEDURE
Deliverable 11 - LOAN ADVISORY BOARD
Deliverable 12 - LOAN APPLICANT CONFIDDENTIALITY AGREEMENT
Deliverable 13 - DISPUTE RESOLUTION/APPEALS AGREEMENT
Deliverable 14 - CONFLICT OF INTEREST AGREEMENT
Deliverable 15 - SPECIAL CIRCUMSTANCES AGREEMENT
Deliverable 16 - LOAN CLOSING DOCUMENTS
Deliverable 17 - LOAN TERMS AND ORIGINATION FEES DETERMINATION

Deliverable 18 - PRIVATE AND LOCAL FUNDS
Deliverable 19 - COLLATERAL AND SECURITY DOCUMENTATION
Deliverable 20 - LOAN POSITION DOCUMENTATION
Deliverable 21 - DEBT SERVICE COVERAGE AGREEMENT
Deliverable 22 - GENERAL CREDIT REQUIREMENT GUIDELINES
Deliverable 23 - MANAGEMENT AND CAPACITY REQUIREMENT GUIDELINES
Deliverable 24 - UNDERWRITING CRITERIA INSTRUCTIONS
Deliverable 25 - LOAN COLLECTION SERVICE AGREEMENT
Deliverable 26 - PROGRAM ADMINISTRATOR OVERSITE INSTRUCTIONS
Deliverable 27 - LOAN SERVICING AGENT OVERSITE INSTRUCTIONS

Section V

Will you need more than 30 days after the expenditure deadlines to complete your activity reporting? *

No

Do you want to include additional optional milestones? *

No

Milestone #1 *

Business A Business Assistance Loan Program Start Date

Milestone #1 Completion Date *

07/01/2020

Confirmation of Closeout - Milestone #2 *

Notice of c Notice of Completion Activity

Confirmation of Closeout - Milestone #2 Completion Date *

07/01/2021

Readiness Criteria

Have you met the state objective for Disaster Resiliency Long-Term Planning? *

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Yes

Have you met the state objective for Fair Housing- Access to Opportunity? *

Yes

Do you have a completed Market Analysis? *

No

Understanding of Market Conditions and Opportunities by Market Segment *

- [x] List of Local Businesses Surveyed
- [x] Survey Analysis
- [x] Sample survey

Identifying and Analyzing Lending Opportunities and Competitors *

- [x] Identifying all (other) private and public lending sources serving the market area to determine
- [x] Determine and confirm that financing program will fill the financing gaps in the market

Look for the following from other lending opportunities:

1. Types of lending products offered.

2. Types of businesses inquiring/obtaining financing.

3. Types of businesses not meeting lender requirements

4. Minimum and maximum loan amounts.

5. Typical loan terms & interest rates.

6. Allowable uses of funds.

7. Collateral requirements.

8. Level of equity contribution required for loan-to-value (LTV).

Demand projections and conclusions *

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

- [x] Determine number and average size of loans
- [x] Validate requested funding
- [x] Third party documentation and references

Upload Loan Underwriting and Servicing Documentation *

- [x] Debt Coverage Ratios
- [x] Collateral standards or requirements
- [x] Credit standards or requirements
- [x] Loan servicing plan

Threshold Criteria

Are you looking to start a new program, modify an ongoing program, or add a new type of assistance to an existing program? *

Modify ongoing

Choose the answer that applies based on your activity description above.

Please include a narrative describing your staff and/or contractor/subrecipient expertise *

With more than 30 years experience in business/economic development and loan administration, Tara G. Schiff, economic development specialist and lender staff, has administered three previous CDBG microenterprise/business assistance loan programs. Schiff is the current administrator for the county's RLF program.

Mariposa County has an agreement with Rachelle Araque for loan underwriting services. Ms. Araque is a licensed mortgage broker in Mariposa County who is familiar with the local market and business environment.

Do you have a signed agreement with a contractor/subrecipient? *

Yes

Can you certify that the funding requested is gap funding?

No

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Do you have adopted or draft: *

- [x] Program guidelines
- [x] Activity implementation plan
- [x] Strategic plan
- [x] Operating plan

Upload your adopted or draft program documentation *

Upload the document as well as documentation of adoption, (i.e. resolution, or meeting minutes) if applicable.

Select a file Microenter

Citizen Participation - Have you met all Public Hearings/Citizen Participation requirements? *

Yes

Upload CA TIN Verification form *

Select a file

Are all single audit findings cleared or in remediation? *

Yes

Upload your most current single audit, if applicable

Upload your Proof of Findings Resolution or Remediation plan *

Are all program monitoring findings cleared or in remediation? *

N/A (no monitoring findings or no recent monitoring completed)

Are you in compliance with all exisiting HCD award agreements? *

N/A (no other agreements in place)

The terms of all current standard agreements with HCD are being met, including milestones, expenditure deadlines and reporting requirements.

Have funds due to the state for repayment of non-compliance items been repaid? Or have you entered into a satisfactory repayment agreement, and payments are current? *

N/A (no funds due for re-payment)

Have you expended at least 50 percent of open CDBG funds in this same activity? *

N/A

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Do you have any overdue semi-annual or annual grant reports? *

No

Upload proof of NEPA Compliance *

Has your housing element been submitted to HCD? *

Yes

Have you enacted limitations on residential construction other than establishing agricultural preserves or limitations based on health and safety needs? *

No

Have you completed and submitted your budget worksheet? *

- (•) Yes
- ( ) No

Budget Narrative

Mariposa County will be applying for a CDBG grant for a business assistance loan program in the amount of $750,000. The funds will be used for technical assistance, which includes loan processing/underwriting and program marketing. The technical assistance funding request is $65,000. The remaining amount will be used for the business assistance loans/grants, which will help fund local small businesses, both new & existing. The funds being requested for loans is $628,480. 7.5% of the total grant ($56,520) will be requested for general administration, which will be allocated to economic development for grant management.

Activity	Activity Amount Requested ($)	Activity Delivery Amount Requested ($)	Result of CDBG PTA Grant?	Total Amount Requested ($)
Business Assistance				
Technical Assistance	$ 50,000	$15,000	❑ Yes ☑ No PTA #	$65,000
General Support	$0	$0	❑ Yes ❑ No	$0

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

			PTA #	
Loans	$550,000	$78,480	❑ Yes ☑ No PTA #	$628,480
Activity Totals	$600,000	$93,480		$693,480
		General Administration (not to exceed 7.5 percent (%)		$ 56,520
		Total Amount Requested		$750,000

Attachment: Grant Application_Business Assistance (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Section I

Activity Category *

Business assistance

Activity (BA/ME) *

18C Micro-Enterprise Assist.

National Objective (HCD USE) *

(LMA) Low /Mod Area Benefit

National Objective (M) *

(LMCMC) Low /mod limited clientele, micro enterprises

Section II

Measure Indicator (ED) *

Jobs

Choose the measure indicator from the list.

Number of Beneficiaries *

6,464

Please indicate the proposed number of beneficiaries of this activity.

LMA - Number of LMI persons in service area that will benefit.

LMC - Number of LMI persons that will benefit

LMH - Number of households that will benefit

LMJ - Number of jobs created/retained

Presumed Benefit Types

☑ Abused Children

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

- [x] Illiterate Adults
- [x] Battered Spouses
- [x] Persons with living AIDS
- [x] Elderly Persons
- [x] Homeless Person
- [ ] Migrant Farm Workers
- [x] Adults Meeting Bureau of Census' Definition of Severly Disabled Persons

Additional Benefit Types
Check all that apply, if applicable.

- [x] Youths
- [x] Single Adults
- [x] Single Men
- [x] Single Women
- [x] Families
- [x] Mentally Ill
- [x] Veterans
- [x] Substance Abusers
- [x] Victims of Domestic Violence
- [x] Duly Diagnosed
- [x] Other

Section III

Project Title *
Microenterprise Loan Program

Enter a descriptive name of your project.

Organization Name *
County of Mariposa

Enter the name of the responsible entity.

Is this activity in a Colonia? *
No

Is this acitivity for a non-Federally recognized Native American tribe? *
No

Project/Program Census Location

The Census information in this section will be used for legislative and congressional district tracking. Please use the Census information of your primary facility or the designated address of the responsible organization. If you are doing a LMA activity, you will be asked to provide additional Census information specific to your service area. It is ok if the information is duplicative.

Identify the census location data for the administrative entity of this application (if this is a county use the County Administration building, if this is a city use City Hall or an administrative facility).

County Code *
043

Enter your county code.

Census Tract *
000101

Enter your census tract.

Census Block Group(s) *
Choose your census block group(s).

- [x] 01
- [x] 02
- [x] 03
- [x] 04
- [x] 05

Address *

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

P.O. Box 784, Mariposa, CA 95338

Enter the primary address for the Applicant.

Section IV

Activity Address *

Mariposa Cou

Add the address of where the project will take place. This does not have to be a validated USPS address. (i.e. The corner of 1st Ave and A Street).

Activity Description *

Mariposa County, the home of Y

While the interest in entreprene

The County of Mariposa's Micro

Mariposa County, the home of Yosemite National Park, is a rural jurisdiction located in the Sierra Nevada mountains. From its inception in 1850, the county has embraced entrepreneurialism with the Gold Rush enticing thousands of people to find their independent fortunes. Today, with nearly 5 million people visiting the county each year, the local economy is tourist-driven. The nature of the economy has created a mecca for entrepreneurs, from restaurants to boutique retail stores and a plethora of recreation outlets. Mariposa's business community is still dominated by small businesses, many sole proprietorships.

While the interest in entrepreneurialism is thriving in Mariposa County, the need for capital can be a challenge. The county economic development specialist receives at least 3 inquiries per month regarding . Upon meeting with persons wishing to launch a new business, the County refers those seeking financing to the Small Business Administration, two local banks and one credit union. Those exercises were futile with the same potential borrowers returning to the County reporting that their request for funding had been denied. It was literally been a revolving door. The County was granted microenterprise and business assistance grants in 2010 and 2012, with approximately $200,000 in loans being made. Those funds are now in a revolving loan fund (RLF), after the majority of the funds were utilized to pay PI during an open CDBG grant project. The County's microenterprise/business assistance RLF currently has a balance of $78,285. The County currently has several applications submitted with more funds requested than available.

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

The County of Mariposa's Microenterprise Assistance Program (Program) is designed to provide critical capital and technical assistance for both start-up and existing businesses that are less than three years in operation in Mariposa County. The intent of the Program is to stimulate economic development by providing assistance to businesses, which will result in new business ventures, job creation, assist Targeted Income Group (TIG) clients, and business retention. It is the County's goal to provide businesses with suitable opportunities as county staff is aware that nestled in our mountainous topography are cottage industries in need of business assistance. Various topics relative to business will be among the venue of classes offered to entrepreneurs and existing TIG clients.

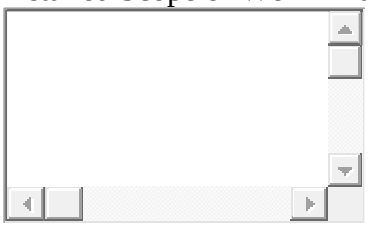
The County's intent is to use the majority of program funds for microenterprise loan activities. These microenterprise loans shall be repaid and distributed into the existing RLF account and loaned to new business owners. Therefore, initial funds that capitalize the Program will be used again to create additional jobs, assist additional TIG clients, and provide a significant benefit beyond initial loans. The balance of the funds will be used for training, activity delivery and general administration.

Technical Assistance
The County will partner with the UC Merced Small Business Center to offer training classroom sessions addressing the needs of the proposed microbusinesses. Classes will be held both at the County Board of Supervisor Chambers as well as community centers throughout Mariposa County. These training classes will be offered at various timeframes including morning, afternoon and evening hours. In addition, one-on-one counseling sessions provided by local SBDC consultants will be implemented both on and off county premises as well as community centers throughout the County.

Enter a detailed description of your activity which should include at a minimum: what the activity is, why it is needed, who the beneficiaries will be, where will it take place, how it will be done and when it will be complete. This should be a similar description provided for the NEPA. Additionally, please indicate if this will be a new activity, a modification to an existing activity, or if a new type of assistance will be added to an existing activity.

By completing the narratives below the applicant is demonstrating a knowledge of need for the activity and the steps needed to achieve the desired outcome.

Detailed Scope of Work - Task Narrative *



INTRODUCTION
The County of Mariposa hereinafter called "Lender" has established a Micro enterprise Assistance Program, hereinafter called "Program". The Program is designed to stimulate economic growth, create new private enterprise and jobs that will improve the economic conditions of residents in the community. The Program provides affordable financing to eligible persons wishing to launch a start up business or expand an existing operation. The Program is

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

targeted for small start up businesses as the underwriting standards and loan terms are flexible to meet the needs of the business. In addition, funds are available for technical assistance and capacity building of eligible businesses.

MICRO ENTERPRISE PROGRAM OVERVIEW

TASK 1 - ESTABLISH PROGRAM ADMINISTRATOR
The Lender has secured the services of a qualified program administrator herein after called "Administrator" who is experienced in originating microenterprise business assistance loans and familiar with Community Development Block Grant (CDBG) requirements to administer the current RLF program. The Administrator's detailed scope of services will be negotiated and included in a formal agreement for services executed between the Lender and Administrator. In general, the Administrator will market the Program, accept and process applications, underwrite and recommend approval of loans, ensure proper loan closing, disbursement of funds, maintain loan files, fiscal records and support the Lender's staff in administration of state grants and program income used to fund the Program. The Administrator will implement the Program according to the adopted guidelines.

The Lender's economic development specialist will implement administrative and procurement tasks relative to the Microenterprise Assistance Program. Some of those tasks may include the procurement of a contract program operator and loan service agent. Administrative tasks may include establish/maintenance of program loan files, approval of microenterprise guidelines, prepare and review fiscal/performance reports, monitor program operator, conduct NEPA and CEQA review, approve reuse plan, meet with participating lenders, publicize/market program, close loan with lenders, review/sign all HCD reports, prepare cash requests/HCD reports, clear special conditions, conduct appeal process, engage in planning, building and public work's reviews, attend HCD workshops and provide project oversight/liaison of microenterprise components.

TASK 2 - ESTABLISH PROGRAM SERVICE AREA
Financing under this Program is available to all eligible businesses located in the Lender's jurisdiction. These CDBG funds may not be used in urban areas that receive CDBG funds annually from the federal Department of Housing and Urban Development (HUD) entitlement program.

TASK 3 - ESTABLISH TYPES OF MICROENTERPRISE BUSINESSES
An applicant may be an existing microenterprise business requiring funds to either remain in business or expand its operation. Existing microbusiness applicants include private for profit business concerns, corporations, and partnerships, sole proprietorships that are legal, and operating. Non profits are not microenterprises.

Applicants can also be individual persons who wish to start a business but have not taken the proper steps to launch their operation. A condition of funding to establish a new enterprise shall be the requirement to obtain necessary local, state and federal permits (if applicable).

TASK 4 - REQUIRE MICRO ENTERPRISE TECHNICAL ASSISTANCE

Regardless of status, applicants associated with this Program (start up/fledgling business) will be required to attend at least one or more technical assistance workshops presented by the local small business development center (SBDC) or other local private for profit/non profit business development agency approved by the Lender. Some of those sessions may include, but are not be limited to, the development of a business plan, marketing plan, simple bookkeeping and accounting, and definition of revenues, to name a few. Following completion of training, the applicant shall obtain a letter of recommendation from the local business development agency confirming that it has satisfied Program requirements and has completed or updated its business plan, management plan along with verification that the entity has the financial capacity to launch/continue a successful business operation. The local business development agency will confirm that the applicant will benefit from anticipated financial assistance. One-on-one counseling and technical workshops will coincide on the same day i.e. counseling during work hours (8 a.m – 5 p.m.) and workshops will be presented in evenings (after 5:00 p.m.). Further, the UC Merced SBDC will be a local consultant for all clients seeking information relative to counseling.

TASK 5 - ENSURE THE MEETING OF CDBG INCOME ELIGIBILITY REQUIREMENT
Assistance provided to owners of microenterprises, or person(s) developing a microenterprise, must meet the national objective of expanding economic opportunities for low or moderate-income persons (TIG), public benefit and HUD underwriting guidelines. The Department requires that CDBG economic development funds targeted for microenterprise activity be restricted to those entities that qualify as a microenterprise along with business owners meeting HUD criteria as a Targeted Income Group (TIG) client. Further, the Administrator must determine and document the client's income eligibility based on family size and income prior to approval for financial assistance. The owner(s) of the business being reviewed for funding must have a household income at or below current published HUD income limits for the county, adjusted for household size. At initial loan application stage, the business owner will complete the Program's Self Certification Form in Attachment A.

The Lender will use HUD determination of "household income," to confirm the accuracy of the Income Certification reported by the applicant. Each applicant must provide third party documentation that confirms the family's current size and income level. This is compared to the current HUD published rate for eighty percent (80%) of median income adjusted for family size to determine that the person meets HUD's definition of low income. See Attachment B for current published limits of Lender. The Departments language "Targeted Income Group (TIG)" is used interchangeably with HUD's language "low/moderate income".

Income limits published at the time of loan approval will apply in determining income eligibility. All persons in residence are considered household members for purposes of income eligibility, which will be valid for three (3) years from day of certification completion.

TASK 6 - DETERMINE TYPICAL USE OF FUNDS
Funds under this Program are typically provided to eligible microenterprise businesses in the form of loans. Program loans are normally up to $50,000. Approved loans under this Program are expected to be repaid.

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Funds under this program are restricted to certain eligible costs. Some common eligible costs include:

1. Operating capital to pay staff and lease space or purchase inventory;
2. Acquisition of furniture, fixtures, equipment and tools (FF&E);
3. Rehabilitation of leased space or owned buildings (including engineering and architectural and local permits or fees);
4. Advertising/marketing;
5. Purchase of manufacturing equipment (with or with out installation costs);
6. Refinancing of existing business debt when provided in conjunction with financing other eligible costs;
7. Purchase of supplies and raw materials;
8. Purchase of vehicles, trucks, trailers small vans used primarily in the business;
9. Purchase of software and computers;
10. Purchase of signage;
11. Printing, designing of marketing materials and advertising; and
12. Working capital.

Both the Administrator and Lender will review the scope of work proposed by the business and the use of CDBG funds to verify the necessity of costs and are reasonable.

TASK 7 - DETERMINE INELIGIBLE USE OF FUNDS

The Program will not pay for reimbursement of expenses incurred prior to loan approval. Moreover, the pay-off of personal debt of owners not associated with the business is an ineligible use of Program funds. Loan funds cannot be reallocated from one approved type of cost to another, from FF&E to working capital, without resubmitting the loan for Lenders approval. Funds cannot be used to support other business entities associated with the borrower. Non profits are not eligible for assistance.

TASK 8 - CONDUCT LOAN REVIEW BY DEPARTMENT STAFF

Department staff must review each microenterprise loan for procedural compliance with federal regulations and these adopted program guidelines. Upon review and approval of loan package submitted by the Lender, a formal written approval letter will be issued by the Department.

Note: It is recommended that the loan approval package be submitted to the Department for review prior to receiving formal local approval. Upon approval of compliance relative to Program loan underwriting and CDBG regulations, the Lender shall submit the loan package to the local loan committee for approval.

TASK 9 - CREATE PROGRAM MARKETING AND OUTREACH

Program marketing will be conducted by both the Administrator and Lender along with other Agencies identified under “Leverage”. The Administrator shall arrange local media coverage utilizing ads in local papers. Marketing brochures will be distributed to local chamber of commerce, business networking organizations, welfare to work programs, Economic Development Corporation of Mariposa County, Mariposa County Economic Development Office, community bulletin boards, and local Mother Lode Job Training office. Presentations

promoting the Program shall be conducted among various entities including real estate, local commercial banks/lenders, service organizations and those identified in the previous sentence. In addition, the Lender shall conduct public meetings both on and off site of County premises to disseminate Program information.

TASK 10 - IMPLEMENT LOAN APPLICATION PROCESSING
Loan applications will be processed on a first-come-first-served basis. The Administrator shall accept loan applications and review in accordance to initial eligibility requirements. Applicants that do not meet basic program requirements shall be returned with an explanation of deficiencies along with suggestions on how to meet basic requirements. Pursuant to initial screening by the Lender relative to business permitting requirements, the Administrator shall conduct an interview with business owners to ascertain income eligibility, meet obligation to repay loan, and comply with Program guidelines. Further, both Lender and Administrator shall conduct an on-site visit to those existing businesses seeking funds.

In an effort to efficiently implement the Program, the Administrator shall provide the Applicant a Program Loan Approval Checklist depicting required financial documentation to be submitted. Such information shall include, but not limited to, business and personal financial as in balance sheets, income/expense statements, financial projections and tax returns. These documents are necessary to determine the need for CDBG funds and provide a basis for structuring the amount of CDBG participation.

While HUD recognizes that different levels of review are appropriate for various size and scope of proposed projects, in the case of microenterprise or other small businesses, guidelines have been developed to address capacity and level of sophistication among each businesses.

The Administrator will compile a loan file consisting of credit, financial, and underwriting information necessary to conduct a loan analysis. Upon evaluation of the application, the Administrator shall develop a memorandum summarizing the loan request and pertinent financial data along with the recommendation of appropriate determination to the Lender's Loan Advisory Board, hereinafter known as "LAB". Following the LAB review and approval process, the Administrator shall move forward with the project requesting that the Lender submit the application to the Department.

TASK 11 - ESTABLISH PROGRAM LOAN ADVISORY BOARD (LAB) (Previously established and currently in place)
The County approved a LAB with the approval of the RLF program. The Lender staff asked members financial community (two bankers and a CPA) to serve as volunteers on the LAB. LAB members shall have the professional capacity to review and evaluate commercial loans.

Upon initial review that applicant meets Program criteria, a loan shall be underwritten by the Administrator followed by the Lender scheduling a meeting to review proposal with LAB. LAB shall review loan package based upon funding benchmarks including capacity, ability to pay back loan and sophistication of business owner. During the loan review process, LAB may request additional information and/or attach contingencies to final approval and loan closing. Final LAB approval is contingent upon the review and approval by the Department. In the event

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

that LAB makes significant changes to the loan terms or conditions, then the loan must be resubmitted to the Department for a second review and final approval prior to funding followed by approval by the County's governing body.

TASK 12 - CONFIRM LOAN APPLICANT CONFIDENTIALITY

Persons serving under this Program in the capacity of Administrator, Lender or LAB shall not disclose any of the Borrowers personal confidential information as part of loan approval process. All business confidential information will only be disclosed to persons required to view the information as part of loan review and approval process. All personal and business confidential information shall be kept in a locked secured storage facility and shall not be available to persons outside of the Program. In the event that Lender, Administrator or Department receive a request to access public records relative to the loan application then only non-confidential information, as verified by County Counsel will be provided.

TASK 13 - ESTABLISH DISPUTE RESOLUTION/APPEALS PROCEDURE

In the event an application is denied, any person that has applied to the Program has the right to appeal. The appeal must be made in writing, within 30-days of written denial of Program, to both Administrator and Lender. The LAB will schedule a meeting to conduct the appeal process. Following the second denial, the applicant may request to have their appeal presented to the Lender's governing body for final decision.

The Administrator is responsible to the Lender to assure that the Program is implemented in compliance with state and federal regulations. In addition, loans must be underwritten in accordance with program guidelines in a timely and responsible manner. This includes developing accurate and professional files, work write-ups and contract documents. The Administrator will ensure that each funded business is eligible, including project cost and that each loan is underwritten in compliance with these guidelines.

TASK 14 - GUARANTEE THAT NO CONFLICT OF INTEREST IS ALLOWED

In accordance with Title 24, Section 570.611 Code of Federal Regulations, no member of the governing body and no official, employee or agent of the local government, nor any other person who exercises policy or decision-making responsibilities (including members of the loan committee and officers, employees, and agents of the loan committee, the administrative agent, contractors and similar agencies) in connection with the planning and implementation of the CDBG program shall directly or indirectly be eligible for this Program. Exceptions to this policy may be achieved upon public disclosure and formal approval by the governing body along with written authorization by Lender's County Counsel. Further, in the event representatives from the financial community are comprised of LAB that have a separate financial interest (excluding regular checking and savings accounts) in a loan applicant, such member shall not participate in loan deliberations.

TASK 15 - MAKE EXCEPTIONS FOR SPECIAL CIRCUMSTANCES

Exceptions are defined as any action, which would depart from policy and procedures stated in the guidelines. For example, the LAB can, on a case-by-case basis, accept a partially secured loan. The Lender or Administrator may initiate consideration of an exceptional/special circumstance. A report on the situation will be prepared and submitted as part of the loan

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

package. This report shall contain a narrative, including the staff's recommended course of action and any written or verbal information supplied by the applicant. The LAB shall make a determination of the exception/special circumstances request at its regular or special meeting.

Loan payments may, on a case-by-case basis, be deferred for a period of time to allow a start up or expansion of a business to occur. This payment deferral determination is made by the Administrator based on the break even point of the business in the future and the ability of the owner to pay themselves for their efforts.

TASK 16 - DETERMINE LOAN CLOSING PROCESS

Upon written approval by the Department, the Administrator and Lender will engage in the loan closing process. The Borrower shall sign all necessary documents and agreements. The Lender shall request funds from the Department or local finance department (depending upon funds from an open grant or local program income). The Administrator shall prepare escrow loan closing documents, title and lien searches, and UCC-1 fillings, if appropriate. Lender's County Counsel shall review all agreements and documents, as necessary.

TASK 17 - DETERMINE LOAN TERMS AND FEES

Microenterprise loans underwritten in accordance with these guidelines may be up to $50,000. In the event an applicant requires more than $50,000, the loan shall be underwritten in accordance with the currently approved Microenterprise Assistance guidelines of the Lender. There is no minimum loan amount. The requested loan amount must be reasonable and supported by the proposal. Thus, the Lender acknowledges that these funds are a limited resource and are provided based upon documented need for each applicant.

Loan terms shall consist of five to twenty-five years depending upon the project (working capital, furniture/fixtures/equipment (FF&E) and security offered by business. Typically, the Program loan terms are more flexible than those used in the industry by conventional commercial lenders.

The loan term is based upon project need; thus, as an example if a business is seeking operating capital then the term of the loan would typically be five years; moreover, a 10-year term may apply to those businesses seeking funding for equipment and supplies.

In case of the Microenterprise Program, the interest rate may vary depending upon collateral and rate of return, which is calculated based on equity that the borrower invests into the project.

A loan servicing fee will be charged to the borrower upon close of the loan. This fee will be used to "set up" the loan with the Lender's loan payment collection agency. Borrowers will be provided loan disclosure documents, which itemize all fees associated with the loan transaction along borrower fees and program activity delivery fees. There is no loan pre-payment penalty.

TASK 18 - LEVERAGE PROGRAM FUNDS WITH PRIVATE AND LOCAL FUNDS

The County of Mariposa may provide in-kind services. Those services may include marketing/advertising the Program, implementing community meetings providing information on the Microenterprise Program, provide one-on-one counseling to applicants, distributing

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

brochures, visiting with existing business on-site to discuss the Program, oversee the management of the Program, attend State training sessions, oversee audit and monitoring, prepare fiscal/performance reports, participate in LAB review, conduct NEPA, refer ineligible loan applications to other, prepare cash requests and HCD reports, monitor program operator and clear special conditions to name a few.

In addition, private leverage may be provided in conjunction or independently of local leverage. Some of those services include creation of press releases, client referrals, provide counter space to showcase flyers, and link program information to websites to name a few.

TASK 19 - SECURE COLLATERAL AND SECURITY REQUIREMENTS

All loans under this program will be collateralized to the greatest extent possible. Both personal and business assets will be reviewed for collateral coverage. In some cases however, collateral will be taken when the asset has no value (over encumbered personal residence).

Types of collateral may include:

- Liens on real property,
- Deeds of Trust,
- Liens on machinery, equipment, or other fixtures,
- Lease assignments, as appropriate,
- Lender Named as Beneficiary on Life Insurance, and
- Other collateral, as appropriate.

In addition to collateral, personal and corporate guarantees may be required of borrowers.

TASK 20 - SECURE LOAN POSITION

All loans will be secured in the strongest possible position to ensure loan repayments in the event of a default. Loans may be secured in a secondary position or third lien position.

TASK 21 - CONFIRM DEBT SERVICE COVERAGE

The Borrower must illustrate that the loan payment will be covered by the projected revenue of the business. In addition, the business must demonstrate that the owner is able to pay themselves a reasonable living wage from operation of the business. Typical debt coverage ratios of the program are 1.25 and coverage as low as 1.10 will be accepted on a case-by-case basis. This ratio means that for every dollar of business debt there will be one dollar and twenty-five cents in revenue to cover the debt.

The debt ratio will be calculated based upon all debt the business will carry. This includes CDBG funds plus any other loans currently in place “or proposed” to be used for funding the project.

TASK 22 - ESTABLISH GENERAL CREDIT REQUIREMENTS

In the private sector, credit scoring is generally an accepted means to underwriting certain loans, particularly small loans where the cost of underwriting can exceed the interest and fee income generated by the loan. The standard used in the banking industry is a credit scoring system developed by the Fair Isaac Corporation. This system uses a formula that is applied to raw data in consumer credit files of the three largest credit-reporting bureaus. The result is known as the

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

FICO score. The FICO credit score ranges from 300 to 850, which quantifies an individual's creditworthiness. While the FICO score is an important component in determining credit history, other elements will be equally evaluated. Those elements will include but not limited to, strength of business, experience of operator, character/tenacity of operator, and strength of market to name a few.

TASK 23 - DETERMINE MANAGEMENT AND CAPACITY REQUIREMENTS

A Loan Applicant must:

- Demonstrate ability to operate a business successfully,
- Demonstrate that the business has sufficient borrowing ability or equity to operate, with the loan, on a sound financial basis,
- Demonstrate the proposed loan is of sound value and provides for the current and future needs of the business, and
- Demonstrate that the past earning record and future prospects of the firm indicate ability to repay the loan and other fixed debt, if any, out of the profits.

The business owner must show capacity for operating the business and managing future growth. This is accomplished by illustrating past experience of owner, using experienced staff or by attending microenterprise technical assistance workshops. By completing business training workshops, the business owner will develop soft skills for business success, along with a business plan and financial projections illustrating that the project is eligible for the Program.

TASK 24 - DETERMINE OTHER PROJECT UNDERWRITING CRITERIA

Each project/business will be evaluated based upon its past and future financial forecast. The criteria includes, but not limited to, the following:

- Start up project's special underwriting;
- The amount of private dollars used as leveraging funds;
- The past financial viability of the proposed project;
- The future financial viability of the proposed project; and
- The demonstrated need for the funds ("appropriate" test).

The LAB will consider these additional underwriting criteria as part of reviewing each request for Microenterprise assistance. These criteria can be used to further support a request for funding approval.

TASK 25 - ESTABLISH LOAN COLLECTION AND SERVICING

The Lender will contract with a loan collection agent for its existing CDBG economic development loans. The duties of the collection agent will include the following:

- Loan payment collection and accounting.
- Agent will provide monthly receipts of loan payments.
- Provide quarterly statements on each loan.
- Undertake loan collections, including asset liquidation,
- Obtain annual financial statements from each business to assess health of the business.
- Negotiate any change in repayment terms to avoid foreclosure.

TASK 26 - DETERMINE OVERSITE OF PROGRAM ADMINISTRATOR

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

The Lender's staff will serve as the primary contact with the Department CDBG program representative for the Program. Lender's staff will be responsible for securing services of a qualified Administrator for implementation of this Program. The Administrator can be secured via proper CDBG procurement or with a subrecipient agreement of Non-profit Development Organization Agreement.

The Administrator will follow these adopted program guidelines. The Lender's staff will work directly with the Administrator and be kept informed of all marketing efforts and outreach. The Administrator will provide a monthly tracking sheet to the Lender's staff that identifies applications received along with a progress report relative to the various stages of process. As per the agreement between the Lender and Administrator, all required Program reports will be reviewed and approved by the Lender's staff prior to any signatures. For financial reporting, Lender's staff will request of its fiscal unit to review and approve each fiscal report.

Upon applicant loan review and approval by the LAB, the Lender's staff shall review and coordinate package submittal to the Department for review and approval. The Lender's staff will ensure all loan documents are properly reviewed by County Counsel and meet CDBG requirements prior to signing by the borrower.

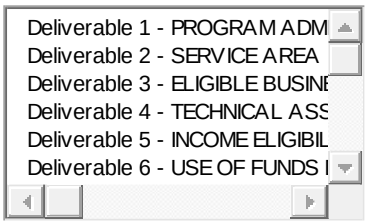
TASK 27 - DETERMINE OVERSITE OF LOAN SERVICING AGENT
The Lender's staff will also be responsible for securing the services of a loan servicing agent. The loan servicing agent will comply with local loan servicing policies when collecting payments. The Lender's staff will work closely with the loan servicing agent in monitoring the Lender's existing economic development loans. The loan servicing agent will provide monthly reports on the status of loan payments to both the Lender's Program over site staff and fiscal staff. In the event that the loan servicing agent needs to visit a borrower to discuss late payments or status of business operation, then Lender's staff shall be invited to the meeting.

At each LAB meeting, the Lender's staff and loan servicing agent will brief the members on any problems or concerns regarding repayments of existing loans. This includes decisions to foreclose and declare defaults. In addition, the governing body in conjunction with County Counsel and staff will make the final decisions regarding loan collection.

Loan servicing staff will complete required Department CDBG financial reports for program income. Loan servicing staff will complete quarterly and annual program income reports to Lender for review and approval and forwarded to the Department CDBG program representative. The Lender shall consult and monitor the loan servicing agent similar to that of the Administrator.

Provide a detailed narrative describing the steps to be taken to complete the activity. (i.e.: Task 1- create marketing plan; Task 2- hold a town hall meeting; Task 3- analyze feedback… etc.). This task narrative should indicate your knowledge of the steps and actions necessary to complete your activity. Narrative should include all actions taken to reach readiness through actions necessary for closeout.

Detailed Scope of Work - Deliverable Narrative *



Deliverable 1 - PROGRAM ADMINISTRATOR POSITION
Deliverable 2 - SERVICE AREA
Deliverable 3 - ELIGIBLE BUSINESSES
Deliverable 4 - TECHNICAL ASSISTANCE
Deliverable 5 - INCOME ELIGIBILIT REQUIREMENT
Deliverable 6 - USE OF FUNDS DESCRIPTION
Deliverable 7 - INELIGIBLE USE OF FUNDS DESCRIPTION
Deliverable 8 - COMPLETED LOAN REVIEW CHECK LIST
Deliverable 9 - MARKETING AND BUSINESS COMMUNITY OUTREACH PLAN
Deliverable 10 - LOAN APPLICATION DOCUMENTS/PROCEDURE
Deliverable 11 - LOAN ADVISORY BOARD
Deliverable 12 - LOAN APPLICANT CONFIDDENTIALITY AGREEMENT
Deliverable 13 - DISPUTE RESOLUTION/APPEALS AGREEMENT
Deliverable 14 - CONFLICT OF INTEREST AGREEMENT
Deliverable 15 - SPECIAL CIRCUMSTANCES AGREEMENT
Deliverable 16 - LOAN CLOSING DOCUMENTS
Deliverable 17 - LOAN TERMS AND ORIGINATION FEES DETERMINATION
Deliverable 18 - PRIVATE AND LOCAL FUNDS
Deliverable 19 - COLLATERAL AND SECURITY DOCUMENTATION
Deliverable 20 - LOAN POSITION DOCUMENTATION
Deliverable 21 - DEBT SERVICE COVERAGE AGREEMENT
Deliverable 22 - GENERAL CREDIT REQUIREMENT GUIDELINES
Deliverable 23 - MANAGEMENT AND CAPACITY REQUIREMENT GUIDELINES
Deliverable 24 - UNDERWRITING CRITERIA INSTRUCTIONS
Deliverable 25 - LOAN COLLECTION SERVICE AGREEMENT
Deliverable 26 - PROGRAM ADMINISTRATOR OVERSITE INSTRUCTIONS
Deliverable 27 - LOAN SERVICING AGENT OVERSITE INSTRUCTIONS

Provide a detailed narrative describing the deliverables that will be completed as part of this activity. (i.e.: Deliverable 1- marketing plan; Deliverable 2- town hall meeting minutes; Deliverable 3- labor compliance files… etc.). This deliverable narrative should indicate your knowledge of the documentation necessary to monitor and evaluate activity compliance. These documents should be part of your project file and will be reviewed as part of your onsite monitoring.

Section V

Will you need more than 30 days after the expenditure deadlines to complete your activity reporting? *

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

No

Will you need more than 30 days after the expenditure deadline to complete your beneficiary reporting, for example; reporting for activities that are in support of housing or economic development where it is likely that there will be a time gap between completion of the activity and reportable beneficiaries.

Do you want to include additional optional milestones? *

No

If you selected YES, please provide each milestone for the project as well as the anticipated completion date. There are spaces for 10 milestones, however only the first and last are mandatory. The first milestone is the proposed activity start date and the last milestone is the proposed notice of completion or completion date of the activity. Additional milestones are optional. Milestones provided in this section will become part of the Standard Agreement.

Milestone #1 *

Microenterprise Loan Program Start Date

Milestone #1 Completion Date *

07/01/2020

Confirmation of Closeout - Milestone #2 *

Notice of Closeout of Activity

Confirmation of Closeout - Milestone #2 Completion Date *

07/01/2021

Readiness Criteria

Have you met the state objective for Disaster Resiliency Long-Term Planning? *

Yes

Have you met the state objective for Fair Housing- Access to Opportunity? *

Yes

Do you have a completed Market Analysis? *

No

Understanding of Market Conditions and Opportunities by Market Segment *

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

- [x] List of Local Businesses Surveyed
- [x] Survey Analysis
- [x] Sample survey

Use the following link U.S. Census - County Business Pattern (CBP) (free source) (http://www.census.gov/programs-surveys/cbp.html) to determine the number of businesses by industry category using the 2 digit North American Industry Classification System (NAICS) code level breakdown. Information on the CBP website is only available in a list format. From the CBP website click on the American Fact Finder link and the "Main" tab to obtain additional information and instructions on how to use the American Fact Finder business patterns search tool. Analyze the business segments for the most recent 3 years describing increases, decreases, or stability in number of businesses by segment and employment category. Local businesses surveyed to determine demand. For Micro-Enterprise, use businesses with 5 or fewer employees in your evaluation.

Identifying and Analyzing Lending Opportunities and Competitors *

- [x] Identifying all (other) private and public lending sources serving the market area to determine
- [x] Determine and confirm that financing program will fill the financing gaps in the market

Look for the following from other lending opportunities:

1. Types of lending products offered.

2. Types of businesses inquiring/obtaining financing.

3. Types of businesses not meeting lender requirements

4. Minimum and maximum loan amounts.

5. Typical loan terms & interest rates.

6. Allowable uses of funds.

7. Collateral requirements.

8. Level of equity contribution required for loan-to-value (LTV).

Demand projections and conclusions *

- [x] Determine number and average size of loans
- [x] Validate requested funding
- [x] Third party documentation and references

Use the analysis to determine the scope number size of applications and potential loans for the program and validate the amount of money being requested as part of this application.

Upload Loan Underwriting and Servicing Documentation *

- [x] Debt Coverage Ratios
- [x] Collateral standards or requirements
- [x] Credit standards or requirements
- [x] Loan servicing plan

Threshold Criteria

Are you looking to start a new program, modify an ongoing program, or add a new type of assistance to an existing program? *

Modify ongoing

Choose the answer that applies based on your activity description above.

Please include a narrative describing your staff and/or contractor/subrecipient expertise *

With more than 30 years experi

With more than 30 years experience in business/economic development and loan administration, Tara G. Schiff, economic development specialist and lender staff, has administered three previous CDBG microenterprise/business assistance loan programs. Schiff is the current administrator for the county RLF program.

Mariposa County has an agreement with Rachelle Araque for loan underwriting services. Ms. Araque is a licensed mortgage broker in Mariposa County who is familiar with the local market and business environment.

Provide a detailed narrative showing the qualifications of individuals that will be working on the activity.

Do you have a signed agreement with a contractor/subrecipient? *

Yes

Supporting Documentation *

Select a file

Can you certify that the funding requested is gap funding?

No

Do you have adopted or draft: *

- [x] Program guidelines
- [ ] Activity implementation plan
- [ ] Strategic plan
- [ ] Operating plan

To meet threshold requirements applicants must have at least one of the following four documents. Plans that have been approved for other funding organizations are acceptable.

Program Guidelines- (NOTE: For all housing loan and economic development programs DRAFT program guidelines are mandatory). A grantee must develop and follow a detailed plan which details the rules and regulations under which the program will operate.

Activity Implementation Plan- An implementation plan is the document that you use to define your implementation strategy. It outlines the activities and decisions necessary to turn the strategic goals into reality, and the execution plan is a schedule of concrete actions and activities to achieve goals and drive success.

Strategic Plan- A document that articulates both the decisions made about the organization's goals and the ways in which the organization will achieve those goals.

Operating Plan- An operating plan can be defined as a plan that clearly defines actions it will take to support the strategic objectives and plans of upper management.

Upload your adopted or draft program documentation *

Upload the document as well as documentation of adoption, (i.e. resolution, or meeting minutes) if applicable.

Select a file guidelines.pdf

Description of site control of the facility or means to conduct the services *

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

Upload your Site Control Supporting Documentation *
Pursuant to 24 CFR 578.25 https://www.law.cornell.edu/cfr/text/24/578.25 acceptable evidence of site control is a deed, lease or purchase agreement.

Select a file

Upload your Debarment Check *
Upload the results of your SAM.gov entity check including all consultants, subrecipients and subcontractors currently under contract or with an executed agreement. Debarment is required for agencies/organizations only not individual employees.

Citizen Participation - Have you met all Public Hearings/Citizen Participation requirements? *

These requirements can be located at 24 CFR §570.486 https://www.law.cornell.edu/cfr/text/24/570.486 .

Upload Citizen Participation Proof of Public Notice *

Select a file

Upload Public meeting/hearing presentation/handout materials *

Select a file

Upload Approved Resolution for Application *
Use the Sample Resolution found in Appendix D.

Select a file

Upload CA TIN Verification form *

Select a file

Are all single audit findings cleared or in remediation? *
Yes

If your single audit documented any findings, have they been cleared or is there an approved remediation plan in effect.

Upload your most current single audit, if applicable

Select a file

Upload your Proof of Findings Resolution or Remediation plan *
Provide documentation that any findings have been resolved or that an approved remediation plan has been implemented.

Select a file

Are all program monitoring findings cleared or in remediation? *

N/A (no monitoring findings or no recent monitoring completed)

Are you in compliance with all exisiting HCD award agreements? *

N/A (no other agreements in place)

The terms of all current standard agreements with HCD are being met, including milestones, expenditure deadlines and reporting requirements.

Have funds due to the state for repayment of non-compliance items have been repaid? Or have you entered into a satisfactory repayment agreement, and payments are current? *

N/A (no funds due for re-payment)

Have you expended at least 50 percent of open CDBG funds in this same activity? *

N/A

Do you have any overdue semi-annual or annual grant reports? *

No

NEPA Compliance required the appropriate level of NEPA review, documented in an EA, CEST, CENST, or Statement of Exemption for the activity, and a Statement of Exemption for the general administration of the activity. Please make sure to upload both if applicable.

Upload proof of NEPA Compliance *

Select a file

Has your housing element been submitted to HCD? *

Yes

Upload your housing element proof of submittal *

Provide communication from HCD verifying that your housing element has been submitted.

Select a file

Have you enacted limitations on residential construction other than establishing agricultural preserves or limitations based on health and safety needs? *

No

Applicant must be in compliance with HSC §25395.99 https://codes.findlaw.com/ca/health-and-safety-code/hsc-sect-25395-99.html. For more

Have you completed and submitted your budget worksheet? *

Attachment: CDBG_Microenterprise Grant Application_final (13342 : Discussion and Direction, Regarding Business Assistance/Microenterprise

◉ Yes

○ No

Budget Narrative

Mariposa County will be applying for a CDBG grant in the amount of $500,000 for a microenterprise loan program. The funds will be used for technical assistance, which includes loan processing/underwriting and program marketing. The technical assistance funding request is $47,000. The remaining amount will be used for the microenterprise loans/grants, which will help fund local microenterprise businesses, both new & existing. The funds allocated toward loans will be $415,500. 7.5% of the total grant ($37,500) will be requested for general administration, which will be allocated to economic development for grant management.

Microenterprise Loan Program				
Technical Assistance	$ 30,000	$ 17,000	❑ Yes ☑ No PTA #	$47,000
General Support	$0	$0	❑ Yes ❑ No PTA #	$0
Loans	$374,000	$41,500	❑ Yes ☑ No PTA #	$ 415,500
Activity Totals	$404,000	$58,500		$462,500
			General Administration (not to exceed 7.5 percent (%)	$ 37,500
			Total Amount Requested	$500,000

From: MinuteTraq Notifications
To: Beth Alexander; Danielle Bondshu; Dallin Kimble; Kylee Morrow; Marshall Long; Miles Menetrey; Rosemarie Smallcombe; Steve Dahlem; Tracy Gauthier; Wayne Forsythe
Subject: A new comment has been posted to your Web Portal
Date: Tuesday, October 11, 2022 11:06:50 AM

The user Jenni Kiser has posted a comment on Legislative File 13342: Discussion and Direction Regarding the Business Assistance/Microenterprise Loan Program.

Comment: Hello. Thank you all for for what you do. My name is Jenni Kiser and I own Mountain Fitness in Mariposa. I was eager to comment on this agenda item. Although I am not an applicant or a potential recipient of this program I would like to encourage the board to lean toward forgiveness. Our small business's, mine included, have been through a great deal. Speaking personally, my business has yet to fully recover from Covid. Our businesses continue to be dealt catastrophe and hardship. If allowing these loans to be forgivable benefits businesses you should do that. It is my understanding that the money available is not costing the county anything to house. Benefiting our small businesses is a wonderful way to show your support as a county. Thank you

Link to the Discussion: http://MariposaCountyCA.IQM2.com/Citizens/Detail_LegiFile.aspx?ID=13342

Attachment: Kaiser - A new comment has been posted to your Web Portal (13342 : Discussion and Direction, Regarding Business

Business Assistance Discussion/Direction

MARIPOSA COUNTY



SINCE 1850

Mariposa County

Attachment: Business Assistance (13342 : Discussion and Direction, Regarding Business

MARIPOSA COUNTY

Why Should the County Support Local Businesses?

- Local Businesses Provide Jobs
- Revenue Stays in the Community
- Local Business Owners Give Back
- Local Businesses Provide Services to Our Visitors
- Local Businesses (Made in Mariposa) Provide Expert Craftsmanship
- Local Business Owners can Provide Expert Advice
- Local Businesses Keep Our Economy Vital



MARIPOSA COUNTY SINCE 1850 CALIFORNIA

Attachment: Business Assistance (13342 : Discussion and Direction, Regarding Business

MARIPOSA COUNTY

Why Should the County Provide Business Assistance?

- Prevent Business Closure
- Build Stronger Businesses
- Support Job Retention
- Create Ability for Expansion
- Stable Businesses = Economic Sustainability



MARIPOSA COUNTY

Business Assistance Resources

- Covid-19 Business Relief Grants
  - CARES ACT
  - CDBG
  - SAFE Grants
  - OSBA Microenterprise Grants
- SBA Disaster Loans
- Disaster Loan Guarantees
- Tool Replacements
- Business Assistance and Microenterprise Loan Program
- Small Business Training Classes (SBDC)



Attachment: Business Assistance (13342 : Discussion and Direction, Regarding Business

MARIPOSA COUNTY

Covid-19 Business Relief Grants

- CARES ACT Grants – $438,772
- Round II – $169,516
- Round III - $296,745
- SAFE Grants – $75,000
- OSBA Microenterprise Grants – $20,000

TOTAL – 112 businesses

$1,000,033.00



Attachment: Business Assistance (13342 : Discussion and Direction, Regarding Business

MARIPOSA COUNTY

SBA Disaster Loans

- Home – 6 ($874,500)
- Business – 3 ($232,1000

TOTAL – 9 loans

$1,106,600



Attachment: Business Assistance (13342 : Discussion and Direction, Regarding Business

MARIPOSA COUNTY

Business Assistance (BA)/Microenterprise Loan Program

- BA Program - $500,000
- Micro Program - $250,000

- Received two loan applications
  - $100,000 for Childcare Business
  - $35,000 for Retail Business
- Other Interested Business
  - $50,000 for Attraction Business

- Possibly use as disaster funding.



Attachment: Business Assistance (13342 : Discussion and Direction, Regarding Business

MARIPOSA COUNTY

Business Assistance (BA)/Microenterprise Loan Program Options

Option A.

Provide low interest loans (3-5%). Do not forgive loan amounts now, but forgiveness may be considered in the future. Loan amounts in any options will require ongoing staff management of the accounts and future direction to allocate repaid funds. This option is the least attractive to local businesses and may result in returning funds not loaned to CDBG.



MARIPOSA COUNTY

Business Assistance (BA)/Microenterprise Loan Program Options

Option B

Provide loans at far below-market rates (2%, 1%, or 0%). Do not forgive loan amounts now, but forgiveness may be considered in the future.



MARIPOSA COUNTY

Business Assistance (BA)/Microenterprise Loan Program Options

Option C

Provide loans with partial forgiveness. Forgive up to a certain amount (e.g. $35,000 as an employee equivalent or $15,000 matching the amount of the COVID relief grants) or percentage for qualified businesses. Loan amounts in excess of the forgiven amount would be subject to market or below-market interest, as directed by the Board.



Attachment: Business Assistance (13342 : Discussion and Direction, Regarding Business

MARIPOSA COUNTY

Business Assistance (BA)/Microenterprise Loan Program Options

Option D

Forgive loans upon issuance. Applicants will still need to justify requests, but loans would essentially be grants in support of individual businesses. Preference could be given to businesses impacted by the Oak Fire, if desired. This option is the most attractive to local businesses and would likely result in a relatively small group of businesses receiving funds on a first-come basis.



MARIPOSA COUNTY

Business Assistance (BA)/Microenterprise Loan Program Options

Option E

Direct staff to bring applications to the Board for consideration and approval. All applications already require board approval. This option would allow for a public, case-by-case review and decision regarding rates and forgiveness.



MARIPOSA COUNTY

Business Assistance Discussion/Direction

Questions/Comments ?

Attachment: Business Assistance (13342 : Discussion and Direction, Regarding Business


Thank You!
FOR
THE
LOVE
OF
LAND
SINCE
1850
WWW.MARIPOSACOUNTY.ORG
MARIPOSA
COUNTY

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Discussion and Direction on Board Meetings

RECOMMENDATION AND JUSTIFICATION:
Discussion and Direction Regarding Board Meeting Frequency.

On several occasions, it has been suggested to the Clerk of the Board that the Board cut down on the frequency of meetings.

After reviewing all 58 counties the following are the most comparable in population size as well as one or no incorporated cities:

Trinity County has no incorporated cities with a population of 16,060. Their Board of Supervisors meets two weeks a month.

Mono County has one incorporated city and a population of 13,247. Their Board of Supervisors meets three weeks a month.

Inyo County has one incorporated city and a population of 18,970. Their Board of Supervisors meets four weeks a month.

Plumas County has one incorporated city and a population of 19,915. Their Board of Supervisors meets three weeks a month.

NOTE: the times met a month are their set schedule and do not include special or continued meetings.

After reviewing county similarities, the main industry was also explored. Much like Mariposa County, Trinity, Mono, and Inyo's main industry is tourism. Plumas, while similar in population, their prime industry is logging.

If the Board chooses to cut down on frequency, the Clerk of the Board recommends no less than 3 meetings a month. Cutting down on meetings can impact agenda size as well as turn around time for county business.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The meeting frequency has been in place as far back as 1984. The Board meets the first four Tuesdays of each month.

Agenda Item - No Resolution Requested

The Clerk of the Board has made internal changes to the agenda which has cut down on the number of items that appear on the regular agenda. The Clerk will also be reviewing the agenda structure to ensure the flow is seamless and time-sensitive to staff and the Board.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not discuss and the Clerk of the Board will continue to get requests on meeting frequency.

ATTACHMENTS:
Meetings per month per County (PDF)

RESULT: DIRECTION GIVEN

Meetings per month per County

County	2 weeks per month	4 weeks per month	Other	Incorporated Cities	County Population (2021 Census)
Alameda		X		14	1,648,556
Alpine	X			0	1,235
Amador	X			5	41,259
Butte	X			5	208,309
Calaveras			3 to 4	1	46,221
Colusa	X			2	21,917
Contra Costa			3	19	1,161,413
Del Norte	X			1	28,100
El Dorado			3 per	2	191,221
Fresno	X			15	1,013,581
Glenn			3 or 4	2	28,805
Humboldt			2 to 4	7	136,310
Imperial		X		7	179,851
Inyo**		X		1	18,970
Kern			2 to 3	11	917,673
Kings		X	If Monday is a Holiday then the meeting on Tuesday will be canceled	4	153,443
Lake		X		2	68,766
Lassen			2 or 3	1	33,159
Los Angeles		X		88	9,829,544
Madera			3	2	159,410
Marin			2 to 4	11	260,206
Mariposa		X		0	17,147
Mendocino	X			4	91,305
Merced	X			6	286,461
Modoc	X			1	8,661
Mono**			3	1	13,247
Monterey			2 to 4	12	437,325
Napa			2 to 3	5	136,207
Nevada	X			3	103,487
Orange	X			34	3,167,809

Attachment: Meetings per month per County (13391 : Discussion and Direction on Board Meetings)

Placer	X			6	412,300
Plumas**			3	1	19,915
Riverside		X		28	2,458,395
Sacramento			At least 3 meetings a month, each continued to the next day.	7	1,588,921
San Benito	x			2	66,677
San Bernardino	X			24	2,194,710
San Diego			1 to 2 times a month (for 2 consecutive days)	18	3,286,069
San Francisco		X		1	815,201
San Joaquin	X			7	789,410
San Luis Obispo	X			7	283,159
San Mateo	X			20	737,888
Santa Barbara		X		8	446,475
Santa Clara	X			15	1,885,508
Santa Cruz	X			4	267,792
Shasta			3	3	182,139
Sierra	X			1	3,283
Siskiyou	X			9	44,118
Solano	X			7	451,716
Sonoma		X		9	485,887
Stanislaus			2 to 3	9	552,999
Sutter	X			2	99,063
Tehama		X		3	65,498
Trinity**	X			0	16,060
Tulare			3 to 4	8	477,054
Tuolumne	X			1	55,810
Ventura	X			10	839,784
Yolo	X			4	216,986
Yuba	X			2	83,421

Attachment: Meetings per month per County (13391 : Discussion and Direction on Board Meetings)

MARIPOSA COUNTY

Administration · 966-3222

MEETING: October 11, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Planning Director

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] **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:_____

[X] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
Planning Director

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review:_____ (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of 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**