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 4, 2022

A. 9:00 AM Called to Order

Chair Smallcombe noted the Oak fire recovery update would be provided during agenda item D.3, D.4 was withdrawn and rescheduled, and CA. 15 has been withdrawn. She also noted she would be presenting the proclamations of CA.5 and CA. 6 at a later date.

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

Public comment was received from Jonathan Noel/Community member who commented on CA. 4 and CA. 16. He inquired about the amount of both the Adminsure and Cal-Connect contracts and asked for transparency that the amounts be placed in the title.

Kaitlyn Wagoner/Mountain Crisis Services thanked the Board for recognizing CA.6, the proclamation recognizing "Domestic Violence Awareness Month."

Supervisors Forsythe and Menetrey commented on CA.18, expressing their excitement for this project.

Supervisor Long thanked Jonathan Noel for bringing his question to the Board and noted that the information could be found in the Board packet, which is available online.

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

CA1. **Health and Human Services RES-2022-563**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2022-564**

Resolution Continuing the Local Health Emergency Due to the Oak Fire

CA3. **Sheriff's Office RES-2022-565**

Resolution Continuing the Local Emergency Due to the Oak Fire

CA4. **Administration/Human Resources RES-2022-566**

Approve the Renewal of the Agreement with AdminSure, Inc. for Workers' Compensation Services, Which Includes Utilization Review Services, for a Three-Year Period Effective October 1, 2022 through and Including September 30, 2025; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Board of Supervisors 2022-96**

Proclaim the Month of October 2022 as "Breast Cancer Awareness Month" and October 21St as "Mammography Day"

CA6. **Board of Supervisors 2022-97**

Proclaim October 2022 as "Domestic Violence Awareness Month"

CA7. **Clerk of the Board of Supervisors (ID # 13242)**

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA8. **Health and Human Services RES-2022-567**

Approve Amendments to the Kitchen Assistant Job Description, Effective Immediately

CA9. **Health and Human Services RES-2022-568**

Approve the Overfill of an Environmental Health Manager in Health and Human Services in the Public Health Branch, Effective Immediately

CA10. **Health and Human Services RES-2022-569**

Approve the Allocation of One Additional Full Time Administrative Technician Position in the Health and Human Services Agency (HHSA) Administration Division, Effective Immediately

CA11. **Health and Human Services RES-2022-570**

Approve First Amendment with the Alliance for Community Transformations Increasing Amount Not to Exceed by $125,000 for a New Amount Not to Exceed $175,000; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA12. **HHS/Behavioral Health & Recovery Services RES-2022-571**

Approve an Agreement with Quest Community Counseling Services in an Amount Not to Exceed $450,000 to Provide Counseling Services for Mental Health Clients; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **HHS/Behavioral Health & Recovery Services RES-2022-572**

Approve an Agreement with Quest Community Counseling Services in an Amount Not to Exceed $151,000 to Provide Early Intervention Services for Individuals Living with a Mental Illness; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA14. **HHS/Behavioral Health & Recovery Services RES-2022-573**

Approve Grant Agreement with the Mental Health Services Oversight and Accountability Commission (MHSOAC); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA15. **HHS/Public Health RES-2022-574**

Approve an Agreement with Mountain Valley Emergency Medical Services Agency (MVEMSA) to Accept Authority and Responsibility as the Local EMS Agency for Mariposa County for Fiscal Year 2022-2023 in an Amount Not to Exceed $7,499.80; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA16. **HHS/Public Health RES-2022-575**

Approve a Three-Year CalCONNECT System (CalCONNECT) Data Use and Disclosure Agreement with California Department of Public Health (CDPH) for an Online Database that Maintains Information; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA17. **Probation RES-2022-576**

Approve Budget Action Recognizing Unanticipated Revenue Within the Probation Department Received from the Youth Program Facilities Grant (YPFG) ($60,561); Approve Budget Action Decreasing FY 22-23 Funds Within the Probation Department ($51,790); and Approve Budget Increasing FY 21-22 Funds Within the Probation Department ($51,790) 4/5ths Vote Required

CA18. **Public Works RES-2022-577**

Approve an Agreement with Williams Excavation, Inc. for Mariposa Park Tennis Court Rehabilitation in an Amount Not to Exceed $335,800; Approve Budget Action Transferring Funds from the Mariposa Lighting District to CIP Fund 5501 in the Amount of ($30,000); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA19. **Public Works RES-2022-578**

Approve an Agreement with Sally Swanson Architects to Provide an American with Disabilities (ADA) Self-Evaluation and Transition Plan in the Amount Not to Exceed $199,940; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **Public Works 2022-98**

Appoint Ted Williams to the Yosemite West District Advisory Committee for a Continuous Term Beginning October 4, 2022

D. Regular Agenda Items

1. **Administration (ID # 13410)**

Discussion and Possible Direction on Short-Term (Vacation) Rentals in Mariposa County

Chair Smallcombe asked County Counsel to elaborate on what can be done with respect to the County code. County Counsel noted this item is for direction only, no action can be taken.

Dallin Kimble/County Administrative Officer gave the staff report and noted this is a team effort and introduced Ben Goger/Housing Development Specialist, who acknowledged this is a difficult topic for the Board and public. He noted this is just one of the issues in a larger housing challenge. Mr. Goger reiterated that this is just to get direction from the Board in what has been a challenging time in our county, state, and nation. Mr. Goger and Kimble gave a PowerPoint presentation.

They presented the Board with possible actions that could be taken, 1) A temporary moratorium on vacation rental applications; 2) General or area-specific limitations; 3) Require a Conditional Use Permit (CUP); 4) Implement additional taxes or fees.

Public comment was received by the following individuals who expressed concern or alternative ideas to the housing issue Jeanne Ann Pine, Courtney Twiss, Julie Gerken, Chris Jennings, Lisa Edelheit, Kim Tucker, David Holland Moritz, Kevin Spack, Kelly Harrison, Brian Cooper, Jim Evans, Al Golub, Warren Grey, Stan Hamilton, Barbara DeVries, Tuchon Schanks, Dillion Schull, Lenny Sharp, Gail Spilos, Mary Ellen McCray, Bruce ?, Glen Cook, Dennis Buck, Shannon Poe, Kathy Avila, Patty Murdock, Unknown, Colleen Rhodes, Tim Trujillo, and Lorraine Freeman.

11:25 AM Chair Smallcombe recessed for a brief break and reconvened at 11:29 AM.

Mr. Kimble addressed a few of the concerns or ideas brought by the public, he noted that having an interest in local preference, in other jurisdictions has only held up legally if the primary residence is on the same property. Regarding a question from Supervisor Long, Mr. Goger noted he believed the minimum size of a home was 400 sq. ft., but he noted that should be confirmed with the building department. He also noted that a workbook for Accessory Dwelling Units (ADUs) is in the works, and on October 18th, a contract will come forward for that effort.

Board discussion ensued. Supervisor Long noted he would not support an urgency ordinance that requires a 4/5ths vote.

DIRECTION: Staff is to bring a regular ordinance to the Board for a temporary moratorium on accepting vacation rental applications and continue with a study for recommendations to the housing crisis.

RESULT: DIRECTION GIVEN

Recess

12:36 PM Chair Smallcombe recessed the Board for a brief break and reconvened at 12:41 PM.

2. **Board of Supervisors (ID # 13415)**

Receive a Presentation from the Department of Insurance Regarding the "Safer from Wildfires" Framework (Richie Sayavong, Department of Insurance)

Richie Sayavong/Department of Insurance gave a PowerPoint Presentation. Public comment was received by an unknown individual who stated their insurance had been canceled, but during the moratorium, it went from $3500 a year to $12,000.

Warren Grey/a community member asked if there was a plan to do an inspection by visiting a home; he noted he does a lot of work to protect his home but receives no credit for it.

Jacob Hawley/Oak Fire Victim noted their insurance had been dropped in October of 2021, they then switched to the California Fair plan, which raised their premiums but lowered what was covered.

Shannon Poe/a community member asked what he can tell the District 2 residents who may be elderly or unable to perform some of the home hardenings, especially if it may result in a 20% reduction in their insurance premium.

Mr. Sayavong noted that they have been seeing cancellations, lower coverage, and higher premiums throughout the State, but they cannot compel insurance companies to sell. He noted for individuals on a fixed income, there are grants and funding available for assistance.

Chair Smallcombe noted they are planning to hold workshops on becoming Firewise so individuals can hopefully see a decrease.

RESULT: INFORMATION RECEIVED

3. **Administration RES-2022-579**

Approve Agreement with BOP, a Joint Venture for Oak Fire Structural Debris and Hazard Tree Removal Operations in an Amount Not to Exceed $7,996,860 Pending Receipt of Required Insurance Bonding Documents; Approve Associated Budget Action; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Documents Pertaining to This Agreement (Subject to Approval as to Legal Form by County Counsel)

4/5ths Vote Required

Dr. Eric Sergienko/County Health Officer gave an update on Oak Fire recovery and noted it was a progressive week of moving towards a new normal. He noted BOP was identified as the lowest responsible bidder for the debris removal contract. He noted site assessments are still being done in hopes of starting debris removal by October 10th. 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

4. **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

RESULT: **WITHDRAWN AND RESCHEDULED Next: 10/11/2022 9:00 AM**

5. **Administration RES-2022-580**

Rescind Resolutions 1989-053 and 1989-500; and Adopt an Updated Travel and Expense Reimbursement Policy

Dallin Kimble 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

6. **Clerk of the Board of Supervisors RES-2022-581**

Appoint a Member to be the California State Association of Counties (CSAC) Director for the 2022-2023 Association Year

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

ACTION: Miles Menetrey was elected as the 2022-2023 CSAC Director with Rosemarie Smallcombe as the Alternate.

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

E. Introductions

None.

F. Departmental Presentation

Keith Williams/Treasure/Tax Collector/County Clerk noted information regarding voting outreach from the state.

G. Public Comment on Non-Agenda Items

Public comment was received from Jonathan Noel, who asked the board to add an additional railing to block pedestrians from traffic at the end of downtown. It was noted that the hand railing is not in the jurisdiction of the Board; it is CalTrans.

H. Items removed from Consent Agenda

None.

I. Closed Session

1. **Administration (ID # 13412)**

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

Jonathan Noel asked a clarifying question regarding if this was hiring a librarian and if this was an elected or appointed position. Chair Smallcombe noted it is an appointed position.

1:19 PM Chair Smallcombe recessed the Board into closed session.

RESULT: CLOSED SESSION HELD

J. 2:00 PM Reconvene

2:02 PM Chair Smallcombe reconvened the meeting.

1. **Administration/Community Development (ID # 13385)**

Receive a Presentation by North State Planning and Development Collective, California State University, Chico, Regarding the Comprehensive Economic Development Strategy (CEDS) for Central Sierra Economic Development District (CSEDD)

Tara Schiff/Economic Development Specialist, introduced Courtney Ferral/North State Planning project manager, who gave a PowerPoint Presentation. No public comment. Board discussion ensued.

RESULT: INFORMATION RECEIVED

K. Board Information

Information received.

Report Out

2:25 PM Chair Smallcombe reported that during closed session, information was received and direction was given.

L. Adjournment

2:25 PM Chair Smallcombe adjourned the meeting.

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 2022-563

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

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

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

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

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

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

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

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-564

MEETING: October 4, 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: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

REF ID# 13288

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2022-565

MEETING: October 4, 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:
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RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Rosemarie Smallcombe, Marshall Long, Wayne Forsythe, Miles Menetrey

REF ID# 13294

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2022-566

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Renewal of AdminSure Agreement for Workers' Compensation Services

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RECOMMENDATION AND JUSTIFICATION:
Approve the Renewal of the Agreement with AdminSure, Inc. for Workers' Compensation Services, which includes Utilization Review Services, for a Three-Year Period Effective October 1, 2022 through and including September 30, 2025; and Authorize the Board of Supervisors Chair to Sign the Agreement.

AdminSure is currently the County's Third Party Administrator (TPA) and administers the County's claims filed by injured employees. AdminSure has been providing Workers' Compensation services over the last three years, which includes utilization review services* (the current agreement is for the period of October 1, 2019 to September 30, 2022). The level of expertise and service that AdminSure staff has been providing to the County has been effective. County staff works closely with the TPA on employee claims to ensure that all aspects of each claim are handled efficiently and are in regular communication with AdminSure staff relative to claims, process, and any other related issue that arises.

The initial agreement was signed in 2016. Currently, there are 54 open claims. The County recognizes that there may be elevated costs for AdminSure to do business since the last three-year agreement. The County paid $19,899 quarterly in administration fees from October 1, 2021 to September 30, 2022. For the renewal, AdminSure has proposed a 3% increase in administration fees. The proposed quarterly administration fee is $20,496 for the first year of the agreement; a quarterly fee of $21,111 for the second year of the agreement; and a quarterly fee of $21,744 for the third year of the agreement.

*Utilization review is the process the TPA uses to review treatment to determine if it's medically necessary.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
At their meeting on September 27, 2016, the Board of Supervisors approved a three-year agreement with AdminSure with the adoption of Resolution No. 16-517. The Board of Supervisors approved a renewal of this agreement with the adoption of Resolution No. 2019-556 at the September 24, 2019 meeting.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve agreement; amend this recommendation as the Board desires and

adopt.

FINANCIAL IMPACT:
Workers' Comp administration fees were included in the 2022/2023 fiscal year budget.

ATTACHMENTS:
AdminSure Inc Agreement 10-1-22 to 9-30-25 final draft RS Chair (PDF)

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

Attachment: AdminSure Inc Agreement 10-1-22 to 9-30-25 final draft RS Chair (RES-2022-566 : Renewal of AdminSure Agreement for Workers'

WORKERS' COMPENSATION PROGRAM
SERVICE AGREEMENT

THIS AGREEMENT is entered into by and between Mariposa County, hereinafter referred to as the "Client," and AdminSure Inc., hereinafter referred to as the "Administrator."

WHEREAS, the Client has undertaken to self-insure their Workers' Compensation obligation; and

WHEREAS, the Administrator is engaged in the business of administering Workers' Compensation Self-Insurance Programs; and

WHEREAS, the Client desires to retain the services of the Administrator to administer a Workers' Compensation Self-Insurance Program, hereinafter referred to as the "Program," for the Client;

NOW, THEREFORE, the Client hereby retains the services of the Administrator and the Administrator agrees to perform the services for the Client under the terms and conditions of this Agreement.

TERMS AND CONDITIONS

I. TERM: This Agreement shall become effective October 1, 2022 and shall continue for three (3) years until September 30, 2025, unless terminated by the cancellation provision set forth herein.

II. SCOPE OF SERVICES: The Administrator shall provide the services described in Exhibit A attached hereto.

III. CONTRACT PRICE: The Client agrees to pay Administrator fees as set forth in Exhibit B which is attached hereto and made a part hereof. The Client and Administrator must agree, in writing, on any changes to this schedule.

IV. PERIODIC MEETINGS: The Administrator shall meet with the Client and staff either in person or through electronic means, at least quarterly, to:

- A. Assist in developing internal procedures.
- B. Provide orientation and training to personnel involved in the administration of the Program.
- C. Discuss specific claims and general trends in the Program.

V. ADVISORY SERVICES: The Administrator shall provide the Client information regarding the adoption, amendment or repeal of all statutes, rules and regulations, etc., which may directly affect the Program.

VI. REQUIRED FORMS: The Administrator shall provide the Client with all forms required by the State in connection with the Program.

VII. COMPLIANCE WITH LAW: The Administrator shall administer the Program in full compliance with all laws, rules and regulations governing Workers' Compensation and self-insurance.

VIII. CLAIMS ADMINISTRATION: The Administrator shall comply with all performance standards of the Client's excess insurer. The Administrator shall also comply with the Administrator's Workers' Compensation Claims Administration Standards, but under no circumstances are they to be construed as having precedence over the performance standards of the Client's excess insurer. The Administrator shall also have the authority and responsibility to provide claims administration services, which include:

A. Establishing an electronic claim file and computer database record upon receipt of an injury report.
B. Setting and updating reserves.
C. Initiating and maintaining contact with injured workers or their attorneys.
D. Arranging for investigation.
E. Determining compensability.
F. Preparing and issuing benefit notices, if applicable.
G. Arranging for medical treatment and medical services from clinics, facilities, pharmacies, hospitals, specialists, and other vendors as necessary.
H. Performing all utilization review services through MedReview; communicating decisions to approve, modify, delay or deny medical treatment in accordance with State law.
I. Monitoring disability status by reviewing medical reports and contacting doctors for updates.
J. Paying medical bills in a timely and accurate manner.
K. Paying mileage or medical reimbursements to injured workers.
L. Paying temporary disability compensation when appropriate to do so or advising the Client of the need to adjust payroll records when salary continuation is applicable.
M. Arranging medical exams in conformance with State law to determine whether an injured worker's medical condition is permanent and stationary (reached Maximum Medical Improvement/MMI) and what, if any, permanent disability exists.
N. Paying the permanent disability compensation in accordance with the law.
O. Arranging for attorney representation of the Client whenever the need arises.
P. Monitoring attorneys and assisting them in preparing cases.
Q. Auditing and paying legal expenses.
R. Arranging for vocational rehabilitation services when appropriate, monitoring vocational rehabilitation consultants, and assisting them as necessary.

Attachment: AdminSure Inc Agreement 10-1-22 to 9-30-25 final draft RS Chair (RES-2022-566 : Renewal of AdminSure Agreement for Workers'

S. Auditing and paying vocational rehabilitation expenses.
T. Preparing and issuing Supplemental Job Displacement Benefits (SJDB) notices and benefits.
U. Preparing and issuing the permanent disability compensation notices.
V. Pursuing subrogation when there is a viable third party.
W. Notifying the Client and excess insurers of all claims which exceed or may exceed the self-insurance retention; maintaining a liaison between the Client and their excess insurers on matters affecting the handling of such claims and arranging for reimbursement to the Client of losses in excess of its self-insurance retention.
X. Obtaining settlement authority and negotiating settlement on appropriate claims.
Y. Attending all hearings that are required by law.
Z. Closing claim files when appropriate to do so.

IX. OBLIGATIONS OF THE CLIENT: The Client shall:

A. Submit all information and reports of work incidents and work injuries to the Administrator in a timely manner of the Client's knowledge of the incident or injury. Should the information/reports result in a non-claim file, a claim file will not be created or billed for as described herein.
B. Respond to the Administrator's requests for information and authority within five (5) days of such requests.
C. Provide information that is accurate and is in a form specified by the Administrator.
D. Grant settlement authority to the Administrator in advance of Workers' Compensation Appeals Board, rehabilitation, and legal hearings, or be available by phone or in person during same.

X. CLAIMS PAYMENT FUND:

A. All claims obligations, including loss, indemnity, and allocated loss adjustment expenses and other claim-related expenses, are the obligations of Client and shall be paid by Client.
B. Client acknowledges and agrees that the depository bank for Client funds provided to Administrator for the payment of claims and allocated loss adjustment expenses is Citizens Business Bank ("CBB").
C. Client hereby authorizes Administrator to maintain an account with CBB in trust for ("ITF") Client to be used as the depository/funding account relating to the payment of claims and allocated loss adjustment expenses ("Account").
D. Duties of Administrator
1. Any amounts collected by Administrator on behalf of or for Client and any amounts received from Client shall be deposited in the Account. Claims and allocated loss adjustment expenses for the claims will be paid by checks showing the identity of Client that are issued by Administrator against funds in this Account. CBB shall keep records clearly recording

Attachment: AdminSure Inc Agreement 10-1-22 to 9-30-25 final draft RS Chair (RES-2022-566 : Renewal of AdminSure Agreement for Workers'

the deposits into and withdrawals from the Account and the balance held on behalf of Client. Administrator shall cause CBB to render an accounting each month and on an annual basis detailing all transactions with respect to the Account, which accounting shall be provided by Administrator to Client.

2. Administrator shall collect, process, and report data in the manner prescribed by the Internal Revenue Service for the purpose of preparing Client's 1099 Miscellaneous Income filing with respect to the claims and allocated loss adjustment expenses payment. As respects the Account, Administrator shall file required Unclaimed Property reports.

E. Duties of Client

1. Client shall maintain an amount of $65,000 ("Target Amount") in the Account by sending additional funds to the Administrator for the Account at the interval indicated in paragraph E(2) below so that it equals or exceeds the Target Amount. Client agrees to increase the Target Amount upon request of Administrator, and in an amount to be determined by Administrator, within seven (7) business days after Client is notified by Administrator of the amount of the increase; subject to written justification for the increase of the Target Amount.
2. The Client shall maintain a minimum balance equal to or greater than thirty percent (30%) of the Target Amount ("Minimum Balance") in the Account at all times. On any day the Account balance is less than the Minimum Balance, Client agrees to send a check to deposit into the Account within seven (7) business days after it is notified by Administrator so that the balance in the Account equals or exceeds the Target Amount. Any request for additional funds that exceeds the Target Amount is subject to written justification.
3. The Client shall submit a check to Administrator for the Account within seven (7) business days of receipt of each request from Administrator to cover each obligation for claims or allocated loss adjustment expenses exceeding $10,000 that have been or are expected to be paid on behalf of Client.
4. The Client shall be liable for and pay any and all overdraft amounts including bank fees and charges and interest thereon that are the responsibility of the Client and subject to verification. In the event Administrator pays any such amounts on Client's behalf pursuant to Administrator's agreement with the Bank, Client shall immediately reimburse Administrator upon demand and subject to verification.
5. Except as provided in paragraph E(4) above, the Client shall not be responsible for fees charged by CBB to administer the Client transactions and the Account. However, earnings or credits earned are applied toward such bank fees, with the excess, if any, retained by Administrator.
6. The Client shall provide such documents, written authorizations or resolutions, in a form required or acceptable to the Bank, authorizing Administrator and/or the Bank to effect the agreed to funding and payment arrangement.

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F. In the event of any dispute between Administrator and Client regarding the propriety of any request for additional funds as contemplated by E(1) above, or regarding the propriety of Administrator's actions in paying or determining to pay a claim or claims or an allocated loss adjustment expense, Client shall nonetheless permit or make the payments to the Account under a reservation of rights so that Client may enforce its rights with respect to any such payments or any other matters relating to this section.

XI. ELECTRONIC DATA PROCESSING: The Administrator shall provide the Client with electronic data processing services that will allow for the production of loss experience and transaction reports within ten (10) days following the close of each calendar month.

XII. REGULATORY REPORTING: The Administrator shall prepare all reports required by State and Federal regulatory agencies (if any) in connection with the Program, including the Self-Insurer's Annual Report required by the Department of Self-Insurance Plans.

XIII. RECORDS: The Administrator shall establish and maintain electronic claim files, claim logs, transaction documents and all other records associated with the Program. These records shall be the property of the Client. Unless this Agreement is cancelled, closed hard files, if any, shall be stored by the Administrator for five (5) years from date of closure and shall thereafter become the responsibility of the Client. Upon cancellation of this Agreement, the Client shall be responsible for maintaining and storing all data, records, etc. The Administrator shall not dispose of or destroy hard files, if any, without the prior, written authorization of the Client.

XIV. ALLOCATED EXPENSES: The Client shall pay for field investigation, defense attorneys, legal costs, remote photocopy, engineering experts, accident reconstruction experts, process servers, messenger service, court reporters, vocational rehabilitation consultants, structured settlement consultants, translators, and any other vendor necessary to administer claim files.

XV. PENALTIES: The Administrator shall be responsible for paying or appealing penalties that are caused by the Administrator. The Administrator shall not be responsible for penalties that are caused by the Client or any third parties.

XVI. INDEMNIFICATION: The Administrator shall indemnify, hold harmless, and defend the Client from all claims, legal actions, losses, expenses, injuries, or damages arising out of the Administrator's negligence or intentional wrongdoing incident to the performance of this Agreement.

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

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A. Minimum scope and limit of insurance

Coverage shall be at least as broad as:

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

(2) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Administrator has no owned autos, Code 8 (hired) and 9 (non-owned), with limit 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 limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions) Insurance appropriate to the Administrator's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. Other Insurance Provisions

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

(1) Additional Insured Status: The Client, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to lability arising out of work or operations performed by or on behalf of the Administrator 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 the Administrator's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

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(2) Primary Coverage: For any claims related to this contract, the Administrator's insurance overage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Client, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Client, its officers, officials, employees, or volunteers shall be excess of the Administrator'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 notice to the Client.

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

(5) Self-Insured Retentions: Self-insured retentions must be declared to and approved by the Client. The Client may require the Administrator to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Client.

(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 the Client.

(7)Verification of Coverage: Administrator shall furnish the Client with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Client before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Administrator's obligation to provide them. The Client reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.(8) Sub Administrators: Administrator shall require and verify that all sub

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(8) Administrators maintain insurance meeting all the requirements stated herein, and Administrator shall ensure that the Client is an additional insured on insurance required from sub Administrators.

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

XVIII. NOTICES: All notices, demands, requests, or approvals which are required under this Agreement, or which either the Client or the Administrator may desire to serve upon the other, shall be in writing and shall be conclusively deemed served when delivered personally, or forty-eight (48) hours after the deposit thereof in the United States mail with postage pre-paid.

XIX. CANCELLATION: This Agreement may be cancelled by the Client, or the Administrator, giving to the other, in writing, notice of its intention to cancel this Agreement at least ninety (90) days prior to the date of termination. Upon the date of termination of this Agreement, or the date on which records are transferred to another custodian, whichever occurs first, the Administrator shall no longer have the authority or responsibility to administer claims or perform any service on behalf of the Client.

XX. PARTIAL INVALIDITY: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

XXI. GOVERNING LAW: The validity of this Agreement and of any of its terms and provisions shall be interpreted pursuant to the laws of the State of California.

XXII. INTERPRETATION: The terms and conditions of this Agreement shall be construed pursuant to their plain, ordinary meaning and shall not be interpreted against the maker.

XXIII. ASSIGNMENT: The Administrator shall not assign, sublet, transfer by operation of law or otherwise, any or all of its rights, burdens, duties, or obligations of this Agreement without the prior, written consent of the Client.

XXIV. CONFLICT OF INTEREST: The Administrator shall avoid all conflicts of interest or appearance of conflicts of interest in performance of this Agreement.

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XXV. ENTIRE CONTRACT: This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect. Subsequent modifications shall be made in writing with the agreement of the Parties.

COUNTY:

_____
Rosemarie Smallcombe, Chair
Mariposa County Board of Supervisors

_____
Date

ADMINSURE INC.

_____
Alithia Vargas-Flores, President

_____
Date

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

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EXHIBIT A
SCOPE OF SERVICES

WORKERS' COMPENSATION PROGRAM OBJECTIVES:

- To ensure that all Workers' Compensation claims filed by the Client's employees are adjudicated on a timely basis by claims examiners licensed by the State of California and administered in accordance with the State of California Workers' Compensation Act.

- To ensure that employees sustaining work-related injuries or illnesses are provided with quality medical care and treatment in a timely manner and that claimants receive appropriate medical and rehabilitative services enabling maximum medical recovery and a safe and expedient return to work as early as possible.

- To develop and implement strategies that reduce the frequency and severity of claims.

- To maximize the usage of technology tools to enhance service delivery, reporting capabilities, and reduce redundant manual processes.

- To refine and enhance previously developed initiatives in managed care to contain program costs.

- To provide on-going review of existing practices and implementation of Best Practices to minimize the Client's Workers' Compensation Program costs and ongoing liabilities.

- Maintain regulatory compliance with applicable State, Federal and local reporting requirements for all facets of the program, including but not limited to the Workers' Compensation Program and OSHA reporting requirements.

The Scope of Work for all Third Party Administration Services will be performed in accordance with the laws, rules, and regulations of the State of California.

I. BASIC REQUIREMENTS:

1. Administrator must possess the required licenses, certifications, and insurance to perform services in every area as specified herein.

2. Administrator must have a minimum of five (5) years of experience providing Workers' Compensation Program administration for self-insured public agencies in the State of California.

3. Administrator shall provide special on-site training services when requested by Client to ensure Client personnel process Workers' Compensation claims effectively, carrying out the procedures required for a successful program.

4. Administrator will adhere to all HIPAA requirements, including the Code of Federal Regulations [45 CFR 164.512(v)] regarding "Disclosures for Workers' Compensation Purposes." Administrator agrees to execute and enter into a HIPAA Business Associate Agreement (BAA) if or when it is deemed necessary at any time by Client.

5. Administrator shall require an examiner to be available and readily respond to a Client designated staff's request for assistance with problem cases, including on-site visits if necessary.

6. Administrator will hold quarterly status meetings and annual stewardship meetings.

II. CLAIMS ADMINISTRATION:

A. STAFFING REQUIREMENTS

1. Each examiner shall have an average caseload not to exceed one-hundred sixty-five (165) open indemnity claims. Open indemnity claims may include future medical/medical only claims valued at 1/2.

2. Administrator shall provide a monthly caseload report to designated Client personnel electronically within five (5) business days of closure of the previous month.

3. Client will have final approval of any staff replacement or new hire decisions. In addition, Client will have the right to request removal of personnel assigned to this account. Removal will take effect within 30 days of written request.

4. Administrator will hire a temporary claims examiner at its own expense when an examiner or supervisor's desk has been vacant for more than ten (10) consecutive working days. This will be without regard for the reason of the vacancy.

5. Administrator shall ensure that any staff (examiners) who is assigned to Client's designated account is available to Client and its staff every business day (excluding holidays) between the hours of 8:00 a.m. and 5:00 p.m. throughout the term of this Agreement. Administrator shall provide direct contact phone numbers to contact supervisor and claims examiners.

6. Administrator shall annually certify to Client that each claims examiner handling the claims is in compliance with all legal and regulatory licensing and continuing educational requirements as presently or in the future shall be promulgated and required by the State of California. Where required by law or

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regulation, copies of all such certifications shall be provided at least annually by Administrator to Client.

B. CLAIMS MANAGEMENT

1. Administrator shall provide all forms necessary for the processing of benefits or claims information including the Employer's Report of Injury, DWC-1 Form, return to work slips, vouchers, checks, and other related forms. These forms shall be provided electronically if requested. The cost of providing these forms shall be included within the contract price.

2. Upon receipt of the Employer's Report of Injury, Administrator will prepare an individual claim file within two (2) working days for each claim. Preparation of the claim file shall include entering each new claim into the claims system and establishing appropriate reserves.

3. Future medical claims shall remain open for two (2) years from the last payment of benefit. Reviews shall be documented in the claim notes to include settlement information, future medical care outline, last date and type of treatment, name of excess carrier, excess carrier reporting level, and excess carrier reporting history.

4. Administrator will provide on-site file reviews quarterly, if requested. Other periodic on-site file reviews will include monthly "chart reviews" with select Medical Clinics or physicians along with Client staff. All reviews will be based upon the needs of Client.

5. Reserves shall be established based upon the ultimate probable cost of each claim. All reserve categories shall be reviewed on a regular basis but at least every ninety (90) days. Such review shall be indicated in the claim system's notes. Any changes to reserves shall include an explanation for the change.

6. Each claim file shall contain the examiner's plan of action for the future handling of that claim. Such plan of action shall be clearly stated including the reasoning for the plan in examiner's claim notes. The plan of action will be updated at least every thirty (30) calendar days and clearly identified in the claim system's notes.

7. Within five (5) days of knowledge of a need for an investigation, Administrator shall conduct a complete and timely investigation to determine claim compensability, nature and extent of injuries, apportionment issues and subrogation potential.

8. The compensability determination (accept claim, deny claim, or delay acceptance pending the results of additional investigation) and the reasons for such determination will be made and clearly documented in the claims

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system's notes within five (5) working days of the receipt of the notification of the loss.

9. Delay or denial of benefit letters shall be mailed in compliance with the Division of Industrial Relations' guidelines. Administrator shall simultaneously notify Client of delay or denial of any claim.

10. Client reserves its right to render a final decision on any specific case pertinent to claim compensability.

11. Payment

i. Administrator shall provide all compensation and medical benefits in a timely manner and in compliance with the statutory requirements of the California Labor Code, Administrator shall compute and pay temporary disability benefits to injured employees based upon earnings information and authorized disability periods, Administrator shall review, compute, and pay all informal ratings, death benefits, Findings and Awards, life pensions, or Compromise and Release settlements.

ii. The initial indemnity payment will be issued and mailed to the injured employee, together with properly completed notices, within fourteen (14) days of the first day of disability. Late payments must include the 10% self-imposed penalty in accordance with Labor Code Section 4650. Penalties must be reported immediately to Client.

iii. All indemnity payments subsequent to the first payment will be verified, except for obvious long-term disability, and issued in compliance with Labor Code Section 4651. Late payments must include the 10% self-imposed penalty in accordance with Labor Code Section 4650.

iv. Transportation reimbursement will be mailed within five (5) days of the receipt of the claim for reimbursement. Advance travel expense payments will be mailed to the injured employee ten (10) days prior to the anticipated date of travel.

v. Late payment of all benefits must include the self-imposed penalty in accordance with California law. Client will be provided a listing of any administrative penalties paid during the month, which were the responsibility of Administrator, together with a check from Administrator payable to Client for reimbursement.

vi. Payments on awards, computations or Compromise and Release agreements will be issued within the required time limits. Those settlements that require board approval shall be submitted to Client in a timely manner for Board review.

vii. Medical bills will be reviewed for correctness, approved for payment, and paid within the time limits established by Labor Code section 4603.2. If all or part of the bill is being disputed, Administrator will notify the medical provider, on the appropriate form letter, within the time limits established by Labor Code 4603.2.

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12. Return to Work
    i. Administrator shall provide assistance to Client in returning injured employees to modified duty while recovering and prior to their return to regular duties.
    ii. Administrator shall consult frequently with Client in those cases where the injury might involve permanent work restrictions and/or retirement potential.

13. Permanent Disability
    i. Administrator shall explain and assist injured employees in completing the necessary forms to obtain a permanent disability rating.
    ii. Administrator shall determine the nature and extent of permanent disability and arrange for an informal disability rating whenever possible to avoid Workers' Compensation Appeals Board litigation.
    iii. All permanent disability benefit notices shall be sent to the employee as required by the Labor Code.

14. Vocational Rehabilitation
    In accordance with all applicable California laws in place at the date of injury, Administrator shall:
    i. Determine the Qualified Injured Worker/Non-Qualified Injured Worker status;
    ii. Advise the injured worker of his/her right to rehabilitation benefits; and
    iii. Determine eligibility for and authorize supplemental job displacement benefits as necessary pursuant to Labor Code Section 4658.5, as well as all Vocational Rehabilitation benefits.

15. All claim files shall be reconciled to ensure all indemnity payments have been made correctly. The reconciliation should verify that payment amounts were correct, paid on the appropriate claim file, and all benefit notices were issued accordingly. The physical file should be verified with the computer information. All open claim files shall be reconciled at the time of a request for settlement authorization and at the time of submission for closure. Proof of the reconciliation should remain in the claim file.

16. Excess Insurance
    i. Administrator is the reporting agency for all excess carrier notification and shall identify and report to the excess·carrier(s), with a copy to the Client, all applicable policy reporting levels and criteria. All penalties, forfeitures or disqualifications imposed as a result of late reporting or non-compliance will be the responsibility of Administrator
    ii. Any case that has the potential to exceed or have reached 50% of Client's self-insured retention shall be reported to Client and the excess insurer in accordance with the reporting criteria established by the excess insurer. All cases that meet the established reporting criteria are to be reported to Client. All cases that meet the established reporting criteria are to be

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reported within five (5) days of knowledge in which it is known the criterion is met.

17. Administrator shall pay fines and/or penalties imposed by the State of California and/or federal government for violations of law and/or regulations arising from acts or omissions of Administrator, including Medicare set-aside violations. Furthermore, Administrator agrees to indemnify, defend and hold the Client harmless from all claims, lawsuits, demands, costs, fees (including attorney fees), judgments and liability asserted against the Client by a third party which arise out of an act or omission by Administrator in the performance or non-performance of this Agreement.

18. The supervisor must review all medical only claims open beyond ninety (90) days from the date of entry by Administrator, for potential closure or conversion to indemnity claim status. Administrator will monitor stipulated cases with future medical provisions. Reserves for future medical will be reviewed semiannually and adjusted accordingly.

19. Administrator shall maintain all loss information as required by the Workers' Compensation Insurance Rating Bureau. Administrator shall assist in the preparation of all reports that are now, or will be required by the State of California or other government agencies with respect to self-insurance programs.

20. Administrator shall record and maintain a file of all industrial injuries reported. Such files shall be made available to the Client or its designated representative for inspection or audit upon request.

21. All claim files shall be maintained in accordance with statutory time requirements and Client shall be notified prior to any destruction of files.

22. Administrator shall be responsible for the storage of closed files up to the statutory requirement. All claim information and associated data are property of Client.

C. REQUIRED CONTACTS

1. Administrator shall initiate a three (3) point contact with the Client's designated staff, injured employee, and medical provider within three (3) working days from receipt of claim. All claim files shall be reviewed at least every thirty (30) calendar days for active claims and at least every six (6) months for claims that have settled but are open for future medical care. The examiner shall distinguish the regular diary review from routine file documentation in the computer notepad. A plan of action will be included and separately labeled in the file notes during a diary review. The supervisor shall monitor the diary reviews by printing a "No Activity" report each month to identify any files that have fallen off the diary system.

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2. Employer Contact
   a. Administrator shall contact the Client's designated staff within one (1) working day of receipt of notice of a "lost time" claim by any source. Such contact with Client shall be documented in the examiner's claim notes after the claim has been created in the system.

   b. Administrator shall request the Employer's Report of Injury form from the Client when or if notification of an injury or incident by any source is received first (i.e., Application of Adjudication, notice of legal representation, or Doctor's First Report of Injury, etc.).

   c. Administrator will confirm with the Client that the DWC-1 form was given to the employee within forty-eight (48) hours of knowledge of the injury. If there is no evidence the form was provided, Administrator will provide the form with the initial contact letter to the employee within three (3) business days of receiving the claim.

D. MEDICAL ADMINISTRATION
   1. The physician's office will be contacted within five (5) days of notice of all new indemnity claims. Such contact will continue as needed during the continuation of temporary disability to assure that treatment is related to a compensable injury or illness. All contact shall be documented in the claims system's notes.

   2. Administrator shall maintain contact with treating physicians to ensure employees receive proper medical treatment and are returned to full or modified employment at the earliest possible date.

   3. Administrator shall maintain direct contact with medical service providers to ensure their reports are received in a timely manner.

   4. Administrator shall arrange medical evaluations when needed, reasonable, and/or requested in compliance with the current Labor Code.

   5. Administrator shall ensure that medical bills are reduced to the recommended rates established by the Administrative Director of Workers' Compensation. The use of a service contractor must be approved by Client. Client shall pay for the use and benefits of the services provided.

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E. LITIGATED CASES

1. Client's designated staff shall be alerted to the need for outside counsel as soon as possible, and the examiner shall appoint an attorney who is on Client's panel or in-house counsel if available.

2. When defense counsel is not necessary, Administrator shall work closely with the applicant's attorney in informal disposition of litigated cases.

3. In all cases where a third party is responsible for the injury to the employee, Administrator shall contact the Client's designated staff indicating they will pursue subrogation unless instructed otherwise by Client. When subrogation is to be pursued, the third party shall be contacted within ten (10) days of identification, with notification of Client's right to subrogation and the recovery of certain claim expenses. If the third party is a governmental entity, a claim shall be filed with the governing board within six (6) months of the injury or notice of injury.
   i. Periodic contact shall be made with the responsible party and/or insurer to provide notification of the amount of the estimated recovery to which the Client will be entitled.
   ii. If the injured worker brings a civil action against the party responsible for the injury, Administrator shall consult with Client about the value of the subrogation claim and other considerations. Upon Client's authorization, subrogation counsel shall be assigned to file a lien or a complaint in intervention in the civil action.
   iii. Whenever practical, Administrator should take advantage of any settlement in a civil action by attempting to settle the Workers' Compensation claim by means of a Third Party Compromise and Release. If such attempt does not succeed, then every effort should be made through the Workers' Compensation Appeals Board to offset claim expenses through a credit against the proceeds from the injured worker's civil action.

4. Self-Insurer's Report
   i. Administrator shall maintain records and information to complete the Public Self-Insurers Annual Report in accordance with all State of California requirements.

   ii. Administrator shall provide the Annual Report to Client no later than thirty (30) days before the date on which the annual report is due to the State.

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III. CLAIMS REPORTING/INTAKE INFORMATION SYSTEMS (CRIIS)

Administrator must host a Claims Reporting/Intake Information System, hereinafter also referred to as "System", to manage Client's extensive historical and ongoing Workers' Compensation claims data associated with its worksites. Client is seeking a web-based relational database system with the capability to exchange data in real-time or close to real-time. The Administrator and Client will utilize the CRIIS to manage all claims activity. All claims data will be the property of Client and must be made available immediately upon request by properly authorized Client personnel. The CRIIS must provide comprehensive claims data management.

A. System Security and Accessibility

System must be available during normal Client business hours (8am to 5pm PST, excluding holidays).

B. Functions and Features

1. Run real time or almost real time, on line. ("Real time" means instantaneously and "almost real time" means as soon as possible, usually, within five minutes.)

2. Capture and manipulate all third party and Workers' Compensation data elements.

3. Run reports of similar format and consistent content, for ad hoc, custom and standard reports, loss development, incurred but not reported, forecasts and detailed payment registers, and third party claims based on occurrences or claims (third party claims data are maintained on an occurrence basis) at no additional charge to Client.

4. Incorporate drop down menus for data entry.

5. Feature a "kick out" function that will reject and flag an invalid entry where drop-down menus cannot be used and will flag required fields.

6. Capture information about witnesses, including driver's license number and contact information.

7. Support automatic generation of different types of notifications via email.

8. Provide a claims-related internal calendar on which to record items such as jurisdiction deadlines and court dates.

C. Claims intake

1. System must be web-based and allow Client staff to enter incidents of industrial injury or illness.

2. System will generate and distribute the necessary new incident records (DWC-1 and the 5020)

3. System will generate automated emails, to confirm entry, and notify appropriate staff of new entry.

D. Reports

1. System must be able to generate monthly, quarterly and annual reports. Below is a list of typical reports Client requires. Additional reports may be required; Administrator will generate reports at no additional cost to Client.

    a. Subrogation recovery
    b. TTD report
    c. Open claims
    d. New claims by examiner
    e. Reopened claims by examiner
    f. Closed claims by examiner
    g. Monthly payment variance report
    h. Litigated claims report
    i. Claims in subrogation report

2. System must have ability to run ad hoc queries.

E. Implementation

1. Administrator will perform data conversion on all historical data and financial elements.

2. Administrator must be able to respond to Client's requirements promptly, restructure old data into new formats, if required, without losing data integrity.

3. Administrator will provide its standard implementation services at no additional charge.

IV. MEDICAL MANAGEMENT SERVICES

Client currently employs David Donn Consulting, Inc. ("DDC") for the enforcement and audit of its managed care program. Administrator shall work with DDC or Client's audit consultant, in the ongoing delivery of Medical Management Services. Administrator will provide Workers' Compensation "Medical Management Services"

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for Client, as further described herein. At its sole discretion, Client may employ or not employ any of the Medical Management Services listed herein.

As directed by Client, Administrator will provide the following Medical Management Services:

1. Definitions
   Administrator will provide Workers' Compensation Medical Management Services as requested by Client, including the following individual service elements:

   a. "Utilization Review" or "UR," which means the review of medical treatment requests; the determination of the appropriateness of such requests under state-mandated guidelines; the rendering, delivery and communication of such determinations in compliance with all applicable jurisdictional regulations and requirements; and any ancillary services, workflows and systems required to deliver such services. UR includes but is not limited to the following individual service components:

      i. "Nurse Review" or "NR," which means the initial review of proposed medical treatment for approval or referral to Physician Review (defined below), with such determinations made based on nationally recognized treatment guidelines such as MTUS (Medical Treatment Utilization Schedule), ODG (Official Disability Guidelines) and ACOEM (American College of Occupational & Environmental Medicine). NR includes the rendering of approval determinations and the communication of such determinations to statutorily-required parties (including but not limited to claims examiners, injured workers, physicians and medical facilities, attorneys and Client), in compliance with jurisdictional statutes and regulations.

      ii. "Physician Review" or "PR," which means the physician-rendered review of proposed medical treatment by a physician licensed and qualified to render decisions to approve, adjust or deny such treatments, in accordance with nationally recognized treatment guidelines. PR includes the rendering and communication of such determinations to statutorily-required parties (including but not limited to claims examiners, injured workers, physicians and medical facilities, attorneys and Client), in compliance with jurisdictional statutes and regulations.

   b. Delivery of documentation and information required by "Independent Medical Review" or "IMR." IMR means the process established and regulated by California Senate Bill 863, under which an injured worker may appeal a UR decision through an independent review performed by

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the organization (“Independent Medical Review Organization” or “IMRO”) designated by the California Division of Workers’ Compensation (“DWC”).

2. Services
   At Client’s sole discretion, Administrator will provide all the Medical Management Services listed in the Definitions above, in compliance with all jurisdictional statutes and regulations. If elected by Client, Administrator will cooperate with Client and make all commercially reasonable efforts to provide Medical Management Services through a subcontractor that is identified by Client as having the capability to optimally deliver all financial and operational service elements detailed in this Agreement.

   Administrator agrees to work with DDC to deliver optimal service performance, in areas including but not limited provision of staff meeting DDC requirements for experience and training, customization of Medical Management referral triggers and UR determination letters to maximize cost-efficient use of Medical Management Services and optimize Medical Management outcomes, and program reporting compliant with DDC reporting specifications. Administrator agrees to implement in full DDC’s program delivery specifications (the “DDC Model”), as detailed in the DDC Model document and updates provided from time to time by DDC and acknowledged and accepted by Administrator.

   Administrator will work in good faith with Client and its agents to implement and adhere to all commercially reasonable practices necessary to achieve Client goals for reduction of Medical Management Services usage such that Medical Management Services provide maximum efficiency as determined by Client.

3. UR Plan
   Administrator shall develop, file, and to the best of its ability obtain State of California approval of a Client-specific UR plan compliant with California Workers’ Compensation statutes and regulations. Administrator shall use commercially reasonable best efforts to obtain approval within timeframes required by the State of California.

4. Determination Letters
   When clinically appropriate, URO determination letters shall cite multiple relevant treatment guidelines when indicated, with the guidelines employed to adhere to best-practice state recommendations or requirements. The content of UR determination letters shall satisfy all Client standards.

5. UR Turnaround Time and Documentation
   All Medical Management Services and corresponding documentation will be provided within timeframes that comply with applicable jurisdictional statutes and regulations governing the delivery of UR services. All documentation issued as part of Medical Management Services will contain information that is fully compliant with all jurisdictional statutes and regulations.

Attachment: AdminSure Inc Agreement 10-1-22 to 9-30-25 final draft RS Chair (RES-2022-566 : Renewal of AdminSure Agreement for Workers'

6. Referral Criteria
   Administrator shall adhere to the referral criteria approved by Client specifying which types of treatment requests will be sent to UR and CM for Client. Administrator shall work with Client and its agents in the development of the referral criteria used to determine whether or not medical treatment requests are subject to UR/CM. Client agrees that it will make reasonable efforts to forward medical requests for authorization for which it wants Administrator to perform UR and CM services, to Administrator within 2 (two) days of Client's receipt of such requests for authorization.

7. Repricing Interface
   As directed by Client, Administrator will upload in a format acceptable to Client all treatment recommendations, limitations, and determinations to repricing systems of Client's bill review vendor, as applicable, for entry and enforcement through the bill review system employed for the review of Client's Workers' Compensation medical bills. All UR information shall be provided no later than three (3) business days subsequent to the development of this information by Administrator UR personnel.

8. Program Reporting
   Administrator will provide Client with monthly reports as specified by Client. Administrator shall provide customized program reports as directed by Client or its designees.

9. Personnel
   All personnel Administrator assigns to Client's program will be approved by Client prior to such assignment. All nurse and physician personnel providing Medical Management Services on Client cases will carry all licenses, certifications, and degrees required to provide such Medical Management Services in the applicable jurisdiction. Notwithstanding the fact that Client maintains the right to approve the assignment of all Administrator personnel, Administrator is and remains solely responsible for providing qualified personnel to perform Managed Care Services. Administrator's liability for such provision of qualified personnel is not in any way limited by Client's approval.

10. Voluntary Appeals Process
    For denied or modified treatment requests, Administrator will provide a voluntary appeals process for Client's injured employees. UR determination letters sent to Client's employees and their attorneys will include Client-approved language describing this appeals process. If desired by Client, Administrator will perform outreach to Client's employees regarding the voluntary appeals process as directed by Client, except that this process will not be performed on litigated cases.

    At Client's sole discretion, this outreach will be performed either by Administrator

Attachment: AdminSure Inc Agreement 10-1-22 to 9-30-25 final draft RS Chair (RES-2022-566 : Renewal of AdminSure Agreement for Workers'

administrative staff or clinical nurse staff. Administrative staff outreach will only include notification of injured employees of the option to employ the appeals process in cases where additional medical support can be provided by the requesting physician, and Client and Administrator will work together to develop a script that is acceptable to Client and will be followed by Administrator administrative staff. Clinical outreach will include this notification as well as clinical guidance on the reason(s) for Administrator's UR determination(s).

11. Drug/Narcotics Review Program
    If elected by Client, Administrator will implement a drug/narcotics review program whereby red flag narcotics treatment requests or activity (identified by Client or Administrator) are escalated to a specific narcotics review process. At Client's discretion, this narcotics review process may involve a heightened level of treatment review.

12. Hearing Representation
    As required by Client and in relation to the Medical Management Services rendered, Administrator will provide supporting documentation, physician reviewer and/or expert witness with appropriate qualifications at hearings and lien and other payment dispute meetings and conferences, without additional cost to Client, provided that Client has advised Administrator of said requests within fifteen (15) calendar days, or as soon as reasonably possible if Client has received less notice itself. This representation will be provided by Administrator for the duration of its provision of Managed Care Services and up to six (6) months after termination of Managed Care Services. Administrator will work with Client to ensure a mutually effective strategy for defending issues raised by Client's employee(s) and/or applicant attorney(s) on issues related to UR and IMR.

13. Data Exchange Formats
    Administrator will employ data exchange technology and security protocols that conform fully to Client requirements, and make necessary modifications to this technology and these protocols when required by Client. Administrator will support and employ a data exchange facility using secure file transfer security protocols no later than ninety (90) days following commencement of Managed Care Services, unless otherwise mutually agreed by the parties.

14. State Audits
    Administrator will perform Medical Management Services in full compliance with all requirements of California Workers' Compensation regulations. All Medical Management Services and corresponding documentation will be provided within timeframes and containing information that is fully compliant with California state statutes and regulations. Administrator will reimburse Client in full for any and all California state audit penalties incurred by Client as a result of Administrator omission or error.

Attachment: AdminSure Inc Agreement 10-1-22 to 9-30-25 final draft RS Chair (RES-2022-566 : Renewal of AdminSure Agreement for Workers'

15. SB 863
    Administrator will perform Medical Management Services in full compliance with all requirements of California Senate Bill 863 and statutes for IMR. Such compliance will include but not be limited to providing Client with all resources as required by Client for the fulfillment of IMR processes, and providing Client with UR decision information and medical necessity information as required by Client. Administrator will reimburse Client in full for all IMR costs and administrative costs related to IMR decisions that find against Client due to 1) errors that IMRO determines to have resulted from Administrator error, and 2) errors determined by IMRO to result from failure to follow UR procedural requirements specified under state regulations. Procedural errors shall include but not be limited to: missing signatures required in any Administrator documents or UR decision letters; Administrator failure to provide documentation or other correspondence (written or verbal) within required timeframes; Administrator failure to include required documentation or reports in its written correspondence; Administrator failure to review relevant medical reports in rendering UR decisions (unless Administrator requested and did not receive such reports, provided Administrator requested such reports at least one time from Client, and one time from medical provider in the event Client did not have all requested reports); and Administrator failure to identify information (e.g., MRI results) included in documentation Administrator received from Client or medical providers (provided such information is deemed by IMRO to be relevant to UR decision). Notwithstanding any language to the contrary contained herein, Administrator shall not be responsible for IMR costs or penalties resulting from IMR decisions that find against Client due to new injury information being submitted to IMRO at the time of the IMR.

16. IMR Results Tracking. Administrator shall track all IMR results that are provided to Administrator by IMRO and/or Client, whether delivered in paper format or electronically. If delivered in paper format, Administrator shall scan and convert such documents into electronic files. Administrator shall store such IMR files electronically, together with other documentation associated with each IMR's respective case.

Attachment: AdminSure Inc Agreement 10-1-22 to 9-30-25 final draft RS Chair (RES-2022-566 : Renewal of AdminSure Agreement for Workers'

EXHIBIT B
FEE SCHEDULE

This Exhibit is attached to and made part of the Workers' Compensation Program Service Agreement between Administrator and Client dated October 1, 2022.

Claims Administration Fees
For services rendered pursuant to the attached Agreement, Client will pay Administrator an annual Claims Administration Fee payable in four (4) installments each year for the period of October 1, 2022 to September 30, 2025, with the first installment invoiced on September 1, 2022 and every three months thereafter as follows:

October 1, 2022 through September 30, 2023: Four (4) Installments of $$20,496
October 1, 2023 through September 30, 2024: Four (4) Installments of $$21,111
October 1, 2024 through September 30, 2025: Four (4) Installments of $$21,744

These fees are premised on an estimated annual claims volume of 54 files. Should the actual annual claims volume be less than or exceed these estimates by 15%, then both parties will agree to negotiate in good faith, a reasonable fee adjustment.

Utilization Review Fees

Nurse Review	$85.00 per review (includes all non-Physician Review services detailed in Scope of Services for UR of this Agreement (Exhibit A)
Physician Review	By specialty, billed in increments of no more than 10 minutes: $115.00 per hour – Chiropractic $175.00 per hour – Occupational therapy, acupuncture, general medicine $200.00 per hour – All other specialties
Program reporting, as specified by County	No fee
Utilization Review system access	No fee
Hearing/Dispute Representation (documentation and human representation as required by County)	No fee

Attachment: AdminSure Inc Agreement 10-1-22 to 9-30-25 final draft RS Chair (RES-2022-566 : Renewal of AdminSure Agreement for Workers'

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Proclaim the Month of October 2022 as Breast Cancer Awareness Month

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RECOMMENDATION AND JUSTIFICATION:
Proclaim the Month of October 2022 as "Breast Cancer Awareness Month" and October 21st as "Mammography Day".

This proclamation will bring attention to breast cancer awareness. Increasing the awareness of the impacts of both breast cancer and of early detection and intervention may lead to increased screening/mammography and decrease the burden of disease in the community.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has previously recognized this month as "Breast Cancer Awareness Month" via proclamation and in 2017 for the first time, the Board recognized "Mammography Day".

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Choose not to pass the proclamation and not recognize the impacts of breast cancer.

ATTACHMENTS:
October 2022 Breast Cancer Awareness Month (PDF)

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

The Mariposa County Board of Supervisors

proclaims

THE MONTH OF OCTOBER and OCTOBER 21st, 2022

as

"Breast Cancer Awareness Month" and "Mammography Day"

WHEREAS October is Breast Cancer Awareness Month; and

WHEREAS October 21st is Mammography Day; and

WHEREAS, breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women; and

WHEREAS, approximately 14 women each year in Mariposa County are diagnosed with breast cancer, one third of these women are not diagnosed until they are at an advanced stage of the disease, and the majority of these women are between the ages of 50 and 74; and

WHEREAS, mammography, an x-ray of the breasts, is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment are believed to have significantly reduced the number of deaths caused by breast cancer.

NOW, THEREFORE, BE IT PROCLAIMED that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, do hereby proclaim October, 2022 as **"BREAST CANCER AWARENESS MONTH"** and October 21st as **"MAMMOGRAPHY DAY"** in Mariposa County.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 4th 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: October 2022 Breast Cancer Awareness Month (2022-96 : Proclaim the Month of October 2022 as Breast Cancer Awareness Month)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Proclamation - Domestic Violence Awareness Month

RECOMMENDATION AND JUSTIFICATION:

Proclaim October 2022 as "Domestic Violence Awareness Month".

BACKGROUND AND HISTORY:

The Board has approved this and similar Proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve and miss the opportunity to draw attention to this important issue.

ATTACHMENTS:
Domestic Violence Awareness Month Proclamation '22 (DOCX)

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

The Mariposa County Board of Supervisors

proclaims

The Month of October 2022

as

"Domestic Violence Awareness Month"

WHEREAS, domestic violence is the willful intimidation, physical assault, battery, sexual assault, and/or other abusive behavior as part of a systematic pattern of power and control perpetrated by one intimate partner against another; and

WHEREAS, domestic violence is prevalent in every community, and affects all people regardless of age, socio-economic status, sexual orientation, gender, race, religion, or nationality; and

WHEREAS intimate partner violence accounts for 15% of all violent crimes. Nearly, 20 people per minute are physically abused by an intimate partner in the United States; and

WHEREAS, on average, it takes seven times for a domestic violence victim to leave their abusive relationship. Decisions to go back are based on barriers such as fear, intimidation, trauma bonding, financial stability, children, and much more; and

WHEREAS Mariposa County is not sheltered from the impacts of domestic violence. Mountain Crisis Services from October 2021 to present has supported 96 individuals who called the 24/7 crisis hotline. Along with, responded to 11 calls from Law Enforcement and 4 calls from John C Fremont Healthcare District; and

WHEREAS Mountain Crisis Services has provided crisis response, counseling services, and legal advocacy for 139 survivors, and housed 29 survivors and their children with emergency shelter services accounting for 1392 bed nights within the past year; and

WHEREAS Mountain Crisis Services diligently works to prevent domestic violence by continuing to serve survivors of such abuse, bring awareness to our community by utilizing social media, hosting awareness events, and continues to speak out about domestic violence, while continuing to collaborate and train agencies within Mariposa Community who work directly with survivors; and

WHEREAS Mountain Crisis Services will pursue in educating our community on the dangers and complexities of this heinous crime, while serving and supporting past and future survivors with 100% confidential services.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County proclaims the month of October 2022 as **"Domestic Violence Awareness Month"** in Mariposa County and proclaims October 20th as **"Purple Day"** to support and recognize domestic violence survivors and awareness efforts throughout the County.

PASS AND ADOPTED by the Board of Supervisors of Mariposa County this 4th 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: Domestic Violence Awareness Month Proclamation '22 (2022-97 : Proclamation - Domestic Violence Awareness Month)

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive Minutes of the Committees

TITLE OF PRESENTATION:
Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2.

BACKGROUND AND HISTORY:
A Committee Policy was adopted by Resolution 22-115.

Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board will not receive the minutes and the committees and Clerk of the Board will be out of compliance of Mariposa County Resolution 22-115.

ATTACHMENTS:
8.3.2022 BHB Meeting Minutes (1) (PDF)
9-12-22 IHSS Advisory Committee Meeting - Minutes (PDF)
220630 AAC DRAFT MINUTES (DOCX)
220817 Amended Draft Minutes with Attachments (PDF)
220907 CCAC DRAFT Minutes (PDF)

RESULT: INFORMATION RECEIVED BY CONSENT VOTE

BEHAVIORAL HEALTH BOARD

of Mariposa County
Post Office Box 784
Mariposa, California 95338
(209) 966-3222

BEHAVIORAL HEALTH BOARD MEETING
MINUTES

August 3, 2022
12:30 p.m. – 2 p.m.
Mariposa County Health & Human Services – Mariposa Conference Room
5362 Lemee Lane, Mariposa, California 95338

To attend on computer or smartphone (audio only) login to Zoom:
https://zoom.us/j/98598345239?pwd=OHNVVldlZ2dvUHdkWHJxdEFyR0o3Zz09
Meeting ID 985-9834-5239, passcode 123456

To attend via telephone, call 1-669-900-6833, then at the prompts enter the following:
Meeting ID 985-9834-5239, participant ID #, passcode 123456

Members Present: Ellie McQuarrie, Cpt. Sean Land, Paul Brickett, Matt DiPirro, Debbie Woodbury, Rosemarie Smallcombe, Olga Leonard

Members Excused: None

Members Absent: None

Guests Present: Athena Land, Bryan Blew, Marcus Newman, Jennifer Gamble, Debra Barcello

Staff Present: Sarah Higgs, Sheila Baker, Gosia Garcia

Quorum: Yes

I. **Call to Order/Roll Call:** Meeting was called to order at 12:30 p.m. by Cpt. Sean Land. Roll call introductions were made.

II. **Mission Statement:** The mission statement was read by Cpt. Sean Land.

III. **Confirm Covid emergency and vote to extend option for teleconferenced BHB meetings as now required by AB361:** Ellie McQuarrie made a motion to approve option for teleconferencing, and Sean Land seconded the motion. All members present voted "aye," none were opposed, none abstained. Vote was unanimous 7:0.

IV. **Approval of Meeting Minutes for June 1, 2022 (attachment):** Ellie McQuarrie made a motion to approve minutes, and Sean Land seconded the motion. All members present voted "aye," none were opposed, none abstained. Minutes for June 1, 2022 were approved.

V. **Public Comments:** Marcus Newman asked how many adults in Mariposa County are diagnosed with PTSD. Sheila responded that latest statistics show there are 1 in 8. Brian Blew commented that due to the Oak Fire, community members have experienced trauma. Sheila agreed this is relevant now.

Approved 9/1/2022

Attachment: 8.3.2022 BHB Meeting Minutes (1) (13242 : Receive Minutes of the Committees)

VI. Agenda Items

A. Announcements:

1. Athena Land from Probation will be transitioning to join the BHB.
2. Joint Information Committee (JIC) is working on messaging for mental health care.
3. September is National Suicide Awareness Month. The Oak Fire put a hold on some of the work, but team is simultaneously working on messaging for social media and newspapers, etc.
4. Proclamation for National Suicide Awareness Month will be presented by the BOS on Wednesday, September 14, 2022, at 10am in the HHSA Mariposa Room.

B. Committees/Community Partner Reports:

1. **Mariposa Heritage House:** Debra Barcelos reported that plans continue for the bus ride to the Recovery Happens Rally at the California State Capitol on September 7, 2022.
2. **Mariposa Minds Matter:** Janice Braly reported that the MMM team has been on a break but will resume meeting in August and make plans for future events including the movie event for veterans – Forgotten Battalion. Donya will send email out with info on how to stream the movie.
3. **Connections:** No report.
4. **Probation:** Matt DiPirro reported Probation is taking steps to provide case management services and will have case manager at the jail who will identify needs of inmates prior to releases. Probation has assisted DA to collect data on how well we are doing and areas for improvement. Athena will get info and bring it back to the BHB.
5. **Native Solutions:** No report.
6. **Mariposa Safe Families:** No report.

C. Old Business:

1. **Discussion and direction of Mariposa County Data Notebook 2022: Impacts of the Covid-19 pandemic on Behavioral Health Needs and Services; due October 28, 2022 (attachments x3):** Sean Land asked for volunteers to work on the data notebook and bring back to the BHB for approval in September. Paul Brickett, Rosemarie Smallcombe and Debbie Woodbury volunteered. Donya will help coordinate a meeting time.
2. **Presentation with discussion and direction of Stakeholders Focus Group on Planning Grant, by Baljit Hundal:** Tabled for next meeting.
3. **Consider and approve Mariposa Minds Matter event "Veteran's Movie Night – The Forgotten Battalion:"** Vote will be tabled for next meeting. Information on how to stream the movie online will be sent out in email.

D. New Business:

1. Vote to submit recommendation to the BOS to approve Jennifer Gamble as a member of the Behavioral Health Board: Rosemarie Smallcombe made a motion to approve, and Debbie Woodbury seconded the motion. All members present voted "aye," none were opposed, none abstained. Vote passed unanimously 7:0.

E. Review and Discuss Policy/Legislative Issues Relevant to the BHB:

Rosemarie Smallcombe reported a lot has been proposed by Senator Susan Eggman that relates to mental health issues. Rosemarie will give update at next meeting. 988 suicide and crisis lifeline began 7/16/22. CARE Court - the BHB should understand what is being proposed. Matt DiPirro suggested having Pete Judy address CARE Court with the BHB and can schedule for the meeting in September. Sheila Baker mentioned that Baljit Hundal had brought up at the last meeting the possibility of opting out of Assisted Outpatient Treatment (AOT) due to CARE Court, so we don't have two programs. CARE Court will be mandated and AOT is optional.

Approved 9/7/22

Attachment: 8.3.2022 BHB Meeting Minutes (1) (13242 : Receive Minutes of the Committees)

BEHAVIORAL HEALTH BOARD
of Mariposa County
Post Office Box 784
Mariposa, California 95338
(209) 966-3222

F. Review and Discuss BHRS Contracts (Quarterly): The list of contracts was handed out previously. Paul Brickett asked how the annual total budget increased over the year and how spending has changed over the years. Sean Land reminded everyone that grants play a significant role in spending and a deeper dive might be required – to separate what is grant-funded versus funds that come out of the general fund. Joe Lynch did a presentation regarding this to the BOS and Rosemarie Smallcombe might have a digital copy. Gosia Garcia will run the numbers for contractors and come back to next meeting with more answers. What is the information we need to address concerns that are being raised? Paul asked about the number of contracts over the years, whether they are increasing or decreasing. Because of various pieces of legislation there is more money coming in for mental health related services, homelessness, substance use, etc., and more money is flowing into counties now than in past, and we are spending more now than we did 6 to 8 years ago. Gosia mentioned there are now more mental health clinicians and number of staff is growing. Brian Blew made a comment that BHRS is working smarter with contractors now than they have before to provide better coverage in a greater way at a lower cost; having contractors provide services saves money rather than having employees, and it is better for the community because they have more options and clients feel better going to contractors sometimes than to the county. Native Solutions started doing PC1000 on July 1, 2022. If anyone is interested in RFPs (request for proposal), Rosemarie will ask staff to provide and send out via email. For comments, best to go through the Board of Supervisors office or CAO's office. Gosia will check with Randy Ridenhour to get updated list of contracts and send out.

G. Staff Reports:

1. **Acting Director of HHSA:** Joe Lynch not present.
2. **Director of Health Services:** Baljit Hundal not present.
3. **Deputy Director of BHRS:** Sheila Baker reported:
    i. A lot has been on hold due to the Oak Fire. The Local Assistance Center (LAC) has been a success and is being extended to tomorrow – 9am to 7pm, to provide support to community members who were impacted by the fire. The response has been amazing, and Sheila expressed her gratitude to everyone helping.
    ii. BHRS is in the process of hiring two new peer supports – one for Children's & Family Team and one for SUD Team.
    iii. Conversation about trend - less employees are interested in working for public services and more employees want to telework. As telehealth continues beyond Covid, this is something that all counties will be looking at in order to retain staff in the future.
    iv. Jail-based services (provided by HHSA) started on July 1 and have been very successful so far – they do med management, nursing, and clinical program.
4. **Financial:** Gosia Garcia reported fiscal year 21-22 is still a little behind due to Covid. All adjustments have been made by the Auditor's office but there might be a few invoices left which will go through in next couple of weeks. Gosia will have Donya send out report in email.
5. **Quality Assurance:** Sarah Higgs gave report.

Approved Minutes

Attachment: 8.3.2022 BHB Meeting Minutes (1) (13242 : Receive Minutes of the Committees)

VII. Adjournment: Meeting was adjourned at 1:45 p.m.

Next Meeting: The next meeting will be held on September 7, 2022 at Mariposa County Health & Human Services, 12:30 to 2 p.m.

Submitted,

Donya Evans

Recording Secretary

Approved 9/7/2022

Attachment: 8.3.2022 BHB Meeting Minutes (1) (13242 : Receive Minutes of the Committees)

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES

Monday, September 12th, 2022

Video Conference

Members Present: Dana Hallett, Eva Adams, Laura Conger & Mary Wilson

Members Absent: N/A

Union Representative(s): Luis Bautista

Staff Present: Christy McCarthy, Janet Gass & Jason Allen

Board Of Supervisors (BOS) Liaison(s): N/A

Guest(s): Chriss Kleiman-Moore

Recording Secretary: Jason Allen

DRAFT

Attachment: 9-12-22 IHSS Advisory Committee Meeting - Minutes (13242 : Receive Minutes of the Committees)

Call to Order and Introductions: Seeing a quorum, the regular meeting of the In-Home Supportive Services Advisory Committee was called to order at 1:32PM by Chair Dana Hallett. The Committee proceeded to consider the agenda and the following actions were taken or direction given:

1. Public Comments:
    a. N/A.
2. Resolution:
    a. Resolution No. 2022-001: A resolution proclaiming a local emergency, ratifying the proclamation of a state of emergency by the Governor of the State of California on March 4th., 2020 regarding an outbreak of respiratory illness due to a novel coronavirus (a disease now known as Covid-19), and authorizing remote teleconference meetings of the Mariposa County In-Home Supportive Services Advisory Committee for the period of September 12th., 2022 – October 12th., 2022 pursuant to Brown Act provisions.
        i. By unanimous vote, the committee approved the motion of Mary, with a second by Eva, to approve authorizing remote teleconference meetings of the Mariposa County In-Home Supportive Services Advisory Committee for the period of September 12th., 2022 – October 12th., 2022.
3. Approval of September 12th., 2022 Agenda:
    a. By unanimous vote, the committee approved the motion of Mary, with a second by Eva, to approve the September 12th., 2022, agenda.

DRAFT

Attachment: 9-12-22 IHSS Advisory Committee Meeting - Minutes (13242 : Receive Minutes of the Committees)

4. Approval of August 8th, 2022 Minutes: **(Attachment A)**
    a. By unanimous vote, the committee approved the motion of Mary, with a second by Eva, to approve the August 8th, 2022, minutes.
5. UDWA - Union Status Update:
    a. Per Luis, during the provider orientation on 10/12 UDWA will be providing personal protective equipment (PPE) and may be bringing food boxes to distribute. More info on the location, time and logistics will be coming soon.
    b. Luis will send info on the percentage of providers that are part of the union.
6. Old Business:
    a. Outreach Flyer:
        i. Per Jason, one went out on social media and one is being given in-person at the senior center.
7. New Business:
    a. No comments.
8. Committee Goals:
    a. Continue recruiting efforts.
9. Committee Concerns:
    a. Mary mentioned that someone in the community asked her if they would have their property seized if they sign up for IHSS, per Janet IHSS does not, though she cannot speak for the medical program which is required in order to receive IHSS.
10. Updates:

DRAFT

Attachment: 9-12-22 IHSS Advisory Committee Meeting - Minutes (13242 : Receive Minutes of the Committees)

a. BOS Update - Rosemarie Smallcombe:

   i. Governor's Master Plan on Aging - Rosemarie Smallcombe:

      1. Per Rosemarie, the introductory meeting for the CA2030 Steering Committee meeting which is intended to look at how best to organize for service delivery to seniors and disabled folks in California is scheduled for October 6th. She will report to everyone on this at the next IHSS Committee meeting.

   ii. Americans With Disabilities Act (ADA):

      1. No comments.

b. Agency and Branch Updates:

   i. Christy – IHSS:

      1. Per Christy, 15 new applications were received in August and 2 new applications were received so far in September.
      2. During the heat wave, IHSS reached out to all clients to inform about cooling centers.
      3. A total of 400 IHSS handbooks were ordered in Oct. 2021 and the supply has been exhausted, more have been ordered.
      4. Janet staffed the HHSA booth at fair. IHSS is hoping to see an uptick in applications because of this.

   ii. Janet – Public Authority:

      1. Per Janet, while staffing the fair, she did not see any IHSS applications taken but did answer a few IHSS questions.

DRAFT

Attachment: 9-12-22 IHSS Advisory Committee Meeting - Minutes (13242 : Receive Minutes of the Committees)

2. After the Oak Fire and as of 7/22, orientations have been postponed. Currently restarting in a new room at HHSA.
3. Extended the airing of the radio ad, been going since end of July.
4. 4 new registry providers have signed up over the last month or so.

11. Financial Update:
    a. Coming in October 2022.
12. Next Scheduled Meeting Date: October 11th, 2022 (October 10th is a holiday)
13. Adjournment: @ 1:47 PM

DRAFT

Attachment: 9-12-22 IHSS Advisory Committee Meeting - Minutes (13242 : Receive Minutes of the Committees)

MARIPOSA COUNTY
AGRICULTURAL ADVISORY COMMITTEE

MEETING MINUTES DRAFT

DATE: **THURSDAY, June 30, 2022**
TIME: **8:30 A.M. (Meeting started at approx. 8:45 A.M. due to technical issues)**
LOCATION: **BOARD CHAMBERS, UPPER LEVEL**
GOVERNMENT CENTER
5100 BULLION STREET
MARIPOSA, CALIFORNIA

1. **Roll call and Introductions: Members Present:** Tony Toso, Chair; Elnora George (on the phone), Carla Kelly, David Mecchi. **Members Absent:** John Shimer. **County Staff Present:** Sarah Williams, Steve Engfer, Katy Casner and Carol Suggs, Planning Department; Marshall Long, District III Supervisor; Mick Herman, District III Planning Commissioner; Vince Kehoe, Assessor-Recorder; Monica Nielsen, Ag Commissioner and Fadzayi Mashiri, Farm Advisor. **Public Present:** None.

2. **A resolution of the Agricultural Advisory Committee (AAC) proclaiming a local emergency, ratifying the proclamation of a state of emergency by the Governor of the State of California on March 4, 2020 regarding an outbreak of respiratory illness due to a novel coronavirus (a disease now known as Covid- 19), and authorizing remote teleconference meetings of the legislative bodies of the Agricultural Advisory Committee for the period from June 30, 2022 to July 30, 2022 to pursuant to Brown Act provisions**.

   By Motion of Mecchi, seconded by Kelly, the AAC approved the resolution as presented. Motion Moved

   Ayes (4) TOSO, GEORGE, KELLY, MECCHI

3. **Elections of Officers for 2022**
   By Motion of Mecchi, seconded by Kelly, the AAC moved to appoint Toso as the chair and Shimer as the Vice Chair of the committee for 2022. Motion Moved.

   Ayes (4) TOSO, GEORGE, KELLY, MECCHI

4. **Persons wishing to speak on a matter not on the agenda**, but within the jurisdiction of the committee. None.

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5. **Approval of Minutes from:** October 21, 2021

   By Motion of Kelly, seconded by George, the AAC approved the minutes of October 21, 2021 with the following corrections offered by Toso: Page 3 "Toso provided a report on various *CCAC sponsored* bills…" After 332 Senate Bill in the parentheses edit to read*: (liability standards raised from standard negligence to a gross negligence standard).* Motion Moved.

   Ayes (3) TOSO, GEORGE, KELLY
   Abstain (1) MECCHI

6. **Action Items - Recommendation Requested**

   1. **Conditional Use Permit (CUP) Application No. 2022-067; Marteen Besteder, applicant.** A proposed vacation rental on an Agricultural Exclusive zoned parcel with no on-site manager located at 5835 Allred Road in Mariposa (APN 014-070-0070). Recommendation to Planning Commission.

      Presentation was provided by Casner and she stated that the applicant was on the phone and could answer any questions if needed.

      Discussion was held regarding the specific property, the Conditional Use Permit Process, the history of the need for an on-site manager for AE zoned properties that want to pursue a Vacation Rental, the control of any issues that arise without having an on-site manager and the opportunity for the public to comment on the Conditional Use Permit.

      Public Comment: None.

      By Motion of Mecchi, seconded by Kelly, the AAC recommended that the Planning Commission adopt a resolution approving the Conditional Use Permit for the project as presented. Motion Moved.

      Ayes (4) TOSO, GEORGE, KELLY, MECCHI

   2. **Annual Review of $3,000 Income Requirement Established by Board of Supervisors Resolution No. 10-150.**

      Engfer gave presentation.

      Brief discussion was held including clarifications regarding this requirement for intensive operations on 40-acre minimum. Per Casner there are very few operators using intensive agricultural use to qualify for compliance.

      By Motion of Kelly, seconded by Mecchi, the AAC recommended that the $3,000 income requirement established by the Board of Supervisors by Resolution 2010-150 remain without any changes. Motion Moved.

      Ayes (4) TOSO, GEORGE, KELLY, MECCHI

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3. **Review of Rules for LCA Program –** Discussion and Possible Recommendation to the Board of Supervisors for pursuing changes to Board of Supervisors Resolution 10-150; Supervisor Long.

   Engfer made the presentation.

   Discussion was held. Following is a summary.

   Long clarified that he was seeking to change the reporting cycle from 2 years to 4 to lessen the load on the Planning Department.

   Kehoe expressed concern that his office was not initially contacted as they have just as much work regarding the reporting as Planning. He notes that increasing the term would increase his office's work because of the way that they determine values on the properties which is a time-consuming process. He requested that the reporting cycle's term be left as is.

   Nielsen expressed her desire to obtain crop data, rent prices etc. for the annual crop report.

   Kehoe explained that certain information is held confidential and could not be provided, such as rents.

   Williams explained the reporting process: reports go to the Assessor's office and rents are redacted and then the reports are sent to Planning. She did mention that while rents are redacted that there is information on the reports that would be of value to the Ag Office.

   Nielsen concurred about confidentiality and stated that they destroy their information that they receive from the public once they have compiled data for the ag report.

   Long inquired as to how property values were determined prior to 2010, when reports were not mandatory and apologized for not including Kehoe's office in sooner on the discussion.

   Kehoe stated that he was unaware how values were done prior to 2010 but did mention that they can be done, but that it would be a longer process and put a strain on staff.

   Long understood and mentioned finding a way so that the Assessor gets what they need without compromising the Planning Department and suggested that the reports be done separately.

   Williams explained that prior to 2010, Becky Crafts (the Assessor at that time) had sent out letters to LCA contract holders requesting information. She didn't always have a good response. She mentioned that the Ag Commissioner had asked to be included in this discussion so that she could obtain certain information and Williams stated that she would like to have the Ag Commissioner's office assist Planning with a portion of their review when it comes to determining customary grazing capacity for commercial ag production and to help with any concerns regarding producers claiming an intensive operation.

   Long suggested that another meeting be set up to further discuss issues and possibly come

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up with different policy amendment suggestions.

Williams stated that if there are other items to be considered for possible amendments those could be discussed as well.

Miranda stated that there is an issue with current violations on Williamson Act contracted parcels regarding illegal marijuana grows. The remedy currently in the policy is non-renewal as there is no mechanism in place that allows for an immediate remedy (cancellation). When a violation exists for a contract holder, they are still getting the tax benefit while being in non-compliance which is a contradiction. Miranda explained that all they can do is write them letters asking them to comply.

Williams explained that this was not an issue that the County faced when the committee was putting together the draft policies prior to the new policies being adopted in 2010. The concentration at that time was to beef up the rules, recognizing that real operators need this benefit. She suggested that something be included in an amended policy that will address new issues such as if the contract holder is in compliance with their contract but is growing marijuana elsewhere on the property. Do we non-renew? We have zoning codes to address the commercial marijuana issue.

Engfer mentioned another noncompliant scenario where the property is nonrenewed and according to policy they are required to be compliant until the nonrenewal process is completed. During that time, they cannot come in for a building permit because they have to demonstrate an ag operation (be in full compliance with their contract).

Williams read a section of policy regarding new dwellings on Williamson Act contracted properties.

Miranda noted that there are varying degrees of violations besides marijuana and cited campgrounds as another violation that she has seen. She again stated that contract holders are receiving a big benefit while a violation exists, and she has no 100% effective mechanism to enforce.

Kelly remarked that commercial marijuana is not legal in Mariposa County and as an illegal activity it is an extreme violation of the Williamson Act. She expressed the need to speed up the process when a violation occurs, stating an expulsion out of the contract might be considered. Whether it is marijuana, vacation rentals or campgrounds they are all violations.

Williams explained that there are a few enforcement actions that the LCA policy describes, but would need the assistance of county counsel:

1) Breach of Contract Claim 2) Material Breach 3) Seek Non-Renewal

Williams explained that we currently use the non-renewal choice which gives the property owners a year to come into compliance before the county will initiate the non-renewal. Williams suggested that we could seek the breach of contract action.

Long stated that perhaps code compliance committee get involved so that we can get more

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teeth in the policy instead of having to go through County Counsel and the court process. We need to have a way to cite these violators.

Williams stated that we have authority to assess penalty on illegal operations, but do not have the support today to use these penalties. If we got the support to use this on illegal operations such as these, that would be helpful.

Long mentioned that hemp is now considered an ag crop per the farm bill.

Toso commented that horse operations have similar conflicts.

Long stated that commercial marijuana is legal in California but not in Mariposa County. We don't want to make it so if they do something illegal, they can get out of the contact quicker. The 20-year contract was an incentive, and it is more restrictive so that people were more committed to the program. If we set up a system to get out quicker that is a disservice to the county. Needs to be punitive, punish the landowner not the property.

Williams we could add that to the discussion at a future meeting (how to treat the illegal marijuana operations and the ability to assess penalties through the building code).

Kelly suggested that the DA be contacted for advice and how we can use what we have already on the books.

Williams stated that we would involve County Counsel and the District Attorney.

Kelly stated that it has been her observation that the common attitude on the other side of the law is that they thumb their nose at us because we have no teeth. This needs to be the issue that we take a stand on so the rest of code enforcement can follow.

Kehoe stated that there is a reason that we have the Williamson Act for open space, so families can retain their family ranch. What Long said is a key statement, penalize the offender and not the property so that the open space remains.

Mecchi stated that if the enforcement on the commercial marijuana grows is done then that may deter other violations such as campgrounds from occurring.

Long we will schedule another meeting and just have a discussion based on the Williamson Act.

Williams we will get a meeting together and notice it. Get the support from the Ag Committee so we can move forward.

Herman sought clarity on removing contract holders that have illegal operations but are compliant in other ways.

Williams answered that what Kehoe and Long have articulated is that we penalize the offender not the property. If the property is being used correctly but doing something illegally it is not in compliance.

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Long concurred and stated that hurting them in the pocketbook will get them to comply and keep property in the Williamson Act.

Mashiri inquired if there was any part of Williamson Act contracted lands that could be used for campgrounds.

Williams replied that campgrounds are not allowed. She explained that when someone goes into the contract it is voluntary, they intend on using the land for commercial ag uses for the long term and they accept the policies. There is a list of ag uses and a list of compatible uses. Everything else is not allowed. Contract holders are getting significant tax reductions and they can't have anything that takes away from the ag use. All of these restrictions are discussed with the applicants.

Mashiri explained that there are a lot of people who do not understand the significance of ag uses. Agreeing that the contract holders get a benefit but suggested that another benefit would be having people be able to visit these lands to see how ag works, perhaps through agritourism or a campground that is not evasive to the ag.

Engfer stated that a use related to that would be whether a vacation rental can be allowed on Williamson Act properties. Houses are excluded from the tax reduction; they are assessed at market value.

Long concurred with Engfer that this be a discussion.

Kehoe noted that other residences on property are for people that are working on the property.

Toso stated that he was part of the working group from 2006- 2010 and recalled that his emphasis was that we need to honor the taxpayer and not compromise the integrity of the program (contract) and protect the ag community. In 2014 there was a proposal for a possible moratorium on Williamson Act contracts and this room was full of people who wanted to honor that resource. Their message was clear. On the flip side we need to honor and respect the land and play by the rules. The Department of Conservation has a minimum set of rules, and each county is allowed to be stricter. Toso stated he is in favor of streamlining but not to compromise the integrity of the program. If the Assessor needs good data, we need to support that. He concluded by saying that all opinions here today have been great.

7. **Correspondence:** None

8. **Informational Items**: no action will be taken by the Committee.

    1. 2019-2020 LCA Biennial Review: Progress Update provided by Casner with a power point presentation.
    2. Commercial Livestock Pass Program: Information provided by Nielsen. Toso added information.

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3. Board of Supervisors Activities: Information provided by Long on the budget, reserves and TOT revenues, commented on the Park Reservation System and mentioned open county staffing positions.
4. Planning Commission Activities: Information provided by Herman regarding The Grove House project that will be coming back to the Commission.
5. Member and Staff Activities: None.
6. Planning Department: Information provided by Williams regarding the LAFCo annexation to make the service area boundary for MPUD the same as the Town Plan boundary. Toso stated that there is grant money out there for a push to expand packing capacity due to supply chain interruption. Long stated that Mashiri and he are collaborating try to get the producers to work on a co-op mobile processing unit, a locker, marketing local ranch raised beef and educational program for butchering program in schools. Toso spoke of a variety of media that is being sponsored through the California Cattlemen's Association (CCA). He mentioned a podcast "Stories from Cattle Country".
   Engfer provided info on the SALC Grant and Terra Count Grant.

9. **Set next meeting** August 11, 2022 8:30 a.m. upon confirmation of room availability

There being no further business the meeting was adjourned at approximately 10:18 a.m.

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MARIPOSA COUNTY
Code Compliance Advisory Committee

MEETING #13 DRAFT AMENDED MINUTES

New (amended) text shown in colored underlined font
Deleted (amended) text shown in strike through font

DATE: August 17, 2022
TIME: 2:00 - 4:00 PM
LOCATION: Board of Supervisors Chambers, 2nd Floor
5100 Bullion Street, Mariposa CA

1. **Call to Order and Welcome at 2:02 PM by Chair Woblesky.**

   CCAC Members Present: Gabe Edwards, Robert Fox, Colleen Rhodes, Karen Smith, Danette Toso, and Karen Woblesky. Nancy Kemp arrived at 2:09 p.m.

   CCAC Members Excused: Lydia Clary and Eileen Collins

   County Staff Present: Deb Willis, Corrina Miranda and Sarah Williams. Samuel Cerveny arrived at 2:23 p.m.

   Public Members Present: Al Golub, Ken Melton, Madison Kirkpatrick (*Mariposa Gazette*) and Jeannine Marsh. Linda (unknown last name) attended by phone.

2. **Brief Follow Up re: Mariposa Resident, Judy Burden and her Public Comments made Regarding Public Nuisance and Pit Bulls**

   Toso stated she contacted Mariposa County Animal Control. The item is under investigation.

3. **Approve Minutes of CCAC Meeting #12, 7/20/2022**

   No quorum available to consider; item continued. (Note – item was considered at 2:48 p.m., when a quorum was available.)

4. **Presentation/Discussion/Possible Action re: Communication: Website Evaluation and Recommendations by CCAC Member Nancy Kemp**

   The Chair announced that this item will be considered later. (Note – item was considered at 2:50 p.m.)

5. **Presentation/Discussion/Possible Action re: Vehicle Abatement Program by CCAC Member Karen Smith**

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Smith gave a presentation, reviewing the information she'd provided in the packet. Smith contacted the Sheriff's Department about the program, however they didn't return her call.

The program is an agreement between Highway Patrol, DMV and the County. Money is put aside from DMV fees and sent to County. Fee can be $1 or $2 per vehicle.
Program can be under Sheriff's Department or any other department that has enforcement authority.

Program not available for any vehicle that has tanks, such as RVs or boats.

When the regular enforcement process for junk vehicles is followed and doesn't work, the funds can be used to haul vehicles away, using contracted vehicle dismantling business or towing company.

Mariposa County doesn't have auto dismantler in county, which is an issue for the program to be successful in the county.

According to DMV records for 2021, Mariposa County has 29,094 vehicles that would be contributing to the program.

It costs about $2,000 to haul off a vehicle and get it disposed of. County could do 14 or 15 vehicles annually with income from this program, if the $1 per vehicle fee is charged.

Smith thinks we may not have enough vehicles to make the program worthwhile. Applications for the program are received one time per year, in August.

Toso said there are charities that will take junk vehicles too and it doesn't cost the county anything. Is a tax write-off.

Miranda said it is easy to use charities if the vehicle's title is available. The problem with using an unlicensed individual is that the vehicles can end up on another property. There's both a voluntary and compliance component to the issue.

Woblesky asked if we could use the ARPA funds to do this.

Miranda said that the program will involve the Sheriff's office, as the Sheriff's Office oversees the vehicle abatement per County Code. If the program is done on a voluntary basis by the property owners, the Sheriff's Office doesn't need to be involved. If there is title, then CHP doesn't have to be involved.

Smith feels we shouldn't get Mariposa County involved in the state program at this time. Would be a minimum of two years before any money comes in to do work. Should pursue voluntary abatement using ARPA funds.

Edwards said there is a value to scrap metal. He suggested making some ARPA funds available during the first year, while we apply to the state program.

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Edwards suggested using ARPA funds to launch program, while waiting for state program to get in place.

Motion by Edwards to 1) approach Dallin Kimble, CHP and Steve Dahlem, 2) move forward with a program with a formal proposal, where abatement is done on voluntary basis and 3) keep an eye on applying to state program during the next 10-12 months.
Second by Kemp.
Motion passed. 7 ayes.

Smith will continue with next steps.

6. Presentation/Discussion/Possible Action re: Landfill and Transfer Stations by CCAC Member Colleen Rhodes

Rhodes gave presentation. She said the process is considerably more complicated than she originally thought it was.

Cerveny said the objective is to pursue more free disposal days. The issue is where material is going to end up and how much material is anticipated.

Cerveny is working with scrap metal hauler to do free pick-up days in rural areas of the county.

Challenges are that people save things…accumulate things…things that might be usable at some point in the future. But materials are never used.

The current limit to the county's landfill acceptance rate is 100 tons of trash per day. Normal day is 50 tons. With Caltrans project, amount increased to 80 tons per day.

The County landfill does not deal with vehicles.

To accommodate remote days, the cost increases significantly due to transportation costs.

Lead time to get a free landfill day / remote day is 2 months. Time is needed to coordinate transportation.

Motion by for Toso to continue working with County DPW Deputy Director to coordinate remote refuse pick up days.
Second by Rhodes.
Motion passed. 7 ayes.

3. Approve Minutes of CCAC Meeting #12, 7/20/2022

Item considered at 2:48 p.m.

Motion by Fox to approve draft minutes as presented.
Second by Kemp.
Motion passed. 5 ayes. Edwards and Smith abstained.

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4. Presentation/Discussion/Possible Action re: Communication: Website Evaluation and Recommendations by CCAC Member Nancy Kemp

Item considered at 2:50 p.m.

Kemp made presentation.

There is Mariposa Planning Facebook and there is a Mariposa Planning page for code compliance and for CCAC.

Kemps feels we have the shell of what we need for web pages. However, we need to do things differently.

There is a tentative PIO who is currently working for the county. There is someone in Dallin's office who is working to clean up county pages.

Kemp feels someone should be watching these pages…how are CCAC's ideas working?

Kemp asked if there is someone who could be working with the webpages to update them?

Williams said that the CCAC makes recommendations to the Board of Supervisors. So this could be one of the recommendations.

Woblesky said we could also work with the PIO, when that person is appointed.

Smith said w should be focusing on social media, working with outside businesses involved in code compliance and working with the newspaper to communicate. We need to give examples of what we are communicating…pictures…

Edwards said the Chamber of Commerce wants to work with the County to make brochures and to develop FAQs. Lots of common questions could be answered in brochures. How large a building can I build without a permit? How tall can my fence be?

Woblesky asked about a contractor doing work without a permit. Who is responsible?

Willis said that the state contractor's license requires that contractors get permits for work. The county can report a contractor to CSLB, Contractors State Licensing Board, if the contractor is not obtaining required permits. The CSLB can take action against the contractor.

Smith asked about next steps. Thinks should go to Board.

Motion by Kemp to prepare communications plan in slide presentation to present to the Board. Presentation will include purpose of the program, handouts, information brochures, FAQs, CSLB requirements, Chamber proposal, which departments affected, etc. Smith and Kemp to work together.
Second by Smith.

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Motion passed. 7 ayes.

5. Correspondence. Discussion/Possible Action: Information Bulletin from the Department of Housing and Community Development re: Tiny Homes

Willis said some communities are trying to allow tiny homes in their jurisdiction. There was question about whether they could be allowed here.

Melton said the issue is simple to address. People refer to tiny homes, which are described in the HCD memo. ~~They are~~A tiny home is built haphazardly ~~and built~~ in your backyard with no standard. No definition in state. The other types of vehicles/structures do have definitions and standards including RVs, park trailers, manufactured homes, camping cabins, etc. A tiny home can meet those standards but then it isn't a tiny home. Tiny homes haven't been a problem. The Board has addressed them. We've got to separate the issues.

Melton said that Steve Dahlem's memo is not wrong, but the codes~~has references that~~ aren't valid. We have to be innovative. You can throw your hands up and do nothing, but now we have the Oak Fire with lots of people homeless.

Melton says federal government ~~doesn't~~ hasn't regulated this ~~item~~anywhere. We need to address this on the state level. Forget anything the state says about this because they won't do anything about this. Government body – if don't do anything about this issue, then they HAVE done something about this issue. ~~Inactivity is an action~~The state has approved these by inaction.

HCD only regulates in parks, not outside of parks.

Melton recommends NOT regulating RVs.

He said the County has allowed permanent residency in RV parks. So why can't the County allow permanent residency in RVs in rural areas? Don't permit it, but don't prohibit it. There is a solution that could be pursued. He said the County shouldn't permit RVs, but if people do live in RV, they must meet minimum health and safety requirements including connection to power, sewer and water (Titles 13 and 15). Other jurisdictions are doing this. Melton doesn't believe we would get into trouble.

Melton says this committee could propose something to the Board in a short period of time, to make this work. He offered to put something together for the CCAC.

When reading legal advice~~something prepared by a lawyer~~, the words "designed ~~to~~" or "intent" are not law, not prohibitive.

Woblesky asked what the CCAC wants to do? Reschedule? Have Dahlem attend?

Upon question from Kemp, Miranda provided information about the Oak Fire, use of RVs as temporary replacement housing, Cal Recycle cleanup efforts of hazardous household waste and what victims need to do. Miranda talked about her research on other jurisdictions' disaster recovery

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provisions. She talked about the housing crisis in the state, and provisions for caretaker units. She talked about lessons learned from Detwiler Fire Disaster.

Woblesky said this issue would be put on the next meeting agenda.

Edwards asked Miranda if she could look at current case lot to see if she could identify violations where people were living in substandard housing because they can't find housing. Could this be an agenda item for the next month? How common is this issue? What are people living in when their conditions could be improved by moving into an RV?

Melton gave Woblesky information he wants included in next packet. Melton brought HCD bulletin statement to CCAC…references "occupy" tiny home. HCD says the county has leeway to make this work.

8. **Review Homework Purpose and Assignment from CCAC #12**

Woblesky said she handed out a worksheet which summarizes the direction the CCAC is headed. Not asking for direction or approval today. Have $300,000 ARPA funds…need to use. Need to work with Board as team member. Say, this is where we're going…can we get your support?

Each member will work on this and provide to Sarah, who will include in next meeting's packet.

9. Discussion Possible Action re: Future CCAC Agenda Items. Next CCAC Meeting is scheduled for September 7, 2022 (Meeting #14)

a. Tiny homes
b. Memo to the Board on the CCAC's program (Homework)
c. Vehicle Abatement Program (Smith)
d. Cleanup Mariposa Efforts (Toso and Cerveny)
e. Communication Program (Kemp)

10. Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the committee. No action will be taken by the CCAC.

None

11. Adjourn

Motion by Edwards to adjourn meeting at 3:59 p.m.
Second by Kemp.
Motion passed. 7 ayes.

Original Minutes prepared by Sarah Williams
Amendments to Minutes prepared by Colleen Rhodes

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Vehicle Abatement Program

Agreement with state of CA, CHP and County

Submit a plan to CHP, if approved then it goes to the state for approval

Account set up with County and State

Most agreements $1 per vehicle registered – some counties or cities $2 per vehicle

Money collected and sent to County each quarter

- Keith Williams, straight pass from the State – no big deal
- Quarterly reports to State Controller
- Can be managed by any County Dept that has enforcement powers
- Doesn't have to be Sheriff's Dept

Steps to go through with property owner - follow abatement procedures set up by county

Contract with vehicle tower/dismantler

Mariposa County has approx. 29,000 vehicles, motorcycles, trailer (not house trailer) –

- $29,000 per year

Tuolumne County has 81,000 vehicles registered, $2 each so $162,000 year

Estimated cost to dismantle a vehicle - $2000 per CHP

- Mariposa County could only abate 14-15 cars per year

No dismantler in Mariposa County

- Vehicle would have to be towed to other county and dismantled – towing on top of dismantling charge

Tuolumne County – just pays $145/hour to tow car to business. Tower makes deal with dismantler

- Tuolumne County only pays for towing. Approx 350 vehicles per year off public roads and property

Vehicles, not RVs or trailers because of hazmat issues – no mobile homes

- If agreement developed, focus on 'junk' cars.

Unknowns:

- Would the $1 increase have to be voted on in general election
- Find a towing/dismantling company who would work with Vehicle Abatement Program
- Will scrap metal be considered a hazmat item in CA
- Use Covid $ until 2024 and not set up an abatement program

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W O R K S H E E T

DATE: TBD

DRAFT

TO: Mariposa County Board of Supervisors

FR: Code Compliance Advisory Committee (CCAC)

RE: Top Three Board Prioritization of CCAC Initial Code Compliance Recommendations

ACTION REQUESTED

The CCAC (Code Compliance Advisory Committee) has identified several possible directions the CCAC is ready to begin researching in greater detail in order to make subsequent recommendations to the Board of Supervisors in response to the code compliance issues the committee has discovered since last November.

The CCAC requests that the Board of Supervisors provide feedback to the CCAC regarding the top three CCAC initial code compliance recommendations they can support.

We believe this action is timely as the recent allotment of ARPA (The American Rescue Plan Act of 2021) funds to the CCAC to utilize towards code compliance activities and related incentive programs encourages the Board of Supervisor's support in the CCAC's efforts prior to the CCAC's detailed focus and eventual recommendations.

BACKGROUND

- Brief statement of CCAC activities from November 2021 - August 2022
- Attachment of CCAC Compilation of Takeaways

Structural philosophy: Transparent,

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Initial CCAC Code Compliance Recommendations

_____ Develop a clear internal code compliance process. Lydia's recommendation of affected departments meeting weekly and determining what department will be the lead. Developing a tracking system. Review correspondence templates.

_____ Update Mariposa County Ordinances. 15.10.260, 15.10.240, Junk, Abandoned Vehicles, Review of appeal process, review of fees, other

_____ Review existing code violations. Develop clear criteria for tracking and prioritization. Multiple pathways.

_____ Develop an amnesty program for code compliance.

_____ Develop an abatement program. Including vehicle abatement and junk.

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_____ Develop a communication program related to code compliance, assistance, other.

_____

_____

_____ Develop a County-specific program for tiny homes and alternative/diverse/wider spectrum of housing options.

_____

_____

_____ Develop Mariposa County programs that focus on community activities including additional dumpsters designated to outlying transfer stations, and remediation activities that support code compliance.

_____

_____

Other:

_____

_____

_____

_____

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COUNTY COUNSEL/RISK MANAGEMENT

M E M O R A N D U M

DATE: March 11, 2022

TO: Sarah Williams, Planning Director

FROM: Steven W. Dahlem, County Counsel/Risk Manager SWD

RE: Review of Potential Solutions – Permanent Occupancy in Park Trailer Unit (RV)

Questions Presented:

1. **You have asked whether certain amendments (see below) to the Mariposa County Code would allow one park trailer unit on a parcel to be used for residential occupancy?**

2. **You have asked whether those local code amendments adopted by the City of San Luis Obispo could be a model for allowing one park trailer unit on a parcel, as an accessory dwelling unit, to be used for residential occupancy?**

Regarding Question (1), a resident has suggested that a park trailer unit could be allowed as a residential use if the Mariposa County Code were amended as follows:

a. Title 13.08.115 (Sewage Disposal), by deleting subsection B: "Travel trailers/recreational vehicles may not be used as a residence unless a permit has been obtained from the building department to do so in combination with a dwelling construction permit."

b. Title 15.10.270 (Regulations For Use Of Travel Trailers/Recreational Vehicles), by replacing the existing text with the following: "A. Any recreational vehicle intended to be occupied, longer than 14 nights in a 90-day period must be connected to an approved power source such as a permitted electrical service hook-up or any other power source approved by the building department. In addition, all applicable County Codes must be met, such as zoning, setbacks, units per parcel, etc. B. Any park trailer intended to be occupied, for any period of time must be connected to an approved power source such as a permitted electrical hook-up or any other power source approved by the building department. In addition, all applicable County Codes must be met, such as zoning, setbacks, units per parcel, etc."

Regarding Question (2), the City of San Luis Obispo passed an ordinance permitting recreational vehicles as tiny houses in residential zones as accessory dwelling units, pursuant to Government Code 65852.2. The City specifically relied on Government Code Section 65852.2(g) which provides: "This

Attachment: 220817 Amended Draft Minutes with Attachments (13242 : Receive Minutes of the Committees)

section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit."

Conclusions:

1. We conclude that amending the Mariposa County Code in the manner described above is inconsistent with state and federal law and is insufficient to allow a park trailer unit to be used as a residence.

2. We conclude that Government Code Section 65852.2 does not authorize the use of park trailer units as accessory dwelling units.

    a. We conclude that a local ordinance adopted pursuant to Government Code Section 65852.2 may not authorize the use of park trailer units as accessory dwelling units.

Analysis:

1. **Do certain amendments (see above) to the Mariposa County Code allow one park trailer unit on a parcel to be used for residential occupancy?**

State and federal regulations define park trailers as recreational vehicles designed only for recreational use and not as a permanent residence or for permanent occupancy.

California Health and Safety Code Section 18010 provides in pertinent part: "Recreational vehicle" means both of the following:

(a) A motor home, travel trailer, truck camper, or camping trailer, with or without motive power, designed for human habitation for recreational, emergency, or other occupancy….
(b) A park trailer, as defined in Section 18009.3.

California Health and Safety Code Section 18009.3 (a) provides in pertinent part: "'Park trailer' means a trailer designed for human habitation for recreational or seasonal use only…."

Mariposa County Code Section 15.10.270 implements state law. It provides:

A. Travel trailers/recreational vehicles are considered sub-standard housing and as such cannot be used as a residence.

The definitions outlined above are consistent with federal definitions and regulations.

24 Code of Federal Regulations 3282.15(a) provides:

(a) Exemption. A recreational vehicle that meets the requirements of this section is exempt from 24 CFR parts 3280 (Manufactured Home Construction and Safety Standards) and 3282 (Manufactured Home Procedural and Enforcement Regulations). (Parenthetical notes added.)

Attachment: 220817 Amended Draft Minutes with Attachments (13242 : Receive Minutes of the Committees)

24 Code of Federal Regulations 3282.15(b) defines a recreational vehicle as:

> (1) A vehicle or vehicular structure not certified as a manufactured home;
> (2) Designed only for recreational use and not as a primary residence or for permanent occupancy; and is either:
> (i) Built and certified in accordance with either the NFPA 1192 (incorporated by reference, see §3282.16) or ANSI A119.5 (incorporated by reference, see §3282.16), as provided by paragraph (c) of this section; or
> (ii) Any vehicle which is self-propelled.

The Federal Department of Housing and Urban Development (HUD) has determined that:

> Recreational vehicles are not subject to this part, part 3280. A recreational vehicle is a factory built vehicular structure designed only for recreational use and not as a primary residence or for permanent occupancy, built and certified in accordance with NFPA 1192-15 or ANSI A119.5-09 consensus standards for recreational vehicles and not certified as a manufactured home. *81 Federal Register 6806, 6807.*

Thus, recreational vehicles are exempted from the more stringent construction standards applicable to manufactured homes, specifically because they are not designed to be a primary residence.

Recreational vehicles, including park trailers, as defined in state law are licensed by the Department of Motor Vehicles and may be sited in special occupancy parks governed by the Special Occupancy Parks Act, Health and Safety Code Section 18860 et seq., by the California Department of Housing and Community Development.

The proposed amendments regarding utility hook ups and zoning setbacks do not address the regulatory gap presented by construction standards that do not meet the standards for manufactured housing. Construction standards for recreational vehicles are lowered based on the finding that recreational vehicles are not intended for permanent occupancy.

The proposed amendments assume regular sign-off by the building inspector that does not exist or seek to by-pass the local building inspector by relying on safety standards governing the manufacture of the recreational vehicle. But those standards are unavailing because they are not standards for manufactured housing. Recreational vehicle occupancy is governed by several state statutory schemes, including the Recreational Vehicle Park Occupancy Law, Civil Code Section 799.20 et seq., and Special Occupancy Parks Law, Health and Safety Code Section 18860 et seq. Nothing in the proposed amendments alters the application of these laws to recreational vehicles. Our conclusion is supported by the legislature's refusal to add park trailers to the list of structures that can be considered accessory dwelling units. *See infra.*

2. Does Government Code Section 65852.2 allow park trailers as accessory dwelling units?

Government Code Section 65852.2 was enacted in 1990 and has been amended many times since. It allows for local agencies to provide, by ordinance, for the creation of accessory dwelling units (ADUs) in areas zoned to allow single-family or multifamily use. The section provides that local agencies: (1)

Attachment: 220817 Amended Draft Minutes with Attachments (13242 : Receive Minutes of the Committees)

designate areas where ADUs may be permitted; (2) impose standards on ADUs; (3) provide that ADUs do not exceed allowable density; and (4) require ADUs to comply with all of the requirements of subdivision (D)(i-xii), including compliance with local building code requirements that apply to detached dwellings, as appropriate. ADUs that meet the standards are to be considered and approved ministerially without discretionary review. *Government Code 65852.2(a)(3).* If the local ordinance does not comply with Section 65852.2, it is null and void and the standards set forth in the statute shall apply. In the absence of a local ordinance, the statute applies. *Government Code 65852.2(a)(4)*

Government Code Section 65852.2(j) provides, in pertinent part:

> As used in this section, the following terms mean:
> (1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:
> (A) An efficiency unit.
> (B) A manufactured home as defined in Section 18007 of the Health and Safety Code.
> . . .
> (3) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

Here, the legislature added examples of certain construction that would be considered ADUs, including efficiency units and manufactured homes, both of which have statutory definitions. The expression of some things in a statute necessarily means the exclusion of other things not expressed. *Gikas v. Zolin (1993) 6 Cal. 4th 841.* The inclusion of some classes of structures, while not mentioning park trailers indicates the legislature's intent to exclude park trailers from among the classes of structures that may be classified ADUs. The legislative history expressly shows this exclusion.

In 1994, the legislature amended Government Code Section 65852.2 by Assembly Bill No. 3198. The Assembly forwarded to the Senate a bill which "added 'manufactured home,' 'efficiency unit,' and 'park trailer' to the definition of a second unit (now an accessory dwelling unit), as defined." (Parenthetical note added.) Before the bill was signed, the Senate "delete[d] references to 'park trailer' from the definition of second units." Thus, the legislature expressly considered and rejected the inclusion of park trailer among those types of construction that are considered ADUs.

Thus, the state statute does not allow park trailer units as accessory dwelling units.

a. May a local ordinance adopted pursuant to Government Code Section 65852.2 allow park trailer units as accessory dwelling units?

Government Code Section 65852.2(g) provides that: "This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit." We have found no case law interpreting Section 65852.2(g).

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The question presented by this subsection is whether the word "creation" of accessory dwelling units relates to less restrictive requirements of building standards or of development standards. We believe, given the structure of the statutory scheme, the contents of section 65852.2, and the interpretation of the California Department of Housing and Community Development, that creation of accessory dwelling units in section 65852.2 relates only to development standards.

Government Code Section 65852.2 is found in Title 7, Planning and Land Use, Division 1, Planning and Zoning, Chapter 4, Zoning Regulations, Article 2, Adoption of Regulations, which encompasses sections 65850 – 65863.13.

Government Code Section 65850, entitled "Scope of power to regulate by ordinance," provides in pertinent part:

> The legislative body of a city or county may, pursuant to this chapter, adopt ordinances that do any of the following:
> (a) Regulate the use of buildings, structures, and land as between industry, business, residences, open space, including agriculture, recreation, enjoyment of scenic beauty, use of natural resources, and other purposes.
> (b) Regulate signs and billboards.
> (c) Regulate all of the following:
> (1) The location, height, bulk, number of stories, and size of buildings and structures.
> (2) The size and use of lots, yards, courts, and other open spaces.
> (3) The percentage of a lot which may be occupied by a building or structure.
> (4) The intensity of land use.

Thus, it appears from the scope of power defined by the section that the county's ability to regulate under this chapter is confined to what may be called "development standards," i.e., the use of buildings, structures and land. Nothing in the scope of power to regulate suggests anything related to building standards or alteration of the building code.

The language of Section 65852.2 is consistent with this scope of regulation. In each instance where the building code is referenced in Section 65852.2, the regulation makes clear that ADUs must adhere to the building code. For example, an ordinance must require that ADUs comply with all local building code requirements that apply to detached dwellings, as appropriate. *65852.2(a)(1)(D)(viii)*. No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit. *65852.2 (a)(5)*. A local agency shall ministerially approve an application for a building permit within a residential zone for multiple ADUs within portions of multifamily dwelling structures if each unit complies with state building standards for dwellings. *65852.2 (e)(1)(C)(*i). The only possible exception is a reference in *Section 65852.2(c)* which provides that ADUs shall not be required to provide fire sprinklers if they are not required in the primary residence.

In its publication, Accessory Dwelling Unit Memorandum, December 2016, the California Department of Housing and Community Development, posed the question: Can a local government adopt less restrictive requirements? In response, it stated: "Yes, ADU law is a minimum requirement and its purpose is to encourage the development of ADUs. Local governments can take a variety of actions beyond the statute that promote ADUs such as reductions in fees, less restrictive parking or unit sizes or

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amending general plan policies." All of these appear to be within the scope of regulatory powers identified in Section 65850. Nowhere does HCD suggest that a local agency may alter the building standards. Although the ultimate responsibility for the construction of a statute rests with the court, we accord great weight and respect to the construction of the statute by the agency charged with administering the statute. *Sharon S. v. Superior Court (2003) 31 Cal.4th 417, 436.*

You have provided us with an ordinance from the City of San Luis Obispo which specifically cites Government Code Section 65852.2(g) as authority "to adopt less restrictive requirements than the state mandated minimums for accessory dwelling units." The San Luis ordinance allows recreational vehicles (park trailer units) as "tiny houses" in residential zones.

We are also aware that the City of Fresno adopted an ordinance allowing tiny houses, defined as, "licensed and registered with the California Department of Motor Vehicles and meets ANSI 119.2 or 119.5 requirements."

We also note that in both cases, San Luis Obispo and Fresno require as a condition of approval that the owner enter into an indemnity agreement with the City.

Based on our reading of Government Code 65852.2, we do not believe the statute's allowing local authorities to adopt less restrictive requirements than the state mandated minimums for accessory dwelling units extends to modification of building code standards. Thus, we believe that a local ordinance may not allow park trailers as permanent residences.

If you have further questions, please feel free to contact me.

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MARIPOSA COUNTY
Code Compliance Advisory Committee

MEETING #14 DRAFT MINUTES

DATE: September 7, 2022
TIME: 2:00 - 4:00 PM
LOCATION: Board of Supervisors Chambers, 2nd Floor
5100 Bullion Street, Mariposa CA

1. **Call to Order: 2:00 PM. Welcome by Chair Woblesky.**

   CCAC Members Present: Eileen Collins, Robert Fox, Nancy Kemp, Colleen Rhodes, Karen Smith and Karen Woblesky. Gabe Edwards initially attended via telephone and arrived in person at 3:10 p.m.

   CCAC Members Excused: Lydia Clary

   County Staff Present: Justin Meisner (Building Department) and Sarah Williams (Planning Department). Adam from the County Health and Human Services Agency was in the audience.

   Woblesky announced that Member Danette Toso has submitted her resignation.

   Public Members Present: Al Golub, Ken Melton and Madison Kirkpatrick (*Mariposa Gazette*).

2. **Action: A resolution of the Code Compliance Advisory Committee (CCAC) proclaiming a local emergency**, ratifying the proclamation of a state of emergency by the Governor of the State of California on March 4, 2020 regarding an outbreak of respiratory illness due to a novel coronavirus (a disease now known as Covid-19), and authorizing remote teleconference meetings of the legislative bodies of the Code Compliance Advisory Committee for a 30-day period as specified pursuant to Brown Act provisions. (Previous resolution ends on August 19, 2022)

   Motion by Rhodes to adopt the resolution as presented.
   Second by Smith.
   Motion passed. 5 ayes.

3. **Approve Minutes of CCAC Meeting #13, 8/17/2022**

   Melton stated his comments from the last meeting were not accurate on page 5 of the minutes.

   The minutes were tabled and will be rescheduled to the next meeting.

4. **Presentation regarding Interim Urgency Ordinance** - Procedures and Requirements for Oak Fire Debris and Hazard Tree Removal by Planning Director Sarah Williams. The original presentation was provided to the Board of Supervisors on August 30, 2022.

   Williams made presentation.

Attachment: 220907 CCAC DRAFT Minutes (13242 : Receive Minutes of the Committees)

There was discussion about the number of ROEs, timing of work, and runoff.

5. Discussion/Possible Action re: County Code Section 18.05, Post Disaster Recovery

Woblesky stated that Kemp had requested that this item be scheduled for discussion.

Kemp stated her concerns were about the 2-year timeframe in the code. She is also concerned with temporary replacement housing provisions, as the provisions are only available to people who were living in permitted housing. If someone was living in unpermitted housing, they aren't allowed to occupy temporary replacement housing on-site. She feels that the CCAC should be making a recommendation to the Board about this.

Discussion included the following:

- County should be helping these people, not be punitive
- No path for recovery for people who lived in an unpermitted structure
- Many did not have insurance
- Why are FEMA trailers and park models excluded
- People who lived in unpermitted structure are eligible for the State's Consolidated Program
- People who lived in unpermitted structure could come in to get permitted sewage system, water and electrical
- County doesn't have a way to know about all who live in unpermitted structures
- Board doesn't want people to leave county
- Situation is an emergency
- Tax paying individuals
- Residential density standards
- Without insurance, Oak Fire victims will likely not get permanent housing
- Payment agreement for permits at Building Department
- Should have more lenient permitting process for disaster victims
- County liability

Collins said she is an Oak Fire victim and she's received a lot of help from the county. She says efforts have been well coordinated. As a user, she wants to give a shout out to the county for all the help and assistance they've provided.

The CCAC decided to review Chapter 18.05 for Post Disaster Recovery and recommend changes to the Board of Supervisors. Item to be scheduled for next meeting.

6. Discussion/Possible Action re: Memorandum of CCAC Priority Code Compliance Recommendations and Status Report to the Board of Supervisors

Continued to next meeting.

7. Discussion Possible Action re: Future CCAC Agenda Items. Next CCAC Meeting is scheduled for September 21, 2022 (Meeting #15)

a. Chapter 18.05 Post Disaster Recovery
b. Draft Memo to Board of Supervisors regarding Priorities

Attachment: 220907 CCAC DRAFT Minutes (13242 : Receive Minutes of the Committees)

c. Ken's letter
d. Updates from members

8. Correspondence

Melton discussed his proposal and said this needs to be looked at.

9. Persons wishing to speak on a matter not on the agenda, but within the jurisdiction of the committee. No action will be taken by the CCAC.

None

10. Adjourn 3:58 p.m.

Motion by Rhodes to adjourn meeting.
Second by Collins.
Motion passed. 7 ayes.

Attachment: 220907 CCAC DRAFT Minutes (13242 : Receive Minutes of the Committees)

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-567

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Amendments to the Kitchen Assistant Job Description

---

RECOMMENDATION AND JUSTIFICATION:
Approve Amendments to the Kitchen Assistant Job Description, Effective Immediately.

There has been an inability to find candidates who meet the additional requirements for this position. The additional requirement for a valid California driver's license is not necessary since this position does not drive county vehicles.

The proposed amendments to the Kitchen Assistant job description includes modification to the additional requirements to read:
Possession of a valid California driver's license or reliable transportation to and from assigned work areas. Under certain circumstances, Human Resources may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
From time to time, the Board approves amended job descriptions when necessary.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board chooses not to approve the changes to the job description as requested, we could lose potential candidates in the future.

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

ATTACHMENTS:
Kitchen Assistant Job Description with Track Changes (DOCX)
SEIU Approval on Kitchen Assistance Job Description Modifications (PDF)

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

REF ID# 13162

County of Mariposa

KITCHEN ASSISTANT

DEFINITION

To assist in the daily preparation of congregate and home-delivered meals, in the packaging of home-delivered meals, and in the general cleaning of the kitchen, kitchen utensils and dining area; to perform duties of the Senior Nutrition Cook / Site Supervisor as required in his/her absence; and to perform related duties and responsibilities as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Senior Nutrition Cook / Site Supervisor.

Exercises lead direction over volunteers as assigned.

EXAMPLES OF ESSENTIAL FUNCTIONS

Assists the Senior Nutrition Cook / Site Supervisor in the preparation of nutritious meals for service on-site and for home delivery.

Serves meals to senior citizens and others.

Assists in the packaging of meals for home delivery.

Ensures the cleanliness of the kitchen and dining area throughout the day and at each day's end; washes utensils.

Provides training and leadership of volunteers; ensures volunteers follow policies, procedures and safety standards.

Assists Site Supervisor in ordering necessary foods and supplies, stocking foods and supplies, and maintaining accurate inventory records.

May perform the duties of the Site Supervisor in his/her absence.

Maintains accurate logs and records as required; answers the telephone.

EMPLOYMENT STANDARDS

Knowledge of:

Procedures, methods, techniques and equipment used in large-quantity food preparation and service.

Principles of food service sanitation, health and safety practices.

Record keeping methods.

Basic principles of training and leadership.

Basic arithmetic.

Ability to:

Assist in the preparation of food for a large number of people.

Attachment: Kitchen Assistant Job Description with Track Changes (RES-2022-567 : Approve Amendments to the Kitchen Assistant Job

Efficiently and thoroughly clean kitchen, dining area and utensils.

Learn the basic functions and responsibilities of the Senior Nutrition Cook / Site Supervisor.

Train and provide leadership of kitchen volunteers as assigned; establish and maintain cooperative working relationships with those contacted in the course of work.

Safely operate kitchen equipment.

Maintain accurate and complete records.

TYPICAL WORKING CONDITIONS

Work is performed in a food service environment. Incumbent may be exposed to fire hazards, electrical currents, temperature and noise extremes, fumes, microwaves, chemicals, skin irritants, hands in water, sharp kitchen tools and utensils, bacteria.

TYPICAL PHYSICAL REQUIREMENTS

Requires the mobility to work in a food service environment. Requires the ability to sit at desk for short periods of time and almost constantly walk, stand, stoop, kneel, crouch, and reach while performing kitchen work; lift and/or move objects and materials of up to 40 pounds in weight; perform simple grasping and fine manipulation. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office and kitchen equipment. Must be able to use a telephone to communicate verbally.

MINIMUM QUALIFICATIONS

Experience:

Some experience cooking and/or working in commercial restaurants / kitchens is desirable.

Education:

High school diploma or GED equivalent.

Additional Requirements:

Possession of a valid California driver's license ~~.~~or reliable transportation to and from assigned work areas. Under certain circumstances, ~~the Personnel Director~~Human Resources may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

Possession of, or the ability to obtain within three months of employment, a valid CPR / First Aid certificate.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation Date: 12/04 (B/S 04-545, 546)
Revision Date: 02/06(B/S Res. 06-73)

Attachment: Kitchen Assistant Job Description with Track Changes (RES-2022-567 : Approve Amendments to the Kitchen Assistant Job

RE: Mariposa County Kitchen Assistant Job Description

Kevin Smith <Kevin.Smith@seiu521.org>

Tue 8/2/2022 9:10 AM

To: Kimberly Ballard <kballard@mariposacounty.org>

Cc: Donna Wass <dwass@mariposacounty.org>;Carl Crown <ccrown@mariposacounty.org>;Susan Seed <sseed@mariposacounty.org>;Darryl Nielsen <dnielsen@mariposacounty.org>

We are ok with it.

Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------
From: Kimberly Ballard <kballard@mariposacounty.org>
Date: 8/2/22 8:29 AM (GMT-08:00)
To: Kevin Smith <Kevin.Smith@seiu521.org>
Cc: Donna Wass <dwass@mariposacounty.org>, Carl Crown <ccrown@mariposacounty.org>, Susan Seed <sseed@mariposacounty.org>, Darryl Nielsen <dnielsen@mariposacounty.org>
Subject: Re: Mariposa County Kitchen Assistant Job Description

Hi Kevin,
I am just following up on this from 7/21/2022, since I have seen no response. Were you able to review this request? Thank you.

Mariposa County
Health & Human
Services Agency

Kim Ballard | Administrative Analyst II
5362 Lemee Lane | P.O. Box 99 | Mariposa, CA 95338
Phone: Human Resources (209) 742-0890 | Cell: (209) 347-9648
Fax: (209) 966-8251

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From: Kimberly Ballard <kballard@mariposacounty.org>
Sent: Thursday, July 21, 2022 9:30 AM
To: Kevin Smith <kevin.smith@seiu521.org>
Cc: Donna Wass <dwass@mariposacounty.org>; Carl Crown <ccrown@mariposacounty.org>; Susan Seed

Attachment: SEIU Approval on Kitchen Assistance Job Description Modifications (RES-2022-567 : Approve Amendments to the Kitchen

<sseed@mariposacounty.org>; Darryl Nielsen <dnielsen@mariposacounty.org>
Subject: Re: Mariposa County Kitchen Assistant Job Description

Hi Kevin,
Just following up on this from last week. Were you able to review this request? Thank you.

Mariposa County
Health & Human
Services Agency

Kim Ballard | Administrative Analyst II
5362 Lemee Lane | P.O. Box 99 | Mariposa, CA 95338
Phone: Human Resources (209) 742-0890 | Cell: (209) 347-9648
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From: Kevin Smith <Kevin.Smith@seiu521.org>
Sent: Friday, July 15, 2022 1:57 PM
To: Kimberly Ballard <kballard@mariposacounty.org>
Cc: Donna Wass <dwass@mariposacounty.org>; Carl Crown <ccrown@mariposacounty.org>; Susan Seed <sseed@mariposacounty.org>; Darryl Nielsen <dnielsen@mariposacounty.org>
Subject: RE: Mariposa County Kitchen Assistant Job Description

Sent from my Verizon, Samsung Galaxy smartphone
We will respond to you next week.

Kevin

-------- Original message --------
From: Kimberly Ballard <kballard@mariposacounty.org>
Date: 7/15/22 1:31 PM (GMT-08:00)
To: Kevin Smith <Kevin.Smith@seiu521.org>
Cc: Donna Wass <dwass@mariposacounty.org>, Carl Crown <ccrown@mariposacounty.org>
Subject: Re: Mariposa County Kitchen Assistant Job Description

Good afternoon Kevin,

On July 7, 2022, I sent an email requesting approval for changes to the Mariposa County Kitchen Assistant Job Description. That originally included:

1. Eliminating the education requirement completely.

2. Modification to the additional requirements to read:
   Possession of a valid California driver's license or reliable transportation to and from assigned work areas. Under certain circumstances, the Personnel Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

However, upon further discussions with County HR, Hiring supervisor and Division Director. We will not be requesting the Education requirement be eliminated but we are still requesting to add/modify the following to the Additional Requirement section:

1. Add "or reliable transportation to and from assigned work areas."

2. Modify the Personnel Director to Human Resources

The addition/modification to the additional requirements would read:
Possession of a valid California driver's license or reliable transportation to and from assigned work areas. Under certain circumstances, the Personnel Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

Attached is the updated Kitchen Assistant job description with the addition/modification listed above with Track changes and the updated agenda item that is schedule to go to the Board of Supervisor on August 2, 2022.

Please let me know if you have any questions.

Thanks Kim

Mariposa County
Health & Human
Services Agency

Kim Ballard | Administrative Analyst II
5362 Lemee Lane | P.O. Box 99 | Mariposa, CA 95338
Phone: Human Resources (209) 742-0890 | Cell: (209) 347-9648
Fax: (209) 966-8251

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From: Kimberly Ballard <kballard@mariposacounty.org>
Sent: Thursday, July 7, 2022 12:54 PM
To: Kevin Smith - SEIU <kevin.smith@seiu521.org>

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-568

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve the Overfill of an Environmental Health Manager in Health & Human Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Overfill of an Environmental Health Manager in Health and Human Services in the Public Health Branch, Effective Immediately.

The incumbent Environmental Health Manager will be retiring on November 1, 2022 and in order that training take place for the successor, it will be necessary to have the new Environmental Health Manager begin employment effective immediately thus creating a temporary overfill of the position. This overfill will end on November 1, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Per current policy, the Board of Supervisors must approve the overfilling of positions and filling of vacant positions. The Board has previously approved the overfilling of positions for other departments.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not approve the overfill, the replacement will not have an opportunity to receive training from the retiring incumbent.

FINANCIAL IMPACT:
If a person is hired for the overfill before the incumbent retires on 11/1/22, there may be a cost to the general fund of one month's salary, approximately $10,000, or less depending on the hire date. If an existing county employee is chosen to fill the position, there may be virtually zero cost.

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

REF ID# 13360

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-569

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve the Allocation of One Additional Administrative Technician Position

---

RECOMMENDATION AND JUSTIFICATION:
Approve the Allocation of One Additional Full Time Administrative Technician Position in the Health and Human Services Agency (HHSA) Administration Division, Effective Immediately.

HHSA has determined that there is a need for an additional Administrative Technician position in the Administration Division to assist with HHSA Human Resources functions. This is due to the increased workload within Oracle for On-boarding, payroll and timecard processes, reports and training.

There is sufficient funding in the current budget and adjustment will be made at mid-year if necessary, so no budget action is required at this time. There will be no impact on the County General Fund.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
It is typical of the Board to review and approve the addition and elimination of position allocations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the additional allocation for this Administrative Technician position. Not adding this Administrative Technician position, may not allow us to keep up with the demands and functions in the Administration Branch Human Resources functions.

FINANCIAL IMPACT:
There is sufficient funding in the current budget and adjustment will be made at mid-year if necessary, so no budget action is required at this time. There will be no impact on the County General Fund.

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

REF ID# 13372

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-570

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Alliance Agreement with County of Mariposa for Fire Recovery - First Amendment

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RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment with the Alliance for Community Transformations Increasing Amount Not to Exceed by $125,000 for a New Amount Not to Exceed $175,000; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This agreement provides parameters and terms in which cases incurred by the County of Mariposa Health and Human Services Agency during the Oak Fire are transferred to Alliance. In the course of this agreement, both parties have discovered that additional resources will be required as the recovery effort has proven to be greater than anticipated.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved Resolution No. 2017-839 on December 19, 2017 with Alliance for Community Transformations, related to case management for the Detwiler Fire.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The services will continue to be delivered as agreed upon. Approval of the amendment will increase the probability of Alliance having the necessary resources for optimal service delivery and diminish the risk of not meeting the needs of the clients.

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

ATTACHMENTS:
First Amendment - Alliance Case Management Agreement (1) (PDF)
Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (PDF)

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

REF ID# 13389

Attachment: First Amendment - Alliance Case Management Agreement (1) (RES-2022-570 : Alliance Agreement with County of Mariposa for Fire

FIRST AMENDMENT TO AGREEMENT FOR CASE MANAGEMENT SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR CASE MANAGEMENT SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Alliance for Community Transformations, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated August 1, 2022, wherein **Contractor** agreed to provide case management services; and

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

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

1. Paragraph 3, "COMPENSATION," is hereby amended to provide that an additional $125,000 will be added to the original amount of $50,000, making the total compensation paid to **Contractor** the not to exceed amount of $175,000.

Except as herein amended, the Agreement dated August 1, 2022 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Alison Tudor, Executive Director Alliance for Community Transformations
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

AGREEMENT ROUTING SHEET

To: *Danielle Bondshu or Tracy Gauthier* Dept.: *Clerk of the Board* Date: 8/1/2022

From: Dumile Wilson Agreement with: Alliance for Community Transformations

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1. fields.)*

1) **Is this a digital signature request?** Yes ☒ No ☐ *(If No, please provide two original copies signed by vendor.)*

2) **Is this the standard County Agreement Form?** Yes ☒ No ☐ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel (if NOT going to the Board)?

Yes ☐ No ☐

(If Yes, provide approval to COB via email. If No, see instructions below. Non-standard agreements will NOT be processed without County Counsel's approval.)

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2. fields.)*

Vendor Signator & Title: Alison Tudor, Executive Director *(Name of person signing the agreement, and their title)*

Vendor Email: alison@alliance4you.org *(Email of signee)*

For: Case management services *(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training", "Annual Senior Health Fair", etc.)*

Term: August 1, 2022 - December 31, 2022 *(Enter beginning "to" end. **Must be 1 year or less for DH or CAO agreements**.*

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

(If Yes, attach copies of all prior amendments, *AS WELL* as the initial agreement.)

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3. field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

☐ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08.):**

☐ $_____ **DEPARTMENT HEADS, Under $10,000** (MCC Section 3.08.050):
(Purchasing Agent's approval required to purchase or lease real property or storage space.)

☒ $50,000 **CAO as Purchasing Agent, Under $50,000** (MCC Section 3.08.090):

Section 4: OTHER AUTHORIZATION *(Complete the appropriate Section 4. field.)*

☐ **CODE COMPLIANCE AGREEMENTS (Signature Authority Policy (SAP) 5.2.1.3)** $_____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES (SAP 5.2.1.4)** $_____

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

☐ **INTRA-AGENCY AGREEMENTS & MOUs (SAP 5.2.1.2)** $_____

DIGITAL SIGNATURE INSTRUCTIONS

A. DH/CAO Approvals:

- **If using the UNCHANGED County agreement template, proceed with routing to Clerk of the Board.**
- **If using vendor supplied agreements, or MODIFIED County Agreement template:**
  1) Email to County Counsel's Office for vetting first (without routing slip.)
  2) After approval by County Counsel, submit to Clerk of the Board's Office WITH email or other verification of County Counsel's approval, and a completed routing sheet.

B. BOARD Items:

- **Email a digital version of the agreement** *(indicating the pages needing to be signed)* **and this routing sheet to the Clerk of the Board's Office.**

ROUTING

- **HARD COPIES:** Route agreements and routing sheet via interoffice mail to Tracy or Danielle in the COB's Office.
- **DIGITAL COPIES:** Combine agreement and new routing slip into one PDF document and email to Danielle (dwardle@mariposacounty.org) and Tracy (tgauthier@mariposacounty.org) in the COB's Office for procurement of signatures.

Digital Signatures Authorized: 08-11-2020; Form Revision Date: 02-20-2022

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-570 : Alliance Agreement with County of

AGREEMENT FOR CASE MANAGEMENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of August, 2022, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Alliance for Community Transformations ("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 August 1, 2022 and terminate on December 31, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform case management as described in Exhibit A, "Scope of Work and 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 $50,000 as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-570 : Alliance Agreement with County of

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(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: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-570 : Alliance Agreement with County of

(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: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-570 : Alliance Agreement with County of

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:
Alliance for Community
Transformations
P.O. Box 2075
Mariposa, CA 95338

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

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

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-570 : Alliance Agreement with County of

related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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 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.

17. NO WAIVER

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-570 : Alliance Agreement with County of

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-570 : Alliance Agreement with County of

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 with generally accepted professional practices and standards as well as

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-570 : Alliance Agreement with County of

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

78A5B2ECDD1
Jay D Kimble
ZorroSign

Jay D. Kimble
County Administrative Officer

CONTRACTOR

78A5B2ECDDB
ZorroSign

Alison Tudor, Executive Director
Alliance for Community Transformations

APPROVED AS TO FORM:

78A5B2ECDC7
Steven W. Dahlem
ZorroSign

Steven W. Dahlem
County Counsel

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-570 : Alliance Agreement with County of

Exhibit A
SCOPE OF WORK AND COST PROPOSAL

Contract with Alliance for Community Transformations (Alliance) to provide case management services at a rate of $24 per hour by contracted case managers and for a total amount not to exceed $50,000.00. Additional rates include designated supervisor rates of $51.38 and $47.14 per hour (rates are based on salaries of designated supervisors and subject to increase during term of agreement). Specific performance requirements by Alliance include the following:

- Contracted case managers, at approximately an amount not to exceed 120 hour per week, to provide recovery case management with those impacted by the Oak Fire, in accordance with Oak Fire Recovery Plan.
- Transition cases to identified long term recovery case managers when they are fully in place and trained.
- Supervision of case management team by Alliance Supervisory Staff Member.
- Participation in scheduled team meetings to coordinate specialty services with the Mariposa County Case Management Team.
- Participation in the Health and Social Needs Fire Recovery Meetings for resource coordination purposes.
- Completion of required documentation, as identified by Health and Social Needs - Resources and Distribution Steering Committee (Intake Forms, Request Forms, Tracking Tools, etc.)
- Adherence by Case Management Team to Confidentiality and Ethics principles to ensure the provision of confidential and ethical services.

Health and Human Services (HHSA) will provide:

- Assigned HHSA case managers who can attend regularly scheduled meetings and support case managers with questions related to County resources, housing and behavioral health concerns.
- Case management for high intensity cases based on significant needs or behavioral health issues.
- Administrative support to provide case management tools and forms, resource lists, tracking tools, data entry, etc.
- Coordination and Facilitation of Fire Recovery Meetings.
- Payments within 45 days upon invoice.
- Coordination of Housing Supports, in conjunction with partners.

Alliance agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

Attachment: Alliance-Case Mgmt - 2023 - Oak Fire - CAO 08.01.2022 - EXECUTED (1) (RES-2022-570 : Alliance Agreement with County of

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-571

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Quest Community Counseling Mental Health Provider Contract 2023

RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Quest Community Counseling Services in an amount not to exceed $450,000 to provide counseling services for Mental Health Clients; and authorize the Board of Supervisors Chair to sign the agreement.

Quest Community Counseling Services is a Medi-Cal certified provider and may provide counseling services to clients that have Medicare, Medi-Cal, and/or private insurance.

Medi-Cal clients referred to this contractor may be seen as long as necessary for the purpose of stabilization. Clients seen over a period of time must continue to meet medical necessity as evidenced by a yearly treatment plan update. All records for these referred clients must be kept in the Mariposa County Behavioral Health Electronic Health Record (EHR) system. Case documentation that meets professional standards must be kept in the county EHR system, including acceptable updated assessments, treatment plans and progress notes. Documentation will be monitored by the Behavioral Health Utilization Review Committee. All independent contractors will work under the guidelines established by the Mental Health Services Contract currently in effect between the Health and Human Services Agency and the State Department of Mental Health as outlined in Exhibit A of the contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement for this facility was approved by the Board on June 1, 2021, by Resolution Number 2021-311.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not approved, we may have longer wait times for clients to be served.

FINANCIAL IMPACT:
This contract will continue to be paid within the Mental Health budget unit. Contract costs are offset by Medi-Cal revenue claimed for services performed. This contract is cost neutral to the County and there is no impact to the County General Fund.

ATTACHMENTS:

QCCS MH 2023 - September 9 2022 (PDF)

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

AGREEMENT FOR COUNSELING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Quest Community Counseling Services ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform counseling services as described in Exhibit A, "Scope of Work," and Exhibit B, "Deficit Reduction Act-Obligations of Duty" which are 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 $450,000. Contractor's hourly rates are listed in Exhibit C, "Payment Terms and Conditions" which are attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $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 $3,000,000.

(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.

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

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

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 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.

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(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 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 of 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.

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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 all of its premises, physical facilities, equipment, books, records, documents contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-cal related activities, services and activities furnished under the terms of this contract, or determinations of amounts payable available to County, Department of Health Care Services (DHCS), Centers for Medicare and Medicaid Services (CSM), Health and Human Services (HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. §438.3(h)). 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. This audit right will exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later. (42.C.F.R. §438.230(c)(3)(iii).) DHCS, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor at any time if there is a reasonable possibility of fraud or similar risk, then. (42 C.F.R. §438.230(c)(3)(iv).) 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:
Quest Community Counseling Services
5037 Bullion St.
Mariposa, CA 95338

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

12. NONDESCRIMINATION AND 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. Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability as prohibited by state or federal law.

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

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.

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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 C.

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 C.

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

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

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21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

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27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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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	Scott Seymour, Executive Director
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

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Exhibit A
SCOPE OF WORK

I. Contact Person & Information:

Scott Seymour, Executive Director
5037 Bullion Street
Mariposa CA 95338
Phone: 209 742-5080

II. Program Description:

A. Contractors may provide "covered" services to Medi-Cal clients that are listed under the Specialty Mental Health Services of the Mental Health Plan. Authorized services include:
   1. Initial and annual updated assessments;
   2. Individual Therapy;
   3. Group Therapy;
   4. Family Therapy;
   5. Plan Development;
   6. Case Management;
   7. Crisis Intervention;
   8. Rehabilitation;
   9. Intensive Care Coordination;
   10. Intensive Home Based Services.

B. All clients must meet target population criteria. Target population are those who meet Medical Necessity Criteria for Specialty Mental Health Services.

C. All services are intended to be provided within Mariposa County, unless otherwise authorized by Mariposa County Behavioral Health and Recovery Services (MCBHRS).

III. Hours of Operation:

A. Contractor agrees to offer equal availability and accessibility of services to both commercial enrollees and Medi-Cal enrollees. Contractor shall offer hours of operation for Medi-Cal enrollees that are no less than hours of operation offered to commercial enrollees, i.e., if the Contractor serves enrollees from a commercial plan as well as Medi-Cal eligible clients, the hours the Contractor makes available for commercial enrollees, must be the same for Medi-Cal enrolled clients. In other words, a contractor cannot set aside a Saturday (or any other day) just for Medi-Cal clients.

B. Crisis services for clients are to be referred to daytime or night-time MCBHRS crisis workers, unless the crisis can be handled by the contractor in the office. 5150 holds on clients cannot be completed by contractor. For all crisis evaluations MCBHRS crisis worker and/or Sheriff Department must be notified. The crisis line numbers for MCBHRS are (209) 966-7000 or (800) 549-6741. These services will be billed through MCBHRS.

C. All clients are to be seen in a location that is appropriate for therapy and convenient to the client. Services are primarily to be provided in office, home or via telehealth. If a client has a circumstance that is most appropriate to be seen out of Mariposa County, approval must be obtained prior to service delivery.

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D. The contractor agrees to notify MCBHRS by calling the Quality Assurance Supervisor or the Deputy Director and notifying him/her of the temporary inability to accept new Medi-Cal clients. This suspension of referrals will exist until contractor notifies MCBHRS that new referrals can be accepted. If a contractor does not accept new referrals for a period of six-months the contract will be reviewed and, at the discretion of MCBHRS, the contract may be terminated, unless it can be shown that extenuating circumstances exist requiring the contractor to stop taking referrals.

IV. Staffing Qualifications & Clinical Supervision

A. Staff Qualifications are dictated by the following standards and scope of practice as defined by California Code of Regulations, Title 9 and by MCBHRS. Information provided in this Exhibit is provided as a reference only and is not intended to set forth all of the definitions and requirements in California Code of Regulations, Title 9. Contractor shall adhere to applicable laws, regulations, and policies and procedures governing the delivery of services under this Agreement.

B. **LPHA**[1]**:** A "Licensed Practitioner of the Healing Arts" possesses a valid California clinical licensure in one of the following professional categories:

1. Licensed Professional Clinical Counselor[2]
2. Licensed Clinical Social Worker[3]
3. Licensed Marriage and Family Therapist[4]

C. **LPHA** Approved Activities:

1. Can function as a "Head of Service" on agency application
2. Can authorize services as directed by MCBHRS
3. Can conduct comprehensive assessments and provide a diagnosis without co-signature (except for RN staff, as providing a mental health diagnosis is out of their scope of practice unless extended through a standardized procedure).
4. Can co-sign the work of other staff members within their scope of practice
5. Can claim for all services categories within their scope of practice (example, a psychiatrist and registered nurse can claim for Medication Support Services, however, psychologist, LCSWs and MFTs cannot)

D. Registered Psychologist or Psychological Assistants, Registered Associate Marriage Family Therapist, Interns and Associate Social Workers may perform the following activities under the supervision of a licensed professional within their scope of practice:

I. Cannot function as the Head of Service unless they meet qualifications dictated by the California Code of Regulations.[5]

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[1] CCR, Title 9, Chapter 11, Section 1830.215 and Section J (4e) Non-Hospital Chart Review-EPSDT Reviews FY 06-07

[2] Welfare & Institution Code 5600(a), Business and Professional Code 2902 , CCR, Title 9, Chapter 11, Section 624 and CCR, Title 9, Chapter 3.5 Section 782.4

[3] Welfare & Institution Code 5600(a), Business and Professional Code 4996, CCR, Title 9, Chapter 11, Section 625 and CCR, Title 9, Chapter 3.5 Section 782.48

[4] Welfare & Institution Code 5600(a), Business and Professional Code 4980, CCR, Title 9, Chapter 11, Section 626 and CCR, Title 9, Chapter 3.5 Section 782.32

[5] CCR, Title 9, Chapter 3, Section 620(f) and Section 622

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II. Can authorize services as directed by MCBHRS.
III. All assessments and diagnosis must have a co-signature by a LPHA.
IV. Can claim for all Mental Health Services and Targeted Case Management within their scope of practice.
V. Cannot hold themselves out as independent practitioners and claim as an Enrolled Network Provider.[6]

E. Contractor shall utilize staff that are licensed or registered with the BBS.
I. Contractor shall provide MCBHRS with the NPI numbers and license numbers for all providers.
II. Contractor shall provide a copy of all applicable CEU's within 30 days of acquisition.
III. Contractor is authorized to use Student Interns for the provision of therapy services under this contract.
IV. All services provided by a Student Intern must have a Licensed Practitioner of the Healing Arts (LPHA) co-signature. Any services that are not cosigned are eligible for recoupment in an audit.

F. Contractor is authorized to utilize Rehabilitation Specialists who meet the qualifications outlined in Title 9, Section 630.

G. Contractor is authorized to provide case management services as an "other qualified provider" consistent with the Documentation Manual.

H. The contractor is responsible for clinical supervision of providers.

I. All contractor employees providing services or supervising services under this Agreement will have and maintain all necessary licenses, permits and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules and regulations.
I. All parties must submit a disclosure statement of direct or indirect ownership, interest, control, and relationship information for persons who have an ownership or a controlling interest of the Contractor.
I. These must be submitted to the County annually and updated within 35 days after any changes in ownership occurs.

J. No "sanctioned employees" (individual or entity that is listed on either the Suspended and Ineligible Contractor List published by the California Department of Health Care Services, or any list published by the Federal Office of Inspector General regarding the sanctioning, suspension or exclusion of individuals or entities from the federal Medicare and Medicaid programs) shall be employed in any capacity.

V. Provision of Informing Material:

A. The following information must be documented as being offered to the Medi-Cal Beneficiary upon entering services and upon request:
i. Grievance/Appeal forms with self-address envelopes
ii. MCBHRS Brochure
iii. Advance Directive Brochure

[6] Business and Professions Code Section 4996.14 and 4996.18(d)

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iv. Notice of Privacy Practices (NPP)
v. Beneficiary Handbook
vi. Client's Rights Poster

B. The following information must be documented as being offered to the Medi-Cal beneficiary upon entering services and upon request:
i. Demographic Information
ii. Client's Rights and Privileges of Confidentiality
iii. Client Problem Resolution Process MCBHRS Mental Health Provider Directory for Specialty Mental Health Services
iv. Advanced Directive Notices Information (Adults Only)
v. Notice to Medi-Cal Beneficiaries
vi. Acknowledgement of Receipt of the NPP.
vii. Payment Policy
viii. Beneficiary Handbook (in English and Large Print) (The website allows computers with screen reader or text-to-speech software to read the materials to sight-impaired people).

L. The following information must be documented as being offered to the Medi-Cal beneficiary at least annually:
i. Notice of Privacy Practices (NPP)
ii. Beneficiary Handbook

M. The above information also must be available in easily accessible locations at all provider sites, so that the beneficiary does not have to ask anyone to get them.

VI. Service Description:

A. Treatment Model/Evidence Based Practices:
1. Contractor shall provide Recovery Model, client centered and culturally competent services that support achieving their identified Treatment Plan goals and objectives.

B. Targeted Population Eligibility Criteria:
1. Clients referred from MCBHRS to contractor must meet Medical Necessity Criteria for Specialty Mental Health Services as outlined in CCR Title 9 Chapter 11 Section 1830.205, 1830.210.

C. Referral Protocol:
1. MCBHRS will use the Mariposa County Bi-Directional Referral process.
2. Contractor is expected to call the client for appointment within 5 business days of the bi-directional referral date.
3. Contractor will notify MCBHRS in writing of denied referrals within 3 business days.

VII. Service Delivery:

A. CONTRACTOR agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all professional, federal, state, and/or local regulatory and statutory requirements.

B. Services will be provided by telehealth or in person weekly, however, no less frequent than 1x per month, or services may be provided more often if clinically indicated. The client may be seen by phone at a maximum of 1x per month unless clinically indicated for more sessions.

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C. If unable to get a hold of a client, at least three attempts must be made and documented in the EHR as a communication note then proceed to discharge process.
D. All services provided must be in accordance with the documentation and service delivery outlined in the Clinical Documentation Manual.
E. Any chart found to be out of compliance with the Documentation Manual is subject to a corrective action plan and recoupment.
F. Contractor shall ensure all services shall be delivered in a manner that respects the client's gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities. Contractor shall assure all clinical staff abides by the National Standards for Culture and Linguistic Appropriate Services.
G. Contractor shall assure Limited English Proficient (LEP) individuals have free language assistance services, and be informed how to access such services.

VIII. Provision of Services:

A. Mental Health Assessments:

I. Contractor may complete initial assessments, if the client does not meet medical necessity, then the contractor will refer the client to their managed care through notification to Medical Records, provide the client with a Notice of Adverse Benefit Determination (NOABD), and complete a discharge (see discharge information below).
II. Assessment documentation must meet all Medi-Cal required elements in coordination with the documentation manual.
III. Assessments must be completed and finalized within 30 days.
IV. Assessments must be signed and dated when completed by the provider, and appropriately signed by a co-signer if applicable.
V. Diagnosis from the most current DSM must be documented in the mental health assessment.
VI. All youth clients need to have a Child Adolescent Needs and Strengths (CANS) and a Pediatric Symptom Checklist (PSC-35) evaluation completed during the mental health assessment, quarterly upon discharge.
VII. All clients must be re-assessed at a minimum of once per year in accordance with the documentation manual.
VIII. Clients must have a current assessment (at least one within the last year). Clients without a current assessment will not be eligible for claimable services.

B. Treatment Plans:

I. Contractor will develop a treatment plan within 60 days of the initial assessment and updated as needed throughout treatment, but no less frequently than once annually
II. A treatment plan is not considered complete unless signed by the provider and the client or authorized representative.
    I. There must be documentation of the client's participation in and agreement with the plan. The client's signature and documentation that the client was offered a copy of the plan are required elements in treatment plan documentation.

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III. All clients must have a treatment plan prior to services being provided.
IV. Clients without a treatment plan will not be eligible for claimable services. All services provided must be indicated on the treatment plan to be an eligible claim service (with the exception of crisis).
V. Contractor will be responsible for ensuring all services on the treatment plan are occurring at the frequency indicated on the treatment plan, or contractor will refer the client back to MCBHRS.
VI. Treatment plans must be documented in accordance to the documentation manual.

C. **Ongoing Documentation Requirements**:
I. Notes shall be documented within 3 business days of the provided service.
I. Entries made after the date the service was provided must be identified as a "Late Entry" and needs to include both the date the note was written, as well as the date of the service in accordance with the documentation manual.
II. Clients must continue to meet medical necessity as evidenced by an annual assessment and treatment plan update.
I. If at any point, a client no longer meets medical necessity, contractor will proceed with discharging the client as outlined below and in accordance with the documentation manual.
III. Each note must describe how and why the service was medically necessary in accordance with the documentation manual.

D. Discharges/NOABD's:
I. Contractor will complete a NOABD and discharge in accordance with the documentation manual then notify Quality Assurance (QA) and Medical Records staff when complete.
II. At a minimum, the client record shall document:
I. Follow-up care (to be outlined in a discharge)
II. Referrals to community resources and other agencies, when appropriate
III. The reason for discharge
III. NOABD's will be utilized in accordance with the Notice of Adverse Benefit Determination P&P.
IV. Discharges are not claimable to Medi-Cal.

E. All records for clients must be kept in the Electronic Health Record (EHR) system. The clients chart must reflect documentation in accordance with the most recent version of the Documentation Manual. This will be monitored by the QA Unit.

F. Any chart found to be out of compliance with the provision of services listed above is subject to a corrective action plan and recoupment of any associated payment.

IX. <u>Mandatory Meetings and Training:</u>

I. Contractor will attend monthly required meetings with MCBHRS and any additional trainings and meetings deemed necessary by MCBHRS.

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II. Contractor agrees to complete annual HIPAA and Federal Tax Intercept training and comply with the mandates set forth.
III. Contractor will receive annual compliance and documentation manual training.
IV. Contractor shall ensure staff be required to attend a minimum of one MCBHRS cultural competency training each year, or provide documentation of attendance to a cultural competence training of like nature each year.
V. Contractor shall not be compensated for training hours and will not be charged for attendance to county hosted mandatory trainings.
VI. CANS-50: If contractor is accepting clients under the age of 20, a current CANS-50 certificate must be on file for each provider.
    I. CANS training is reimbursable for training time and certification costs. Contractor will invoice this training separate of service invoices.

X. <u>Quality Assurance:</u>

A. All Medi-Cal Contractors are to conduct internal Medi-Cal Quality Assurance and compliance reviews. Findings of Compliance reviews must be provided to MCBHRS Quality Assurance unit.

B. When conducting internal Medi-Cal reviews CONTRACTOR will:
    1. Maintain triennial site certification through MCBHRS.
    2. Abide by all federal, state and local laws and regulations. Contractor agrees to provide services to clients in accordance with legal and ethical standards as prescribed by all relevant professional, federal, state and/or local regulatory and statutory requirements.
    3. Audit for compliance with requirements outlined in Exhibits A, B, C,
    4. Use MCBHRS chart audit tool within the EHR.
    5. Conduct Chart audits on a monthly basis
    6. MCBHRS Quality Assurance staff will review the Contractor Medi-Cal compliance review process, tools and results when conducting MCBHRS Medi-Cal compliance or other reviews.

C. The MCBHRS Compliance Committee has the responsibility of assuring that high quality services are provided to the beneficiaries in a safe, clean, cost effective and efficient manner (See MCBHRS Compliance Plan). The Compliance Committee reviews services and programs of public private Contractor in order to ensure:
    1. Accessibility;
    2. Facility is clean, sanitary, and in good repair;
    3. Fire clearance updated on a regular basis;
    4. Services are meaningful and beneficial to the client;
    5. Services are culturally and linguistically competent;
    6. Contractor uses Interpreter Line when a client does not speak English and has need for another language;
    7. Services produce highly desirable results through the efficient use of resources;
    8. Services meet requirements for medical necessity ;

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9. All PHI is properly stored and secured.

D. Contractor shall abide by the complete MCBHRS **Compliance Plan** that is designed to support and maintain a culture that promotes high standards of prevention, and the detection and resolution of conduct or procedures that do not adhere to local, state and federal laws and regulations or to MCBHRS standards and policies. The Compliance Program is comprised of the documents in the Compliance Plan and MCBHRS Compliance Policies.
   I. If MCBHRS staff or any other committee of the MHP makes a finding that a Contractor may be deficient in rendering or managing care, or if other problem areas are discovered, procedures will be followed as outlined in the compliance plan. If these deficiencies or problem areas are verified, a plan of correction may be applied.

E. Contractor shall abide by the MCBHRS Policy and Procedure for Grievances and Appeals
   1. All grievances and appeals are to be called in to the QA Unit and forwarded immediately to MCBHRS. This is to be made clear to all clients through posting the Grievance and Appeal process in lobbies, providing access to forms and explanations in lobbies, having information in the Consumer Handbook, the beneficiary handbook and a handout in the client packet (See Grievances and Appeals P&P).

F. The Compliance Officer will monitor beneficiaries' satisfaction with services they are receiving from Contractor. MCBHRS quality assurance staff will evaluate contract performance based on agreed upon measurable objectives as determined by client and clinician in the annual treatment plan.

G. Contractor shall abide by the complete **Federal False Claims Act** (31 U.S.C. sections 3729-3733) (**See Exhibit B**.)

H. Contractor shall abide by the complete **MCBHRS Documentation Manual**. The Documentation Manual provides documentation standards for outpatient mental health services provided or managed by MCBHRS. The manual provides a general description of service definitions and is a day-to-day resource for clinical and administrative support staff. The manual serves to ensure providers within MCBHRS meet regulatory and compliance standards of competency, accuracy, and integrity in the provision and documentation of their services.
   I. MCBHRS established documentation standards in order to help realize a core value of our system, the commitment to clinical service excellence. In addition, accurate and complete documentation protects from risk in legal proceedings, helps to comply with regulatory requirements for claims for services and enables professionals to discharge their legal and ethical duties.
   II. All services will be documented using Medi-Cal and Medicare documentation rules, regardless of the funding source being billed and in accordance with the Documentation Manual.

I. Contractor not in compliance with documentation manual will have to provide a corrective action plan (CAP) and will be subject to payment recoupment, payment denial and/or termination of contract.

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J. Contractors not in compliance or adherence to the CAP will be subject to payment recoupment, payment denial and/or termination of contract.

K. The Contractor agrees to notify MCBHRS at least four weeks prior to terminating services and to provide a minimum of fifteen days written notice to affected clients.

L. In the event that the contractor requires additional documentation training the Quality Assurance unit may provide this service at a rate of $50.00 per hour. This service would include, but not be limited, to documentation support and training, chart auditing, specific coaching, and service corrections.

M. **Health Insurance Portability and Accountability Act of 1996 (HIPAA):**

I. Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity CONTRACTOR performs on behalf of HHSA, to the extent HHSA would be required to comply with such requirements.

II. Contractor shall ensure that all PHI (verbal, written or electronic) will be secured and protected.

III. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.

IV. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information

V. Contractor shall abide by all HHSA Policies and Procedures and the Compliance Plan.

VI. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA.

VII. Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.

VIII. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

N. **HHSA Code of Conduct:**

I. Contractor agrees to review, sign and comply with MCBHRS Code of Conduct.

O. HHSA Confidentiality Employee Statement:

I. Contractor agrees to review, sign and comply with the MCBHRS Confidentiality Employee Statement.

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P. **Electronic Signature Policy:**

I. Contractor agrees to review and comply with the Electronic Signature Policy.

Q. **Client Surveys:**

I. Contractor agrees to administer client satisfaction Performance Outcomes Quality Improvement surveys (CPS), CONTRACTOR will be advised of survey period in advance.

XI. Security Requirements:

A. Information Technology Infrastructure:

1. Contractor will be proficient in MCBHRS electronic health record (EHR) system. Contractor is responsible for staff training in the use of EHR. Contractor shall maintain technology infrastructure to support effective use of the EHR. Contractor shall maintain a secure network for access.

B. The following is a general outline of the Security and Information Technology Requirements.

I. Contractor shall submit all paper records to MCBHRS.

II. Contractor shall assure that Contractor, administrators, licensed employees and case management staff take HIPAA training from HHSA prior to seeing clients.

III. Contractor agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Contractor agrees to notify HHSA immediately of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.

IV. All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

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Exhibit B
DEFICIT REDUCTION ACT – OBLIGATIONS OF COUNTY

In accordance with Section 1902(a) of the Social Security Act, the County provides the following detailed information about the Federal False Claims Act and the California False Claims Act.

THE FEDERAL FALSE CLAIMS ACT

The Federal False Claims Act ("FCA") helps the federal government combat fraud and recover losses resulting from fraud in federal programs, purchases, or contracts. 31 U.S.C. §§ 3729-3733.

I. Actions that violate the FCA include:

A. Knowingly submitting (or causing to be submitted) a false claim to the Government or the Armed Forces of the United States (the "Armed Forces") for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved by the Government;
C. Conspiring to get a false claim allowed or paid by the Government;
D. Delivering (or causing to be delivered) less property than the amount of the receipt, where the person with possession or control of the Government money or property intends to deceive the agency or conceal the property;
E. Making or delivering a receipt without completely knowing that the receipt is true, where the person authorized to make or deliver the receipt intends to defraud the Government;
F. Knowingly buying or receiving public property from an officer or employee of the Government or a member of the Armed Forces who has no legal right to sell or pledge the property; or
G. Knowingly making or using a false record to conceal, avoid, or decrease an obligation to pay money or transmit property to the Government.
H. "Knowing" and "Knowingly" means a person:
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. No proof of specific intent to defraud is required.
I. "Claim" includes any request or demand for money or property (including those made under contract) to the Government or to a contractor, grantee, or other recipient, if any portion of the requested money or property is funded by or will be reimbursed by the Government.

II. A person or organization may be liable for:

A. A civil penalty $5,500 to $11,000 for each false claim;
B. Three times the amount of damages sustained by the Government due to the violations; and
C. The costs of a civil suit for recovery penalties or damages.

III. The court may reduce the treble damages if:

A. The person committing the violation voluntarily disclosed all information known to him or her to the U.S. officials responsible for investigating false claims violations within thirty days of obtaining the information;
B. The person fully cooperated with any Government investigation; and

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C. No criminal prosecution, or civil or administrative action had been commenced at the time of the person's disclosure, and the person had no actual knowledge of an investigation into such violation.

IV. Actions by Private Persons or *Qui Tam Plaintiffs*

A. An individual also has the right to file a civil suit for him or herself and for the Government. The suit must be filed in the name of the Government. The suit is filed and served on the Government. The suit and all information are filed under seal, and most remain under seal for at least sixty days. The suit may be dismissed only if the court and the Attorney General consent to the dismissal in writing.

B. If a *qui tam* plaintiff alleges a false claims violation, the complaint and a written disclosure of the evidence and information that the person possesses must be served on the Government. Once the action is filed, no person other than the Government is allowed to intervene or file a lawsuit based on the same facts.

V. Rights of the Parties to *Qui tam* Actions

A. If the Government decides to file a civil suit, it assumes responsibility for prosecuting the action and is not bound by the acts of the *qui tam* plaintiff. However, the *qui tam* plaintiff has the right to continue as a party to the action, subject to certain limitations. If the Government decides not to file a civil suit, the *qui tam* plaintiff still has the right to proceed with a lawsuit. The Government can intervene later upon a showing of good cause.

VI. Award to *Qui tam* Plaintiff

A. If the Government prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff will receive between 15 and 25 percent of the recovery, depending on his or her contribution to the case. If the case is based primarily on information other than the disclosures of the *qui tam* plaintiff, the award cannot be more than 10 percent of the recovery.

B. If the Government decides not to intervene and the *qui tam* plaintiff successfully litigates the action, he or she will receive between 25 and 30 percent of the award or settlement. In either case, the court will award the *qui tam* plaintiff reasonable expenses and attorney's fees and costs.

C. If the court finds that the *qui tam* plaintiff planned and initiated the violation upon which the civil suit was based, it may reduce the share of the recovery that the person would otherwise receive. If the *qui tam* plaintiff is convicted of criminal conduct, he or she will be dismissed from the lawsuit and will not receive any monetary award.

D. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

VII. Certain Actions Barred

A. An individual cannot bring a *qui tam* action against a member of Congress, a member of the judiciary, or a senior executive branch official based on evidence already known to the Government.

B. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the Government is already a party.

C. An individual cannot bring a *qui tam* action based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct

Attachment: QCCS MH 2023 - September 9 2022 (RES-2022-571 : Quest Community Counseling Mental Health Provider Contract 2023)

and independent knowledge of the information on which the allegations are based who has voluntarily provided the information to the Government before filing a civil action). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in a congressional, administrative, or GAO report, hearing, audit, or investigation; or from the news media.

VIII. Whistleblower Protection

A. An employee who has been discharged, demoted, suspended, threatened, harassed, or in any way discriminated against by his or her employer because of involvement in a false claims disclosure is entitled to all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had but for the discrimination;
C. Two times the amount of back pay plus interest; and
D. Compensation for any special damage sustained because of the discrimination (including litigation costs and reasonable attorney's fees).
E. The protected false claims activities include investigation for, initiation of, testimony for, or assistance in a false claims action that has been or will be filed. An employee is entitled to bring an action in the district court for such relief.

THE CALIFORNIA FALSE CLAIMS ACT

The California False Claims Act ("CFCA") applies to fraud involving state, city, county or other local government funds. The CFCA encourages voluntary disclosure of fraudulent activities by rewarding individuals who report fraud and allowing courts to waive penalties for organizations that voluntarily disclose false claims. Cal. Gov't Code §§ 12650-12655.

IX. Actions that violate the CFCA include:

A. Knowingly submitting (or causing to be submitted) a false claim for payment or approval;
B. Knowingly making or using (or causing to be made or used) a false record or statement to get a false claim paid or approved;
C. Conspiring to get a false claim allowed or paid by the state or by any political subdivision;
D. Benefiting from an inadvertent submission of a false claim, subsequently discovering the falsity of the claim, and failing to disclose to the state or political subdivision within a reasonable time after discovery;
E. Delivering less property than the amount of the receipt, where the person has possession or control of public property;
F. Knowingly making or delivering a false receipt, where the person is authorized to deliver a document;
G. Knowingly buying or receiving (as a pledge of an obligation or debt) public property from any person who has no legal right to sell or pledge the property; or
H. Knowingly making or using a record to conceal, avoid, or decrease an obligation to pay money or transmit property to the state or local government.
I. "Knowingly" means the person or organization:
    1. Has actual knowledge of the information;
    2. Acts in deliberate ignorance of the truth or falsity of the information; or
    3. Acts in reckless disregard of the truth or falsity of the information. Proof of specific intent to defraud is not required.

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J. "Claim" includes any request for money, property, or services made to the state or any political subdivision (or to any contractor, grantee, or other recipient), where any portion of the money, property, or services requested was funded by the state or any political subdivision.
    1. The maximum civil penalty is $10,000, per claim. Persons who violate the CFCA may be liable to the state for three times the amount of damages that the state sustains because of the violation. The court can waive penalties and reduce damages for CFCA violations if the false claims are voluntarily disclosed.
    2. The CFCA does not apply to false claims of less than $500. Lawsuits must be filed within three years after the violation was discovered by the state or local official who is responsible for investigating the false claim (but no more than ten years after the violation was committed.)

X. Private or *Qui Tam* Actions/Whistleblower Provisions

A. Individuals (or qui tam plaintiffs) can sue for violations of the CFCA. Individuals who bring an action under the CFCA receive between 15 and 33 percent of the amount recovered (plus reasonable costs and attorney's fees) if the state prosecutes the case, and between 25 and 50 percent (plus reasonable costs and attorney's fees) if the qui tam plaintiff litigates the case on his or her own.
B. An individual cannot file a lawsuit based on public information, unless he or she is the original source of the information.
C. The CFCA bars employers from interfering with an employee's disclosure of false claims. Employees who report fraud and consequently suffer discrimination may be awarded (1) two times their back pay plus interest, (2) reinstatement at the seniority level they would have had except for the discrimination, (3) compensation for any costs or damages they have incurred, and (4) punitive damages, if appropriate.

XI. Liability to the State or Political Subdivision

A. A person or organization will be liable to the state or political subdivision for:
B. Three times the amount of damages that the state or local government sustains because of the false claims violations;
C. The costs of a civil suit for recovery of damages; and
D. A civil penalty of up to $10,000 for each false claim.

XII. Certain Actions Barred

A. An individual cannot bring a *qui tam* suit based on allegations in a civil suit or an administrative proceeding in which the state or political subdivision is already a party.An individual cannot file a lawsuit based on the public disclosure of allegations unless he or she is the original source (e.g., an individual with direct and independent knowledge of the information on which the allegations are based). Public disclosure includes disclosure in a criminal, civil, or administrative hearing; in an investigation, report, hearing, or audit conducted by or at the request of the Senate, Assembly, auditor, or governing body of a political subdivision; or by the news media.

XIII. Awards

A. If the state or political subdivision prosecutes a case initiated by a *qui tam* plaintiff and obtains an award or settlement, the *qui tam* plaintiff receives between

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15 and 33 percent of the recovery (plus reasonable costs and attorney's fees), depending on his or her contribution to the case. If the state or political subdivision decides not to file a lawsuit and the *qui tam* plaintiff successfully litigates the action, the *qui tam* plaintiff receives between 25 and 50 percent of the award or settlement. Employees who participated in fraudulent activities are not guaranteed any recovery. If the court finds the defendant not guilty and the claim frivolous in a suit conducted by a *qui tam* plaintiff, the court may award the defendant reasonable costs and attorney fees.

XIV. Whistleblower Protection

A. Employers are prohibited from:
B. Making or enforcing any type of rule or policy that prevents an employee from disclosing information to a government or law enforcement agency, or from investigating, initiating, testifying, or otherwise assisting in a false claims action; or
C. Discharging, demoting, suspending, threatening, harassing, denying promotion to, or in any other manner discriminating against an employee because of his or her involvement in a false claims action.

XV. Liability of Employer

A. An employer who interferes with an employee's disclosure of false claims will be liable to the employee for all relief necessary to make the employee whole, including:
B. Reinstatement with the same seniority status that the employee would have had except for the discrimination;
C. Two times the amount of back pay plus interest;
D. Compensation for any special damage sustained as a result of the discrimination; and punitive damages where appropriate.

XVI. Limitations on Eligibility of Employees for Damages

A. If an employee's conduct has resulted in a false claim being submitted to the state or a political subdivision, and the employee has been discriminated against by his or her employer, he or she is entitled to remedies only if he or she voluntarily disclosed information to a government or law enforcement agency or assisted in a false claims action; and was coerced (either though harassment, threats of termination demotion, or other coercive actions) by the employer or its management into committing the fraudulent activity in the first place.

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Exhibit C
PAYMENT TERMS AND CONDITIONS

I. Approved Services and Authorization Process:

a) Clients served under this Agreement must have prior authorization by Deputy Director of Behavioral Health before services are delivered. The Deputy Director, Quality Assurance Supervisor, or designee will authorize type of service and the duration of service being delivered.

II. Monthly Invoicing and Payment:

a) The rate and terms of payment shall be as set forth below. Any modification of the rate changes shall not be binding, unless a written amendment to the Agreement is executed by the parties.

b) Contractor shall submit invoices in a form approved by HHSA no later than thirty (30) days after the last day of the month in which those services were provided. Invoices submitted prior to the end of the billing period will be returned to Contractor for resubmission.

c) The County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than sixty (60) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.

d) Notwithstanding the above, Contractor will submit invoices within ten (10) days of the end of The County fiscal year, June 30th of the current year.

e) All payment invoices shall be submitted to the following address:
Mariposa Behavioral Health and Recovery Services
PO Box 99
Mariposa, CA 95338

f) Final approved services must be submitted on an itemized invoice.

g) Services that are not in finalized format will not qualify for reimbursement.

h) Contractor may appeal a denied or modified request for payment authorization or a dispute concerning the processing or payment of a provider's itemized invoice.

i) HHSA Contractors my utilize the Provider Problem Resolution and Appeal Processes, includes.

i. A written appeal shall be submitted to HHSA within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of HHSA's failure to act on the request in accordance with the time frames required by Sections 1820.220 or 1830.250, or established by HHSA pursuant to Section 1830.215.

ii. HHSA shall have 60 calendar days from its receipt of the appeal to inform the provider in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision.

1. If the appeal concerns the denial or modification of the HHSA payment authorization request, HHSA shall utilize personnel not involved in the initial denial or modification decision to determine the appeal decision.

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2. If the appeal is not granted in full, the provider shall be notified of any right to submit an appeal to the Department of Health Services (DHCS) pursuant to Section 1850.320.
3. If applicable, the provider shall submit a revised request for HHSA payment authorization within 30 calendar days from receipt of the HHSA's decision to approve the HHSA payment authorization request.
4. If applicable, HHSA shall have 14 calendar days from the date of receipt of the provider's revised request for HHSA payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process the HHSA payment authorization.

iii. If HHSA does not respond within 60 calendar days to the appeal, the appeal shall be considered denied in full by HHSA.

III. Medi-Cal Requirements and Payment Limitations:

A. Contractor agrees to participate fully in the Medi-Cal Specialty Mental Health program and will provide County with all documentation needed to enable the County to submit claims for services provided by Contractor to Medi-Cal beneficiaries.

B. Contractor's Approved Procedure Codes and Provisional Rates For Specialty Mental Health Services:

1. When billing the County for authorized services provided to County clients, Contractor will use the appropriate coding as outlined in Exhibit A, item #2. Program Description.

C. Contractors will be reimbursed at the rates listed below and based on documentation in the Electronic Health Records System:

1. $148.80 per hour for Medi-Cal clients.
2. $148.80 per **server** hour for each individual Medi-Cal client seen in a group.

D. Any recoupment of funds by DHCS of contractor services are subject to recoupment of the contractor, as a result of state or federal audits.

IV. Cost Settlement:

A. The Contractor's Cost Report:

1. Is to be submitted annually by August 1st, shall include all services delivered through June 30th of that fiscal year.
2. Settlement to cost will be made through the submission and acceptance of this Cost Report in accordance with Federal Medicaid requirements and the approved Medicaid state plan and waivers.

B. The Cost Report shall be in the format and completed within the guidelines provided by August 1st, 2023. Failure to comply with this deadline shall result in the suspension of payment of any reserves held under the terms of this Agreement, as well as payment of the current year Agreement funds.

C. Failure to complete cost report may result in termination of contract at the discretion of HHSA.

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MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-572

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Quest Community Counseling Early Intervention Services Agreement

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RECOMMENDATION AND JUSTIFICATION:
Approve an agreement with Quest Community Counseling Services in an amount not to exceed $151,000 to provide early intervention services for individuals living with a mental illness; and authorize the Board of Supervisors Chair to sign the agreement.

Under the Mental Health Services Act (MHSA) of 2004, California imposes a 1% tax on personal income in excess of one million dollars. Local County Mental Health Programs are distributed this money to operate a MHSA program with the goal of increasing access and services for underserved and unserved populations. Through Quest Community Counseling Services, Mariposa County Health and Human Services Agency (HHSA) will use MHSA Prevention and Early Intervention (PEI) funds to provide early intervention services that specifically target school aged youth who have a family history of neurological, behavioral, socioeconomic and environmental challenges.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors approved the most recent agreement with Quest Community Counseling Services for mental health services on June 22, 2021 through Resolution No. 2021-370.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the agreement is not approved, HHSA will miss a significant opportunity to improve the long-term outcomes of youth throughout Mariposa County.

FINANCIAL IMPACT:
This contract will be paid with MHSA Prevention and Early Intervention Funds. There is no impact to the County General Fund.

ATTACHMENTS:
Quest PEI Agreement 2023 - September 9 2022 (PDF)

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

REF ID# 13376

AGREEMENT FOR EARLY INTERVENTION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Quest Community Counseling ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2022 and terminate on June 30, 2023 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $151,000. Contractor's hourly rates are listed in Exhibit B, "Cost Proposal," which is attached hereto and incorporated by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $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 $3,000,000.

(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.

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

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

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 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.

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(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.

4. 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 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 of 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

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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:
Quest Community Counseling
5037 Bullion Street
Mariposa, CA 95338

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: (209) 742-0996

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

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 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.

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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

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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.

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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	Scott Seymour, Executive Director
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

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Exhibit A
SCOPE OF WORK

Contractor agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity Contractor performs on behalf of County, to the extent County would be required to comply with such requirements.

1. Program Description and Purpose:

a. Contractor shall continue to develop, maintain, and document an early intervention program to address and promote recovery. Service and Interventions should be designed to reduce symptoms and/or improve recovery, including mental, emotional, and relational functioning.
b. CONTRACTOR shall collaborate with the COUNTY Mental Health Services Act (MHSA) administrative staff on the development, implementation, and evaluation of the programs and services.

2. Background:

a. **In November 2004, California Voters passed Prop 63 also known as the Mental Health Services Acts (MHSA). The Act imposes a 1% tax** on personal income in excess of one million dollars. Local County Mental Health Programs are distributed this money to operate a MHSA program. The MHSA programs are intended to increase access and services for underserved and unserved populations.
b. Early Intervention means treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness.
c. Early Intervention Program Services shall not exceed eighteen months, unless the individual receiving the service is identified as experiencing first onset of a serious mental illness or emotional disturbance with psychotic features, in which case early intervention services shall not exceed four years.
    i. For the purpose of this section "serious mental illness or emotional disturbance with psychotic features" means schizophrenia spectrum and other psychotic disorders including schizophrenia, other psychotic disorders, disorders with psychotic features, and schizotypal (personality disorder.) These disorders include abnormalities in one or more of the following five domains: delusions, hallucinations, disorganized thinking (speech), grossly disorganized or abnormal motor behavior (including catatonia), and negative symptoms.

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d. Early Intervention Programs and/or services may include services to parents, caregivers, and other family members of the person with early onset of a mental illness, as applicable.

3. Target Population:

a. Contractor shall target school aged youth who have a family history of neurological, behavioral, socio/economic, and environmental challenges.

4. Objectives and Outcomes:

a. Contractor shall continue to develop and maintain an Early Intervention prevention program that will provide evidence-based interventions. The program shall be aimed at measuring the reduction of prolonged suffering as referenced in Welfare and Institutions Code 5840, subdivision (d) that may result from untreated mental illness by measuring reduced symptoms and/or improved recovery, including mental, emotional, and relational functioning.

b. Contractor shall select, define, and measure appropriate indicators that are applicable to the early intervention program (see performance management section).

   i. A decrease in the severity of depression as indicated by a lower score on the PHQ-2 and a decrease in the severity of anxiety as indicated by a lower score on the GAD-2.

   ii. A decrease in the number of students sent out of the classroom post conflict resolution training to teachers, as indicated by the number of students sent to the principal's office each month.

5. Program Design and Service Description:

a. Contractor shall adhere to all federal, state, and local laws, and regulations applicable to prevention programs.

b. Contractor shall provide services in accordance with this contract, and prior to any changes, must have written approval of the Local Mental Health Director.

c. Contractor shall provide culturally and linguistically appropriate services in all threshold languages.

d. Contractor shall ensure programs and services are implemented to help create access and linkage to treatment. “Access and Linkage to Treatment” means connecting children with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, as early in onset of these conditions as practicable, to medically necessary care and treatment including, but not limited to, care provided by county mental health programs.

e. COUNTY shall accept referrals and linkages from Contractor.

f. Contractor shall ensure programs and services are designed, implemented, and promoted in ways that Improves timely access to mental health services for individuals and/or families from underserved populations. “Improving Timely Access to Services” means to increase the extent to which an individual or family from an underserved population as defined in Title 9 California Code of Regulations Section 3200.300 who needs mental health services because of risk or presence of a mental

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illness receives appropriate serves as early in onset as practicable, through program features such as accessibility, cultural and language appropriateness, transportation, family focus, hours available, and cost of services.

i. Contractor shall provide services in convenient, accessible, acceptable, culturally appropriate settings such as primary healthcare, schools, family resource centers, community-based organizations, places of worship, shelters, and public settings unless a mental health setting enhances access to quality services and outcomes for underserved populations.

g. Contractor shall ensure that programs and services are designed, implemented, and promoted using strategies that are non-stigmatizing and non-discriminatory. "Strategies that are Non-Stigmatizing and Non-Discriminatory" means promoting, designing, and implementing Programs in ways that reduce and circumvent stigma, including self-stigma, and discrimination related to being diagnosed with a mental illness, having a mental illness or seeking mental health services, and making services accessible, welcoming, and positive.

i. These approaches include, but are not limited to, using positive, factual messages and approaches with a focus on recovery, wellness and recovery, wellness, and resilience; use of culturally appropriate language, practices, and concepts; efforts to acknowledge and combat multiple social stigmas that affect attitudes about mental illness and/or about seeking mental health services, including but not limited to race and sexual orientation; co-illness and/or about seeking mental health services, including but not limited to race and sexual orientation; co-locating mental health services with other life resources; promoting positive attitudes and understanding of recovery among mental health providers; inclusion and welcoming of family members; and employment of peers in a range of roles.

h. Contractor shall provide the following Enrichment Programs:

i. Programs that will be offered for students grade 6 – 12th who have been identified as being at risk due to reported history of neurological, emotional/behavioral, socio/economic, and environmental challenges. Students who fall into this at-risk category will be identified and referred to these programs.

ii. Students will be screened to identify the most appropriate students for each of the programs listed below. The goal is to identify students in need using the school personnel and staff presence on campus. A check in program will be utilized two days a week on the high school campus (barring no COVID-19 restrictions prohibit this) to survey the population and refer students to appropriate programs utilizing the PHQ-2, GAD-2, and the Adverse Childhood experiences (ACE) Assessment. To qualify, students must have an ACE score of at least four (six for outdoor exploration), or; a score of three or more on the PHQ-2 or GAD-2, or; be reporting symptoms of stress (anxiety, depression, etc.) or showing academic decline that could be due to social/emotional challenges. Targeted negative outcomes include, but are not

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limited to: anxiety, depression, PTSD, ADHD, ODD, conduct disorder, anger, suicidal/homicidal ideations, and stress resulting in negative behaviors at home and school.

iii. Programs include: Self-empowerment program, intro into clinical skills, horse therapy, cognitive behavioral intervention for trauma in schools (CIBTS), and outdoor exploration program.

1. Self-Empowerment Program:
    a. Self-empowerment and somatic therapy will be used as a medium for health and healing. The program is geared towards cultivating self-esteem and victimization rehabilitation through teaching the empowering tools of self-defense, setting boundaries through assertive communication, body language, and posture to help students process and release the challenges and/or traumas of victimization they've endured and learn to cope positively.
    b. Activities include, but are not limited to psycho-education on stress reduction (mindfulness, journaling, breathing techniques, healthy boundaries, and empowered communication skills), and somatic therapy techniques that help students to increase awareness of how their past challenges are showing up in their minds and bodies as stress and tension, and to learn how to use esteem building physical exercise as a tool for releasing stored trauma. Students will learn how to identify somatic sensations and emotions, so that they can have an increased awareness of how they are feeling.
    c. This service may be provided anywhere in the community as appropriate.
2. Introduction into Clinical Skills:
    a. This program will be provided for identified at risk youth that are struggling to engage with teachers, family members, and/or peers in a healthy and productive manner. The group course content will include an introduction to clinical skills, , healthy communication, implementation of healthy coping skills, peer mentoring, and problem solving/resolution techniques.
    b. Activities include, but are not limited to: psycho-education on therapeutic techniques (building rapport, active listening, reflecting, holding space), psycho-education on therapeutic theory (CBT, DBT, mindfulness based stress reduction, and non-violent communication), interactive games related to mental health, and peer mentoring processing sessions.
    c. This service may be provided anywhere in the community as appropriate.
3. Horse Therapy:

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a. Horse therapy will be used as medium for health and healing. The program is geared towards cultivating increased awareness and use the powerful horse/human connection to help students process and release the challenges they've been harboring and learn to cope positively.
b. This program will include mindfulness-based stress reduction while working with horses. Students will learn to connect to their breath and use it as an indicator of what is going on for them mentally and emotionally. Students will learn that changing their breathing patterns can improve their mental and emotional states. Students will learn to use their breath as a coping mechanism to down regulate their nervous system when facing fearful or challenging situations. Once students learn to do this with a horse, they will be able to do this in other areas of their lives as well. Learning this important skill can help improve current mental health issues, as well as prevent future symptoms from emerging.
c. This service may be provided anywhere in the community as appropriate.

4. Cognitive Behavioral Intervention for Trauma in Schools (CBITS):
   a. This is an evidence-based program developed in LA to help kids learn and develop healthy coping strategies for extreme stress and trauma.
   b. This program may be provided anywhere in the community as appropriate.
5. Outdoor Exploration Program:
   a. Outdoor exploration will be a preventative mental health program om which outdoor exploration is used as a medium for health and healing. This program is geared towards cultivating increased awareness using mindfulness-based practices, and a connection to nature to help students process and release challenges and learn to cope positively.
   b. Students must be reporting severe symptoms of mental illness or showing severe academic decline that could be due to social/emotional challenges.
   c. Program activities may include but are not limited to psychoeducation on nature and stress reduction. Interventions (such as mindfulness-based stress reduction, journaling, breathing techniques, meditation, and direct connection to nature) and self-care (identifying emotional needs and learn how to tend to those needs in a respectful and compassionate matter.

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d. This program may be provided anywhere in the community as appropriate.

iv. Enrichment programs are intended to address conditions early in its manifestation, to curb the decline in functioning and promote wellness in the youth of Mariposa.

v. Each program will be operated from a strengths-based trauma informed perspective. Conflict resolution and de-escalation techniques will be utilized if necessary.

vi. Enrichment program curriculum will be created and directed by a Quest Counseling Licensed Mental Health Clinician. All program curriculum will be presented by a Licensed Mental Health Clinician or a Mental Health Professional directly supervised by the Licensed Mental Health Clinician. All Mental Health Professional Staff will have a master's level education allowing them to guide mental health activities under the direct supervision of a Licensed Mental Health Clinician. Psychotherapy will only be proved by a Board approved Mental Health Professional.

1. Partnering agencies will be working within their professional area of expertise and not providing mental health services. All partnering agency staff will have to attend an extensive training program provided by Quest Counseling to ensure their ability to provide a positive environment free of re-traumatization.
2. Quest staff will be responsible for all mental health program activities and will utilize partner agencies as supports in their professional areas throughout the program.

i. Contractor shall provide Mental Health Student Check ins:

i. Program geared towards grades 9 – 12th. Will be provided to students based on identification by MCUSD as needing or requesting further services.

ii. Contractor will follow up by reaching out to the student and/or caregiver to initiate services.

iii. These services must be provided on the school campus.

iv. This program also includes an aspect of teacher/student conflict resolution and classroom re-integration. This part of the program is geared towards teachers who end up removing a student from the classroom. The goal of this program is to provide healthy communication, conflict resolution and reintegration into the classroom.

v. This program will require a master's level mental health staff member to be on a MCUSD school site two full days a week while school is in session.

j. Contractor shall provide Teacher/Staff Training:

i. A training series geared towards helping teachers learn the best practices for resolving conflict in the classroom, building positive relationships with students, and creating strength-based classroom environments using trauma informed care and principles.

ii. This program will be led by a master's level instructor and co-instructor

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iii. This program will be geared towards all high school level staff at MCUSD.

k. Contractor shall ensure that services and programs are provided throughout the fiscal year, not accumulated until the end.

l. Changes to the programs and services being provided must be within the scope of the mental health services act and only upon written approval of the Local Mental Health Director.

m. CONTRACTOR shall participate in stakeholder meetings no less frequently than once annually.

6. <u>Performance Management:</u>

a. Contractor shall ensure services are provided throughout the fiscal year, and report to the COUNTY, the number of individuals served each month.

i. Contractor shall report both the duplicated and unduplicated number of clients served each month.

ii. Enrichment Programs:

1. Self-Empowerment Program is expected to serve 30 students annually.

2. Introduction to Clinical Skills is expected to serve up to50 students annually.

3. Horse Therapy program is expected to serve 30 students annually.

4. .

5. CBITS is expected to serve up to 20 students annually.

6. Outdoor Exploration Program is expected to serve 120 students annually.

iii. Student Check-ins is expected to serve 192 initial student contacts and 40 students who require ongoing contacts.

iv. Teacher/staff training is expected to serve up to 40 teachers at the high school level impacting potentially 700 students.

b. Contractor must provide a description of how each participant's early onset of a potentially serious mental illness will be determined and identified.

i. Enrichment Programs: Programs that will be offered for students grade 6 – 12th who have been identified as being at risk due to reported history of neurological, emotional/behavioral, socio/economic, and environmental challenges. Students who fall into this at-risk category will be identified and referred to these programs.

1. Early childhood experiences with trauma has proven to exacerbate mental, physical, and emotional issues as adults. A large part of our county's youth have experienced a number of traumatic events in their young lives and are at risk for issues throughout their lifetime. ACES survey will be used to identify youth that are at risk of developing mental health issues later in life.

2. Referred students will be administered a PHQ-2, GAD-2 and the Adverse Childhood Experiences (ACE) Assessment. To qualify, students must:

Attachment: Quest PEI Agreement 2023 - September 9 2022 (RES-2022-572 : Quest Community Counseling Early Intervention Services

a. have an ACE score of at least 4 (6 for theOutdoor Exploration program) or;
b. a score of 3 or more on the PHQ-2 or GAD-2, or;
c. be reporting symptoms of stress (anxiety or depression) or showing academic decline that could be due to social/economic challenges.

ii. Student Check ins: Individuals will be identified by the Mariposa County Unified School District (MCUSD) and referred to the program utilizing the PHQ-2, GAD-2, and the ACE scores.

c. Contractor shall describe how participants qualified for each service.
d. Contractor shall describe what outcomes/indicators will be used to measure the impacts of the programs and/or services to indicate a reduction of risk factors or an increase of protective factors.
   i. A decrease in the severity of depression as indicated by a lower score on the PHQ-2 and a decrease in the severity of anxiety as indicated by a lower score on the GAD-2.
   ii. A decrease in the number of students sent out of the classroom post conflict resolution training to teachers, as indicated by the number of students sent to the principal's office each month.
e. Contractor shall manage the program to ensure data collection to support outcomes/indicators.
f. Contractor shall collect demographic data for all participants and report monthly to COUNTY.
g. Contractor shall describe how outcomes will be achieved.
   i. Enrichment Programs (Self Empowerment Program, Psychology Skills Course, Horse Therapy, Yoga/Mindfulness Program, Outdoor Exploration Program):
      1. Outcomes/indicators: A decrease in the severity of depression as indicated by a lower score on the PHQ-2 and a decrease in the severity of anxiety as indicated by a lower score on the GAD-2.
   ii. Student Check-ins:
      1. Outcomes/indicators: A decrease in the severity of depression as indicated by a lower score on the PHQ-2 and a decrease in the severity of anxiety as indicated by a lower score on the GAD-2.
   iii. Teacher/Staff Trainings:
      1. Outcomes/indicators: A decrease in the number of students sent out of the classroom post conflict resolution course to teachers, as indicated by the number of students sent to the principal's office each month.
h. Contractor shall describe how outcomes will be collected and tracked on the monthly reporting form.
i. Contractor shall provide a roster of participants for each program in addition to the monthly reporting form.
j. Contractor shall report monthly to COUNTY on all data collected and any outcomes.

Attachment: Quest PEI Agreement 2023 - September 9 2022 (RES-2022-572 : Quest Community Counseling Early Intervention Services

k. Contractor shall report annually to COUNTY on all data collected and any outcomes, including a final report on the effectiveness of the program and/or services.
l. Contractor shall manage the program operations and program costs to insure the provision of services for the full term of this Agreement.

Attachment: Quest PEI Agreement 2023 - September 9 2022 (RES-2022-572 : Quest Community Counseling Early Intervention Services

Exhibit B
COST PROPOSAL

Contractor will invoice Mariposa County Health and Human Services Agency (**HHSA**) based on program totals. All invoices must have a completed monthly reporting form attached. Contractor shall be compensated for services satisfactorily performed in an amount not to exceed **$151,000.00** as set forth herein. The contract is not to exceed **$151,000.00.**

Compensation shall be based on satisfactory Contractor performance of all activities described in the Scope of Work, Exhibit A. Contractor shall continue throughout the year to develop, maintain, and document an early intervention program to address and promote recovery in the school setting and submit monthly reports with each invoice. In the event Contractor fails to perform activities as described, HHSA may deny all or part of the requested monthly invoice. In the event the school setting is closed entirely or in part due to COVID-19 or another emergency, Contractor may continue activities by telecommunications or other remote means; however, if Contractor is unable to perform activities, HHSA may deny all or part of the requested monthly invoice.

Budget Breakdown

I. Enrichment Programs Total = $93,973.00

a. Self Esteem Building = $19,668.00
   i. This program will be led in small groups of at least three students and will not exceed 20 students per group.
   ii. This program will run 2 days per week for 33 weeks, totaling 66 sessions. Each session will be 1 hour.

b. Introduction to Clinical Skills Course= $17,880.00
   i. This program will be led in groups of no less than 20 students and no more than 50 students per group.
   ii. This program includes 30 sessions.
   iii. This program will run as one group throughout the school year reaching a minimum of 20 students and a maximum of 50 students. Each group should be held on average, two hours per week, depending on the school academic calendar.

c. Horse Therapy = $37,548.00
   i. This program will be led in groups of no less than six students, and no more than 10 students per group.
   ii. Each group consists of 42 sessions.
   iii. This funding allows for three different groups offered throughout the year reaching a minimum of nine students, and a maximum of 30 students.
   iv. Each group will be provided on an average of one and half hours per week, depending on the school academic calendar.

d. Outdoor Exploration Program = $11,452.00
   i. This program will be led in groups of no less than ten students, and no more than 20 students per group.

Attachment: Quest PEI Agreement 2023 - September 9 2022 (RES-2022-572 : Quest Community Counseling Early Intervention Services

ii. This program will allow for 6 outdoor exploration trips throughout the school year reaching a minimum of 40 students and a maximum of 120 students.

e. Cognitive Behavioral Intervention for Trauma in Schools (CBITS) = $7,425.00
   i. This program will be led in groups of no less than 3 students, and no more than 20 students per group.
   ii. Each group will consist of ten group sessions, three individual sessions, two caregiver sessions, and one individual teacher session.
   iii. This funding will allow for one group to be served throughout the school year reaching a minimum of 3 students and a maximum of 20 students.

II. Student Check-Ins Total = $54,648.00

a. This program will include one master's level mental health staff member to be on a MCUSD school site four full days a week while school is in session and up to six hours a week during summer school.

b. This funding allows for 15 initial contacts per week while school is in session and two initial contacts each week during summer school.

c. This program is expected to serve up to 192 one-time contacts, and up to 40 students requiring additional contacts.

III. Teacher Training Series Total = $2,376.00

a. This program will be administered to up to 40 teachers and indirectly impacting approximately 700 students.

b. This funding allows for four trainings provided throughout the school year for MCUSD staff.

Any combination of the above programs may not exceed $151,000.00.

Attachment: Quest PEI Agreement 2023 - September 9 2022 (RES-2022-572 : Quest Community Counseling Early Intervention Services

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2022-573

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Mental Health Student Services Act (MHSSA) Grant

RECOMMENDATION AND JUSTIFICATION:
Approve Grant Agreement with the Mental Health Services Oversight and Accountability Commission (MHSOAC); and Authorize the Board of Supervisors Chair to Sign the Agreement.

This Agreement term begins on the date of execution and ends on December 31, 2026. The total amount of this agreement is not to exceed $2,500,000.

Funding under this grant program will enable Grantee to enhance county partnerships with school-based programs. Said partnership should expand access to mental health services for children and youth, including campus-based mental health services; and should facilitate linkages and access to ongoing and sustained services.

The Health and Human Services Agency (HHSA) will pass this funding through to Mariposa County Unified School District (MCUSD) to perform services to students. HHSA is acting as a pass-through agency of the $2,500,000, which will be utilized by MCUSD staff according to the plan that MCUSD has developed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This is a new funding opportunity under the Mental Health Student Services Act (MHSSA). HHSA will pass the entire grant through to MCUSD.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not approve the grant agreement, MCUSD administration and the students of the County will not receive the benefit of the $2,500,000 to perform mental health services.

FINANCIAL IMPACT:
There will be no impact to the County General Fund. The new $2,500,000 grant and all associated costs will be passed through to MCUSD.

ATTACHMENTS:
21MHSOAC078 Std 213_v5 (PDF)

REF ID# 13384

21MHSOAC078 Exhibit A_v4 (PDF)
21MHSOAC078 Exhibit B_v4 (PDF)
21MHSOAC078 Exhibit C_v3 (PDF)

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

State of California

MHSOAC Form 213
21MHSOAC078

Mental Health Services
Oversight & Accountability Commission

Grant Agreement

CONTRACTING AGENCY:	Mental Health Services Oversight and Accountability Commission
CONTRACTOR:	County of Mariposa
AGREEMENT NUMBER:	21MHSOAC078
DGS EXEMPTION:	WIC 5897(f) and 5886(m)

Parties

This Grant Agreement (Agreement) is entered into between County of Mariposa, a branch of county government headquartered in Mariposa, CA; and the Mental Health Services Oversight and Accountability Commission (MHSOAC or Commission), a branch of State government headquartered in Sacramento, CA.

Term

This Agreement term begins on the last date of signature shown below and ends on December 31, 2026.

Funding Amount

The maximum award under this Agreement is:
$2,500,000.00 (Two million five hundred thousand dollars and no cents.)

Exhibits

The parties mutually agree to abide by the following terms and conditions. All Exhibits and other documents identified below are incorporated-by-reference into this Agreement as if fully set forth herein.

Attachment: 21MHSOAC078 Std 213_v5 (RES-2022-573 : Approve Mental Health Student Services Act (MHSSA) Grant)

Mental Health Services
Oversight & Accountability Commission

Exhibit A: Scope of Work	4 Pages
Exhibit B: Fiscal Detail	2 Pages
Exhibit C: General Terms and Conditions	4 Pages
Document: RFA_MHSSA_003 Addendum 2	Incorporated by reference
Document: Grantee's Application for RFA_MHSSA_003	Incorporated by reference

Grant Managers

Direct all program inquiries to:

MHSOAC	**Contractor**
Name: Nai Saechao	Name: Lydia Lower
Address: 1812 9th Street Sacramento, CA 95811	Address: PO Box 8 Mariposa, CA 95338
Phone: (916) 500-0577	Phone: 209-742-0250
Fax: (916) 623-4687	Fax: 209-966-4549
Email: Nai.Saechao@mhsoac.ca.gov	Email: llower@mcusd.org

Direct all fiscal inquiries to:

MHSOAC	**Contractor**
Attention: Anissa Padilla	Name: Kierstin Wight
Address: 1812 9th Street Sacramento, CA 95811	Address: PO Box 8 Mariposa, CA 95338
Phone: (916) 445- 8696	Phone: 209-742-0250
Fax: (916) 623-4687	Fax: 209-966-4549
Email: Accounting@mhsoac.ca.gov	Email: kwight@mcusd.org

Attachment: 21MHSOAC078 Std 213_v5 (RES-2022-573 : Approve Mental Health Student Services Act (MHSSA) Grant)

Mental Health Services
Oversight & Accountability Commission

Attachment: 21MHSOAC078 Std 213_v5 (RES-2022-573 : Approve Mental Health Student Services Act (MHSSA) Grant)

Signatures

This Agreement is executed between the parties by signature of their authorized representatives shown below:

County of Mariposa	
Business Address: P.O. Box 99, Mariposa, CA, 85338	
Person Signing: Rosemarie Smallcombe	Title: Board Chair
Signature:	Date:

Mental Health Services Oversight and Accountability Commission	
Business Address: 1812 9th Street, Sacramento, CA 95811	
Person Signing: Norma Pate	Title: Deputy Director
Signature:	Date:

EXHIBIT A:

SCOPE OF WORK

Recitals

1. Authority. This grant is awarded pursuant to the Commission's authority under t Mental Health Student Services Act (MHSSA).
2. Funding. This grant is funded under the Mental Health Services Act (MHSA). Tl grant was awarded through a competitive bid process.
3. Program Parameters. This Program is designed to follow MHSSA requirements WIC Section 5886 *et seq.* and as stated in RFA_MHSSA_003, Addendum 2.
4. Partnership. Grantees under this Program will partner with at least one school district, and the County Office of Education and/or a charter school for delivery mental health services to the targeted population of children, youth and young adults (School Entity).

Objectives

Funding under this grant program will enable Grantee to enhance county partnershi with school-based programs. Said partnership should expand access to mental hea services for children and youth, including campus-based mental health services; an should facilitate linkages and access to ongoing and sustained services. Emphasis be placed on outreach to a "targeted population" consistent with WIC Section 5886. That population includes those children and youth who are in foster care; those whc identify as lesbian, gay, bisexual, transgender, or queer; and those who have been expelled or suspended from school.

Compliance

1. Request for Application. The full Scope of Work is contained in RFA_MHSSA_0 Addendum 2 (RFA) and Grantee's application submitted in response to RFA_MHSSA_003 (Grantee Application). The RFA and Grantee Application are incorporated by reference and made part of this Agreement as if fully attached hereto.

2. State and Federal. Grantee agrees to comply with the program requirements se forth in WIC Section 5886 *et seq*., including outreach to the targeted population; with the requirements set forth in the RFA. In addition, per the Budget Act of 20 target Economically Disadvantaged Communities (EDC). For the purpose of the and subsequent grant award, EDC is defined as Title 1 Schools with Free and Reduced-Price Meal Programs.

3. Record Retention. Records must be retained for at least five (5) years after the on which the funding source expires. At the time of Agreement execution, the da funds expiration was December 31, 2028, but the parties understand that this is subject to change.

Attachment: 21MHSOAC078 Exhibit A_v4 (RES-2022-573 : Approve Mental Health Student Services Act (MHSSA) Grant)

Funding (*RFA, Section V.E*)

1. Allowable Costs. Grant funds must be used as proposed in the grant Applicatic compliance with the requirements in the RFA and the MHSSA as approved by Commission

2. Invoicing. Grant funds are available for invoicing as follows (see also Exhibit B
   a) Program Development: Funds are available to be invoiced once the contra executed
   b) Program Operations: Funds will be available quarterly in arrears based on quarterly amount listed in the Grant Application Budget for each year
   c) The Commission will provide the Grant Claim Form as the document to be used for submitting invoices.
   d) At a minimum on an annual basis, the Commission will compare amounts actually expended by the Grantee with amounts that have been disbursed the Grantee and true up any difference in the following quarterly payment ensure funds are spent by the Grantee.

3. No Transfer. Grant funds cannot be transferred to any other program account specific purposes other than the stated purpose of this grant

Expenditure Reporting (**RFA, *Section VII. A.***)

Program Expenditures. Grantee shall submit total program expenditures (aggregate a quarterly basis in accordance with the dates shown in Table 1: Reporting Dates.

Data Reporting (***RFA, Section VII. A.***)

1. Program Data. Grantee shall report the following data quarterly following the d listed in Table 1: Reporting Dates. Data shall be reported in a form and manne be provided by the Commission. Data elements shall include at least the follow
   a) Number of students screened and not referred to services
      1. Number of students on the Free and Reduced-Meal Program
      2. Grade/Number in each grade
      3. Age/Number is each age group
      4. Primary Language/number in each primary language
      5. Ethnicity/number in each ethnicity
      6. Number of students suspended/expelled
      7. Number of students who dropped out
      8. Number of students with IEP/504
      9. Number of students in foster care
      10. Number of students that have been in juvenile hall
   b) Number of students screened and referred to services
      1. Number of students on the Free and Reduced-Meal Program
      2. Grade/Number in each grade
      3. Age/Number is each age group
      4. Primary Language/number in each primary language
      5. Ethnicity/number in each ethnicity
      6. Number of students suspended/expelled
      7. Number of students who dropped out

Attachment: 21MHSOAC078 Exhibit A_v4 (RES-2022-573 : Approve Mental Health Student Services Act (MHSSA) Grant)

8. Number of students with IEP/504
9. Number of students in foster care
10. Number of students that have been in juvenile hall

c) Number of trainings provided to teachers, administrators, and parents
d) Number of school mental health partnership coordination activities with otl interested parties

Table 1: Reporting Dates

Report	Reporting Period	Due to Commission
1	Through February 28, 2022	N/A
2	March 1, 2022 – May 31, 2022	N/A
3	Agreement Start Date – August 31, 2022	October 7, 2022
4	September 1, 2022 – November 30, 2022	January 9, 2023
5	December 1, 2022 – February 28, 2023	April 7, 2023
6	March 1, 2023 – May 31, 2023	July 10, 2023
7	June 1, 2023 – August 31, 2023	October 9, 2023
8	September 1, 2023 – November 30, 2023	January 8, 2024
9	December 1, 2023 – February 29, 2024	April 8, 2024
10	March 1, 2024 – May 31, 2024	July 9, 2024
11	June 1, 2024 – August 31, 2024	October 8, 2024
12	September 1, 2024 – November 30, 2024	January 8, 2025
13	December 1, 2024 – February 28, 2025	April 8, 2025
14	March 1, 2025 – May 31, 2025	July 8, 2025
15	June 1, 2025 – August 31, 2025	October 8, 2025
16	September 1, 2025 – November 30, 2025	January 9, 2026
17	December 1, 2025 – February 28, 2026	April 8, 2026
18	March 1, 2026 – May 31, 2026	July 8, 2026
19	June 1, 2026 – August 31, 2026	October 8, 2026
20	September 1, 2026 – November 30, 2026	December 8, 2026
21	December 1, 2026 – December 31, 2026	TBD

Attachment: 21MHSOAC078 Exhibit A_v4 (RES-2022-573 : Approve Mental Health Student Services Act (MHSSA) Grant)

Performance Reporting (RFA, *Section VII.A.*)

1. Monthly. Check-Ins with the Commission staff to discuss performance and atten
resolve any issues that may arise.

2. Quarterly. Meetings with the Commission staff, which may include collaboration
meetings with other counties. In conjunction with these meetings, Grantee will s
the following information in a form and manner to be provided by the Commissic
This information is due on a quarterly basis, or as requested, as shown in Table
Reporting Dates.
    a. Staff Hired and count
    b. Contractors hired and count
    c. Goods purchased
    d. Capital purchases
    e. Other pertinent information (e.g., follow-up from Monthly check-ins)

3. Annual. Grantee shall report all expenditure information in an Annual Fiscal Rep
within 30 days of the end of each Grant Year, in a form and manner to be provic
by the Commission

4. Program Development Reporting. Grantee shall report on Program Developmer
submitting the Plans listed below, in a form and manner to be provided by the
Commission. All Plans must be approved by the Commission before moving to t
Program Operations phase. Plans can be submitted and approved on a flow bas
and need not be sequential.
    a. Project Plan
    b. Implementation Plan
    c. Communication Plan
    d. Refined Budget Plan (line-item detail of proposed costs)

    In addition, Grantee shall provide a written agreement signed by the representat
    of each School Entity showing support/approval for the Program Development p
    listed above, as a condition of moving to Program Operations. A template will be
    provided by the Commission for this purpose.

Attachment: 21MHSOAC078 Exhibit A_v4 (RES-2022-573 : Approve Mental Health Student Services Act (MHSSA) Grant)

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

   a) The amount payable by the Commission to the Grantee is specified in Section 4, Payment Schedule.

   b) Grant Award Claim Form (Attachment B-1) shall be submitted no later th the first week after each quarterly reporting period and is subject to the Commission's review and approval before being paid.

   c) Grantee shall submit each Grant Award Claim Form to the MHSOAC Gr Manager (Fiscal) via electronic transmittal, at the following address:

   Accounting@mhsoac.ca.gov

2. **Budget Contingency Clause**

   a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Program, this Agreement shall be of no further for and effect. In this event, the Commission and the State of California (Sta shall have no liability to pay any funds whatsoever to Grantee or to furnis any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

   b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cance Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

   c) If the term of this Agreement overlaps Federal and State fiscal years, sh funds not be appropriated by Congress or approved by the Legislature fo fiscal year(s) following that during which this grant was executed, the Sta may exercise its option to cancel this grant.

   d) This grant is subject to any additional restrictions, limitations, or conditio enacted by Congress or the Legislature which may affect the provisions terms of funding of this grant in any manner.

3. **Budget Detail**
   The total amount of this Agreement shall not exceed $2,500,000.00 (Two mi five hundred thousand dollars and no cents). Payment shall be made in accordance with the payment schedule below.

Attachment: 21MHSOAC078 Exhibit B_v4 (RES-2022-573 : Approve Mental Health Student Services Act (MHSSA) Grant)

4. **Payment Schedule**
Grantee was approved for a grant cycle that covers the number of years liste
the chart below with funds allocated annually. Payment will be made availab
Program Development phase upon execution of the contract. Program
Operations funds will be paid quarterly in arrears based on the quarterly am
listed in the Grant Application Budget for each year. See amounts below for
Program Development and annual Program Operations.

The total amount of payments made in any phase/year is to not exceed the
amount stated in the chart below unless Grantee requests and the Commiss
approves the re-allocation of funds.

Funds Distribution		**Grant Funding**
Program Development		$ 210,000.00
Program Operations		
Year 1		$ 458,000.00
Year 2		$ 458,000.00
Year 3		$ 458,000.00
Year 4		$ 458,000.00
Year 5		$ 458,000.00
Grant Total		$2,500,000.00

Grantee shall remit to the Commission all unexpended grant funds within 30
after the termination of this Agreement.

At a minimum on an annual basis, the Commission will compare amounts
actually expended by the Grantee with amounts that have been disbursed to
Grantee and true up any difference in the following quarterly payment to ens
funds are spent by the Grantee.

The Commission may withhold funds if Grantee fails to meet the reporting
requirements, falls behind schedule, has unexpended funds, modifies the sc
of the Program, or presents some other deficiency. The Commission will pro
advance Notice of such withhold with a description of the deficiency; and allo
Grantee an opportunity to cure for at least 30 days, where the duration shall
governed by time remaining in the term of this Agreement.

As part of said cure, Grantee shall provide the Commission with a Mitigation
including a timeline for correcting the deficiency. Funding disbursement can
resume until said Plan has been received by the Commission and agreed up
between the parties.

Attachment: 21MHSOAC078 Exhibit B_v4 (RES-2022-573 : Approve Mental Health Student Services Act (MHSSA) Grant)

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. Amendment: No amendment or variation of the terms of this Agreement shall be
unless made in writing and signed by the parties. No oral understanding or agre
not incorporated in this Agreement is binding on the parties.

2. Assignment: This Agreement or any interest herein shall not be assigned to ano
party. Any attempt to make such an assignment is cause for immediate terminat
(See Section 25.)

3. Audit: The Commission or California State Auditor or any State of California fisc
oversight agency has the right to audit performance under this Agreement. The
auditor(s) shall be entitled to review and copy Grantee's records and supporting
documentation pertinent to its performance. Grantee agrees to maintain such re
and documents for a minimum five (5) years after the funding source expires. G
agrees to allow the auditor(s) access to such records and documents as are rele
and pertinent, at its facilities during normal business hours; and to allow its emp
be interviewed as deemed necessary, in the professional opinion of the auditor(
Commission agrees to give Grantee advance written notice of any onsite audit

4. Captions: The subject matter headings appearing in this Agreement have been
for the purpose of convenience and ready reference. They do not purport to an
not be deemed to define or modify party intent.

5. Confidentiality: Grantee shall not disclose data or documents or disseminate the
contents of any preliminary report or work product created under this Agreemen
written permission of the Commission.

6. Counterparts: The parties may sign this Agreement in multiple counterparts, eac
which constitutes an original, and all of which, collectively, constitute only one
agreement. This Agreement may be executed electronically through any means
includes password-protected authentication. The parties agree that signed elect
counterparts will be binding upon them in the same way as though they were ha
with original signatures.

7. Dispute Resolution:

   A. *First Level*. Grantee shall first discuss and attempt to resolve any dispute aris
   under its performance of this Agreement informally with the Commission Cont
   Manager. If the dispute cannot be disposed of at this level, it shall be decidec
   Commission Executive Director for which purpose Grantee shall submit a writ
   statement of dispute to: Executive Director, MHSOAC, 1812 9th Street, Sacra
   California 95811. The submission may be transmitted by email but must alsc
   sent by overnight mail with proof of receipt (see provisions for Notice above).
   B. *Second Level*. Within ten (10) days of receipt of the statement described abo
   Executive Director or designee shall meet Contractor's representative(s) for th

Attachment: 21MHSOAC078 Exhibit C_v3 (RES-2022-573 : Approve Mental Health Student Services Act (MHSSA) Grant)

purpose of resolving the dispute. The Executive Director shall issue a decisio be served in the same manner as the written statement, which shall be final at th informal level.

C. *Arbitration*. After recourse to the informal level of dispute set forth above, any controversy or claim arising out of or relating to this Agreement or breach ther shall be settled by arbitration at the election of either party in accordance with Calif Public Contract Code Section 10240 et. seq. and judgment upon the award re ed by the arbitration may be entered in any court having jurisdiction thereof.

8. Electronic Signature: Unless otherwise prohibited by law, the parties agree tha electronic signature has the same legal force and effect as a hard-copy with ink signature. The term "electronic signature" means one that is applied using a m ly- approved technology with imbedded authentication and password protection; th rties agree that either DocuSign™ or Adobe Acrobat™ is so approved. The parties er agree that a signed copy of this Agreement may be transmitted by electronic m including facsimile and email.

9. Governing Forum: In the event of dispute, the parties agree that the County of Sacramento and City of Sacramento shall be the proper forum.

10. Governing Law: This Agreement is governed by and shall be interpreted in acco ce with the laws of the State of California, without regard to state conflict-of-law.

11. Indemnification: Grantee agrees to indemnify, defend and hold harmless the Commission and its officers, agents and employees from any and all claims or l s resulting from its negligence or intentional actions in utilizing the grant funds unc iis Agreement.

12. Independent Contractor: Grantee and its agents shall act in an independent cap in the performance of this Agreement and not as employees or agents of the Com on.

13. Interpretation: In the event of ambiguity, the language in this Agreement shall be assigned its ordinary English meaning; or its meaning under industry jargon, as be applicable.

14. MHSOAC Logo: Contract hereby authorizes the uses of the Commission Logo b Grantee for outreach and information purposes in connection with this Agreeme Grantee understand and agrees it must adhere to the guidelines in the Commis Brand Book in using this logo. A copy of Brand Book will be provided to the grar upon the request.

15. Non-Discrimination: Grantee shall not discriminate against any person on the ba f race, religious creed, color, national origin, ancestry, physical disability, mental ility, medical condition, genetic information, marital status, sex, gender, gender ident gender expression, age, sexual orientation, or military and veteran status. repre s that this pledge extends to its obligations as an employer. Grantee also represe at it will follow all federal and state laws that apply to anti-discrimination, anti-harass and workplace safety.

Attachment: 21MHSOAC078 Exhibit C_v3 (RES-2022-573 : Approve Mental Health Student Services Act (MHSSA) Grant)

16. Notice: The parties agree that any writing or Notice required under this Agreeme
be made in writing to each other's Grant Managers as identified in Exhibit A, inc
Reports and other non-binding communications. The parties agree that email w
considered sufficient for Notices, Reports and other writings required under this
Agreement; except for a Notice of Termination which shall be sent by overnight
proof of receipt to the Grant Manager, and also to the fiscal agent named in Exh

17. Presentations: Grantee shall meet with the Commission upon request to presen
findings, conclusions or recommendations that result from its performance unde
Agreement.

18. Cooperation: Grantee shall cooperate with and shall be available to meet with
Commission staff to discuss any difficulties, or special problems, so that solutior
remedies can be developed as soon as possible.

19. Public Records Act: The Commission is governed by and shall comply with the
Public Records Act (PRA) at Government Code Sections 6250 *et seq*. Under th
medical records, data and any other information in the custody of the Commissi
exempt from disclosure to the extent they contain personally identifiable informa
shall be withheld from disclosure to that extent.

20. Publications And Reports: The Commission reserves the right to use and reproc
reports and data produced and delivered under this Agreement. The Commissi
further reserves the right to authorize others to use or reproduce such materials

21. Severability: In the event any provision of this Agreement is unenforceable that
parties agree that all other provisions shall remain in full force and effect.

22. Staff Partnering: Selected Commission staff shall be permitted to work side-by-s
Grantee's staff to the extent and under conditions agreed upon between the par
Commission staff will be given access to Contractor's data, working papers and
written materials as needed for this purpose.

23. Subordinate Agreements:

A. *Pass-Through*. Grantee shall not "pass through" any portion of its funding un
Agreement except to its school partners as identified in the Application for Grant
(aka School Entity); or, as identified by written Notice to the Commission Contra
Manager during the course of this Agreement. Said pass-through shall be docur
in a written agreement subordinate to this Grant Agreement (Sub-Grant) which s
provided to the Commission upon request. The Sub-Grant may be collateral to
Partnership Agreement submitted in connection with the Application. The Sub-G
shall:

a. Incorporate the reporting requirements in Exhibit A
b. Incorporate the data requirements in this Exhibit A
c. Include the following provisions from this Exhibit C: Audit, Commission
Presentations and Governing Law/Forum

Attachment: 21MHSOAC078 Exhibit C_v3 (RES-2022-573 : Approve Mental Health Student Services Act (MHSSA) Grant)

B. Vendors. Grantee is authorized to retain third-party vendors in furtherance of objectives of this Agreement. The Commission is entitled to receive copies of th contracts between Grantee and said vendor(s), upon request. The Commission entitled to require advance review and approval for a given vendor contract, upc request. Grantee agrees to include the following provisions from this Exhibit C i vendor sub-contracts: Audit, Commission Logo, Presentations and Governing Law/Forum

24. Survival: The following terms and conditions in this Exhibit C shall survive termi this Agreement: Audit, Commission Logo, Presentations, and Governing Law/F

25. Termination For Cause: The Commission is entitled to terminate this Agreemer immediately and be relieved of any payments should the Grantee fail to perform responsibilities in accordance with the due dates specified herein. However, the Commission agrees to give Grantee advance written Notice stating the cause a provide an opportunity to cure, on a case-by-case basis, and at its sole discretio costs to Commission that result from a termination for cause shall be deducted f sum due the Grantee for work satisfactorily performed; the balance shall be paic demand pursuant to Exhibit B.

26. Waiver: Waiver of breach under this Agreement shall not be held to be a waiver other or subsequent breach. All remedies afforded in this Agreement shall be cumulative; that is, in addition to every other remedy provided by law. Any failu Commission to enforce a provision(s) of this Agreement shall not be construed a waiver nor shall it affect the validity of this Agreement overall.

Attachment: 21MHSOAC078 Exhibit C_v3 (RES-2022-573 : Approve Mental Health Student Services Act (MHSSA) Grant)

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-574

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: Approve Agreement with Mountain Valley EMS Agency for FY 2022-2023

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Mountain Valley Emergency Medical Services Agency (MVEMSA) to Accept Authority and Responsibility as the Local EMS Agency for Mariposa County for Fiscal Year 2022-2023 in an Amount Not to Exceed $7,499.80; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Public Health division within the Health and Human Services Agency (HHSA) has contracted with Mountain Valley EMS Agency for many years. Most recently on September 28, 2021, the Board of Supervisors approved the formal agreement for Fiscal Year 2021-2022 with Resolution # 2021-534. On July 21, 2020, the Board of Supervisors approved the formal agreement for Fiscal Year 2020-2021 with Resolution # 2020-419. On August 6, 2019, the Board of Supervisors approved the formal agreement with MVEMSA for Fiscal Year 2019-2020 with Resolution #2019-452. On July 10, 2018, the Board of Supervisors approved the formal resolution with MVEMSA for Fiscal Year 2018-2019 with Resolution #2018-319. On July 18, 2017, the Board of Supervisors approved the formal agreement with MVEMSA for Fiscal Year 2017-2018 with Resolution #2017-477. On June 28, 2016, the Board of Supervisors approved the formal agreement with MVEMSA for Fiscal Year 2016-2017 with Resolution #2016-329. On July 28, 2015, the Board of Supervisors approved the formal agreement with MVEMSA for Fiscal Year 2015-2016 with Resolution #2015-378.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
1. County may administer EMS services pursuant to State laws and regulations but at considerably greater cost.
2. County may pursue creating a new Joint Power Agency for these services.

FINANCIAL IMPACT:
An amount of $7,499.80 is budgeted within the HHSA- Public Health 2022-2023 fiscal year budget.

ATTACHMENTS:
Mt. Valley EMS 2023 V1 (PDF)

REF ID# 13378

RESULT: WITHDRAWN BY CONSENT VOTE

FORMAL AGREEMENT BETWEEN MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY AND MARIPOSA COUNTY ON FUNCTIONS TO BE PERFORMED FOR COUNTY BY EMS AGENCY STAFF

THIS AGREEMENT is entered into by and between Mariposa County, hereinafter referred to as "County," and the Mountain-Valley Emergency Medical Services Agency, hereinafter referred to as "Agency."

WHEREAS, the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (California Health and Safety Code Section 1797, et seq.) hereinafter referred to as the Act, authorizes counties to designate their local Emergency Medical Services ("EMS") Agency, and

WHEREAS, the Agency is qualified to be a "local EMS Agency" pursuant to Health and Safety Code Section 1797.94, and 1797.200, and

WHEREAS, the Agency plans and implements an Emergency Medical Services system on a multi-county basis as opposed to a county-to-county basis, and

WHEREAS, County agrees that planning, implementing, and operating an Emergency Medical Services system on a multi-county basis is in the best interest of emergency medical services for County, and

WHEREAS, County most recently signed the Joint Powers Agreement delegating to the Agency select Sections of Division 2.5 of the Health and Safety Code on 21st day of July 1998, and

WHEREAS, the Agency agrees to accept the authority and responsibility as the local EMS agency for Mariposa County and to assign staff persons to carry out these responsibilities, and

WHEREAS, the County is willing to provide direct in-kind matching resources for said assigned staff, and

WHEREAS, the County is willing to provide support services associated with the position.

NOW THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The Agency shall accept authority and responsibility as the local EMS agency for Mariposa County, develop critical care plans and facilities assessment criteria, and carry out the duties and responsibilities associated with the Health and Safety Code, Division 2.5, Chapters 4 through 7, Sections:

   1797.202, 1797.204, 1797.206, 1797.208, 1797.210, 1797.212, 1797.213, 1797.214, 1797.218, 1797.220, 1797.221, 1797.222, 1797.224, 1797.250, 1797.252, 1797.254, 1797.256, 1797.257, 1797.258, 1798, 1798.2, 1798.3, 1798.100, 1798.101, 1798.105, 1798.162, 1798.163, 1798.164, 1798.165, 1798.166, 1798.170, 1798.172, 1798.200, 1798.202, 1798.204, and 1798.205.

Attachment: Mt. Valley EMS 2023 V1 (RES-2022-574 : Approve Agreement with Mountain Valley EMS Agency for FY 2022-2023)

2. The Agency shall perform all obligations under Chapter 8 of the EMS Authority regulations with respect to EMS aircraft operation in the County.

3. The Agency shall assign an .2 FTE to be available at the county site or to attend meetings on behalf of the county.

4. The Agency shall not place any such person who has a conflict of interest with County. Should a conflict of interest develop during the period of this contract, the Agency expressly agrees to remove such person from all duties involving County immediately upon written notice from County that such conflict of interest exists, as determined in good faith by County.

5. The overall goal of the Agency in relation to its responsibilities under the Act will be to promote the most effective program possible, with the resources available, which is compliant with the Act.

6. County shall contribute to the cost of the services of an agency staff person(s) to assist in providing the regional services agreed to in this document in the amount not to exceed seven thousand four hundred ninety-nine dollars and eighty cents ($7,499.80), which shall be payable annually on or before October 30. The Agency shall invoice the County of Mariposa for said services. The County shall contribute office space and support services for an agency staff person.

7. The term of this Agreement shall be from July 1, 2022 through June 30, 2023.

8. If the County chooses to cancel this agreement, the County must give written notice to the Agency not later than January 1, 2023 in order to opt out for the next one year cycle.

9. The agreement may be amended at any time by the mutual written, executed agreement of the parties hereto upon the approval of the State EMS Authority.

10. The Agency agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from and against all claims, damages, losses and expenses (including reasonable attorney's fees) for personal injury, death or property damage arising out of any act or omission of the Agency, its officers, agents or employees in the performance of this agreement.

    County agrees to indemnify, defend and hold harmless the Agency, its officers, agents and employees from and against all claims, damages, losses and expenses (including reasonable attorney's fees) for personal injury, death or property damage arising out of any act or omission of County, its officers, agents or employees in the performance of this agreement.

11. Unless the context otherwise requires, the definitions contained in the Act govern the provisions of this contract.

12. Both the County and the Agency shall abide by all federal and state non-discrimination laws regarding governmental agency contracts and sub-contracts as outlined in the Non-Discrimination Statement below.

    During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because

Attachment: Mt. Valley EMS 2023 V1 (RES-2022-574 : Approve Agreement with Mountain Valley EMS Agency for FY 2022-2023)

of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12900, et seq.) and the applicable regulation of the Fair Employment and Housing Commission implementing Government Code, Section 7285.0, et seq. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

This Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

IN WITNESS WHEREOF, the parties hereto cause their representatives to affix their signatures:

COUNTY OF MARIPOSA

By _____ Date: _____
Title: Board Chair

MOUNTAIN-VALLEY EMERGENCY MEDICAL SERVICES AGENCY

By _____ Date: _____
Title: Chairman, Board of Directors

Approved as to Form:

By _____ Date: _____
Title: Steven W. Dahlem, County Counsel

Attachment: Mt. Valley EMS 2023 V1 (RES-2022-574 : Approve Agreement with Mountain Valley EMS Agency for FY 2022-2023)

MARIPOSA COUNTY

HHS/Public Health · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2022-575

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Joe Lynch, Health & Human Services Agency Director

RE: CalCONNECT Data Use and Disclosure Agreement - Update

RECOMMENDATION AND JUSTIFICATION:
Approve a Three-Year CalCONNECT System (CalCONNECT) Data Use and Disclosure Agreement with California Department of Public Health (CDPH) for an Online Database that Maintains Information; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The CalCONNECT System is an online database that maintains information, originally collected by local health department or CDPH staff or their agents, related to Contagious, Infectious, Communicable or Reportable Diseases and Conditions. It was initially established in response to the 2020 worldwide outbreak of COVID-19; and has since been expanded for use to collect information on any Contagious, Infectious, Communicable or Reportable Diseases and Conditions that CDPH wishes to take measures as necessary on to ascertain the nature of the disease and prevent its spread. The purpose of this database is to improve the efficiency of disease surveillance and response activities and the early detection of public health events through the collection of more complete and timely surveillance information on a state-wide basis. CalCONNECT is a secure, web-based electronic solution for state departments and local health departments to maintain information to allow them to interview Cases and Contacts, identify the individuals they have interacted with collect their conditions and symptoms and notify those contacts to evaluate whether they need to isolate or quarantine or whether any additional measures are necessary or appropriate. CalCONNECT is an integral part of the overall California public health response strategy to Contagious, Infectious, Communicable or Reportable Diseases and Conditions as a database resource to adequately implement statewide contact tracing through both state departments and local health departments.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors approved Resolution No 2022-305 on May 17, 2022. The Agreement for this requested resolution includes an expansion of contagious, infectious, communicable or reportable diseases and conditions to covered.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the Agreement; the Mariposa County Health and Human Services

Agency will not be able to participate in this program.

FINANCIAL IMPACT:
There is no cost to this data use agreement. There is no impact to the County General Fund.

ATTACHMENTS:
CalCONNECT Data Use and Disclosure Agreement - August 31 2022 (PDF)

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

CalCONNECT System for California Connected
Data Use and Disclosure Agreement

This CalCONNECT System ("CalCONNECT") Data Use and Disclosure Agreement ("Agreement") for the California Connected Program sets forth the information privacy and security requirements that The County of Mariposa ("Participant"), and the California Department of Public Health ("CDPH") are obligated to follow with respect to all CalCONNECT Data (as defined herein) collected or created within the CalCONNECT System. Participant will have access to the CalCONNECT System managed by CDPH and will use it for surveillance and control of Contagious, Infectious, Communicable or Reportable Diseases and Conditions (as defined herein) in County of Mariposa. By entering into this Agreement, CDPH and Participant agree to protect the privacy and provide for the security of all CalCONNECT Data in compliance with all state and federal laws applicable to the CalCONNECT Data. Permission to receive, use and disclose CalCONNECT Data requires execution of this Agreement that describes the terms, conditions, and limitations of Participant's collection, use, and disclosure of the CalCONNECT Data.

I. Supersession: This Agreement supersedes any prior CalCONNECT Agreement between CDPH and Participant.

II. Definitions: For purposes of this Agreement, the following definitions shall apply:

A. Breach: "Breach" means:

1. the acquisition, access, use, or disclosure of CalCONNECT Data in violationof any state or federal law or in a manner not permitted under this Agreement that compromises the privacy, security or integrity of the information. For purposes of this definition, "compromises the privacy, security or integrity of the information" means poses a significant risk of financial, reputational, or other harm to an individual or individuals; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29, subdivision (f). The "system" referenced in Civil Code section 1798.29 shall be interpreted for purposes of this Agreement to reference the CalCONNECT System only.

B. CalCONNECT System Data: "CalCONNECT System Data" means data in the CalCONNECT System including demographic, epidemiologic (including clinical information, risk factor information, exposure information, information on Cases and Contacts, inclusive of long term conditions which they may be experiencing and laboratory test result information), as well as administrative information on Contagious, Infectious, Communicable or Reportable Diseases and Conditions collected for contact tracing, case investigation, and for examining the causes of the communicable diseases and conditions, to ascertain the nature of the disease or condition and to prevent its spread.

Attachment: CalCONNECT Data Use and Disclosure Agreement - August 31 2022 (RES-2022-575 : CalCONNECT Data Use and Disclosure

1. CalCONNECT Data specifically includes information contained in or derived from the following:

    a. California Reportable Disease Information Exchange (CalREDIE) System, which includes:

        i. Confidential Morbidity Report (CMR) required by Title 17 of the California Code of Regulations CCR sections 2500, 2593, 2641.5-2643.20, and 2800-2812 Reportable Diseases and Conditions.

        ii. Laboratory Test and Result information required by Title17 of the CCR sections 2505 and 2641.5 - 2643.20.

        iii. Communicable Disease Control Report Forms (requiredfor specific diseases and conditions that are mandated by state laws and regulations to be reported by healthcare providers and laboratories to local healthofficers), including cases of the Contagious, Infectious, Communicable or Reportable Diseases and Conditions.

    b. California Connected Activities,may include:

        i. Demographic data of Cases and Contacts;

        ii. Information obtained through interviews with Cases and Contacts, including but not limited to, self-reported health information, long term symptoms, demographic information, location and location history information, risk factor information, laboratory test results, and other personal information as defined by Civil Code section 1798.3; and

        iii. Records of communications with Cases and Contacts which contain personal informationas defined by Civil Code section 1798.3, including but not limited to, phone call recordings, SMS (text) messages, call logs, and tracking sheets.

2. CalCONNECT Data specifically excludes the following information:

    a. Mental Health Information unrelated to the Contagious, Infectious, Communicable or Reportable Diseases and Conditions being monitored;

    b. California Supplemental Pay Sick Leave (“CSPSL”) aka (“Backpay”);

    c. Sincerely held religious beliefs, practices, or observances which include moral or ethical beliefs, and

Attachment: CalCONNECT Data Use and Disclosure Agreement - August 31 2022 (RES-2022-575 : CalCONNECT Data Use and Disclosure

d. Political, sociological, or philosophical views affiliated with any individual.

C. California Connected: "California Connected" means the State of California program launched in May 2020 for Contact Tracing, Communicable or Reportable Disease surveillance and response, which was expanded to include Contagious, Infectious, Communicable or Reportable Diseases and Conditions and public awareness related to Contagious, Infectious, Communicable or Reportable Diseases and Conditions.

D. "Contagious, Infectious, Communicable or Reportable Diseases and Conditions" means:

1. the same definition as set forth in Title 17 of the CCR section 2500 subsection (8), "… an illness due to a specific microbiological or parasitic agent or its toxic products which arises through transmission of that agent or its products from an infected person, animal, or inanimate reservoir to a susceptible host, either directly or indirectly through an intermediate plant or animal host, vector, or the inanimate environment;"

2. the diseases listed in Title 17 of the CCR section 2502 subsection (b);

3. the reportable conditions listed in Title 17 of the CCR section 2505 which requires labs to report laboratory testing results, including molecular and pathologic results, suggestive of diseases of public health importance; and

4. Contagious, Infectious, Communicable or Reportable diseases and conditions indicated by a local health officer to CDPH, for which CDPH has determined will qualify under this category, permitting CDPH to take measures as necessary to ascertain the nature of the disease or condition and prevent its spread under HSC section 120140.

E. Contact Tracing: "Contact Tracing" means the process of tracking Contagious, Infectious, Communicable or Reportable Diseases and Conditions as it spreads from person to person with the goal of halting transmission.

F. Cases: "Cases" means persons with a suspected or confirmed case, or a person who has been exposed to an animal with a suspected or confirmed case of a Contagious, Infectious, Communicable or Reportable Diseases and Conditions under investigation in California.

G. Contacts: "Contacts" means persons in California who may have been in contact with, interacted with or were otherwise exposed to a Case.

H. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information obtained from the CalCONNECT system, related to any individual containing Personal Identifying Information ("PII") or Personal Health Information ("PHI").

I. Security Incident: "Security Incident" means:

Attachment: CalCONNECT Data Use and Disclosure Agreement - August 31 2022 (RES-2022-575 : CalCONNECT Data Use and Disclosure

Attachment: CalCONNECT Data Use and Disclosure Agreement - August 31 2022 (RES-2022-575 : CalCONNECT Data Use and Disclosure

1. an attempted breach;

2. the attempted or successful modification or destruction of CalCONNECT Datain the CalCONNECT System, in violation of any state or federal law or in a manner not permitted under this Agreement; or

3. the attempted or successful modification or destruction of, or interference with, system operations in the CalCONNECT System that negatively impacts the confidentiality, availability or integrity of CalCONNECT Data, or hinders or makes impossible the receipt, collection, creation, storage, transmission or use of CalCONNECT Data in the CalCONNECT System.

J. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information for any purposes including publication. Please note this list is not exhaustive.

K. Workforce Member: "Workforce Member" means an employee, volunteer, trainee, or other person whose conduct, in the performance of work for Participant, is under the direct control of Participant, whether or not they are paid by the Participant.

L. [Reserved.]

III. Background and Purpose: The CalCONNECT System is an online database that maintains information, originally collected by local health department or CDPH staff or their agents, related to Contagious, Infectious, Communicable or Reportable Diseases and Conditions. It was initially established in response to the 2020 worldwide outbreak of COVID-19; and has since been expanded for use to collect information on any Contagious, Infectious, Communicable or Reportable Diseases and Conditions that CDPH wishes to take measures as necessary on to ascertain the nature of the disease and prevent its spread. The purpose of this database is to improve the efficiency of disease surveillance and response activities and the early detection of public health events through the collection of more complete and timely surveillance information on a state-wide basis. CalCONNECT is a secure, web-based electronic solution for state departments and local health departments to maintain information to allow them to interview Cases and Contacts, identify the individuals they have interacted with collect their conditions and symptoms and notify those contacts to evaluate whether they need to isolate or quarantine or whether any additional measures are necessary or appropriate. CalCONNECT is an integral part of the overall California public health response strategy to Contagious, Infectious, Communicable or Reportable Diseases and Conditions as a database resource to adequately implement statewide contact tracing through both state departments and local health departments.

IV. Legal Authority for Collection, Use and Disclosure of CalCONNECT Data: The legal authority for CDPH and Participant to collect, use and disclose CalCONNECT Data is setforth in Attachment A, which is made part of this Agreement by this reference.

V. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Authority:

A. CDPH and CalCONNECT HIPAA Status: CDPH is a "hybrid entity" for purposes of

applicability of the federal regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule") (45 C.F.R. Parts 160, 162, and 164) promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. §§ 1320d - 1320d-8) (as amended by Subtitle D Privacy, ofthe Health Information Technology for Economic and Clinical Health (HITECH) Act (Pub. L. 111–5, 123 Stat. 265–66)). The CalCONNECT System has not been designated by the CDPH as, and is not, one of the HIPAA-covered "health care components" of CDPH. (45 C.F.R. § 164.105 (a)(2)(i)(B).) The legal basis for this determination is as follows:

1. The CalCONNECT System is not a component of CDPH that would meet the definition of a covered entity or business associate if it were a separate legal entity. (45 C.F.R. §§ 160.105(a)(2)(iii)(D); 160.103 (definition of "coveredentity")); and

2. The HIPAA Privacy Rule creates a special rule for a subset of public health activities whereby HIPAA cannot preempt state law if, "[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention." (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See State laws and regulations listed in Attachment A];

B. Parties Are "Public Health Authorities": CDPH and Participant are each a "public health authority" as that term is defined in the Privacy Rule. (45 C.F.R. §§ 164.501; 164.512(b)(1)(i).)

C. CalCONNECT Data Use and Disclosure Permitted by HIPAA: To the extent a disclosure or use of CalCONNECT Data may also be considered a disclosure or useof "Protected Health Information" (PHI) of an individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the following Privacy Rule provisions apply to permit such CalCONNECT Data disclosure and/or use by CDPH and Participant, without the consent or authorization of the individual who is the subject of the PHI:

1. HIPAA cannot preempt state law if, "[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct ofpublic health surveillance, investigation, or intervention." (45 C.F.R. § 160.203(c) [HITECH Act, § 13421, sub. (a)].) [NOTE: See state laws and regulations listed in Attachment A];

2. A covered entity may disclose PHI to a "public health authority" carrying out public health activities authorized by law; (45 C.F.R. § 164.512(b).);

3. A covered entity may use or disclose protected health information to the extent that such use or disclosure is required by law and the use or disclosurecomplies with and is limited to the relevant requirements of such law." (Title 45 C.F.R. §§ 164.502 (a)(1)(vii), 164.512(a) (1).) and,

4. Other, non-public health-specific provisions of HIPAA may also provide the legal basis for all or specific CalCONNECT Data uses and disclosures.

D. No HIPAA Business Associate Agreement or Relationship Between CDPH and Participant: This Agreement and the relationship it memorializes between CDPH and Participant do not constitute a business associate agreement or business associate relationship pursuant to Title 45, CFR, Part 160.103 (definition of "business associate"). The basis for this determination is Section 160.203(c) of Title 45 of the Code of Federal Regulations (see, also, [HITECH Act, § 13421, subdivision. (a)].) [NOTE: See state laws and regulations listed in Attachment A]. Accordingly, this Agreement is not intended to nor at any time shall result in or be interpreted or construed as to create a business associate relationship between CDPH and Participant. By the execution of this Agreement, CDPH and Participant expressly disclaim the existence of any business associate relationship.

VI. Permitted Disclosures: The Participant acknowledges that once data is entered into the CalCONNECT System, the Participant and its workforce members and agents shall safeguard the CalCONNECT Data to which they have access from unauthorized disclosure. The Participant, and its workforce members and agents, shall not access or disclose any CalCONNECT Data for any purpose other than carrying out the Participant's obligations under this Agreement or the statutes and regulations set forth in Attachment A, or as otherwise allowed or required by state or federal law. When Cases and Contacts cross into another county's jurisdiction, the Participant shall be permitted to disclose CalCONNECT Data with the local health department of that county's jurisdiction. Any such disclosure of CalCONNECT Data shall be limited to the minimum necessary, to the extent practicable, in carrying out the Participant's obligations under this Agreement or as otherwise allowed or required by state or federal law. Requests for release of data through generated reports created by CDPH will be disclosed to Participant when permissible. Otherwise, the Participant acknowledges the necessity of safeguarding the CalCONNECT Data in accordance with state and federal laws.

Should any additional disclosures not already addressed in this section, be requested by th Participant or its workforce members and agents, these requests must be presented to the Californ Connected Program and will require the approval of the Office of Legal Services at CDPH prior to ar disclosure.

VII. Permitted Use: The Participant, and its workforce members and agents, shall safeguard the CalCONNECT Data to which they have access to from unauthorized use. The Participant, and its workforce members and agents, shall not use any CalCONNECT Data for any purpose other than carrying out the Participant's obligations under this Agreement or the statutes and regulations set forth in Attachment A, or as otherwise allowed or required by state or federal law. Any other use is strictly prohibited. Any such use of CalCONNECT Data shall be limited to the minimum necessary, to the extent practicable, in carrying out the Participant's obligations under this Agreement or as otherwise allowed or required by state or federal law. Participant shall collect no more than the minimum necessary amount of information necessary to perform its obligations as set forth in this Agreement. Further, should the Participant collect any CalCONNECT Data that may be protected by 42 CFR Part 2, a federal regulation that requires substance abuse disorder treatment providers to observe additional privacy and confidentiality restrictions with respect to patient records in the

CalCONNECT system, they must adhere to those stringent privacy protections which are more restrictive than HIPAA. Any and all violations may be grounds for removal from use of CalCONNECT at the election of CDPH.

VIII. Restricted Disclosures and Uses:

A. [Reserved.]

IX. Safeguards: Participant shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CalCONNECT Data. The Participant shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Participant's operations and the nature and scope of its activities in performing its legal obligations and duties (including performance of its duties and obligations under this Agreement), and which incorporates the requirements of Section X, Security, below. Participant shall provide CDPH with Participant's current and updated policies.

X. Security: The Participant shall take all steps necessary to ensure the continuous security of all computerized data systems containing CalCONNECT Data. These steps shall include, at a minimum:

A. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, and/or NIST 800-53 (version 4 or subsequent approved versions) which sets forth guidelines for automated information systems in Federal agencies; and

B. In case of a conflict between any of the security standards contained in any of the aforementioned sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CalCONNECT Data from breaches and security incidents.

XI. Security Officer: The Participant shall designate a Security Officer to oversee its compliance with this Agreement and for communicating with CDPH on matters concerning this Agreement. Such designation is set forth in Attachment B, which is made a part of this Agreement by this reference.

XII. Training: The Participant shall provide training on its obligations under this Agreement, at its own expense, to all of its workforce members who assist in the performance of Participant's obligations under this Agreement, or otherwise use or disclose CalCONNECT Data.

A. The Participant shall require each workforce member who receives training to receive and sign a certification, indicating the workforce member's name, the dateon which the training was completed, and an agreement to comply with all applicable federal and state laws.

B. The Participant shall retain each workforce member's written certifications for CDPH

Attachment: CalCONNECT Data Use and Disclosure Agreement - August 31 2022 (RES-2022-575 : CalCONNECT Data Use and Disclosure

inspection for a period of three years following contract termination.

XIII. Workforce Member Discipline: Participant shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Participant workforce members under Participant's direct control who intentionally or negligently violate any provisions of this Agreement.

XIV. Participant Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Participant shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Agreement), **or** within **twenty-four (24) hours by email orfax** of the discovery of any security incident (as defined in this Agreement). Notification shall be provided to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XIV(G), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves CalCONNECT Data inelectronic or computerized form, notification to CDPH shall be provided by callingthe CDPH IT Service Desk at the telephone numbers listed in Section XIV(G),), below. For purposes of this Section, breaches and security incidents shall be treatedas discovered by Participant as of the first day on which such breach or security incident is known to the Participant, or, by exercising reasonable diligence would have been known to the Participant. Participant shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of the Participant.

Participant shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the CalCONNECT System operating environment; and,

2. any action pertaining to a breach required by applicable federal or state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach: The Participant shall immediately investigate such breach or security incident, and within seventy-two (72) hours of the discovery, shall inform the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CalCONNECT Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CalCONNECT Data, or to whom it is known (or reasonably believed) to have

Attachment: CalCONNECT Data Use and Disclosure Agreement - August 31 2022 (RES-2022-575 : CalCONNECT Data Use and Disclosure

had the CalCONNECT Data improperly disclosed to them; and

3. a description of where the CalCONNECT Data is known or believed to have been improperly used or disclosed; and

4. a description of the known or probable causes of the breach or security incident; and

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Participant shall provide a written report of the investigation to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five (5) working days of the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Participant is considered only a custodian and/or non-owner of the CalCONNECT Data, Participant shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The CDPH Privacy Officer shall approve, in writing, the time, manner and content of any such notifications, prior to the transmission of such notifications to the individual(s); or
2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to California Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, Participant shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the California Attorney General pursuant to the format., content and timeliness provisions of Section 1798.29, subdivision (e). Participant shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the California Attorney General.

F. Public Statements: Participant shall cooperate with CDPH in developing content for any

Attachment: CalCONNECT Data Use and Disclosure Agreement - August 31 2022 (RES-2022-575 : CalCONNECT Data Use and Disclosure

public statements regarding Breaches or Security Incidents related to Participantand shall not provide any public statements without the express written permissionof CDPH. Requests for public statement(s) by any non-party about a breach or security incidents shall be directed to the CDPH Program Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XIV(G), below.

G. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Participant shall initiate contact as indicated below. CDPH reserves the right to make changes to the contact information by giving written notice to the Participant. Said changes shall not require an amendment to this Agreement.

CDPH Program Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer (and CDPH IT Service Desk)
Ryan Murphy, PHD, MPH Epidemiology Unit Chief Email: ryan.murphy@cdph.ca.gov Telephone: (510) 620-6718	**Privacy Officer** Privacy Office, c/o Office of Legal Services California Department of Public Health 1415 L Street, Suite 500 Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	**Chief Information Security Officer** Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: IT Service Desk (800) 579-0874

XV. CDPH Breach and Security Incident Responsibilities: CDPH shall notify Participant immediately by telephone call plus email or fax upon the discovery of a breach (as defined in this Agreement), or within twenty-four (24) hours by email or fax of the discovery of any security incident (as defined in this Agreement) that involves CalCONNECT Data that was created or collected by Participant in the CalCONNECT System. Notification shall be provided by CDPH to the Participant Representative, using the contact information listed in Attachment B, which is made a part of this Agreement by this reference. For purposes of this Section, breaches and security incidents shall be treated as discovered by CDPH as of the first day on which such breach or security incident is known to CDPH, or, by exercising reasonable diligence would have been known to CDPH. CDPH shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, orby exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is a workforce member or agent of CDPH.

A. Participant Contact Information: To direct communications to the Participant's breach/security incident response staff, CDPH shall initiate contact as indicated by Participant in Attachment B. Participant's contact information must be provided to CDPH prior to execution of this Agreement. Participant reserves theright to make changes to the contact information in Attachment B. Said changesshall not require an amendment

Attachment: CalCONNECT Data Use and Disclosure Agreement - August 31 2022 (RES-2022-575 : CalCONNECT Data Use and Disclosure

to this Agreement.

XVI. Compliance with California Health and Safety Code Section 121022(h): CDPH and Participant shall comply, when required, with California Health and safety Code Section 121022, subdivision (h), which provides as follows: "Any potential or actual breach of confidentiality of HIV-related public health records shall be investigated by the local health officer, in coordination with the department, when appropriate. The local health officer shall immediately report any evidence of an actual breach of confidentiality of HIV-related public health records at a city or county level to the department and the appropriate law enforcement agency. The department shall investigate any potential or actual breach of confidentiality of HIV-related public health records at the state level, and shall report any evidence of such a breach of confidentiality to an appropriate law enforcement agency."

XVII. Term of Agreement: Unless otherwise terminated earlier in accordance with the provisions set forth herein, this Agreement shall remain in effect for a period of three (3) years as agreed upon by the Parties, after the latest signature date in the signature block below. After three (3) years, this Agreement will expire,without further action. If the parties wish to extend this Agreement, they may do so by reviewing, updating, and reauthorizing this Agreement. If one or both of the parties wish to terminate this Agreement prematurely, they may do so upon 30 days advanced written notice. CDPH may also terminate this Agreement pursuant to Section XVIII, below.

XVIII. Termination for Cause:

A. Termination Upon Breach: A breach by either party of any provision of thisAgreement, as determined by CDPH or Participant, shall constitute a material breach of the Agreement and grounds for immediate termination of the Agreementby CDPH or Participant by providing written notice of such termination. At its sole discretion, CDPH or Participant may give the breaching party 30 days to cure the breach.

B. Judicial or Administrative Proceedings: CDPH and Participant shall notify the other party in writing if it is named as a defendant in a criminal proceeding related to a violation of this Agreement. CDPH or Participant may terminate the Agreement by providing written notice to the other party if the other party is found guilty of acriminal violation related to a violation of this Agreement. CDPH or Participant may terminate the Agreement by providing written notice to the other party if a finding or stipulation that the other party has violated any security or privacy laws is made in any administrative or civil proceeding in which the other party is a party or has been joined.

XIX. Amendment: The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such laws. The partiesspecifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CalCONNECT Data. Upon CDPH's request, Participant agrees to promptly enter into negotiations with CDPH concerning an amendment to this Agreement embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this Agreement upon thirty (30) days written notice in the event:

Attachment: CalCONNECT Data Use and Disclosure Agreement - August 31 2022 (RES-2022-575 : CalCONNECT Data Use and Disclosure

A. Participant does not promptly enter into negotiations to amend this Agreement when requested by CDPH pursuant to this Section, or

B. Participant does not enter into an amendment providing assurances regardingthe safeguarding of CalCONNECT Data that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of CalCONNECT Data.

XX. Assistance in Litigation or Administrative Proceedings: Each party shall make itself and any workforce members or agents assisting in the performance of obligations under this Agreement available to the other party at no cost to testify as witnesses, or otherwise, inthe event of litigation or administrative proceedings being commenced based upon claimed violation of laws relating to security and privacy, which involve inactions or actions byCDPH or Participant, except where CDPH and Participant or their workforce members or agents are a named adverse party.

XXI. Disclaimer: CDPH makes no warranty or representation that compliance by Participant with this Agreement will be adequate or satisfactory for Participant's own purposes or that any information in Participant's possession or control, or transmitted or received by Participant, is or will be secure from unauthorized use or disclosure. Participant is solely responsible forall decisions made by Participant regarding the safeguarding of CalCONNECT Data.

XXII. Transfer of Rights: Participant has no right and shall not delegate, assign, or otherwise transfer or delegate any of its rights or obligations under this Agreement to any other person or entity. Any such transfer of rights shall be null and void.

XXIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Participant, any rights, remedies, obligations or liabilities whatsoever.

XXIV. Interpretation: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State and Federal laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with Federal and State laws.

XXV. Survival: The respective rights and obligations of Participant under Sections IX, X, and XIV of this Agreement shall survive the termination or expiration of this Agreement.

XXVI. Attachments: The parties mutually agree that the following specified Attachments are part of this Agreement:

A. Attachment A: State Law Authority for: (1) Use and Disclosure of CalCONNECTData; and, (2) Application of HIPAA preemption exception for public health (45 C.F.R. § 160.203(c)).

B. Attachment B: Participant Breach and Security Incident Contact Information.

XXVII. Entire Agreement: This Agreement, including all attachments, constitutes the entire

Attachment: CalCONNECT Data Use and Disclosure Agreement - August 31 2022 (RES-2022-575 : CalCONNECT Data Use and Disclosure

agreement between CDPH and Participant. Any and all modifications of this Agreement must be in writing and signed by all parties. Any oral representations or agreements between the parties shall be of no force or effect.

XXVIII. Severability: The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

XXIX. Choice of Law and Venue: The laws of the state of California will govern any dispute from or relating to this Agreement. The parties submit to the exclusive jurisdiction of the state of California and federal courts for or in Sacramento and agree that any legal action or proceeding relating to the Agreement may only be brought in those courts.

XXX. Signatures:

IN WITNESS, WHEREOF, the Parties have executed this Agreement as follows:

On behalf of County of Mariposa, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to abide by and enforce all the terms specified herein.

Rosemarie Smallcombe
Chair, Board of Supervisors
County of Mariposa
5100 Bullion Street
Mariposa, CA 95338

Date

On behalf of CDPH, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Ryan Murphy, PhD MPH
Product Owner / Data Systems Manager
California Department of Public Health
850 Marina Bay Parkway, Building P Richmond
CA 94804

Return Executed Agreement to:

Attachment: CalCONNECT Data Use and Disclosure Agreement - August 31 2022 (RES-2022-575 : CalCONNECT Data Use and Disclosure

Date

_____
Larissa Juarez
Office of Legal Services
California Department of Public
Larissa.Juarez@cdph.ca.gov>

Attachment: CalCONNECT Data Use and Disclosure Agreement - August 31 2022 (RES-2022-575 : CalCONNECT Data Use and Disclosure

Attachment A

State Law Authority for Use and Disclosure of CDPH CalCONNECT Data; and Application of HIPAA preemption exception for public health (45 C.F.R. § 160.203(c)).

A. Legal Authority:

1. California Information Practices Act:

   a. California Civil Code section 1798.24, subdivision (i), provides in part as follows: “An agency sha not disclose any personal information in a manner that would link the information disclosed to th individual to whom it pertains unless the information is disclosed, as follows: Pursuant to a determination by the agency that maintains information that compelling circumstances exist tha affect the health or safety of an individual….”

2. California Health and Safety Code section 101085

3. California Health and Safety Code section 120125

4. California Health and Safety Code section 120130

5. California Health and Safety Code section 120140

6. California Health and Safety Code sections 120175 & 120175.5

7. California Health and Safety Code sections 121022-121035

8. Title 17. Public Health, Division 1. State Department of Health Services, Chapter 4. Preventative Medical Service, Article 1, Reporting, Sections: 2500, 2502, and 2505

9. Title 17. Public Health, Division 1. State Department of Health Services, Chapter 4. Preventative Medical Service, Article 3.5, Reporting of HIV, Sub Article 4, Sections: 2641.5-2643.20

Attachment: CalCONNECT Data Use and Disclosure Agreement - August 31 2022 (RES-2022-575 : CalCONNECT Data Use and Disclosure

Attachment B

Participant Contact Information

The following contact information must be provided prior to execution of this Agreement.

Participant Program Manager	**Participant Privacy Officer**	**Participant Chief Information Security Officer**
Mariposa County Health and Human Services Agency	Mariposa County Health and Human Services Agency	Mariposa County Administration
Kristina Allen	Margarita King	Anthony Rios
Deputy Director, Public Health	Public Health Nursing Manager	Technical Services Manager
5300 Hwy 49 N	5300 Hwy 49 N	P.O. Box 1156
Mariposa	Mariposa	Mariposa
California, 95338	California, 95338	California, 95338
209 966-6694	209 966-3689	209 742-6022
209 966-4929	209 966-4929	209 966-6029
kallen@mariposacounty.org	margaritaking@mariposacounty.org	arios@mariposacounty.org

Attachment: CalCONNECT Data Use and Disclosure Agreement - August 31 2022 (RES-2022-575 : CalCONNECT Data Use and Disclosure

MARIPOSA COUNTY

Probation · (209) 966 3612

RESOLUTION - ACTION REQUESTED 2022-576

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: YPFG Budget Changes

RECOMMENDATION AND JUSTIFICATION:
Approve Budget Action Recognizing Unanticipated Revenue Within the Probation Department Budget from the Youth Program Facilities Grant (YPFG) ($60,561); Approve Budget Action Decreasing FY 22-23 Funds Within the Probation Department ($51,790); and Approve Budget Increasing FY 21-22 Funds Within the Probation Department ($51,790).

The unanticipated increase to the YPFG is due to the Board of State and Community Corrections (BSCC) relinquishing additional grant funds to qualified applicants. Small county applicants were awarded $167,529 each.

YPFG security upgrades began in April of FY 21-22, however the project was not complete until August of FY 22-23. Therefore, it is requested that funds be transferred from FY 22-23 to FY 21-22 to cover outstanding invoices dated by Hoffman Security in April 27, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Resolution 22-138 approved the acceptance of the YPFG. Resolution 22-537 approved the agreement with Hoffman Security for security upgrades in the Juvenile Detention Facility.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and the Probation Department will not be able to rectify past due bills or accept grant funding.

FINANCIAL IMPACT:
No financial impact to the general fund.

ATTACHMENTS:
Budget Action Form for YPFG 3441 9-23-22 Increasing FY 22-23 (PDF)
Budget Action Form for YPFG 3441 9-23-22 Moving to FY 21-22 (PDF)
Budget Action Form for YPFG 3441 9-23-22(PDF)
22-537 - Hoffman Alarms 2022-2025 (PDF)
22-537 - Hoffman Cameras 2022-2025 (PDF)

REF ID# 13425

RESULT: **ADOPTED BY CONSENT VOTE [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	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3441	224	45176	YPFG Revenue		(60,561)	
3441	224	70411	Vehicle		48,779	
3441	224	60301	General Professional Services		11,782	
			*** For FY 22-23**			
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

Request for 3441(YPFG) for FY 22-23 to increase line items due to BSCC granting additional funds

DEPT HEAD SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT Probation

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2000

Attachment: Budget Action Form for YPFG 3441 9-23-22 Increasing FY 22-23 (RES-2022-576 : YPFG Budget Changes)

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3441	224	45176	YPFG Revenue			(51,790)
3441	224	70211	General Equipment			51,790
			***This is moving to FY 21/22**			
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

Request is to move funds for 3441(YPFG) from FY 22-23 to FY 21-22

DEPT HEAD SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT Probation

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2000

Attachment: Budget Action Form for YPFG 3441 9-23-22 Moving to FY 21-22 (RES-2022-576 : YPFG Budget Changes)

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3441	224	45176	YPFG Revenue		(51,790)	
3441	224	70211	General Equipment		51,790	
			*** For FY 21/22**			
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

Request is to move funds for 3441(YPFG) from FY 22-23 to FY 21-22

DEPT HEAD SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT Probation

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2000

Attachment: Budget Action Form for YPFG 3441 9-23-22 (RES-2022-576 : YPFG Budget Changes)

MARIPOSA COUNTY

Probation · (209) 966 3612

RESOLUTION - ACTION REQUESTED 2022-537

MEETING: September 20, 2022

TO: The Board of Supervisors

Agreement 2 of 2
Alarm

FROM: Pete Judy, Chief Probation Officer

RE: Youth Program and Facilities Grant (YPFG)

RECOMMENDATION AND JUSTIFICATION:
Approve Agreements with Hoffman Alarm for Cameras and Alarms at Juvenile Facility, Authorize the Board of Supervisor Chair to Sign the Agreements, and Any Supporting Documents Necessary to Implement the Youth Program Facility Grant (YPFG) (Subject to Approval as to Legal Form by County Counsel).

The Board Previously Approved Resolution 2022-138 Which Authorized Probation to Submit an Application for the YPFG in the Amount of $106,968.

SB823 shifts serious youthful offenders rehabilitation services from the State to County Probation Departments. Recognizing many county programs and facilities were not designed for this long term population, grant funding to upgrade facilities and equipment has been made available to local jurisdictions.

The State has awarded funding to Mariposa County in the amount of $106,968 to purchase a vehicle to be used to transport youthful offenders to contract facilities around the State, and to upgrade the Mariposa County Special Purpose Juvenile Detention Facility security cameras and equipment. Total grant award for Mariposa County in the amount of $106,968 has been approved by the Board of State and Community Corrections (BSCC).

This is a reimbursement grant and no matching funds are necessary.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Mariposa County has received several grants to support youthful offender programs and services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The security cameras and associated equipment would not be replaced/upgraded and alternative funding will be needed for a transportation vehicle.

FINANCIAL IMPACT:
There is no impact to the budget as no matching funds are required.

ATTACHMENTS:
SB-823-RFA-Final (2) (DOCX)

Attachment: 22-537 - Hoffman Alarms 2022-2025 (RES-2022-576 : YPFG Budget Changes)

Hoffman Alarm Agreement 2022 **(PDF)**
Hoffman Camera Agreement 2022 **(PDF)**

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

Attachment: 22-537 - Hoffman Alarms 2022-2025 (RES-2022-576 : YPFG Budget Changes)

Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100

HOFFMAN
ELECTRONIC SYSTEMS
Security for Home & Business
Burglary, Fire, Access, Cameras
Who's Watching Your Home or Business?

Merced Area:
2301 Aviation Dr.
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.com

SALE AND/OR INSTALLATION AND SERVICES AGREEMENT - Retail Installment Contract

THIS AGREEMENT is made this ***5th day of November, 2021*** by and between Hoffman Electronic Systems, a California corporation ("Hoffman"), and Subscriber named below.

SUBSCRIBER	DESCRIPTION OF JOB
Mariposa County Probation Department 5091 Bullion St, Mariposa, Ca 95338	Mariposa County Probation Department Burg doors and motion 5091/ 5089 Bullion St, Mariposa, Ca 95338

1. SALE AND/OR INSTALLATION AND SERVICES. We will (check one box as applicable):

☑ Sell and install, and provide warranty and after-warranty repair service, and provide the other services for, the security systems described below(individually or collectively the "System"); OR

☐ Install, provide repair service, and provide the other services for the System, in which case **THE SYSTEM SHALL REMAIN OUR SOLE PROPERTY ANI IS PROVIDED AS PART OF THE SERVICE.** Price and payment terms for monitoring service is included herein, and monitoring service is provided pursuant to the terms and conditions of our Agreement executed by Subscriber.

Signs and decals to remain the property of Hoffman under any circumstances.

System and Services Description

1 EA	Labor
1 EA	XR150 Panel w/Transformer, battery
1 EA	Cellular Communicator (XR150,550)
1 EA	Keypad
2 EA	Wireless Keypad
7 EA	Universal Transmitter
12 EA	Wireless Motion
1 EA	Wireless High Power Receiver
1 EA	Security APP
2 EA	Keypads

Partition Security System For Probation Office, Juvenile Detention office, Sherriff Investigation Office located at 5091 Bullion and 5089 Bullion all doors and Motion detectors set for trap

Approximate Installation Starting Date: _____ Approximate Installation Completion Date: _____

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. Subscriber will, at Subscriber's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation and use of the System.

2. PRICE; PAYMENT; TERM; FINANCIAL DISCLOSURES

SALES/INSTALLATION PRICE $7,390.00
(Sales Tax Included in Installation Price)

MONITORING SERVICE $46.95/MONTH

Includes:

☑ Cell	☑ Total Control App	☐ ZWave Control	☐ Entre
☐ Open/Close Reports	☐ UL Certification	☐ Camera Control	☐ Instant Eye Witness
☐ Camera Maintenance	☑ Extended warranty	☐ Fire inspections	☐ Virtual Keypad Acces

		INITIAL TERM OF MONITORING SERVICE	
DEPOSIT DUE NOW	$	PAID: Monthly	3 - YEARS (36 Mo/12 qtr/3 yrs)
BALANCE WHEN THE SYSTEM		TOTAL MONITORING SUM	$46.95 PER PERIOD
IS COMPLETED	$ 7,390.00	FOR INITIAL TERM	$1,690.20

There is no financing charge or cost of credit associated with this Agreement (0% APR). The total sum set forth above as total monitoring sum for initial term is the total cash price and total cost of credit for monitoring service. WE MAY ELECT NOT TO START TO MONITOR THE SYSTEM OR PROVIDE OTHER SERVICES UNTIL THE SALES/INSTALLATION PRICE IS PAID IN FULL. You agree and understand that if you authorize any payments pursuant to any electronic means provided in the "Easy Paymer

Hoffman 7DAE474C5AF Matthew Hoffman ZorroSign

Subscriber 7DAE474C5AB Rosemarie Smallcombe ZorroSign

Attachment: 22-537 - Hoffman Alarms 2022-2025 (RES-2022-576 : YPFG Budget Changes)

Enrollment" form, and if such authorization is discontinued or terminated by you or any payment is dishonored by the financial institution or is not paid otherwise paid for any reason, your payment obligations under this Agreement remain in full force and effect and you agree to pay the same to Hoffman. If you fail to make any such payments, we may terminate providing any further services and all collection rights and remedies of Hoffman are expressly reserved.

For services, the initial term of this agreement is three (3) years commencing on the day service begins, and will automatically continue for successive one (1) Month terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or renewal term.

3. MONITORING SERVICE FEES ARE BILLED IN ADVANCE AND IS DUE UPON YOUR RECEIPT OF OUR INVOICE. YOU WILL PAY THE PRORATED SERVICES FEE FOR THE MONTH IN WHICH SERVICES BEGIN. THE FIRST PAYMENT FOR SERVICES IS DUE WHEN WE SUBSTANTIALLY COMPLETE THE INSTALLATION OF THE SYSTEM. Monitoring service will not begin until you have executed and delivered our Agreement. We may elect not to start to monitor the alarm system, activate other systems, or provide other services until the installation price is paid in full. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition we ma impose a late charge on all payments for the installation of the System that more than ten (10) days past due in the maximum amount permitted by California law. You understand that the monitoring service fee does not include and text messaging or other cell phone usage charges by your wireless carrier that you may incur as a result of our notification and monitoring services. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may periodically increase the services fee as set forth in Section 19.

4. **RECEIPT OF COPY.** YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT.**ALL OF THE TERMS ON THE AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.**

5. **DISCLAIMER OF LIABILITY.** WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BY-PASSED OR THAT IT WILL ALWAYS OPERATE. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOI HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SECTIONS 16 AND 17 ON THE AGREEMENT LIMIT OUR LIABILITY TO $1,000.00 OR SIX (6) TIMES THE MONTHLY SERVICES FEE IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SECURITY CONSULTANT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL SERVICES FEE TO US.

6. **INSTALLATION OF THE SYSTEM.** You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all devices will be installed. If the alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110-volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler shut off valves, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, and otherwise provide the proper environment for the Systems as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the System is being installed as part of new construction or a remodeling of an existing structure and we pre-wire any portion of the System, and such wiring and/or related System components (e.g. doo switches) are damaged by you or others working on the premises, you agree to pay our standard labor and material charges to repair such damage. ***IF ADDITIONAL TRIPS ARE REQUIRED TO COMPLETE THE JOB DUE TO CUSTOMER OR CONTRACTOR NOT PROVIDING REQUIRED EQUIPMENT OR CONNECTIONS BY SCHEDULED INSTALLATION DATE, (I.E. DOORS, WINDOWS, TELEPHONE, POWER… ETC.), THOSE TRIPS WILL BE BILLED AT STANDARD LABOR RATES. MOTION DETECTORS AND GLASS BREAK DETECTORS ARE FOR SPOT PROTECTION ONLY. SUBSCRIBER DESIRES NO ADDITIONAL PROTECTION AT THIS TIME. SUBSCRIBER UNDERSTANDS THAT SUCH ADDITIONAL PROTECTION MAY BE AVAILABLE AND CAN BE PROVIDED BY HOFFMAN FOR A FEE. HOFFMAN DOES NOT WARRANTY ANY EQUIPMENT INSTALLED BY ANY OTHER COMPANY. HOFFMAN TO PROVIDE ONE HOUR FREE LABOR TO BRING SYSTEM ONLINE. ANY OTHER WORK REQUIRED TO MAKE SYSTEM OPERATIONAL WILL BE CHARGED ON A TIME PLUS MATERIALS BASIS. IF ANY WIRES HAVE BEEN CUT SINCE THE PRE-WIRE AND IT IS NECESSARY TO ADD ADDITIONAL EQUIPMENT TO COMPLETE SYSTEM, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO PAY FOR THIS EQUIPMENT ON A TIME PLUS MATERIALS BASIS. USE OF WIRELESS EQUIPMENT IS AFFECTED BY UNSEEN VARIABLES. ADDITIONAL EQUIPMENT AND LABOR MAY BE REQUIRED IF CONDITIONS DICTATE. THESE COSTS ARE BILLED TO THE CUSTOMER. IF HOFFMAN IS INSTALLING A SYSTEM IN A PRE-WIRED HOUSE, HOFFMAN MAKES NO WARRANTY ON CONDITION OF EXISTING WIRE AND ADDITIONAL COSTS MAY ARISE IF WIRE IS UNUSABLE OR LOST. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE FOR AREA PROTECTION ONLY. ALL COSTS ATTRIBUTABLE TO MAKING THE FIRE ALARM SYSTEM OPERABLE FOR THE RESIDENCE IDENTIFIED BY THIS DOCUMENT, INCLUDING SALE AND INSTALLATION COSTS, DO NOT EXCEED FIVE HUNDRED DOLLARS ($500).***

FIRE PERMIT FEES ARE NOT INCLUDED AS THEY VARY BY JURISDICTION AND ARE THE SUBSCRIBER'S RESPONSIBILITY. ANY ADDITIONAL EQUIPMENT THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION IS THE RESPONSIBILITY OF THE CUSTOMER AND MAY RESULT IN ADDITIONAL CHARGES. FIRE SYSTEMS REQUIRE DEDICATED POWER PROVIDED BY THE SUBSCRIBER.

IF SUBSCRIBER WISHES TO PROGRAM VIDEO RECORDER TO RECORD ON DETECTION OF MOTION ONLY, SUBSCRIBER UNDERSTANDS THAT UNDER SOME CIRCUMSTANCES MOVEMENT IN THE CAMERA IMAGE MAY NOT TRIGGER RECORDING CAUSING ALL OR PART OF AN EVENT TO NOT BE RECORDED. SUBSCRIBER SHALL PROVIDE INTERNET CONNECTION FOR ANY SERVICES AS REQUIRED FOR FUNCTION OF REMOTE MONITORING. HOFFMAN IS NOT RESPONSIBLE FOR FAILURES OF THAT INTERNET SERVICE OR LOST VIDEO DUE TO INTERNET RELATED ISSUES. NOTIFICATION ON VIDEO LOSS SIGNALS MAY BE INTERRUPTED DUE TO BROADBAND ISSUES BEYOND OUR CONTROL. SUBSCRIBER GIVES HOFFMAN THE RIGHT TO LOG INTO CAMERA SYSTEM FOR MONITORING AND TROUBLESHOOTING AS NECESSARY.

7. LIMITED/EXTENDED WARRANTY. For purchased Systems only, the following limited repair/replacement warranty applies:

a. WHAT IS COVERED: LIMITED WARRANTY - FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL PROVIDE THE FOLLOWING WARRANTY SERVICE: (1) FOR THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU; (2) AFTER THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL PROVIDE A REPLACEMENT FOR ANY DEFECTIVE PART WITHOUT CHARGE, BUT YOU WILL PAY FOR ALL LABOR AT OUR PREVAILING RATES WHICH WILL INCLUDE A MINIMUM VISIT CHARGE. WE MAY

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USE NEW OR USED PARTS OF EQUAL QUALITY. IF EXTENDED WARRANTY IS INCLUDED, THE POLICIES IN SECTION 6 (ABOVE & BELOW) WILL BE EXTENDED AS LONG AS YOUR ACCOUNT IS IN GOOD STANDING AND EXTENDED WARRANTY PAYMENTS ARE BEING MADE.
b. HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR AN ADDITIONAL CHARGE WHICH INCLUDES A MINIMUM ONE-HOUR VISIT CHARGE.
c. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES. ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLEI TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.
d. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. **CAMERA MAINTENANCE.** Camera Maintenance includes daily health alerts to be sent to Company if one of the cameras loses their picture or if the hard drive on the recorde fails. Subscriber is responsible for maintaining high speed internet connection. Once per month, if remote access is made available by client and conditions permit, Hoffman will remotely attempt to determine camera system is functioning as intended by using any combination of methods such as checking: system is accessible, recorded video, live video, camera views, views obscured, or other processes to attain general system health. Camera maintenance also includes an annual camera cleaning to be scheduled by the client. Finally it covers all normal wear and tear on the equipment so if any camera or the recorder fails, we will replace it at no cost to subscriber. Any repair work necessary will be done during normal business hours

9. **ALARM SYSTEM MONITORING SERVICE.** If you have subscribed to monitoring service, we shall connect the alarm system(s) to our monitoring facility (the "Center") and monitoring will be provided in accordance with our Agreement. We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. When a burglary, fire, duress, medical or other alarm signal from the System is received in the Center, we will call your premises first, followed by the first person designated on Subscriber' Emergency Notification List, and then try to telephone the proper police or fire department and the other persons designated on Subscriber's Emergency Notification List. HOFFMAN AND THE CENTER DO NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE. When a non-emergency signal is received (e.g. temperature or pump water flow sensors), we will attempt to contact the premises and then the first available person on your Subscriber information form but will not notify emergency authorities. We reserve the right to verify all alarm signals by using the two-way voice or visual devices, if one has been installed, calling the premises or otherwise before notifying the government agencies. We may choose not to notify the government agencies if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. *If Hoffman dispatches a Guard Company, subscriber is responsible to pay a response fee will each time Guard Company is dispatched.* We may charge an additional fee for such service that will be added to the then current monthly fee. *Subscriber is responsible for any city or county alarm permit fees.* You acknowledge and agree that all monitoring firmware and software, computer codes and monitoring information remain our sole and exclusive property. You consent to the tape recording of all telephonic communications with our office or the Center. *If Hoffman is providing Video Verification, standard dispatching procedures shall apply on all accounts with Video.* We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. False alarm charges shall be your responsibility.

10. **TRANSMISSION LINES.** The alarm system may include a communicator that sends signals to the Center over your regular telephone service, or Internet, cellular service or long-range radio. If telephone service is used, you will pay for all telephone charges including any installation fee for a special jack to connect the alarm system to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the alarm system priority over other telephones in your premises, however, when the alarm system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connected to a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telephone service problem. If an Internet, cellular or radio system is used for transmitting alarm signals from your premises to the Center, you acknowledge that the use of such system may be controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing or changing such transmission facilities at our option. Communications systems may be impaired or interrupted by atmospheric conditions, including interruptions caused by an Internet provider, electrical storms, power failures or other outages, conditions and events beyond our control. You may be required to execute an additional agreement for Internet, cellular or radio transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the alarm system because of area code changes or other dialing pattern changes. The use of DSL, VoIP, BPL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the alarm system, after it is installed or anytime in the future. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP, BPL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.

11. **FALSE ALARMS.** You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond our control can cause false alarms. If we receives too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay for the charge.

12. **AFTER WARRANTY REPAIR SERVICE.** At the end of our one (1) year limited warranty we will continue to repair the System and provide equipment on a time and material basis. You will pay our standard parts and labor charges for all repair calls and supplies. There will be a one (1) hour minimum visit charge for each repair call. See Section 7(b) of our Limited Warranty on how to get repair service.

(B) For Systems provided to you by Hoffman, except as limited below, we shall provide repair service for the System including all parts and labor. All repairs shall be performed during normal business hours, which are 8:00 am to 4:00 pm, Monday through Friday, except holidays we observe, and will be performed as soon as reasonably possible after receipt of notice from you. Emergency service is available at other times at our prevailing service rates. You agree to pay for all parts and labor necessary to repair the System as a result of damage to the System caused by accident, your misuse or modification of the System, acts of God, or attempted repair service performed by anyone other than Company or our designee and charges for such repairs will be based on our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payable upon completion of the work. **YOU AGREE TO PAY FOR ANY DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES.** If you fail to pay for such charges upon completion of the work, we may terminate this Agreement. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the

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equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or access control system).

13. SUBSCRIBER'S DUTIES. You will instruct all other persons who may use the System on its proper testing and use. You will test the alarm system's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the security alarm system includes space protection (e.g., infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as air conditioning systems, inventory, furniture, heaters, and other such devices that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. In the case of fire alarm or sprinkler system, you will notify us in writing of any change in your fire rating bureau or agency. You will notify Hoffman in writing of any changes in the information set forth on the Emergency Notification List. You agree that we may disclose the information regarding your system and on the Emergency Notification List to any governmental agency having jurisdiction over the use and operation of the System, without notice to you. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining video for CCTV systems and we do not provide film developing or video editing services.

14. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of Hoffman or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the alarm system and our monitoring facilities; (iii) you do not pay the service charge due to us, after we have give you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the alarm system communicator from our facility and/or enter your premises to disconnect the alarm system from our monitoring equipment and remove our signs, decals and communications software from your System and premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

15. TERMINATION, DEFAULT; TITLE TO SYSTEM In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition we may impose a late charge on all payments for services that are more than ten (10) days past due, in the amount equal to ten dollars ($10.00) or the maximum amount permitted by California law whichever is less. In no event shall Hoffman's failure to enforce this provision at any time be deemed to be a waiver by Hoffman to assert its rights created hereunder or to assess the late charge in the future. Unless you purchased the System from us (and the first box under Section 1 is checked), you acknowledge and agree to the following: (A) This Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF HOFFMAN. (B) You will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but our service personnel. (C) In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case may be. At the expiration of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. (D) We may elect to abandon all or any portion of the System. (E) Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, including, but not limited to, recovery of our loss of profit for any unexpired term of this Agreement. (F) You will return the System to us in good condition, reasonable wear and tear excepted. (G) You agree that installation of the System does not create a fixture to your premises. In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System.

16. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Hoffman will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 16 and 17, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

17. CHANGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

18. HOFFMAN IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. You understand that (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System. Therefore you agree that, even if a court decides that Hoffman's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System, installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of $250.00 or six (6) times the quarterly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

19. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Hoffman's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employee or subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

20. LIMITATION ON LAWSUITS; REFERENCE. Both Hoffman and Subscriber agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or filed more than two (2) years after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Hoffman in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Merced, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the

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California Code of Civil Procedure, as amended from time to time. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be ed or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator shall allocate all the costs of the arbitration, including fees of the arbitrator and reasonable attorney's fees of the prevailing party against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction.

21. INCREASE IN SERVICES FEE. Notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of insta n, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the monthly services fee by a percentage not to exceed ten perc and (10%) of the monthly services fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the inc you agree to pay the same.

22. INFORMATION AND PRIVACY. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monit record, store and, if necessary, disclose to third parties video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. You consent to such recording, storage, and disclosure on behalf of yourself and any minor children for whom you are the parent ;al guardian. You further agree and represent that you have or will have obtained consent to such recording, storage, and disclosure from any other individuals who live or work otherwise frequent, your premises, including consent on behalf of any minor children for whom such individuals are the parents or legal guardians. Further, you understand t privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lac privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or serv enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emerg information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) us ad sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as required to provide the services that you have ed, we will not monitor your location. You further acknowledge and assume risks related to data security breaches and cybercrime, as a result of which information about you a ır premises may be compromised, intercepted and/or used by third parties in a way that would compromise the security of your information, your safety and/or privacy, and the acy and safety of persons and property on your premises.

23. ENTIRE AGREEMENT. The entire and only agreement between you and Hoffman is written in this Agreement. They replace any earlier oral or written understanding agreements. They may only be changed by a written agreement signed by you and us. THEY MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OU SALES AGENT. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will g and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Ag ent is performed in the state of California and shall be governed by the laws of California.

24. OUR LICENSES. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY O INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTOR ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.CANCELLATION. [RESIDE AL SYSTEMS ONLY] YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FO FOR AN EXPLANATION OF THIS RIGHT.

HOFFMAN ELECTRONIC SYSTEMS

By _____
(Sales Agent & Agent Reg #)
7DAE474C5DB
Matthew Hoffman
ZorroSign
Management Approval

Date: 09/21/2022, 20

Rosemarie Smallcombe, Board Chair
[Print Subscriber's Name]
7DAE474C569
By Rosemarie Smallcombe
ZorroSign

Date: 09/21/2022
Type of Entity:
[ ] Sole Proprietorship [ ] Partnership
[ ] Corporation/LLC [ ] Other

Approved as to Legal Fo
7DAE474C55F
Steven W. Dahlem
ZorroSign
Steven W. Dahlem
County Counsel

THIS AGREEMENT WILL NOT BE BINDING UPON HOFFMAN UNTIL EITHER (i) APPROVED BY ONE OF OUR MANAGERS OR (ii) WE START THE INSTALLATION. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UP THE SIGNING OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEM APPROVED BY HOFFMAN'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEM THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF TH SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER.SUBSCRIBER AGREES DIGITAL SIGNATUR AND ELECTRONIC TRANSMISSION OF DOCUMENTATION IS LEGALLY BINDING AND JUST THE SAME AS ORIGINAL WET PEN-AND-PAPER SIGNATU

Hoffman 7DAE474C5F1 Matthew Hoffman ZorroSign

Subscriber 7DAE474C57F Rosemarie Smallcombe ZorroSign

Attachment: 22-537 - Hoffman Alarms 2022-2025 (RES-2022-576 : YPFG Budget Changes)

MARIPOSA COUNTY

Probation · (209) 966 3612

RESOLUTION - ACTION REQUESTED 2022-537

MEETING: September 20, 2022

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Youth Program and Facilities Grant (YPFG)

Agreement 1 of 2
Camera

RECOMMENDATION AND JUSTIFICATION:
Approve Agreements with Hoffman Alarm for Cameras and Alarms at Juvenile Facility, Authorize the Board of Supervisor Chair to Sign the Agreements, and Any Supporting Documents Necessary to Implement the Youth Program Facility Grant (YPFG) (Subject to Approval as to Legal Form by County Counsel).

The Board Previously Approved Resolution 2022-138 Which Authorized Probation to Submit an Application for the YPFG in the Amount of $106,968.

SB823 shifts serious youthful offenders rehabilitation services from the State to County Probation Departments. Recognizing many county programs and facilities were not designed for this long term population, grant funding to upgrade facilities and equipment has been made available to local jurisdictions.

The State has awarded funding to Mariposa County in the amount of $106,968 to purchase a vehicle to be used to transport youthful offenders to contract facilities around the State, and to upgrade the Mariposa County Special Purpose Juvenile Detention Facility security cameras and equipment. Total grant award for Mariposa County in the amount of $106,968 has been approved by the Board of State and Community Corrections (BSCC).

This is a reimbursement grant and no matching funds are necessary.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Mariposa County has received several grants to support youthful offender programs and services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The security cameras and associated equipment would not be replaced/upgraded and alternative funding will be needed for a transportation vehicle.

FINANCIAL IMPACT:
There is no impact to the budget as no matching funds are required.

ATTACHMENTS:
SB-823-RFA-Final (2) (DOCX)

REF ID# 13390

Attachment: 22-537 - Hoffman Cameras 2022-2025 (RES-2022-576 : YPFG Budget Changes)

Hoffman Alarm Agreement 2022 **(PDF)**
Hoffman Camera Agreement 2022 **(PDF)**

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

Attachment: 22-537 - Hoffman Cameras 2022-2025 (RES-2022-576 : YPFG Budget Changes)

Fresno Area:
90 E. Escalon Ave. #120
Fresno, CA 93710
(559) 292-7871
ACO # 4638
Con. Lic. 484100

HOFFMAN
ELECTRONIC SYSTEMS
Security for Home & Business
Burglary, Fire, Access, Cameras
Who's Watching Your Home or Business?

Merced Area:
2301 Aviation Dr.
Atwater, CA 95301
(209) 384-3305
(800) 972-0003
(209) 722-1107-Fax
HoffmanElectronics.com

SALE AND/OR INSTALLATION AND SERVICES AGREEMENT - Retail Installment Contract

THIS AGREEMENT is made this 12/07/2021 day of 7th 2021 by and between Hoffman Electronic Systems, a California corporation ("Hoffman"), and Subscriber named below.

SUBSCRIBER	DESCRIPTION OF JOB
Mariposa County Probation Dept. 5091 Bullion St P.O.Box 76, Mariposa, Ca 95338	CCTV 5091 Bullion St, Mariposa, Ca 95338

1. SALE AND/OR INSTALLATION AND SERVICES. We will (check one box as applicable):

☑ Sell and install, and provide warranty and after-warranty repair service, and provide the other services for, the security systems described below(individually or collectively the "System"); OR

☐ Install, provide repair service, and provide the other services for the System, in which case **THE SYSTEM SHALL REMAIN OUR SOLE PROPERTY ANI IS PROVIDED AS PART OF THE SERVICE.** Price and payment terms for monitoring service is included herein, and monitoring service is provided pursuant to the terms and conditions of our Agreement executed by Subscriber.

Signs and decals to remain the property of Hoffman under any circumstances.

System and Services Description

1 EA	Labor	4 EA	Wireless Bridge Wall Mount
9 EA	Hik 4MP Outdoor Turret Camera w/2.8mm fixed Lens	19 EA	12TB Surveillance Hard Drive
1 EA	Hik 4MP Outdoor Turret Camera w/Varifocal Lens	1 EA	Hik 6MP 360° Fisheye Camera w/Mic & Speaker
2 EA	Hik 4MP Indoor Turret Camera w/2.8mm fixed Lens	1 EA	Conduit, Parts< & Fittings
1 EA	128CH NVR	8 EA	Hik Conduit Back Box
2 EA	8 Port POE	1 EA	UPS
1 EA	16 Port POE	4 EA	Wireless Bridge
1 EA	Hik Short Wall Mount		

(CCTV equipment and installation $44,440.00, CCTV maintenance three year agreement $15,984.00 Total $60.384.00)

Hoffman to install new IP Camera system. Recorder to retain footage for all cameras for at least two years. Equipment & Tax - $25,000. Labor - $19,400.

Approximate Installation Starting Date: _____ Approximate Installation Completion Date: _____

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. Subscriber will, at Subscriber's sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation and use of the System.

2. PRICE; PAYMENT; TERM; FINANCIAL DISCLOSURES

SALES/INSTALLATION PRICE $44,400.00
(Sales Tax Included in Installation Price)

MONITORING SERVICE $444.00/MONTH

Includes:

☐ Cell	☐ Total Control App	☐ ZWave Control	☐ Entre
☐ Open/Close Reports	☐ UL Certification	☐ Camera Control	☐ Instant Eye Witness
☑ Camera Maintenance	☑ Videofied Clips	☑ Extended warranty	☐ Fire inspections

DEPOSIT DUE NOW	$0,00	INITIAL TERM OF MONITORING SERVICE PAID: Monthly	3 - YEARS (36 Mo/12 qtr/3 yrs)
BALANCE WHEN THE SYSTEM IS COMPLETED	$44,400.00	TOTAL MONITORING SUM FOR INITIAL TERM	$444.00 PER PERIOD $15,984.00

There is no financing charge or cost of credit associated with this Agreement (0% APR). The total sum set forth above as total monitoring sum for initial term is the total cash price and total cost of credit for monitoring service. WE MAY ELECT NOT TO START TO MONITOR THE SYSTEM OR PROVIDE OTHER SERVICES UNTIL THE SALES/INSTALLATION PRICE IS PAID IN FULL. You agree and understand that if you authorize any payments pursuant to any electronic means provided in the "Easy Payment Enrollment" form, and if such authorization is discontinued or terminated by you or any payment is dishonored by the financial institution or is not paid otherwise paid for any

Hoffman 7DAEA6AA74F Matthew Hoffman ZorroSign

Subscriber 7DAEA6AA74B Rosemarie Smallcombe ZorroSign

Attachment: 22-537 - Hoffman Cameras 2022-2025 (RES-2022-576 : YPFG Budget Changes)

reason, your payment obligations under this Agreement remain in full force and effect and you agree to pay the same to Hoffman. If you fail to make any such payments, we may terminate providing any further services and all collection rights and remedies of Hoffman are expressly reserved.

For services, the initial term of this agreement is three (3) years commencing on the day service begins, and will automatically continue for successive one (1) Month terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or renewal term.

3. MONITORING SERVICE FEES ARE BILLED IN ADVANCE AND IS DUE UPON YOUR RECEIPT OF OUR INVOICE. YOU WILL PAY THE PRORATED SERVICES FEE FOR THE MONTH IN WHICH SERVICES BEGIN. THE FIRST PAYMENT FOR SERVICES IS DUE WHEN WE SUBSTANTIALLY COMPLETE THE INSTALLATION OF THE SYSTEM. Monitoring service will not begin until you have executed and delivered our Agreement. We may elect not to start to monitor the alarm system, activate other systems, or provide other services until the installation price is paid in full. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition we ma impose a late charge on all payments for the installation of the System that more than ten (10) days past due in the maximum amount permitted by California law. You understand that the monitoring service fee does not include and text messaging or other cell phone usage charges by your wireless carrier that you may incur as a result of our notification and monitoring services. You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, we may periodically increase the services fee as set forth in Section 19.

4. **RECEIPT OF COPY.** YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED A COMPLETED COPY OF THIS AGREEMENT.**ALL OF THE TERMS ON THE AGREEMENT AND ON ALL ATTACHMENTS ARE PART OF THIS AGREEMENT. READ THEM BEFORE YOU SIGN BELOW.**

5. **DISCLAIMER OF LIABILITY.** WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BY-PASSED OR THAT IT WILL ALWAYS OPERATE. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOI HAVE YOU RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SECTIONS 16 AND 17 ON THE AGREEMENT LIMIT OUR LIABILITY TO $1,000.00 OR SIX (6) TIMES THE MONTHLY SERVICES FEE IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SECURITY CONSULTANT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL SERVICES FEE TO US.

6. **INSTALLATION OF THE SYSTEM.** You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the control panel, audible devices, cameras, monitors, and all devices will be installed. If the alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110-volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors, broken windows, sprinkler shut off valves, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV system, and otherwise provide the proper environment for the Systems as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you. If the System is being installed as part of new construction or a remodeling of an existing structure and we pre-wire any portion of the System, and such wiring and/or related System components (e.g. doo switches) are damaged by you or others working on the premises, you agree to pay our standard labor and material charges to repair such damage. ***IF ADDITIONAL TRIPS ARE REQUIRED TO COMPLETE THE JOB DUE TO CUSTOMER OR CONTRACTOR NOT PROVIDING REQUIRED EQUIPMENT OR CONNECTIONS BY SCHEDULED INSTALLATION DATE, (I.E. DOORS, WINDOWS, TELEPHONE, POWER... ETC.), THOSE TRIPS WILL BE BILLED AT STANDARD LABOR RATES. MOTION DETECTORS AND GLASS BREAK DETECTORS ARE FOR SPOT PROTECTION ONLY. SUBSCRIBER DESIRES NO ADDITIONAL PROTECTION AT THIS TIME. SUBSCRIBER UNDERSTANDS THAT SUCH ADDITIONAL PROTECTION MAY BE AVAILABLE AND CAN BE PROVIDED BY HOFFMAN FOR A FEE. HOFFMAN DOES NOT WARRANTY ANY EQUIPMENT INSTALLED BY ANY OTHER COMPANY. HOFFMAN TO PROVIDE ONE HOUR FREE LABOR TO BRING SYSTEM ONLINE. ANY OTHER WORK REQUIRED TO MAKE SYSTEM OPERATIONAL WILL BE CHARGED ON A TIME PLUS MATERIALS BASIS. IF ANY WIRES HAVE BEEN CUT SINCE THE PRE-WIRE AND IT IS NECESSARY TO ADD ADDITIONAL EQUIPMENT TO COMPLETE SYSTEM, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO PAY FOR THIS EQUIPMENT ON A TIME PLUS MATERIALS BASIS. USE OF WIRELESS EQUIPMENT IS AFFECTED BY UNSEEN VARIABLES. ADDITIONAL EQUIPMENT AND LABOR MAY BE REQUIRED IF CONDITIONS DICTATE. THESE COSTS ARE BILLED TO THE CUSTOMER. IF HOFFMAN IS INSTALLING A SYSTEM IN A PRE-WIRED HOUSE, HOFFMAN MAKES NO WARRANTY ON CONDITION OF EXISTING WIRE AND ADDITIONAL COSTS MAY ARISE IF WIRE IS UNUSABLE OR LOST. SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS ARE FOR AREA PROTECTION ONLY. ALL COSTS ATTRIBUTABLE TO MAKING THE FIRE ALARM SYSTEM OPERABLE FOR THE RESIDENCE IDENTIFIED BY THIS DOCUMENT, INCLUDING SALE AND INSTALLATION COSTS, DO NOT EXCEED FIVE HUNDRED DOLLARS ($500).***

FIRE PERMIT FEES ARE NOT INCLUDED AS THEY VARY BY JURISDICTION AND ARE THE SUBSCRIBER'S RESPONSIBILITY. ANY ADDITIONAL EQUIPMENT THAT MAY BE REQUIRED BY THE AUTHORITY HAVING JURISDICTION IS THE RESPONSIBILITY OF THE CUSTOMER AND MAY RESULT IN ADDITIONAL CHARGES. FIRE SYSTEMS REQUIRE DEDICATED POWER PROVIDED BY THE SUBSCRIBER.

IF SUBSCRIBER WISHES TO PROGRAM VIDEO RECORDER TO RECORD ON DETECTION OF MOTION ONLY, SUBSCRIBER UNDERSTANDS THAT UNDER SOME CIRCUMSTANCES MOVEMENT IN THE CAMERA IMAGE MAY NOT TRIGGER RECORDING CAUSING ALL OR PART OF AN EVENT TO NOT BE RECORDED. SUBSCRIBER SHALL PROVIDE INTERNET CONNECTION FOR ANY SERVICES AS REQUIRED FOR FUNCTION OF REMOTE MONITORING. HOFFMAN IS NOT RESPONSIBLE FOR FAILURES OF THAT INTERNET SERVICE OR LOST VIDEO DUE TO INTERNET RELATED ISSUES. NOTIFICATION ON VIDEO LOSS SIGNALS MAY BE INTERRUPTED DUE TO BROADBAND ISSUES BEYOND OUR CONTROL. SUBSCRIBER GIVES HOFFMAN THE RIGHT TO LOG INTO CAMERA SYSTEM FOR MONITORING AND TROUBLESHOOTING AS NECESSARY.

7. LIMITED/EXTENDED WARRANTY. For purchased Systems only, the following limited repair/replacement warranty applies:

a. WHAT IS COVERED: LIMITED WARRANTY - FOR ONE YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL PROVIDE THE FOLLOWING WARRANTY SERVICE: (1) FOR THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL REPAIR OR REPLACE ANY DEFECTIVE PART OF THE SYSTEM WITHOUT CHARGE TO YOU; (2) AFTER THE FIRST NINETY (90) DAYS OF THIS WARRANTY WE WILL PROVIDE A REPLACEMENT FOR ANY DEFECTIVE PART WITHOUT CHARGE, BUT YOU WILL PAY FOR ALL LABOR AT OUR PREVAILING RATES WHICH WILL INCLUDE A MINIMUM VISIT CHARGE. WE MAY USE NEW OR USED PARTS OF EQUAL QUALITY. IF EXTENDED WARRANTY IS INCLUDED, THE POLICIES IN SECTION 6 (ABOVE & BELOW) WILL BE EXTENDED AS LONG AS YOUR ACCOUNT IS IN GOOD STANDING AND EXTENDED WARRANTY PAYMENTS ARE BEING MADE.

Hoffman 7DAEA6AA75A Matthew Hoffman ZorroSign

Subscriber 7DAEA6AA740 Rosemarie Smallcombe ZorroSign

Attachment: 22-537 - Hoffman Cameras 2022-2025 (RES-2022-576 : YPFG Budget Changes)

b. HOW TO GET SERVICE: CALL OR WRITE US AT THE ADDRESS AND TELEPHONE NUMBER AT THE TOP OF THIS AGREEMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL BUSINESS HOURS WHICH ARE 8:00 A.M. TO 4:00 P.M., MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES FOR AN ADDITIONAL CHARGE WHICH INCLUDES A MINIMUM ONE-HOUR VISIT CHARGE.
c. WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES. ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLEI TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION. ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.
d. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. **CAMERA MAINTENANCE.** Camera Maintenance includes daily health alerts to be sent to Company if one of the cameras loses their picture or if the hard drive on the recorde fails. Subscriber is responsible for maintaining high speed internet connection. Once per month, if remote access is made available by client and conditions permit, Hoffman will remotely attempt to determine camera system is functioning as intended by using any combination of methods such as checking: system is accessible, recorded video, live video, camera views, views obscured, or other processes to attain general system health. Camera maintenance also includes an annual camera cleaning to be scheduled by the client. Finally it covers all normal wear and tear on the equipment so if any camera or the recorder fails, we will replace it at no cost to subscriber. Any repair work necessary will be done during normal business hours

9. **ALARM SYSTEM MONITORING SERVICE.** If you have subscribed to monitoring service, we shall connect the alarm system(s) to our monitoring facility (the "Center") anc monitoring will be provided in accordance with our Agreement. We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. When a burglary, fire, duress, medical or other alarm signal from the System is received in the Center, we will call your premises first, followed by the first person designated on Subscriber' Emergency Notification List, and then try to telephone the proper police or fire department and the other persons designated on Subscriber's Emergency Notification List. HOFFMAN AND THE CENTER DO NOT PROVIDE MEDICAL SERVICES OR MEDICAL ADVICE. When a non-emergency signal is received (e.g. temperature or pump water flow sensors), we will attempt to contact the premises and then the first available person on your Subscriber information form but will not notify emergency authorities. We reserve the right to verify all alarm signals by using the two-way voice or visual devices, if one has been installed, calling the premises or otherwise before notifying the government agencies. We may choose not to notify the government agencies if we have reason to believe that an emergency condition does not exist. We and you are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. We may discontinue or change any particular response service due to governmental or insurance requirements by giving you written notice. If your police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us, or otherwise comply with such requirements. *If Hoffman dispatches a Guard Company, subscriber is responsible to pay a response fee will each time Guard Company is dispatched.* We may charge an additional fee for such service that will be added to the then current monthly fee. *Subscriber is responsible for any city or county alarm permit fees.* You acknowledge and agree that all monitoring firmware and software, computer codes and monitoring information remain our sole and exclusive property. You consent to the tape recording of all telephonic communications with our office or the Center. *If Hoffman is providing Video Verification, standard dispatching procedures shall apply on all accounts with Video.* We will charge you directly for monitoring which will be billed to you by us pursuant to this Agreement. False alarm charges shall be your responsibility.

10. **TRANSMISSION LINES.** The alarm system may include a communicator that sends signals to the Center over your regular telephone service, or Internet, cellular service or long-range radio. If telephone service is used, you will pay for all telephone charges including any installation fee for a special jack to connect the alarm system to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the alarm system priority over other telephones in your premises, however, when the alarm system is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connected to a second telephone line. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and we will not know of the telephone service problem. If an Internet, cellular or radio system is used for transmitting alarm signals from your premises to the Center, you acknowledge that the use of such system may be controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing or changing such transmission facilities at our option. Communications systems may be impaired or interrupted by atmospheric conditions, including interruptions caused by an Internet provider, electrical storms, power failures or other outages, conditions and events beyond our control. You may be required to execute an additional agreement for Internet, cellular or radio transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the alarm system because of area code changes or other dialing pattern changes. The use of DSL, VoIP, BPL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the alarm system, after it is installed or anytime in the future. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP, BPL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL, VoIP, BPL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.

11. **FALSE ALARMS.** You agree that you and others using the System will use it carefully so as to avoid causing false alarms. Severe weather or other forces beyond our control can cause false alarms. If we receives too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay for the charge.

12. **AFTER WARRANTY REPAIR SERVICE.** At the end of our one (1) year limited warranty we will continue to repair the System and provide equipment on a time and material basis. You will pay our standard parts and labor charges for all repair calls and supplies. There will be a one (1) hour minimum visit charge for each repair call. See Section 7(b) of our Limited Warranty on how to get repair service.

(B) For Systems provided to you by Hoffman, except as limited below, we shall provide repair service for the System including all parts and labor. All repairs shall be performed during normal business hours, which are 8:00 am to 4:00 pm, Monday through Friday, except holidays we observe, and will be performed as soon as reasonably possible after receipt of notice from you. Emergency service is available at other times at our prevailing service rates. You agree to pay for all parts and labor necessary to repair the System as a result of damage to the System caused by accident, your misuse or modification of the System, acts of God, or attempted repair service performed by anyone other than Company or our designee and charges for such repairs will be based on our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payable upon completion of the work. **YOU AGREE TO PAY FOR ANY DISPOSABLE ITEMS SUCH AS ACCESS CONTROL CARDS, VIDEO HARDDRIVES AND BATTERIES WHICH WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES.** If you fail to pay for such charges upon completion of the work, we may terminate this Agreement. For fire alarm or sprinkler supervisory systems we will provide inspection and testing service as set forth on the equipment description. Inspections and tests will be performed only during our normal business hours described above. We have no obligation to repair equipment to which the System is attached (e.g., a sprinkler system or access control system).

Hoffman 7DAEA6AA765 Matthew Hoffman ZorroSign

Subscriber 7DAEA6AA735 Rosemarie Smallcombe ZorroSign

Attachment: 22-537 - Hoffman Cameras 2022-2025 (RES-2022-576 : YPFG Budget Changes)

13. SUBSCRIBER'S DUTIES. You will instruct all other persons who may use the System on its proper testing and use. You will test the alarm system's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the security alarm system includes space protection (e.g., infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as air conditioning systems, inventory, furniture, heaters, and other such devices that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. In the case of fire alarm or sprinkler system, you will notify us in writing of any change in your fire rating bureau or agency. You will notify Hoffman in writing of any changes in the information set forth on the Emergency Notification List. You agree that we may disclose the information regarding your system and on the Emergency Notification List to any governmental agency having jurisdiction over the use and operation of the System, without notice to you. You are solely responsible for (i) issuing and controlling access control cards and (ii) providing and maintaining video for CCTV systems and we do not provide film developing or video editing services.

14. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of Hoffman or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the alarm system and our monitoring facilities; (iii) you do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the alarm system communicator from our facility and/or enter your premises to disconnect the alarm system from our monitoring equipment and remove our signs, decals and communications software from your System and premises. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

15. TERMINATION, DEFAULT; TITLE TO SYSTEM In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition we may impose a late charge on all payments for services that are more than ten (10) days past due, in the amount equal to ten dollars ($10.00) or the maximum amount permitted by California law whichever is less. In no event shall Hoffman's failure to enforce this provision at any time be deemed to be a waiver by Hoffman to assert its rights created hereunder or to assess the late charge in the future. Unless you purchased the System from us (and the first box under Section 1 is checked), you acknowledge and agree to the following: (A) This Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF HOFFMAN. (B) You will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but our service personnel. (C) In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case may be. At the expiration of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. (D) We may elect to abandon all or any portion of the System. (E) Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, including, but not limited to, recovery of our loss of profit for any unexpired term of this Agreement. (F) You will return the System to us in good condition, reasonable wear and tear excepted. (G) You agree that installation of the System does not create a fixture to your premises. In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System.

16. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Hoffman will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 16 and 17, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

17. CHANGES TO THE SYSTEM. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

18. HOFFMAN IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY. You understand that (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (f) a CCTV or access control system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (g) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System. Therefore you agree that, even if a court decides that Hoffman's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System, installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of $250.00 or six (6) times the quarterly services fee, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss. YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

19. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Hoffman's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and that employee or subcontractor solely causes such harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

20. LIMITATION ON LAWSUITS; REFERENCE. Both Hoffman and Subscriber agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or filed more than two (2) years after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Hoffman in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Merced, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated

Hoffman 7DAEA6AA770 Matthew Hoffman ZorroSign

Subscriber 7DAEA6AA72A Rosemarie Smallcombe ZorroSign

Attachment: 22-537 - Hoffman Cameras 2022-2025 (RES-2022-576 : YPFG Budget Changes)

or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator shall allocate all the costs of the arbitration, including fees of the arbitrator and reasonable attorney's fees of the prevailing party against the party who did not prevail. Judgment on the award may be entered in any court having jurisdiction.

21. INCREASE IN SERVICES FEE. Notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the monthly services fee by a percentage not to exceed ten percent (10%) of the monthly services fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase an you agree to pay the same.

22. INFORMATION AND PRIVACY. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor, record, store and, if necessary, disclose to third parties video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. You consent to such recording, storage, and disclosure on behalf of yourself and any minor children for whom you are the parent or legal guardian. You further agree and represent that you have or will have obtained consent to such recording, storage, and disclosure from any other individuals who live or work at, or otherwise frequent, your premises, including consent on behalf of any minor children for whom such individuals are the parents or legal guardians. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this agreement, prevent fraud and respond to regulatory and legal requirements, (ii) provide information, including information contained on your emergency information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. Except as required to provide the services that you have selected, we will not monitor your location. You further acknowledge and assume risks related to data security breaches and cybercrime, as a result of which information about you and your premises may be compromised, intercepted and/or used by third parties in a way that would compromise the security of your information, your safety and/or privacy, and the privacy and safety of persons and property on your premises.

23. ENTIRE AGREEMENT. The entire and only agreement between you and Hoffman is written in this Agreement. They replace any earlier oral or written understandings or agreements. They may only be changed by a written agreement signed by you and us. THEY MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

24. OUR LICENSES. ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.CANCELLATION. [RESIDENTIAL SYSTEMS ONLY] YOU, THE SUBSCRIBER, MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

HOFFMAN ELECTRONIC SYSTEMS

By Phillip Meek Ace # 540072
(Sales Agent & Agent Reg #)

7DAEA6AA77B
Matthew Hoffman
ZorroSign
Management Approval

Date: 09/21/2022, 20___

Rosemarie Smallcombe, Board Chair

By 7DAEA6AA709 Rosemarie Smallcombe ZorroSign

Date: 09/21/2022

Type of Entity:
[ ] Sole Proprietorship [ ] Partnership
[ ] Corporation/LLC [ ] Other _____

Approved as to Legal Form:
7DAEA6AA8F1 Steven W. Dahlem ZorroSign
Steven W. Dahlem, County Counsel

THIS AGREEMENT WILL NOT BE BINDING UPON HOFFMAN UNTIL EITHER (i) APPROVED BY ONE OF OUR MANAGERS OR (ii) WE START THE INSTALLATION. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT APPROVED BY HOFFMAN'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANYWAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT. THE CITY OR COUNTY IN WHICH YOUR BUSINESS IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATIONS UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BEEN OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OR LICENSES, AND PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER.SUBSCRIBER AGREES DIGITAL SIGNATURES AND ELECTRONIC TRANSMISSION OF DOCUMENTATION IS LEGALLY BINDING AND JUST THE SAME AS ORIGINAL WET PEN-AND-PAPER SIGNATURES.

Attachment: 22-537 - Hoffman Cameras 2022-2025 (RES-2022-576 : YPFG Budget Changes)

Hoffman 7DAEA6AA786 Matthew Hoffman ZorroSign

Subscriber 7DAEA6AA71F Rosemarie Smallcombe ZorroSign

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-577

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve Agreement with Williams Excavation for Mariposa Park Tennis Court Rehabilitation

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Williams Excavation, Inc. for Mariposa Park Tennis Court Rehabilitation in an Amount Not to Exceed $335,800; Approve Budget Action Transferring Funds from the Mariposa Lighting District to CIP Fund 5501 in the amount of ($30,000); and Authorize the Board of Supervisors Chair to Sign the Agreement.

A bid opening was held on July 12, 2022. Four bids were received from DeAnda Company ($152,700), Williams Excavation ($202,000), Taylor Backhoe ($222,159.60), and BMY ($253,791). DeAnda Company withdrew their bid due to a mathematical error.

The base bid was for resurfacing the two upper tennis courts. An additional $30,000 from the Mariposa Lighting District is proposed to fix the tennis court lighting. New mast arms and LED heads will be constructed, and timer switches installed for evening play. An additional $11,900 is proposed for a retaining wall with precast concrete blocks to correct drainage and prevent the hillside from sliding onto the courts. An additional $91,900 is proposed to resurface the third, lower court. The third court will become dedicated for pickleball with four appropriately sized courts.

Mariposa County received $400,000 in Proposition 68 Grant Funds in 2021 to be used for recreational projects throughout the county.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On April 4, 2021, the Board of Supervisors adopted Resolution 2001-193 approving Public Works to apply for a Proposition 68 grant and execute all associated documents necessary for the completion of the grant. The Mariposa Park Tennis Court was one of the selected projects.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, and the tennis courts may need to be closed due to their deteriorated conditions.

FINANCIAL IMPACT:
Funds have been budgeted in the CIP 5501.

ATTACHMENTS:
Williams Excavation Contract (PDF)
Budget Action - FY22-23 Fund 5501 - Xfr for Tennis Courts (PDF)

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

COUNTY OF MARIPOSA (Owner)

Public Works
4639 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

Mariposa County Tennis Court Rehab Project

DATE: _____

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR: Williams Excavation, Inc., 5177 Goins Way, Mariposa, CA 95338

LICENSE NO: 435145

2. SCOPE OF THE WORK

See Scope of Work attached as Appendix A.

3. COMPENSATION FOR WORK. Contractor's total compensation for the Work performed under this Agreement **(Contract Sum**) is $335,800, to be paid as **(check one)**: (1) ☐ lump sum; (2) X lump sum with progress payments; (3) X per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of $335,800. All payments **(check one)**: X shall ☐ shall not be subject to a five percent (5%) retention.

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

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

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

Substantial Completion Date: Within 80 working days of Commencement Date.

Final Completion Date: Within 10 working days of Substantial Completion.

4.01 Liquidated Damage Amounts.

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

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

4.02 Scope of Liquidated Damages

A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be

Attachment: Williams Excavation Contract (RES-2022-577 : Approve Agreement with Williams Excavation for Mariposa Park Tennis Court

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

B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

5. TERMS AND CONDITIONS.

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

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

B. Appendix B – General Conditions

C. Appendix C – Insurance

D. Appendix D – Construction Performance Bond

E. Appendix E – Construction Labor and Materials Payment Bond

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

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

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

COUNTY OF MARIPOSA

By: _____
Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR:

Name: Williams Excavation, Inc.

By: _____
Keith Williams, President

By: _____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

By: _____
Steven W. Dahlem
County Counsel

Attachment: Williams Excavation Contract (RES-2022-577 : Approve Agreement with Williams Excavation for Mariposa Park Tennis Court

Appendix A to Construction Services Agreement

SCOPE OF WORK

Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents. Work to be done consists, in general, of removing existing chain link fabric and vertical line posts, demolishing net posts, nets, center anchors including concrete footings, constructing new post sleeves, posts, and nets, digging out root heaves, cleaning the surface of loose dirt and debris, crack filling, 2” HMA overlay, correcting lighting, and applying resurfacer, color playing surface, and line paint using a Plexipave surfacing system or equivalent for three courts.

Attachment: Williams Excavation Contract (RES-2022-577 : Approve Agreement with Williams Excavation for Mariposa Park Tennis Court

Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

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

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

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

ARTICLE 2 LEGAL AND MISCELLANEOUS

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

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

Attachment: Williams Excavation Contract (RES-2022-577 : Approve Agreement with Williams Excavation for Mariposa Park Tennis Court

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

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

2.03 **Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (**Owner Indemnities**), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

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

2.05 **Compliance with Laws; Conflict of Interests.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in anyway attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. Contractor shall not engage in unlawful employment discrimination including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, sexual orientation, or sexual identity as prohibited by state or federal law.

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

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default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

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

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

2.09 Mandatory Contractor and Subcontractor Registration. Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

2.10 Worker's Compensation. Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.

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

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

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

2.12 Earthwork and Underground Facilities. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of $25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

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

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

A. Should any clarification, determination, action or inaction by Owner, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with County stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.

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

C. Claim Format

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

D. Required Provisions on Contract Claim Resolution

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

2. Public Contract Code Section 9204 provides:
   (a) For the purposes of this section, “Claim” means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
   (b) Procedure:
      (1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner’s governing body must approve Owner’s response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body’s meeting, shall provide Contractor with a written statement

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identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.

(2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.

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

(4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

(7) Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

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

(9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

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

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

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

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

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

(c) Procedure:

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

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

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

(4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond,and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(End of Appendix B)

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Appendix C to Construction Services Agreement

INSURANCE

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

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

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

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

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

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

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

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

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

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

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

8. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply

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on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.

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

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

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

(***End of Appendix C***)

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Appendix D to Construction Services Agreement

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **County of Mariposa**, a political subdivision of the California State of California (**Owner**) has awarded to **Williams Excavation, Inc.**, as Principal, a Construction Services Agreement, dated the _____ day of _____, 2022 (**Agreement**), titled THE MARIPOSA COUNTY TENNIS COURT REHAB PROJECT in the amount of $335,800, which Agreement is by this reference made a part hereof, for the work described as follows:

Mariposa County Tennis Court Rehab Project

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;

3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:

6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.

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7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.

8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.

10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2022.

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: (Corp. Seal)	Company: (Corp. Seal)
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code

(***End of Appendix D***)

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Appendix E to Construction Services Agreement

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **County of Mariposa**, a political subdivision of the California State of California (**Owner**) has awarded to **Williams Excavation, Inc.**, as Principal, a Construction Services Agreement, dated the _____ day of _____, 2022 (**Agreement**), titled THE MARIPOSA COUNTY TENNIS COURT REHAB PROJECT located at Mariposa County in the amount of $335,800, which Agreement is by this reference made a part hereof, for the work described as follows:

Mariposa County Tennis Court Rehab Project

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

3. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM ($335,800), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Attachment: Williams Excavation Contract (RES-2022-577 : Approve Agreement with Williams Excavation for Mariposa Park Tennis Court

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2022.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

_____
Signature

_____
Name

_____
Title

_____
Street Address

_____
City, State, Zip Code

SURETY

Company: (Corp. Seal)

_____
Signature

_____
Name

_____
Title

_____
Street Address

_____
City, State, Zip Code

(***End of Appendix E***)

Attachment: Williams Excavation Contract (RES-2022-577 : Approve Agreement with Williams Excavation for Mariposa Park Tennis Court

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3318	304	60301	Professional Services			$30,000
3318	304	80111	Transfer Out		$30,000	
5501	350	49101	Transfer In		($30,000)	
5501	350	70111	Community and Office Buildings		$30,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$30,000	$30,000

ACTION REQUESTED: (Check all that apply)

( ) 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 Move funds to Tennis Court rehab project to cover the cost of the lighting improvement portion of the project

AUDITOR SIGNATURE DATE: 9/22/22

CAO SIGNATURE DATE

3318 **304** Mariposa Lighting

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY22-23 Fund 5501 - Xfr for Tennis Courts (RES-2022-577 : Approve Agreement with Williams Excavation for

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2022-578

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan

---

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Sally Swanson Architects to Provide an American with Disabilities (ADA) Self-Evaluation and Transition Plan in the Amount Not to Exceed $199,940; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The County is committed to providing access to all its programs, services, and activities for qualified individuals with disabilities. To ensure appropriate access, as well as compliance with State and Federal disability laws, a Self-Evaluation and Transition Plan is required. The law states that public entities must identify barriers in policies, programs, and the built environment, and to prioritize and develop barrier removal solutions that will facilitate access for all.

Staff advertised an RFP on April 14, 2022 and received 3 proposals from Sally Swanson, DAC, and Bureau Veritas on May 12, 2022. The proposals were evaluated based on qualifications. Consultant fees were submitted in a separate sealed envelope and not a part of the evaluation process.

The Self-Evaluation and Transition Plan is scheduled to be completed June 30, 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On April 6, 2022, Resolution 2022-234 the Board approved the Request for Proposals (RFP) for the ADA Self-Evaluation and Transition Plan.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Title II of the ADA requires that public entities develop a Transition Plan for their facilities, streets, sidewalks and/or other areas meant for public use. Do not approve and the County risks losing its State and Federal funds.

FINANCIAL IMPACT:

$200,000 is budgeted in 60301 General Professional Services for the preparation of this report.

ATTACHMENTS:

SSA Contract (PDF)
Sally Swanson optimized(PDF)

REF ID# 13382

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

AGREEMENT FOR MARIPOSA COUNTY ADA TRANSITION PLAN

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Sally Swanson Architects, Inc. (SSA) ("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 September 15, 2022 and terminate on June 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall provide Mariposa County ADA Transition Plan as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $199,940 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: SSA Contract (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(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

Attachment: SSA Contract (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, 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

Attachment: SSA Contract (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Sally Swanson Architects, Inc.
500 Sansome Street, Suite 410
San Francisco, CA 94111

COUNTY:
Melinda Rice
County of Mariposa
4639 Ben Hur Road
Mariposa, CA 95338

Attachment: SSA Contract (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

Attachment: SSA Contract (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

Attachment: SSA Contract (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

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: SSA Contract (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

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	Sally Swanson Architects, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: SSA Contract (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

Exhibit A
SCOPE OF WORK

UNDERSTANDING

Sally Swanson Architects, Inc. (SSA) understands that the selected consultant will *"prepare a comprehensive Self-Evaluation and Transition Plan that fully complies with Federal and State accessibility laws, standards, codes and regulations."*

The selected consultant will perform all services in compliance with the latest editions of:

- United States Access Board's ADA Accessibility Guidelines for Buildings and Facilities (ADAAG)
- Manual on Uniform Traffic Control Devices (MUTCD)
- State Architect's Access Compliance Reference Materials, including relevant CA Building Codes
- Revised Final Title II Rules
- Public Right-of-Way Guideline (PROWAG)
- The Web Content Accessibility Guidelines (WCAG)

SSA further understands that the selected consultant will *"evaluate County buildings, public right-of-way in the town centers, and County parks." And, will "review and evaluate current County programs, services and activities to identify any issues which may affect accessibility. The review will include any County policy documents that address programs, services and activities." The review will "evaluate the current level of accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation, communication, grievance procedures and emergency procedures."*

SSA's staff performing inspections as outlined in the Scope of Services will be under the supervision of staff that is CASp certified.

As outlined in the RFP, Section III-2. Scope of Services, the following tasks will be performed by SSA.

- Task 1. Project Management
- Task 2. Research and Investigation
- Task 3. Site Assessments
- Task 4. Public Outreach
- Task 5. Self-Evaluation and Transition Plan

As directed by the RFP, SSA will describe the proposed work by task in Section E. Project Team and Qualifications, Point 2. Scope of Work.

SSA's response regarding the Scope of Work will include the required deliverables per task.

Attachment: SSA Contract (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

COUNTY OF MARIPOSA - AMERICAN WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN - FEE PROPOSAL - SALLY SWANSON ARCHITECTS, INC. (SSA)

Task #	Tasks	Sally Swanson Architects, Inc.										ODC's			Total
	Task Description	Principal-in-Charge	Project Manager	Policy Specialist	Facility Specialist	GIS/ Database Specialist	Technical Staff	PRoW Surveyor	Admin Staff	Total Hours	Total Labor Costs	Other Direct Costs			Total Fee
		Sally Swanson	Sivaji Muggari	Allison Dalton	Chris Sircello	Danielle Peters	(Various)	(Various)	(Various)			Car ($325/ Week)	Lodging ($1000/Month)	Meals & Incidental ($21/Day)	
		$225.00	$185.00	$185.00	$135.00	$110.00	$75.00	$75.00	$60.00						
1.	**Project Management**														
	a. Administration, Management & Coordination		8						8	16	$1,960.00				$1,960.00
	b. Develop a Process, Procedures, and Forms		2	2	2	2				8	$1,230.00				$1,230.00
	c. Attend Kick-Off, Interim Progress and Completion Meetings	2	8	2	2	2				16	$2,790.00				$2,790.00
	d. Present Draft and Final Transition Plan to the County Staff		2	2	2					6	$1,010.00				$1,010.00
	Subtotal:	**2**	**20**	**6**	**6**	**4**	**0**	**0**	**8**	**46**	**$6,990.00**	**$0.00**	**$0.00**	**$0.00**	**$6,990.00**
2.	**Research and Investigation**														
	a. Identify Programs and Services and Associated Policies and Procedures		1	8						9	$1,665.00				$1,665.00
	b. Selecting Key Personnel Including Orientation Meeting		1	4						5	$925.00				$925.00
	c. Staff Surveys Including Questionnaires		1	8						9	$1,665.00				$1,665.00
	d. Draft Programmatic Survey Reports		1	80						81	$14,985.00				$14,985.00
	e. Final Programmatic Survey Reports		1	16						17	$3,145.00				$3,145.00
	f. Identify Communication and Webpages and Associated Forms and Website Formatting		1	8						9	$1,665.00				$1,665.00
	g. Evaluate County's Communications and Webpages		1	8						9	$1,665.00				$1,665.00
	h. Draft Communication and Webpages Survey Reports		1	16						17	$3,145.00				$3,145.00
	i. Final Communication and Webpages Survey Reports		1	8						9	$1,665.00				$1,665.00
	Subtotal:	**0**	**9**	**156**	**0**	**0**	**0**	**0**	**0**	**165**	**$30,525.00**	**$0.00**	**$0.00**	**$0.00**	**$30,525.00**
3.	**Site Assessments**														
	a. Inventory Review		1		4					5	$725.00				$725.00
	b. Facility Diagrams		1		4		40			45	$3,725.00				$3,725.00
	c. Physical Survey's of County Public Rights of Way Elements, Buildings and Facilities Per Inventory List		1		480			24		505	$66,785.00	$2,600.00	$15,000.00	$840.00	$85,225.00
	d. Draft County PRoW Elements, Buildings and Facilities Access Compliance Assessment Reports		1		160		64			225	$26,585.00				$26,585.00
	e. Final County PRoW Elements, Buildings and Facilities Access Compliance Assessment Reports		1		32		16			49	$5,705.00				$5,705.00
	Subtotal:	**0**	**5**	**0**	**680**	**0**	**120**	**24**	**0**	**829**	**$103,525.00**	**$2,600.00**	**$15,000.00**	**$840.00**	**$121,965.00**
4.	**Public Outreach**														
	a. Administration Including Presentation & Materials		2	8	8					18	$2,930.00				$2,930.00
	b. Public Outreach Online Meeting		2	2	2	2				8	$1,230.00				$1,230.00
	Subtotal:	**0**	**4**	**10**	**10**	**2**	**0**	**0**	**0**	**26**	**$4,160.00**	**$0.00**	**$0.00**	**$0.00**	**$4,160.00**
5.	**Comprehensive ADA Self-Evaluation and Transition Plan**														
	a. Draft ADA Self-Evaluation & Transition Plan	1	2	8	8		200			219	$18,155.00				$18,155.00
	b. Final ADA Self-Evaluation & Transition Plan with Executive Summary	1	2	4	4		40			51	$4,875.00				$4,875.00
	c. Draft Database in Excel or County Approved Software		1			80				81	$8,985.00				$8,985.00
	d. Final Database in Excel or County Approved Software		1			24				25	$2,825.00				$2,825.00
	e. ADA Self-Evaluation & Transition Plan Presentation to the Board of Supervisors	2	2	2	2					8	$1,460.00				$1,460.00
	Subtotal:	**4**	**8**	**14**	**14**	**104**	**240**	**0**	**0**	**384**	**$36,300.00**	**$0.00**	**$0.00**	**$0.00**	**$36,300.00**
6.	**Training (*** At No Cost to The County***)**														
	a. On-line Training on Applicable Code, Inspection, Report & Database		2	6	6	6				20	$0.00				$0.00
	Subtotal:	**0**	**2**	**6**	**6**	**6**	**0**	**0**	**0**	**20**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	Grand Total:	**6**	**48**	**192**	**716**	**116**	**360**	**24**	**8**	**1470**	**$181,500.00**	**$2,600.00**	**$15,000.00**	**$840.00**	**$199,940.00**

Notes: 1. If there is a significant increase to the scope of work outlined above, SSA reserves the right to renegotiate the services fee with the County of Mariposa.
2. Sally Swanson Architects, Inc. (SSA) guarantees that no additional fees will be charged to the County of Mariposa without prior written consent by the County.

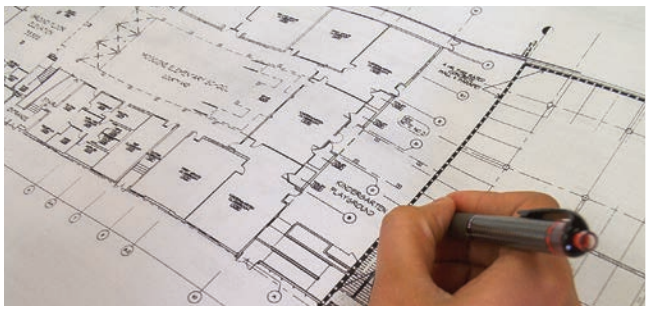
EXHIBIT B
COST PROPOSAL

Attachment: SSA Contract (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

SALLY SWANSON
ARCHITECTS, INC.

PROPOSAL | Mariposa County

Americans with Disabilities Act (ADA) Self-Evaluation



SSA # 22011.00.30

May 12, 2022

CALIFORNIA OFFICE
500 SANSOME STREET, SUITE 410, SAN FRANCISCO, CA 94111
T 415.445.3045

WWW.SWANARCH.COM
800.533.8771

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

May 6, 2022

Matt Hespenheide, ADA Coordinator
Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

Re: Mariposa County, Request for Proposals (RFP) for Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan

Dear Matt Hespenheide and Colleagues,

Sally Swanson Architects, Inc. (SSA) a California licensed and certified WBE, SBE and DBE firm, is honored to present its proposal for consideration to lead the Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan. A concentration of robust and diverse in-house staff resources, hands-on project management and innovative field accessibility techniques will generate the highest value of services to Mariposa County. No sub consultants will be utilized on any aspect of this contract.

The proposed SSA team has an unparalleled depth of experience led by Sally Swanson, AIA, Licensed Architect, as Principal in Charge; Sivaji Muggari, CASp, ICC the dedicated Project Manager, and Allison Dalton, Ph.D. the ADA Policy Specialist.

Required Statements

Contact Authorized to Represent the Proposer

This cover letter is being signed by the person who is the "duly constituted official legally authorized to bind the applicant to the proposal." This official is Sally Swanson, AIA, CEO of SSA.

Ms. Swanson is also the person to whom "correspondence should be directed."

Thank you for your consideration. SSA looks forward to assisting Mariposa County to achieve its goal of providing an accessible and inclusive community.

Sincerely,

Sally Swanson, AIA, Principal-in-Charge
Proposer: Sally Swanson Architects, Inc.
Address: 500 Sansome Street, Suite 410, San Francisco, CA 94111;
Mailing Address: P.O. Box 2029, San Francisco, CA 94126
Phone: 415 445 3045, ext. 101; FAX: 415 445 3055; Email: sswanson@swanarch.com

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

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G	ADDITIONAL INFORMATION
H	FEE SCHEDULE

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

Executive Summary

It is understood that Mariposa County, Department of Public Works is requesting proposals from consultants to prepare a comprehensive Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan that fully complies with Federal and State accessibility laws, standards, codes, and regulations. The scope is general understood to include: (1) Project Management; (2) Research and Investigation; (3) Site Assessments; (4) Public Outreach; and (5) a Self-Evaluation and Transition Plan.

Sally Swanson Architects, Inc. (SSA) proposal demonstrates that since its founding in 1980, SSA, a State of California certified Small Business (SB) and Disadvantaged Business Enterprise (DBE), has evidenced a long-term dedication to serving the needs of persons with disabilities. SSA's proposed Project Manager, Sivaji Muggari, ICC, CASP developed his expertise with SSA conducting successful ADA Self-Evaluation and Transition Plans for counties, cities and public agencies.

Recent, relevant ADA Self-Evaluation and Transition Plan projects include those for the Counties of Stanislaus, Sacramento, Humboldt, Kings, San Bernardino, Santa Barbara, Mendocino and San Luis Obispo, California.

The Mariposa County project will be conducted from SSA's San Francisco, California office, and will be led by Sivaji Muggari, CASp, ICC who, as Project Manager will provide a hands-on approach to every aspect of the project, complemented by his expertise, understanding and capabilities garnered from his portfolio of related ADA accessibility assessment projects. SSA's dedicated in-house team is prepared to work closely with appropriate Mariposa County staff, the ADA Coordinator and stakeholders to provide a uniquely comprehensive perspective on accessibility issues.

SSA staff has a deep knowledge of compliance requirements in American National Standard (ICC/ANSI); Americans with Disabilities Act (ADA); 2010 ADA Accessibility Guidelines (ADAAG); ADA Title II and III Regulations; Public Right of Way Access Guidelines (PROWAG) and Title 28 of the Code of Federal Regulations; Architectural Barriers Act (ABA); 2019 California Building Code (CBC) within Title 24 of the California Code of Regulations; California Civil Code; California Government Code; California Health and Safety Code; the Caltrans Highway Design Manual; Caltrans Standard Plans (2010 and 2015), Caltrans Standard Specifications (2010 and 2015), Caltrans Design Information Bulletin (DIB) 82, the California Manual on Uniform Traffic Control Devices (CA MUTCD), Division of the State Architect Policies and Interpretive Regulations, International Building Code (IBC), Uniform Building Code (UBC), Uniform Federal Accessibility Standards (UFAS), the Web Content Accessibility Guidelines (WCAG) and the Unruh Act.

SSA Distinguishing Characteristics to Conduct the Mariposa County Scope

The SSA in-house team consists of long-term and dedicated SSA staff members that includes three (3) licensed Architects, three (3) Certified Access Specialists (CASp) and ICC-certified accessibility inspectors. In addition, SSA's ADA Policy Specialist, Allison Dalton is a Ph.D. dedicated to issues regarding the ADA and access compliance.

SSA does not use sub-consultants to conduct any aspect of the ADA Self-Evaluation and Transition Plan process in order to ensure the validity of data compilation and reports.

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

UNDERSTANDING

Sally Swanson Architects, Inc. (SSA) understands that the selected consultant will *"prepare a comprehensive Self-Evaluation and Transition Plan that fully complies with Federal and State accessibility laws, standards, codes and regulations."*

The selected consultant will perform all services in compliance with the latest editions of:

- United States Access Board's ADA Accessibility Guidelines for Buildings and Facilities (ADAAG)
- Manual on Uniform Traffic Control Devices (MUTCD)
- State Architect's Access Compliance Reference Materials, including relevant CA Building Codes
- Revised Final Title II Rules
- Public Right-of-Way Guideline (PROWAG)
- The Web Content Accessibility Guidelines (WCAG)

SSA further understands that the selected consultant will *"evaluate County buildings, public right-of-way in the town centers, and County parks." And, will "review and evaluate current County programs, services and activities to identify any issues which may affect accessibility. The review will include any County policy documents that address programs, services and activities." The review will "evaluate the current level of accessibility, including eligibility requirements, participation requirements, facilities used, staffing, transportation, communication, grievance procedures and emergency procedures."*

SSA's staff performing inspections as outlined in the Scope of Services will be under the supervision of staff that is CASp certified.

As outlined in the RFP, Section III-2. Scope of Services, the following tasks will be performed by SSA.

- Task 1. Project Management
- Task 2. Research and Investigation
- Task 3. Site Assessments
- Task 4. Public Outreach
- Task 5. Self-Evaluation and Transition Plan

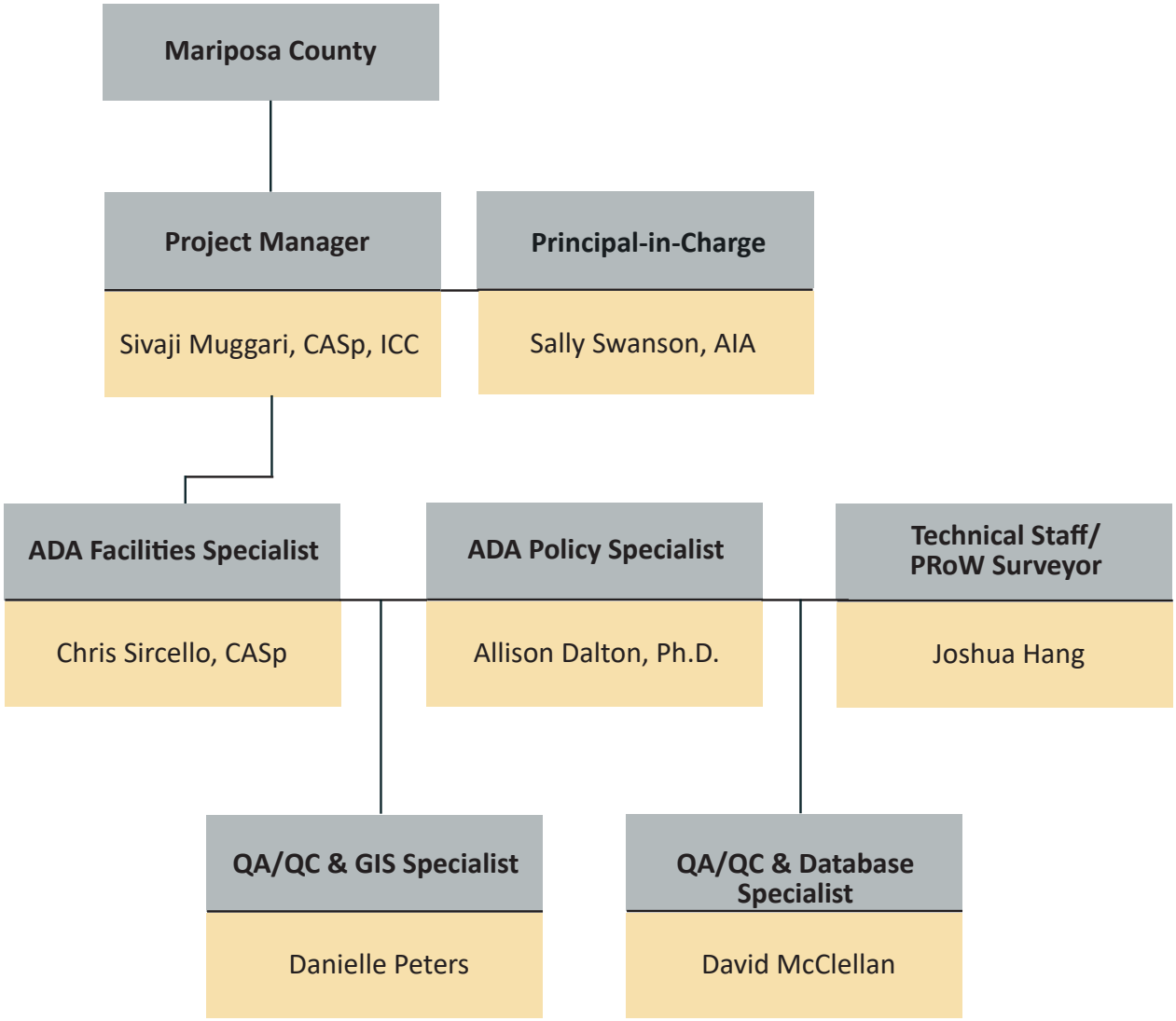
As directed by the RFP, SSA will describe the proposed work by task in Section E. Project Team and Qualifications, Point 2. Scope of Work.

SSA's response regarding the Scope of Work will include the required deliverables per task.

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

MARIPOSA COUNTY, CA TEAM

The SSA team represents necessary professional and technical disciplines for tasks required to conduct ADA Self-Evaluation and Transition Plan projects.



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Name	Role	Responsibilities
Sally Swanson, AIA	Principal-in-Charge	Ms. Swanson will oversee the project team to assure that the necessary resources for the project are accessible to the team and that the Mariposa County's goals for the project are being met.
Sivaji Muggari, CASp, ICC	Project Manager	Mr. Muggari will be the day-to-day Project Manager and the primary point-of-contact with the Mariposa County.
Chris Sircello, CASp	ADA Facilities Specalist	Mr. Sircello will be involved in the project during all phases, performing facilities surveys as well as accessibility quality assurance.
Allison Dalton, Ph.D.	ADA Policy Specialist	Ms. Dalton will be responsible for managing and producing the ADA Self-Evaluation.
Joshua Hang	Technical Staff / PRoW Surveyor	Mr. Hang will be involved in the project during all phases, performing PRoW surveys as well as accessibility quality assurance.
Danielle Peters	GIS Manager	Ms. Peters will manage the GIS database and all associated data.
David McClellan	Database Specialist	Mr. McClellan will manage the survey data and identification of barriers in Public Rights-of-Way.

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

SIVAJI MUGGARI, ICC, CASp
Project Manager

Education: Master of Science, Construction Management, Cal State University, Fullerton, CA; Bachelor of Science, Civil Engineering, Rajiv Gandhi University, Hyderabad, India

Certifications & Affiliations: Member of the American Society of Civil Engineers (ASCE); International Code Council (ICC) Accessibility Inspector (#8803844); California Certified Access Specialist (CASp #969)

Experience: Since joining SSA in 2016, Mr. Sivaji has become a specialist in the survey of public right-of-way (PRoW). An educated Civil Engineer, he is highly motivated to pursue the most efficient process for conducting surveys. His knowledge of Risk Management, contract and construction documents, progress reports, supervision of pre-construction and construction activities, and preparation of cost estimates are essential to SSA's business practice. Sivaji's personal attributes of confidence, positivity and an ability to work under pressure make him a proactive team player.

ADA Project Experience:

Cities: Madera, Sunnyvale, Los Angeles, Yorba Linda, CA; Rio Rancho, NM; Mesa, AZ

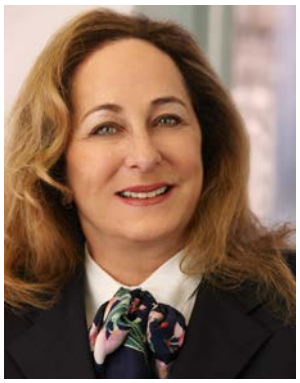
Counties: Alameda, Sacramento, Santa Barbara, and Stanislaus, CA

Special Districts: Caltrans

Higher Education: Cerritos Community College

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

SALLY SWANSON, AIA
Principal-in-Charge



License: Architect, CA, 1982, #C12746

Education: M.A. in Urban Design & Planning, Columbia University; Environmental Studies, University of Washington; B.A. in Architecture, University of Illinois

Experience: Ms. Swanson, Principal of Sally Swanson Architects, Inc. has 44 years of experience in architecture, planning and accessible design and has managed her own award–winning firm since 1980. Ms. Swanson and her team have provided Transition Plans, Self-Evaluations, cost estimates, preliminary plans, and design and construction documents to help various public clients achieve compliance with Federal and California standards.

Universal Design (UD) as practiced by Sally Swanson Architects, Inc. informs Global wayfinding solutions and creates public environments that are enjoyable, easy to use, and work for everyone at any age with or without a disability. The Global Wayfinding principles that relate to spatial planning include: key decision points, identity cues, prioritization of signage, nodes/hub standards and detectable keys to circulation. Over the years, Ms. Swanson has introduced special tools and a process that is time-tested, successful and contains scoping and technical requirements for accessibility to site, facilities, and buildings, with emphasis on providing full and equal access to all. These Global principles and guidelines promote better "access" to transit and public spaces for all users by improving practicality, comfort and feelings of inclusiveness. Ms. Swanson utilizes standards and Transit UD guidelines that she wrote as a member of the American Public Transportation Association (APTA) Urban Design Working Group to identify challenges that people with sensory and/or mobility impairments experience traveling to, riding and getting from transit. A Recommended Practice is an Action Plan developed by Ms. Swanson to implement Universal Design (UD) principles and concepts. Ms. Swanson's process moves one successfully through a space without doubt, uncertainty or frustration. Ms. Swanson embraces assistive technologies that create solutions for transit environments and other public places. As a Paralympics Reporter accredited by the United States Olympic Committee, she has participated in developing accessibility standards from the Sochi 2014 Winter Paralympic Games, the Rio 2016 Summer Paralympic Games, and the PyeongChang 2018 Winter Paralympic Games to the 2020 Tokyo Summer Olympics and Paralympics Games. Ms. Swanson is also a member of the Transportation Research Board (TRB) Subcommittee on Art and Design Excellence in Transportation. Through her pioneering vision, Ms. Swanson shows it is possible to significantly increase the level of accessibility for everyone including the elderly population and persons with disabilities.

ADA Project Experience:

Cities: Oakley, Woodland, Richmond, Alameda, Los Angeles, San Francisco, Chowchilla, Bellflower, Danville, Emeryville, Lincoln, Lemoore, Monterey, Orinda, Rancho Cordova, Sanger, San Carlos, Santa Ana, San Marcos, Santa Clara, Solana Beach, Sunnyvale, Tulare, Turlock, and Vernon CA; Rio Rancho and Santa Fe, NM; Bend, OR; Mesa, AZ; Burlington, VT

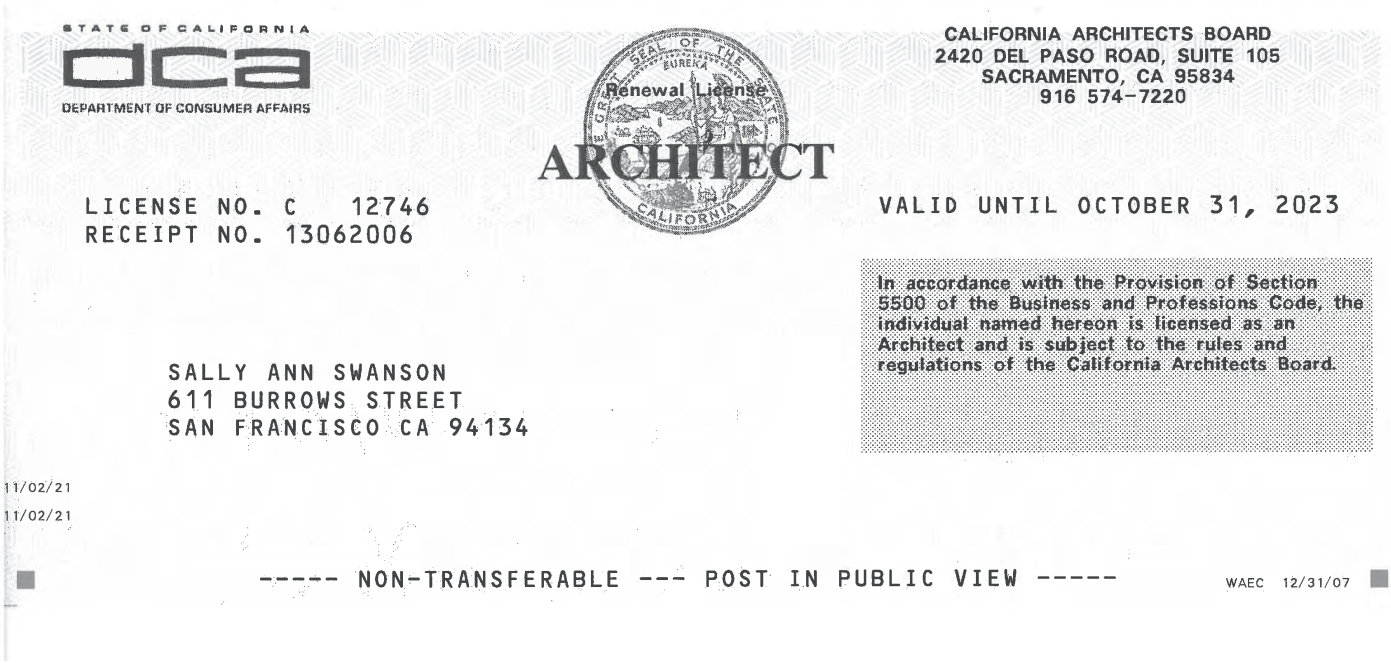
Counties: Kings, Kern, Humboldt, Marin, Mendocino, Placer, San Mateo, Sacramento, Santa Barbara, Sonoma, Stanislaus, San Bernardino and San Luis Obispo, CA; Brown County, WI and St. Louis County, MO

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

Special Districts and Transit: California Department of Transportation (CalTrans); Bay Area Rapid Transit (BART); Kings County Association of Governments; Greater Vancouver Transportation Authority; CDCR, Marin Municipal Water District, San Mateo County Harbor District

Higher Education: Sonoma County Junior College District, Cerritos CCD, University of California Davis, San Diego CCD, Mt. San Antonio CCD, San Mateo CCD, Solano CCD, Contra Costa CCD, Desert CCD, Los Angeles CCD, West Valley CCD, Sonoma State University, Eastern Washington University, Monterey Peninsula Community College, San Francisco Community College, San Jose Community College

Sutter Health Facilities: Antioch, Berkeley, Oakland, Sacramento, San Leandro, San Mateo, Santa Rosa and Vallejo, CA



STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

Renewal License
ARCHITECT

CALIFORNIA ARCHITECTS BOARD
2420 DEL PASO ROAD, SUITE 105
SACRAMENTO, CA 95834
916 574-7220

LICENSE NO. C 12746
RECEIPT NO. 13062006

VALID UNTIL OCTOBER 31, 2023

In accordance with the Provision of Section 5500 of the Business and Professions Code, the individual named hereon is licensed as an Architect and is subject to the rules and regulations of the California Architects Board.

SALLY ANN SWANSON
611 BURROWS STREET
SAN FRANCISCO CA 94134

11/02/21
11/02/21

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WAEC 12/31/07

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

DSA
DIVISION OF THE STATE ARCHITECT
DEPARTMENT OF GENERAL SERVICES

This is to verify that

Sivaji Muggari

Having given satisfactory demonstration of competence of the laws and regulations mandating non-discriminating access to the built environment by persons with disabilities, is hereby granted status as a

Certified Access Specialist

Certification No: CASp-969

Ida A. Clair, AIA
Acting State Architect

Certification Date: July 30, 2021
Expiration Date: July 30, 2024

ICC INTERNATIONAL CODE COUNCIL®

INTERNATIONAL CODE COUNCIL

SIVAJI RAJA MUGGARI

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examination based on codes and standards then in effect, and is hereby issued this certification as:

Accessibility Inspector/Plans Examiner

Given this day January 21, 2018

Certificate No. 8803844

Cindy Davis, CBO
President, Board of Directors

Dominic Sims, CBO
Chief Executive Officer

INTERNATIONAL CODE COUNCIL, INC. CERTIFIED

This certificate is the property of ICC and must be returned to ICC in the event of suspension or revocation of the certificate.

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

Chris Sircello, CASp
CASp Facilities Specialist

Certifications & Licenses: Certified Access Specialist (CASp #404); California Contractor's License 869991

Experience: With SSA experience spanning nearly six years, Mr. Sircello is a Certified Access Specialist (CASp) and an Access Surveyor specializing in the ADA access compliance of facilities. He has more than 15 years of ADA accessibility experience which has included providing code compliant Braille and tactile signage and intelligent wayfinding systems. He has checked architectural plans for access compliance and created code compliant signage plans from blueprints. Mr. Sircello has also served as on-site superintendent and project manager which required him to make California Title 24 and ADA site evaluations. His access survey projects include the initial surveys of Los Angeles Unified School District schools, the survey of hundreds of retail establishments throughout the United States to identify barriers to access for people with disabilities and the survey of approximately 80 emergency evacuation shelters in a major U.S. city for ADA related program access.

In addition to his professional accessibility expertise, Mr. Sircello has worked as a California licensed contractor. He is an experienced stone masonry artisan, skilled metal worker, proficient blueprint analyst, professional tile setter and welder.

ADA Project Experience:

Cities: Chowchilla, Madera, Los Angeles, Yorba Linda, Vernon, CA; Mesa, AZ

Counties: Sacramento, Santa Barbara, CA

Special Districts: Housing Authority of Alameda

Higher Education: Solano Community College District

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

CA.GOV WELCOME TO THE STATE OF CALIFORNIA

Home | My CASp | CASp Exam Schedule | List of Certified Access Specialist

DGS LINKS

- DGS Home
- DSA Home
- DSA News & Events
- CASp Home

DSA LINKS

- DSA Academy
- DSA Inspector Program

List of Certified Access Specialists

To find a Certified Access Specialist (CASp) in your area, click on the column headers to sort the fields or use the search feature by entering your area code or county. Certified Access Specialists (CASp) with a "Yes" in the "Do Inspections" column are available to perform inspections for your facility.

Statement: Notwithstanding any other provision of law, a state agency or employee of a state agency may not be held liable for any injury or damages resulting from any service provided by a certified access specialist whose name appears on this list published pursuant to Government Code section 4459.7(a).

The information on this page can be exported to an excel spreadsheet for more sorting and searching functionality and for record keeping. When used with the search control, only those rows visible in the table will be exported. To export the entire table, clear the search box. Click on the Excel button for download.

Excel | Show 50 rows | Search all columns: Chris Sircello

Certified Access Specialist	Phone #	Email	Cert #	Exp Date	Do Inspections	Inspection County(s)
Sircello, Chris	530-318-4600		CASp-404	1/19/2024	Yes	All

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

ALLISON DALTON, PH.D.
ADA Policy Specialist

Education: Doctor of Education, Higher Education Leadership
Maryville University, St. Louis, Missouri
Master of Science, Secondary Education
University of Missouri St. Louis, St. Louis, Missouri
Bachelor of Arts, Social Science
Western Oregon University, Monmouth, Oregon

Experience: Ms. Dalton has over a decade of experience with Americans with Disabilities Act (ADA) compliance, most recently, researching case law and navigating requests for complex and/or rare accommodations. Whether in the public sector or in higher education, Ms. Dalton has fostered connections and developed training materials to ensure ADA/504 compliance. She has co-chaired a 20-member campus Accessibility Committee; partnered with Facilities Management to remove physical barriers, remodel physical spaces to improve accessibility, identify suitable options for accessible furniture, repair sidewalks, obtain an accessible campus shuttle, and add motion-activated accessible door buttons across campus.

Ms. Dalton has also had direct oversight for assistive technology, developed universal design initiatives to ensure WCAG 2.1 compliance; collaborated on employee compliance training, annual legal update, ADA/504 policy development, visitor accommodations, and web accessibility planning. In addition, she has served as a subject matter expert on accessibility, universal design and pedagogy best practices.

In addition, Ms. Dalton has been an Adjunct University Instructor; Director of Student Affairs and a Middle School Educator always focused on providing an inclusive environment.

ADA Project Experience:

Cities: City of Montebello, City of Emeryville, City of Hercules

Counties: County of Sonoma

Higher Education: University of California, Berkeley. Solano Community College District

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

JOSHUA HANG
Technical Staff / PRoW Surveyor

Education: B.A. in Asian Studies, California State University, Sacramento; Associate degree in Arts, San Joaquin Delta College

Experience: Mr. Hang brings a breadth of relevant work experience to Sally Swanson Architects, Inc. in his role as Technical Staff. Qualities as a team player, with a strong work ethic, who is also honest, passionate and self-driven are elements that perfectly complement the scope of work he is tasked with daily. He considers himself a life-long learner who is keen to continue his education by attending graduate school in the future.

The nature of access compliance survey and the associated technical efforts is an ideal endeavor for Mr. Hang as he thrives in an environment that places emphasis on the precise collection and processing of data. The multi-tasking nature of the work plays to his strengths.

ADA Project Experience:

Cities: Madera, Yorba Linda, Montebello and Rialto, CA

Counties: Sonoma and Sacramento, CA

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

DANIELLE PETERS
GIS Specialist

Education: Meredith College, Raleigh, NC, M.S. in Nutrition; Appalachian State University, Boone, NC, B.S. in Geography – Concentration in GIS; Central Piedmont Community College, Charlotte, NC, Associate of Arts

Certifications: Google Data Analytics Professional Certificate: Completed Course 2 of 8 (Ask Questions to Make Data-Driven Decisions); Google Data Analytics Professional Certificate: Completed Course 1 of 8 (Foundations: Data, Data, Everywhere

Experience: Danielle Peters has been in the GIS profession for seven years, in several fields. She has worked with a wide array of spatial data including FEMA floodmap data, agriculture data and currently Pedestrian Right of Way (PRoW) data. Each job has taught her valuable GIS skills that have been able to carry over from one job posting to another.

While at Growers Danielle conducted spatial data management (gathered, cleaned, sorted and imported) of agronomic data from several different platforms (Climate Fieldview, My John Deere, tractor monitor files) databases, web applications and proprietary software, e.g. Ag Leader SMS, ArcMap, ArcPro and ArcGIS Online. She also developed and managed Standard Operating Procedures (SOPs) per data management standardization and trained new Data Analyst hires.

During her time at Stantec, she assisted with FEMA Flood Insurance Rate Map projects for a variety of riverine and coastal studies, facilitated base-mapping, flood hazard annotation, quality review, and shipment of map products and associated documentation. She also conducted base-map acquisition tasks, sourced base-map feature data from various public outlets to populate a preliminary DFIRM database and compiled metadata to document data sources.

ADA Project Experience:

Cities: Madera, Yorba Linda, Montebello and Rialto, CA

Counties: Sonoma, CA

Higher Education: Solano Community College District

Special Districts: Santa Clara Valley Open Space Authority

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

DAVID McCLELLAN
GIS Specialist

Education: Bachelor of Science, Environmental Science, Fort Lewis College, Durango, Colorado

Certifications: GIS Certificate, Fort Lewis College

Experience: Mr. McClellan is a GIS and Database Specialist with SSA. He has completed internships which required field data collection, lab analysis, and GIS data analysis assisting work with the Bureau of Land Management, USDA, Berkeley Labs, Fort Lewis College and La Plata County, Colorado primarily with hyperspectral data and alpine infiltration. Mr. McClellan has created various maps and resources including but not limited to, water delineation, soil, NDVI, NDWI, Slope & Aspect, LiDAR, as well as installed environmental data logging equipment in alpine areas.

ADA Project Experience:

Counties: Sonoma, CA

Cities: Madera, Yorba Linda, Montebello and Rialto, CA

Higher Education: Solano Community College District

Special Districts: Santa Clara Valley Open Space Authority

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

COUNTY OF MARIPOSA - AMERICAN WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN - EFFORT MATRIX - SALLY SWANSON ARCHITECTS, INC. (SSA)

	Tasks	Sally Swanson Architects, Inc.								
Task #	Task Description	Principal-in-Charge	Project Manager	Policy Specialist	Facility Specialist	GIS/ Database Specialist	Technical Staff	PRoW Surveyor	Admin Staff	Total Hours
		Sally Swanson	Sivaji Muggari	Allison Dalton	Chris Sircello	Danielle Peters	(Various)	(Various)	(Various)	
1.	**Project Management**									
	a. Administration, Management & Coordination		8						8	16
	b. Develop a Process, Procedures, and Forms		2	2	2	2				8
	c. Attend Kick-Off, Interim Progress and Completion Meetings	2	8	2	2	2				16
	d. Present Draft and Final Transition Plan to the County Staff		2	2	2					6
	Subtotal:	**2**	**20**	**6**	**6**	**4**	**0**	**0**	**8**	**46**
2.	**Research and Investigation**									
	a. Identify Programs and Services and Associated Policies and Procedures		1	8						9
	b. Selecting Key Personnel Including Orientation Meeting		1	4						5
	c. Staff Surveys Including Questionnaires		1	8						9
	d. Draft Programmatic Survey Reports		1	80						81
	e. Final Programmatic Survey Reports		1	16						17
	f. Identify Communication and Webpages and Associated Forms and Website Formatting		1	8						9
	g. Evaluate County's Communications and Webpages		1	8						9
	h. Draft Communication and Webpages Survey Reports		1	16						17
	i. Final Communication and Webpages Survey Reports		1	8						9
	Subtotal:	**0**	**9**	**156**	**0**	**0**	**0**	**0**	**0**	**165**
3.	**Site Assessments**									
	a. Inventory Review		1		4					5
	b. Facility Diagrams		1		4		40			45
	c. Physical Survey's of County Public Rights of Way Elements, Buildings and Facilities Per Inventory List		1		480			24		505
	d. Draft County PRoW Elements, Buildings and Facilities Access Compliance Assessment Reports		1		160		64			225
	e. Final County PRoW Elements, Buildings and Facilities Access Compliance Assessment Reports		1		32		16			49
	Subtotal:	**0**	**5**	**0**	**680**	**0**	**120**	**24**	**0**	**829**
4.	**Public Outreach**									
	a. Administration Including Presentation & Materials		2	8	8					18
	b. Public Outreach Online Meeting		2	2	2	2				8
	Subtotal:	**0**	**4**	**10**	**10**	**2**	**0**	**0**	**0**	**26**
5.	**Comprehensive ADA Self-Evaluation and Transition Plan**									
	a. Draft ADA Self-Evaluation & Transition Plan	1	2	8	8		200			219
	b. Final ADA Self-Evaluation & Transition Plan with Executive Summary	1	2	4	4		40			51
	c. Draft Database in Excel or County Approved Software		1			80				81
	d. Final Database in Excel or County Approved Software		1			24				25
	e. ADA Self-Evaluation & Transition Plan Presentation to the Board of Supervisors	2	2	2	2					8
	Subtotal:	**4**	**8**	**14**	**14**	**104**	**240**	**0**	**0**	**384**
6.	**Training (***At No Cost to The County***)**									
	a. On-line Training on Applicable Code, Inspection, Report & Database		2	6	6	6				20
	Subtotal:	**0**	**2**	**6**	**6**	**6**	**0**	**0**	**0**	**20**
	Grand Total:	**6**	**48**	**192**	**716**	**116**	**360**	**24**	**8**	**1470**

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LISTING OF PUBLIC SECTOR ASSIGNMENTS

County of Sacramento
ADA Self-Evaluation and Transition Plan
Bill Irving, PE, Associate Civil Engineer DOT
Phone: 916.874.7640
Email: irvingb@saccounty.net
4111 Branch Center Road, Sacramento, CA 95827
Summary of the services provided:
Sally Swanson Architects, Inc. (SSA) prepared a new and complete Countywide ADA Self-Evaluation and Transition Plan of the Unincorporated County services, programs, and facilities, including the street right-of-way accessibility.
Date of Project: 2017 - 2020

Stanislaus County
ADA Self-Evaluation and Transition Plan
Michael Herzog, ADA Manager
Phone: 209.404.4717
Email: herzogm@stancounty.com
1010 10th Street, Modesto, CA 95354
Summary of the services provided:
SSA prepared a County-wide ADA Self-Evaluation and Transition Plan for Stanislaus County. SSA conducted site and program accessibility compliance audits to provide the basis for identification, prioritization, budgeting, and implementation of plans. SSA has an on-call contract for continuing ADA services.
Date of Project: 2015 - Present (On-Call)

Kings County
ADA Self-Evaluation and Transition Plan
Dominic Tyburski, Director of Public Works
Phone: 559.852.2698;
Email: dominic.tyburski@co.kings.ca.us
1400 W. Lacey Blvd., Hanford, CA 93230
Summary of the services provided:
SSA prepared a Self-Evaluation and Transition Plan for Kings County. The County has 944 miles of maintained roads and approximately 33 miles of these roads are within the urbanized areas of Armona, Stratford, Home Garden, and Kettleman City and, as such, are used by pedestrians. Several of these buildings are located at the County Government Center, the main County facility, a site of about 73 acres.
Date of Project: 2014 - 2016

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Alameda County
ADA Transition Plan

Ruben Izon
Associate Transportation Engineer
Phone: 510.670.5827
Email: rubeni@acpwa.org
399 Elmhurst Street, Hayward, CA 94544

Summary of the services provided:

SSA was contracted by the County of Alameda to conduct compliance inspections of their Public-Right-of-Way for their ADA Transition Plan. SSA identified pedestrian accessibility improvements within the public street right-of-way in the Unincorporated County. The scope of work included 352 sidewalk miles, 6,760 curb ramps and 666 pedestrian signals.

Date of Project: 2017 - 2020

Santa Barbara County
ADA Self-Evaluation and Transition Plan Phase 1 & Phase 2

Ashton Ellis, General Services Department
Phone: 805-295-1683
Email: aellis@countyofsb.org
1105 Santa Barbara Street
Courthouse East Wing, 2nd Floor
Santa Barbara, CA 93101

Summary of the services provided:

Sally Swanson Architects, Inc. (SSA) completed a Self-Evaluation of the County programs, services and activities along with a detailed survey of a selected set of the County's facilities. SSA created an ADA Transition Plan for phase 1 of the County's facilities. For Phase 2, SSA will evaluate additional thirteen (13) facilities and incorporate the new collected data into the County's current ADA Transition Plan.

Date of Project: Phase 1: 2019-2020
Phase 2: 2021 to Present

City of Chowchilla
ADA Self-Evaluation and Transition Plan

Jason Rogers
Public Works Director
139 S Second St.
Chowchilla, CA 93610
Phone: 559-665-8615 x300
Email: jrogers@cityofchowchilla.org

Summary of the services provided:

Sally Swanson Architects, Inc. (SSA) developed the ADA Transition Plan and Self-Evaluation for the City. The Transition Plan included evaluations of all City of buildings and parks. The Public Rights of Way evaluations included all curb ramps and city sidewalks.

Date of Project: 2019 - 2021

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Scope of Work

The Mariposa County proposed Scope of Work as outlined in the RFP is quite clear and SSA will meet or exceed all requirements of the contract. The project approach is quite flexible and will be tailored precisely to fit the County's needs and resources. The work will be collaborative between Mariposa County and the SSA staff. Certified Access Specialist Sivaji Muggari, ICC, CASp will manage the project and be the single point-of-contact with Mariposa County.

Critical Elements
Following are the elements and benefits of the County's manageable and living ADA Transition Plan document. The Access Compliance Survey will provide the County with:

- A list of existing accessibility barriers describing each barrier and recommendation of a removal solution
- A conceptual cost estimate for removal of each barrier
- A priority assigned to each barrier
- A schedule for barrier removal
- Designation of a person responsible for barrier removal
- The ability to "check-off" mitigated barriers
- The ability to easily demonstrate steps taken toward removal of all barriers to access

Quality Assurance and Quality Control
QA/QC routines begin before the mission. It is the first management activity to ensure that a process, item, or service is of the quality expected by the user, as well as to create management controls that address planning, implementation and review of data collection activities. Subsequent QA/QC activities provide routines and consistency checks to ensure project integrity, correctness, and completeness.

Major challenges are generally not an issue in the conducting and coordinating of ADA Self-Evaluation and Transition Plan projects. Rather, it is up to the consultant to communicate effectively with all stakeholders and assure that Mariposa County staff and ADA Coordinator are kept apprised of project status at timely intervals. SSA's time-tested approach, honed over 42 years, ensures that stakeholders are fully informed.

Task 1. Project Management

Sally Swanson Architects, Inc. (SSA) plans to attend at least four meetings with County staff and an ADA advisory group, including an initial kick-off meeting; interim progress meetings shall be at approximately 50%, 75%, and 90% completion. SSA will also attend and present the ADA Transition Plan to the Board of Supervisors at a public meeting.
SSA will attend a kick-off meeting with the County to confirm the scope of work before advancing Tasks. SSA will identify all materials required to furnish a self-evaluation and transition plan and coordinate with key County personnel, and other stakeholders, as required. SSA will coordinate involvement of various stakeholders to include appropriate County staff, disability advocacy groups, and the general public throughout the process.

a. Administration, Management and Coordination

Upon award of the contract, SSA will begin the process of reviewing background information and documents as well as planning, coordinating and scheduling a Project kick-off. Many project components discussed here regarding contacts, project schedule and communications will be agreed upon prior to an official project kick-off via email and phone conversations. SSA will manage its team including other administrative functions and overall Project activities consistent with the direction from Mariposa County in order to meet the Project schedule and budget during the course of services.

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SSA will coordinate with Mariposa County, other government agencies and other affected parties as required throughout the duration of the Project. The SSA Project Team will arrange to meet via virtual conference technology, at Mariposa County discretion, with the County staff and other appropriate stakeholders to review, refine, and finalize the scope of work, programmatic evaluations, and completion schedules, as well as project communications, final deliverables and overall project strategies and goals.

Project Schedule
SSA will use Microsoft Project to develop schedules including critical tasks. SSA will prepare, monitor, and update progress schedule beginning at the kickoff meeting and ending at County's acceptance of the final report for the Project. Schedule will indicate significant milestones and the critical path for the Project. SSA will notify County if there are delays in any phase or Task of the Project. In such cases, SSA will make up the schedule in subsequent Tasks of the Project or provide information to County substantiating a time extension. The schedule will be maintained and kept updated at all times and will be updated each time progress and milestones are changed. In addition, the progress schedule will be updated no less frequently than after each task is complete.

Invoicing
SSA will submit monthly invoice payments with a progress report summarizing partially or completed scope of work for processing. Any administrative time spent on invoicing shall be consumed by SSA's overhead and not billed separately.

QA/QC
QA/QC routines begin before the mission. It is the first management activity to ensure that a process, item, or service is of the quality expected by the user, as well as to create management controls that address planning, implementation and review of data collection activities. Subsequent QA/QC activities provide routines and consistency checks to ensure project integrity, correctness, and completeness.

Concurrent with the compilation of the report, all drawings and data will be reviewed and double-checked for accuracy and viability. The ADAAG, ADAS and the California Building Code cited will be verified and the barrier location examined to ensure accuracy and the highest quality report.

Because SSA does not utilize sub consultants when conducting ADA Self-Evaluation and Transition Plans, SSA can better control accuracy in the collection and compilation of the data and quality of the final report. Only SSA staff will be conducting the process.

SSA will QA/QC all materials prior to submittal to Mariposa County. QA/QC shall be budgeted for and invoiced under each respective Task.

b. Develop a Process, Procedures and Forms

SSA will coordinate with Mariposa County on a process to develop pertinent procedures and forms.

c. Attend Kick-Off, Interim Progress and Completion Meetings

The kick-off meeting is the opportunity for the County staff and SSA staff to review and refine the scope of work, completion schedules, as well as project communications, final deliverables and overall project strategies and goals. SSA will record and distribute Meeting Minutes to ensure project-wide understanding and accord of all decisions taken at the kick-off meeting. *At the County's discretion, the kick-off meeting can be conducted via virtual conference technology.*

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SSA will schedule Interim and final completion meetings (via virtual conference technology at the County discretion) to be conducted with designated County staff at 50%, 75% & 90% completion to review anticipated Tasks and schedule, review available information and needs, and address any outstanding questions regarding the project continuing to move forward raised by County or SSA.

d. Present the Draft and Final Transition Plan to the County Staff

SSA will present the Draft and Final Transition Plan to the Mariposa County staff.

Deliverables include:

- Kickoff meeting minutes between SSA and County staff to clarify project objectives.
- Monthly Progress Reports. The report shall be a written narrative describing the overall progress of the work, discuss significant problems and present proposed corrective action, and show the status of major changes.

Task 2. Research and Investigation

SSA will evaluate municipal codes, master plans, programs, County contract language, and activities for compliance with ADA and California accessibility requirements.

a. Identify Programs and Services and Associated Policies and Procedures

SSA will thoroughly review County policies, documentation, and program procedures to identify issues which may be discriminatory to people with disabilities. The review will include County policy documents that affect the public. This evaluation will factor in current level of program accessibility, including eligibility requirements, participation requirements, facilities used eligibility, staffing, transportation, communication, emergency procedures and grievance procedures for accessibility.

SSA will identify and obtain all necessary documents and materials to conduct the audit process and survey. SSA will review existing County documentation, departmental and facility rules and regulations, planning documents and any other written policy documentation provided by the County and identified as relevant by SSA. SSA will assist the County in identifying the documents and materials needed for review that the County is to furnish and request such documents and materials from the County.

SSA will assist the County in developing the tools and procedures needed to conduct a Self-Evaluation and implement recommendations in accordance with the guidelines and requirements of the Americans with Disabilities Act.

b. Selecting Key Personnel Including Orientation Meeting

SSA will coordinate with designated key County staff to orient staff with the Self-Evaluation process, including type of information that will be requested in staff surveys and how the information will be used for the Self-Evaluation. SSA will assist the County in identifying what staff/departments shall be considered as key staff to coordinate with.

SSA meets with designated key County staff via virtual conference technology (at the County discretion) to orient staff on the Self-Evaluation process, including types of information that will be requested in staff surveys and how the information will be used for the Self-Evaluation.

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- SSA assists the County in identifying what staff/departments will be considered as key staff to attend the meeting.
- SSA administers a staff survey to evaluate the level of program accessibility within each County department.
- Once the surveys are complete, SSA reviews information provided, then identifies, requests and reviews any additional information that may be helpful in the evaluation of County-wide and program-specific policies, practices and procedures.
- If needed, SSA may conduct brief phone or in-person interviews with survey respondents to discuss initial find¬ings and follow-up with additional questions, if necessary.
- Finally, SSA drafts a report and recommendations for the County to review.
- Following County review, discussion and integration of public comment, SSA prepares a final survey document.
-

SSA understands that some survey respondents may not have in-depth knowledge of the ADA and accessibility concepts, and that some Counties may have heightened sensitivity to this process. SSA ensures that, throughout the entire survey process, SSA is available to answer any questions, and work closely with the County to ensure maximum comfort and security with the process and results.

Example of Information Elicited and Reviewed

For example, SSA's program access specialist reviews existing policies, procedures and practices pertaining to the County's programs – both on-site and online – to ensure effective communication with members of the public, particularly individuals with disabilities. These recommendations and best practices will cover the appropriate types of auxiliary aids or services necessary to ensure effective communication with individuals with disabilities and will identify the most effective methods of:

- making aurally-delivered information available to individuals who are deaf or hard-of-hearing.
- making visually-delivered materials available to individuals who are blind or have low vision.

c. Staff Surveys Including Questionnaires

SSA will administer a staff survey to evaluate the level of program accessibility within each City department. SSA will be responsible to determine the format and contents of the survey in order to conduct a complete and comprehensive Self-Evaluation, however, it is anticipated that the staff survey will consider such information as eligibility requirements, participation requirements, and facilities used, staff training, transportation, communications, notifications, public meetings, use of contracted services, purchasing, maintenance of accessible features, and emergency procedures.

SSA will submit a draft of the survey for County review, allow for comments, and then prepare final survey documents.

SSA will present draft survey questionnaires and record feedback from the County Team. SSA will plan and facilitate review meetings via virtual conference technology with the County staff as required to assure their familiarity with the draft survey questionnaires under the plan and address any questions or comments in a timely manner.

SSA will incorporate all comments and prepare final survey documents. SSA will be fully responsible for distributing and collecting the survey and results; County will only provide administrative support on an as-needed basis upon request. SSA will notify the County if there is no responsiveness or delays in receiving surveys from County staff. SSA will also discuss with each staff member their responses to the survey questions.

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d. Draft Programmatic Survey Reports

SSA will present draft Programmatic survey reports and record feedback from the County team. SSA will plan and facilitate review meetings via virtual conference technology with the County staff as required to assure their familiarity with the draft reports developed under the plan and address any questions or comments in a timely manner.

e. Final Programmatic Survey Reports

SSA will Incorporate all Comments and Prepare Final Programmatic Survey Reports.

f. Identify Communication and Webpages and Associated Forms and Website Formatting

SSA will review and evaluate the County's communication and webpages and associated forms and formatting regarding website policies and procedures concerning accessibility. Note findings and develop a plan and work with the County's IT Department to address deficiencies through accessible website design which does not require people to see, hear, or use a standard mouse in order to access the information and services provided.

g. Evaluate County's Communication and Webpages

SSA will check accessibility barriers with the County's existing webpages and associate forms and formatting regarding the website to ensure compliance with the latest WCAG and other accessibility standards. More importantly, making the County website usable for as many people as possible, regardless of disability. In the process, SSA will work collectively with the County's IT staff to review and identify a list of accessibility issues sorted according to priority, suggesting solutions to each issue, and how to plan and manage implementation according to web accessibility standards and guidelines.

h. Draft Communication and Webpages Survey Reports

SSA will produce a Draft Website Accessibility Report for the County on the Findings and Recommendations.

i. Final Communication and Webpages Survey Reports

SSA will work with the County's IT Department and develop the Final Report which will include a Plan.

Deliverables include: *Survey Results. Draft Programmatic Survey Reports. Final Programmatic Survey Reports. Draft Communication and Webpages Survey Reports. Final Communication and Webpages Survey Reports.*

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Task 3. Site Assessments

a. Inventory Review

SSA will review the inventory, previous studies, and planned capital improvement projects that may modify existing facilities. SSA will review the complete County inventory to confirm which facilities provide public access and are not required to be surveyed. SSA will review each facility in detail to determine what area of the facility are subject to public accommodation and are required to be surveyed, and which areas are not considered public accommodations and are not required to be surveyed.

SSA will work with County staff, including County's legal counsel and/or Risk Management staff when appropriate, to determine if County-owned facilities leased or used by other entities are required to be covered under the Physical Survey Task and the Transition Plan. This determination will be made prior to performing physical surveys.

Upon completion of the inventory review, SSA will deliver a final facility inventory before beginning subsequent physical survey.

b. Facility Diagrams

SSA's site and facility reports will include schematic site and floor plans (provided to SSA by the County) on 8.5" x 11" sheets to facilitate locating barriers identified in the ADA Transition Plan. These key drawings correspond to items in the ADA Transition Plan.

c. Physical Surveys of County Public Rights of Way Elements, Buildings, & Facilities per Inventory List

Physical Surveys of County Public Rights-of-Way (PRoW) Elements

SSA will use handheld computers to input measurements in the field and identify the precise geographic location of the pedestrian features. Data collection, data validation, and linking to location and digital photo files will happen automatically as the Accessibility Surveyors enter data and move from point to point. The Accessibility Surveyors will access the data entry and validation forms and aerial photography along with right-of-way, utility, topographic, or other feature data sets pre-loaded on the data collectors for easy reference in the field. This is very important as the logistics for the day's work will be identified on the map to keep the project on schedule and to minimize the possibility of missing an important feature in the field.

Physical Surveys of County Buildings and Facilities

SSA will conduct surveys of all County buildings and Facilities, and their associated parking lots on the inventory list to identify and locate all physical barriers to access. SSA will be responsible for determining and identifying the applicable accessibility standards and codes under which features will be measured and confirm the standards and codes with the County prior to performing the surveys.

SSA will determine specific features to be surveyed as required and as applicable under the accessibility standards and codes. Field surveys of facility/buildings (including interiors, accessible parking, passenger drop-off and loading zones, pedestrian pathways, restrooms, etc.) shall include the collection and precise documentation of field data for accessibility elements at each site identified in the scope of work. For County Facilities, SSA will conduct surveys to include paths, parking lots, restrooms, amenities, sport and play areas to identify and locate all physical barriers to access.

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Field survey assessments will be done in the most unobtrusive manner possible to afford the least disruption to the County's business. SSA field survey staff will use the applicable current code standards; the updated 2010 regulations of Title II of the ADA, the Americans with Disabilities Act Accessibility Guidelines (ADAAG), and the 2019 edition of the California Code of Regulations/Title 24 and as applicable, the California Building Code (CBC). Elements required to be accessible and covered by the surveys will include the following:

Site Exterior: Survey will include exterior path of travel from/to the nearest site entrance point from/to the public right-of-way; accessible parking spaces; passenger drop-off and loading zones; walks and sidewalks; curb ramps; other ramps; way-finding signage; exterior elevators, lifts and where paths of travel from public transit or public parking serve the facility.

Interior: Survey will include all interior areas accessible to and by the general public (and select employee areas where there may be an opportunity to develop program alternatives and options for value engineering); entrances and exits; interior paths of travel; lobbies; public counters; seated waiting areas; public telephones (including TTY); drinking fountains; elevators; platform lifts; doors and gates; access to and through all rooms and spaces; corridors, hallways and vestibules; restrooms; room identification signs; areas of rescue assistance; assembly areas; assistive listening systems; and alarms.

d. Draft County PRoW Elements, Buildings & Facilities Access Compliance Assessment Reports

Once review of the field data is complete; SSA will originate the Draft Physical Survey Reports / Access Compliance Assessment Reports (ACAR) identifying each physical element within the PRoW elements and the public areas of County buildings and facilities that constitutes a code violation or otherwise hinders or prevents access to persons with disabilities.

Each ACAR will include, but is not limited to the following:

- Executive summary;
- As-built dimensions as it relates to ADA and other relevant code/guideline access;
- Barrier Severity Rating (relative level of impact to access);
- Prioritization & Severity Rating;
- Reference to code defining the barrier to access;
- Proposed solution(s) to eliminate the barrier;
- Individual conceptual cost estimate for each solution;
- Digital photograph(s) of each barrier to access;
- Reference drawing/map showing the location of the barrier.

e. Final County PRoW Elements, Buildings and Facilities Access Compliance Assessment Reports

Once the collected field data is verified by SSA, then SSA will produce the Final Physical Survey Reports / Access Compliance Assessment Reports (ACAR). SSA will also produce a binder for each grouped PRoW element and facility by category that summarizes a narrative for the scope of work performed. All pertinent information such as inventory, facility diagrams and physical surveys will be listed and mapped in ArcGIS and added to the County website for public reference.

Deliverables include: *A Draft physical survey report for PRoW Elements and Buildings. Final PRoW and Buildings Access Compliance Assessment Reports including facility diagrams.*

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Task 4. Public Outreach

SSA will assist Mariposa County in hosting outreach events, and soliciting input from stakeholders, per ADA §35.150(d)(1) during the development of the transition plan:

> "…A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations presenting individuals with disabilities, to participate in the development of the transition plan"

a. Administration Including Presentation and Materials

Public Outreach Meeting Contingency Plan

Social distancing and sheltering in place are the new normal, but public vetting of the Transition and Self-Evaluation plan is still required by law. Even if the world returns to 'normal' anytime soon, it's likely that communities of people with disabilities may not want to attend in-person gatherings because they may be more susceptible to ongoing health issues.

In order to help the County to meet its legal obligations for public vetting of this Transition Plan, Sally Swanson Architects proposes the following Virtual Town Hall Contingency Plan that can be implemented at the County's discretion.

SSA will host "virtual" Town Halls along with online surveys that can be noticed to the public through the County's marketing channels (e.g. websites, newsletters, email blasts).

Virtual Town Hall

- Set up virtual town hall meetings via Zoom Webinar.
- Anyone who wishes to participate will need to register (for security, to ensure participants can access, and to support subsequent follow up if needed).
- Zoom Town Hall meetings will feature ASL and live captioning provided by the County.
- County and SSA will co-facilitate the Town Halls, presenting an overview of Transition Plan findings and offering an opportunity for public comment.
- SSA will moderate participation to ensure all questions are addressed, and all who wish to have an opportunity to comment are invited to do so.
- During Zoom Town Halls, participants will be invited to use video conference features such as:
  - Raise hands (to make comments or ask questions).
  - Chat box (to make comments or ask questions).
  - Q&A.
- Meetings will be recorded and made available for later viewing, if the County wishes.
- Anyone who is unable to attend may submit a public comment via email, in writing, or by phone.
- Meeting organizers document all comments made by participants

Surveys

- SSA will develop a post-town halls survey to be sent out to participants after town halls, if the County wishes.

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Pre-Town Hall Outreach

- SSA will assist the County in reaching out to community members via its marketing channels to inform the public of this upcoming Town Halls.
- SSA will assist the County in reaching out to interested local community organizations, partners and affiliates.
- County will provide a link to register for the Town Halls, as well as a link to the Transition Plan for public review.

Share the Results

- Create short reports with the data, results and input from the online surveys and virtual town halls input.
- Share reports with the public.
- Thank community members for their participation and ensure that their feedback will be part of the final reports.

b. Public Outreach Online Meeting

SSA will conduct a Public Outreach On-Line Meeting that fulfills the County's directive regarding a virtual meeting format.

Deliverables include: Assume one (1) public outreach meeting and meeting materials to be included in this task as well as preparation of announcement, hosting the meeting, and maintaining a record of the minutes. Digital copy of meeting minutes. Preparation of an online public survey and compiled results.

Task 5. Comprehensive ADA Self-Evaluation and Transition Plan

SSA will prepare an ADA Self-Evaluation and Transition Plan. The Plan will include a written report which generally consists of the following chapters:

1. Introduction detailing purpose and methodologies used for the Transition Plan.
2. Report of findings and identify all key personnel in charge of implementing the plan.
3. Identify all barriers to meeting compliance. Include prioritization criteria for mitigating barriers where multiple options or scenarios exist and a timeline for repair.
    - List the structural changes that need to be made. Include the access issues, solutions, timelines and responsible departments. For non-structural items provide an action plan.
4. Cost estimates for recommendations.
5. Updating the County's Grievance Procedure for resolving discriminatory claims.
6. A conclusion of findings and supporting documents. The plan must be reviewed and signed by a Certified Access Specialist (CASp) prior to the County's acceptance.
7. Appendices including facility reports for all sites assessed. Reports will consist of diagrams, plans, and a summary table to help identify and prioritize barriers, solutions, and probable cost for corrections.
8. Any other requirements where mandated by Title II of the ADA or per request by County.

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a. Draft ADA Self-Evaluation and Transition Plan

The Draft ADA Self-Evaluation and Transition Plan aspect of the report will identify and prioritize removal of structural barriers for accessibility purposes. The Transition Plan will accomplish the following:

- Recommendations and cost to ensure compliance under ADA
- Identification of physical barriers in the County's facilities that limit the accessibility of individuals with disabilities and cost to remove these barriers
- Detailed description of the methods and cost that will be used to make the facilities accessible, and responsible party to make the structural modifications.
- Schedule for taking the steps necessary to upgrade access. If the time period for achieving upgraded access exceeds one year, then identify the interim steps to be taken during each year following adoption of the Transition Plan
- Indicate the County designee responsible for implementation of the Plan

The Transition Plan aspect of the report will provide an analysis and summary of the following:

- Methodology for prioritization of barrier remediation
- Estimated costs for barrier remediation
- Implementation schedule
- Procedures and forms for monitoring implementation
- Procedures and forms for performing evaluations of additional barriers
- Procedures and forms for filing Requests for Accommodation
- Standard drawings for remediation methods
- Identify the responsible party for implementing the ADA plans
- A section will also be included that lists references and contact information
-

SSA will identify any programmatic solutions to remove an existing barrier by providing equivalent facilitation in lieu of making physical alterations.

SSA will work with County staff to prioritize removal of architectural barriers at each facility. SSA will consider past and current County planning activities to incorporate the activities into the Transition Plan.

SSA will develop the Draft Self-Evaluation including questionnaire responses, grievance procedure and work plan.

SSA will develop the Draft Transition Plan including priorities, schedule, funding, standard drawings and implementation.

SSA will present the Draft ADA Transition Plan and record feedback from the County team. SSA will plan and facilitate review meetings via virtual conference technology with the County staff as required to assure their familiarity with the draft ADA Transition Plan developed under the plan and address any questions or comments in a timely manner.

b. Final ADA Self-Evaluation and Transition Plan with Executive Summary

- SSA will incorporate all changes and develop the final ADA Self-Evaluation and Transition Plan including executive summary.

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c. Draft Database in Excel or County Approved Software

Once review of the field data is complete, SSA's technical staff will handle the important task of data entry. SSA has developed an excellent computer-based tool, which provides a variety of accessibility functions. SSA's FileMaker database is a relational database program that assembles, organizes and maintains field survey data; maintains records of as-built conditions (actual measurements), code requirements (required measurements), conceptual cost estimates, and recommendations for solutions for the removal of non-compliant access barriers. The program will also generate the access compliance survey report.

The FileMaker database will list the identified barriers in a report format that cites all deviations from applicable accessibility requirements contained in the 1991 (revised in 1994) Americans with Disabilities Act Accessibility Guidelines and 2010 Americans with Disabilities Act Accessibility Standards and the International Building Code, as well as California Building Code 2019. The format will allow sorting of recorded information by location, type, severity, category, cost of identified barriers, etc.

This flexible tool can be easily modified to handle specific client requests and sorting functions; for example, listing the associated costs of updating non-compliant hardware at building entrances within a particular facility. All building and parks data is exportable and compatible with a variety of formats including Microsoft Excel (*.xls), Access (*.dbf) and Adobe Acrobat (*.pdf).

At the County's discretion; SSA can also host the database that is stored in the FileMaker Cloud to allow the County to access the ADA Transition Plan from anywhere and on any devices with internet connection. The County will have option to view on screen or download customizable reports in PDFs. SSA will manage the server hardware and software so that the County does not have any additional cost or labor with only subscription payment of FileMaker Cloud ($39 per user/per month and subscriptions are billed annually). SSA offers industry-standard protections to ensure the County's data is safe as well as automatic data backups and updates. Note: ongoing monitoring and updating of final Transition Plan is not included in the scope of work but can be provided as optional services.

The completed database will be housed on County servers and include, at a minimum, the following features for end use:

- A Cloud portal and graphical user interface to facilitate ongoing monitoring and updating of the final Transition Plan;
- And a tool to allow sorting barriers identified in the ACARs by multiple factors simultaneously (i.e. barrier facility/location, barrier type, relative severity, cost of remediation, etc.)

The inventory database will be submitted as a draft for County review and comment, and comments shall be incorporated into the final version.

SSA will also train designated County staff in the following area:

- Using and maintaining the database

d. Final Monitoring Database in Excel or County Approved Software

Once the County staff has reviewed and commented on the Draft Database and Grievance Procedure, then SSA will incorporate those comments into the Final Database.

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e. Presentation to the Board of Supervisors

SSA will present the Final ADA Self-Evaluation and Transition Plan to the County's Board of Supervisors at timing of the County's choosing.

Deliverables include: *Deliverables include: Draft ADA Self-Evaluation and Transition Plan, Two rounds of Comments, and the Final ADA Self-Evaluation and Transition Plan with Executive Summary. One Presentation at a Board of Supervisors Meeting. SSA will provide the County with an electronic database of items contained in the Facility Survey Report. Draft Database in Excel or County Approved Software. Final Database in Excel or County Approved Software.*

Task 6. Training (*At No Cost to The County***)**

SSA will conduct one (1) Training Workshop with designated County Staff on maintaining and updating the ADA Transition Plan (at the County's discretion, this may be conducted via virtual conference technology).

a. On-line Training on Applicable Code, Inspection, Report, Database and Procedures

Training shall be conducted to include, but not limited to:

- Review Federal and/or State accessibility standards and codes
- Update Transition Plan inventory list and mapping
- Monitor and update the ADA Transition Plan

Final note on SSA's Proposed Scope of Work: The strength of any prospective proposed Scope of Work is in the structure it provides. The Mariposa County collaboration with SSA benefits by the entire process being conducted by SSA's dedicated in-house staff. SSA's process has proven to be immensely successful, but "one size may not fit all." By this we mean we will tailor the specifics to serve the needs and resources of Mariposa County and its stakehold¬ers, whether that means adapting the schedule to allow for unforeseen local circumstances or fine-tuning ways to communicate the process with all concerned.

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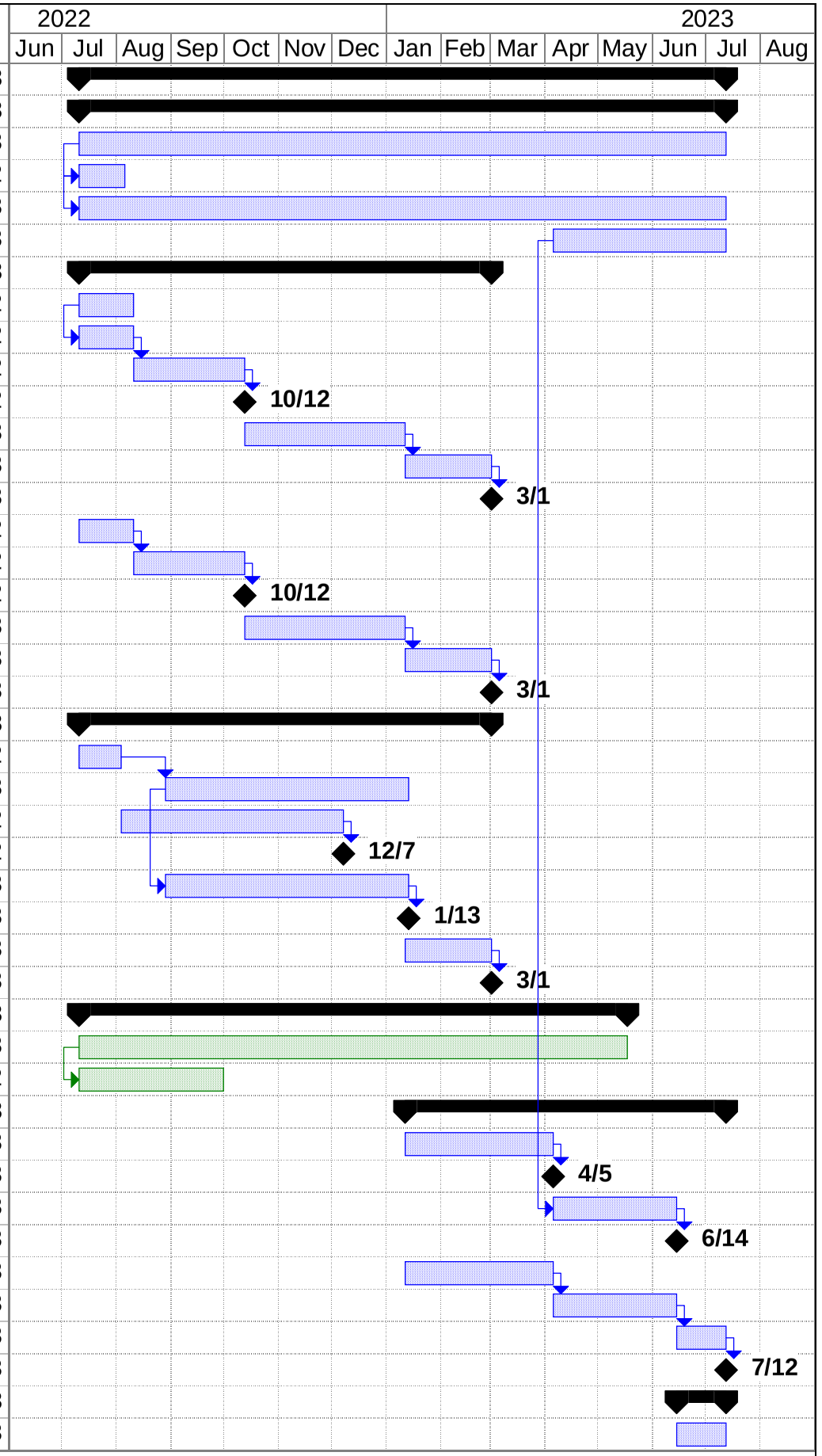
ID	Task Name	Duration	Start	Finish
1	**County of Mariposa ADA Self-Evaluation and Transition Plan**	**263 days**	**Mon 7/11/22**	**Wed 7/12/23**
2	**Task 1 - Project Management**	**263 days**	**Mon 7/11/22**	**Wed 7/12/23**
3	Administration, Management & Coordination	263 days	Mon 7/11/22	Wed 7/12/23
4	Develop a Process, Procedures, and Forms	20 days	Mon 7/11/22	Fri 8/5/22
5	Attend Kick-Off, Interim Progress and Completion Meetings	263 days	Mon 7/11/22	Wed 7/12/23
6	Present Draft and Final Transition Plan to the County Staff	70 days	Thu 4/6/23	Wed 7/12/23
7	**Task 2 - Research and Investigation**	**168 days**	**Mon 7/11/22**	**Wed 3/1/23**
8	Identify Programs and Services and Associated Policies and Procedures	23 days	Mon 7/11/22	Wed 8/10/22
9	Selecting Key Personnel Including Orientation Meeting	23 days	Mon 7/11/22	Wed 8/10/22
10	Staff Surveys Including Questionnaires	45 days	Thu 8/11/22	Wed 10/12/22
11	Completion of Staff Survey	0 days	Wed 10/12/22	Wed 10/12/22
12	Draft Programmatic Survey Reports	65 days	Thu 10/13/22	Wed 1/11/23
13	Final Programmatic Survey Reports	35 days	Thu 1/12/23	Wed 3/1/23
14	Completion of Survey Reports	0 days	Wed 3/1/23	Wed 3/1/23
15	Identify Communication and Webpages and Associated Forms and Website Formatting	23 days	Mon 7/11/22	Wed 8/10/22
16	Evaluate County's Communications and Webpages	45 days	Thu 8/11/22	Wed 10/12/22
17	Completion of Evaluation	0 days	Wed 10/12/22	Wed 10/12/22
18	Draft Communication and Webpages Survey Reports	65 days	Thu 10/13/22	Wed 1/11/23
19	Final Communication and Webpages Survey Reports	35 days	Thu 1/12/23	Wed 3/1/23
20	Completion of Final Reports	0 days	Wed 3/1/23	Wed 3/1/23
21	**Task 3 - Site Assessments**	**168 days**	**Mon 7/11/22**	**Wed 3/1/23**
22	Inventory Review	18 days	Mon 7/11/22	Wed 8/3/22
23	Facility Diagrams	100 days	Mon 8/29/22	Fri 1/13/23
24	Physical Survey's of County Public Rights of Way Elements, Buildings and Facilities Per Inventory List	90 days	Thu 8/4/22	Wed 12/7/22
25	Completion of Physical Surveys	0 days	Wed 12/7/22	Wed 12/7/22
26	Draft County PRoW Elements, Buildings and Facilities Access Compliance Assessment Reports	100 days	Mon 8/29/22	Fri 1/13/23
27	Completion of Draft Reports	0 days	Fri 1/13/23	Fri 1/13/23
28	Final County PRoW Elements, Buildings and Facilities Access Compliance Assessment Reports	35 days	Thu 1/12/23	Wed 3/1/23
29	Completion of Final Reports	0 days	Wed 3/1/23	Wed 3/1/23
30	**Task 4 - Public Outreach**	**223 days**	**Mon 7/11/22**	**Wed 5/17/23**
31	Administration Including Presentation & Materials	223 days	Mon 7/11/22	Wed 5/17/23
32	Public Outreach Online Meeting	60 days	Mon 7/11/22	Fri 9/30/22
33	**Task 5 - Comprehensive ADA Self-Evaluation and Transition Plan**	**130 days**	**Thu 1/12/23**	**Wed 7/12/23**
34	Draft ADA Self-Evaluation & Transition Plan	60 days	Thu 1/12/23	Wed 4/5/23
35	Completion of Draft ADA Self-Evaluation and Transition Plan	0 days	Wed 4/5/23	Wed 4/5/23
36	Final ADA Self-Evaluation & Transition Plan with Executive Summary	50 days	Thu 4/6/23	Wed 6/14/23
37	Completion of Final ADA Self-Evaluation and Transition Plan	0 days	Wed 6/14/23	Wed 6/14/23
38	Draft Database in Excel or County Approved Software	60 days	Thu 1/12/23	Wed 4/5/23
39	Final Database in Excel or County Approved Software	50 days	Thu 4/6/23	Wed 6/14/23
40	ADA Self-Evaluation & Transition Plan Presentation to the Board of Supervisors	20 days	Thu 6/15/23	Wed 7/12/23
41	Completion of Final ADA Self-Evaluation and Transition Plan Presentation	0 days	Wed 7/12/23	Wed 7/12/23
42	**Task 6 - Training (***At No Cost to The County***)**	**20 days**	**Thu 6/15/23**	**Wed 7/12/23**
43	On-line Training on Applicable Code, Inspection, Report & Database	20 days	Thu 6/15/23	Wed 7/12/23



Project: County of Mariposa ADA Transition Plan Update
Revised Project Timeline

Task | Milestone | Project Summary | External Milestone | Progress
Split | Summary | External Tasks | Inactive Task | Deadline

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

County of Sacramento

Self-Evaluation and ADA Transition Plan

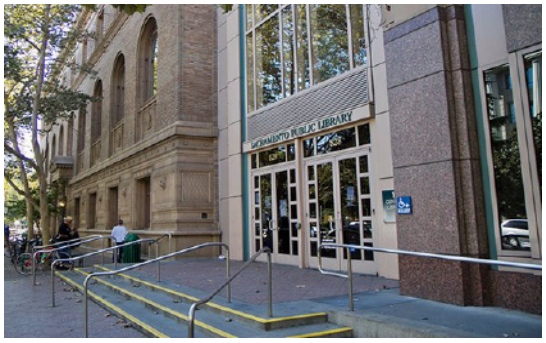
Location: Sacramento, CA

Date of Project: 2017 - 2020

Type of Project: ADA Self-Evaluation
ADA Transition Plan

Project Value: $1,722,058

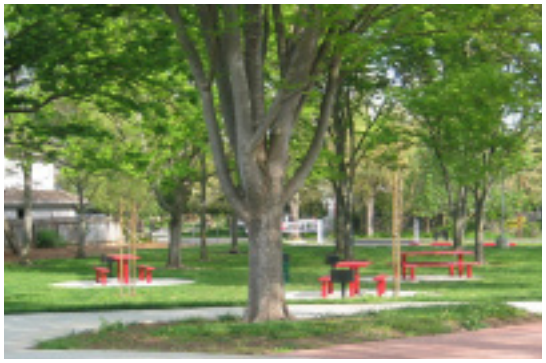
Key SSA Staff: Sally Swanson, Principal-in-Charge
Sivaji Muggari, PRoW Surveyor



Owner: County of Sacramento
4111 Branch Center Road
Sacramento, CA 95827

Contact: Bill Irving, PE
Associate Civil Engineer
(916) 874-7640
irvingb@saccounty.net

Entity Type: Title II Entity



Scope of Work / Project Description:
Sally Swanson Architects, Inc. (SSA) is conducting a new and complete Countywide ADA Self-Evaluation and Transition Plan of the Unincorporated County services, programs, and facilities, including the street right-of-way accessibility.

The general scope of work includes various County programs, services and assets used for diverse public purposes, including but not limited to: assessing 170 public facilities that includes public buildings, parks, parking lots; 1,000 bus stops; approximately 3300 miles of sidewalk, 14,500 street intersections; and, County-maintained websites. The County also provides and/or supports numerous public programs, services and special public events. More than 50 County departments are subject to accessibility compliance assessment.

SSA's scope also requires working with the Sacramento County Department of Transportation (SacDOT) to conduct a new and comprehensive Self-Evaluation and an Update of the SacDOT ADA Transition Plan to develop the County's policies, practices, and to identify pedestrian accessibility improvements within the public street right-of-way in the Unincorporated County as well as include the Regional Transit bus stops within the County right-of-way. SSA's Update of the SacDOT ADA Transition Plan will be incorporated into the new and complete Countywide Self-Evaluation and Transition Plan.

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Stanislaus County

ADA Self-Evaluation and Transition Plan

Location: Modesto, CA

Date of Project: 2015 - Present (On-Call)

Type of Project: Transportation, public health, social services, elections, law enforcement, and tax collection provided in over two million square feet and in over 160 buildings. Approximately 250 miles of County public rights-of-way in urban settings. Approximately 130 bus stops in the StaRT service area. Regional parks, neighborhood parks, community parks, Off-Highway Vehicle parks, cemeteries, bridges, La Grange historical areas, fishing access points along rivers and lakes.

Project Value: Estimated: $603,900
Final: Project On-going

Key SSA Staff: Sally Swanson, AIA, Principal-in-Charge
Sivaji Muggari, PRoW Surveyor

Owner: Stanislaus County
1010 10th Street, Modesto, CA 95354

Contact: Michael Herzog
Michael Herzog, ADA Manager
Phone: 209-404-4717
Email: herzogm@stancounty.com

Scope of Work/ Project Description:
SSA prepared a County-wide ADA Self-Evaluation and Transition Plan for Stanislaus County. SSA conducted site and program accessibility compliance audits to provide the basis for identification, prioritization, budgeting, and implementation of plans. The goal was to assist the County in its continuing efforts to comply with accessibility requirements as required by the ADA and State of California Accessibility Codes. Findings submitted to the County identified barriers to access and their prioritization by impact. SSA also proposed remedial steps to mitigate, remove or addressed identified barriers. SSA has an on-call contract for continuing ADA services. Outdoor developed and undeveloped recreational areas surveyed by SSA included 45 parks/fishing access/camping areas.

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Alameda County

ADA Transition Plan

Location: Alameda, CA

Date of Project: 2017-2020

Type of Project: Infrastructure for compliance inspection included sidewalks, curb ramps, and pedestrian push buttons for all of the unincorporated county.

Key SSA Staff: Sally Swanson, Principal-in-Charge
Sivaji Muggari, PRoW Surveyor

Owner: Alameda County
399 Elmhurst Street, Hayward, CA 94544

Contact: Ruben Izon
Associate Transportation Engineer
P: 510.670.5827
rubeni@acpwa.org

Scope of Work / Project Description:
SSA was contracted by the County of Alameda to conduct compliance inspections of their Public-Right-of-Way for their ADA Transition Plan. SSA identified pedestrian accessibility improvements within the public street right-of-way in the Unincorporated County. The scope of work included 352 sidewalk miles, 6,760 curb ramps and 666 pedestrian signals.

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Santa Barbara County

ADA Self-Evaluation and Transition Plan Phase 1 & Phase 2

Location: Santa Barbara, CA

Date of Project: Phase 1: 2019-2020
Phase 2: 2021 to Present

Type of Project: Evaluation of physical barriers within County's facilities as well as non-physical barriers within the County's programs, services and activities.

Project Value: Phase 1: $76,231
Phase 2: $83,303

Key SSA Staff: Sally Swanson, AIA, Principal-in-Charge
Chris Sircello, Facilities Surveyor

Contact: Ashton Ellis
General Services Department
County of Santa Barbara
1105 Santa Barbara Street
Courthouse East Wing, 2nd Floor
Santa Barbara, CA 93101
Phone: 805-295-1683
Email: aellis@countyofsb.org

Scope of Work/ Project Description:
Sally Swanson Architects, Inc. (SSA) completed a Self-Evaluation of the County programs, services and activities along with a detailed survey of a selected set of the County's facilities. The field survey was conducted in accordance with the ADA Access Guidelines (ADAAG) and the current California Building Code (CBC). SSA created an ADA Transition Plan for phase 1 of the County's facilities. For Phase 2, SSA will evaluate additional thirteen (13) facilities and incorporate the new collected data into the County's current ADA Transition Plan.

The ADA Self-Evaluation and Transition Plan is intended to be a living document that will be updated on a periodic basis as barriers to access are mitigated, funding is allocated to projects, and/or new laws are passed.

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Kings County

ADA Self-Evaluation and Transition Plan

Location: Hanford, CA

Date of Project: 2014-2016

Type of Project: Access Surveys & Reports, ADA Transition Plan & Self Evaluation, ADA Upgrades

Project Value: $127,000

Key SSA Staff: Sally Swanson, Principal-in-Charge

Owner: Kings County
1400 W. Lacey Blvd., Hanford, CA 93230

Contact: Dominic Tyburski, Director of Public Works
P: 559.852.2698
Dominic.Tyburski@co.kings.ca.us

Scope of Work / Project Description:
SSA prepared a Self-Evaluation and Transition Plan that fully complies with the requirements of the Americans with Disabilities Act of 1990 (ADA) including changes made by the ADA Amendments Act of 2008 and the amended ADA regulations of 2010. The County has 944 miles of maintained roads and approximately 33 miles of these roads are within the urbanized areas of Armona, Stratford, Home Garden, and Kettleman City and, as such, are used by pedestrians. Several of these buildings are located at the County Government Center, the main County facility, a site of about 73 acres.

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City of Oakley, CA

ADA Transition Plan Self-Evaluation Plan

SSA developed the ADA Transition Plan and Self-Evaluation for the City. The Transition Plan included evaluations of all City of buildings and parks whereas the public rights-of-way was limited to elements along primary streets that included arterial and various collector streets. For the Self-Evaluation, subject specific surveys were disseminated amongst City departments in review of their policies, procedures and practices. SSA assisted in identifying the potential non-physical barriers that may result from these.

Location:	Oakley, CA
Type of Project:	Citywide evaluation of physical and non-physical barriers for implementation planning
Date of Project:	2017 - 2021
Project Value:	$80, 390
Key SSA Staff:	Sally Swanson, Principal-in-Charge
Reference:	Kevin Rohani, P.E Department of Public Works Public Works Director/City Engineer 3231 Main Street, Oakley, CA 94561 650.595.7469; Rohani@ci.oakley.ca.us

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City of Woodland, CA

ADA Transition Plan

Sally Swanson Architects, Inc. (SSA) completed a detailed survey of the City of Woodland facilities and programs and services. SSA developed an ADA Self-Evaluation and Transition Plan by identifying physical obstacles limiting the accessibility to the City's facilities for individuals with disabilities, as well as non-physical barriers within the City's programs and services. Field survey, for physical barriers, was conducted in accordance with the ADA Access Guidelines (ADAAG) and the current California Building Code (CBC). Non-physical barriers were collected via subject specific surveys that were disseminated amongst City departments in review of their programs and services. Survey responses were used to help identify potential non-physical barriers to access.

Client:	City of Woodland, CA
Client Contact:	Stephen Coyle, Deputy Director of Community Development 530-661-5910 Stephen.Coyle@cityofwoodland.org
Type of Project:	Evaluation of physical and non-physical barriers within City facilities, programs and services
Location:	300 First Street Woodland, CA 95695
Key SSA Staff:	Sally Swanson, Principal-in-Charge
Date of Project:	2017 -2020
Project Value:	$91,516.60

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Firm Information

Company Name: Sally Swanson Architects, Inc.

Years in business: 42 years

Address: 500 Sansome Street, Suite 410
San Francisco, CA 94111
Telephone: 415-445-3045

Firm Website: www.swanarch.com

Main Contact: Project Manager: Sivaji Muggari, ICC, CASp
P. 415-445-3045
email: smuggari@swanarch.com

Type of organization: California Corporation, Incorporated Nov. 19, 2001

Name of Owner: Owner/Founder/Principal-in-Charge: Sally Swanson, AIA

License/Registration: CA Architect License #C12746 (Sally Swanson)/ CA Business Certificate #379994

Firm Certifications: Woman-owned Business Enterprise (WBE);
Small Business Enterprise (SBE);
Disadvantaged Business Enterprise (DBE)

Federal Tax I.D.: 01-0600856 Business License: #C2275182

Scope of Services: Founded in 1980, Sally Swanson Architects, Inc. has two practice specialties:
1. ADA Access Compliance
2. Educational and Civic Architectural Design

Firm History and Description:

Forty-two years ago Sally Swanson Architects started, and has continued, as a pioneering firm with a passion for creating accessible environments. Our belief is that the best access compliance begins with a deep knowledge of ADA compliance and combines it with a strong design understanding. Bridging the strict requirements of California ADA codes as well as the requirements of place-making design, we collaborate with our clients to create environments that mitigate barriers. We cover the broadest spectrum of projects.

The firm's expertise includes the preparation of Guidance Documents for the Division of the State Architect (DSA) now being used by plan reviewers, building departments, and cities and counties across California. SSA utilizes surface profiling technology that speeds up field data collection on sidewalks six times faster than the traditional approach. SSA provided Universal Design guidelines for the 2014 Sochi, Russia Winter Olympics and Paralympics, and the 2018 PyeongChang, South Korea Winter Olympics and Paralympics. SSA worked on the accessibility guidelines for the 2020 Tokyo Summer Olympics and Paralympics.

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ADA Accessibility Consulting Services and Experience

Self-Evaluations

SSA provides a comprehensive review of an organization's policies and procedures, with recommendations for improving program access for those with disabilities. SSA can also train staff to evaluate on their own. Barriers to ADA compliance are pinpointed so that they can be addressed to achieve compliance. These include not only physical access at facilities, programs, and events, but also employment policy, training, emergency management and grievance policy management.

Transition Plans

The Transition Plan contains ADA surveys of all public facilities, identifying any structural modifications necessary for the removal of barriers to program accessibility. SSA has more than thirty-six years of experience developing ADA Transition Plans for over 100 public and private entities; we also work with Cities, such as St. Louis, MO, where we trained staff to conduct rights-of-way surveys.

Physical Access Compliance Survey / Paths of Travel

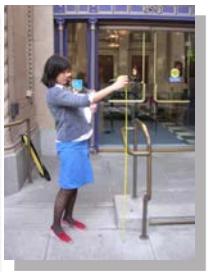
SSA's Paths of Travel surveys provide a comprehensive, detailed physical survey, including full documentation, evaluation reports, and proposed alternative cost-saving solutions.

ADA Workshops and Training

Our experienced CASp professionals have provided training of staff on ADA surveying, design, disability awareness, and ADA sensitivity. SSA delivers programs and activities that minimize exposure to complaints and grievances. We can provide workshops about the new ADA Accessibility Guidelines and how the new 2010 requirements differ from the California Accessibility Standards.

Guidelines, Standards and Specifications

SSA has prepared a variety of guidance documents that cover all accessibility issues and requirements that must be considered for project designs. Standards and checklists set a framework of code compliance expectations that can be quickly determined.



Sally Swanson Architects was solely responsible for the development of a Transition Plan for the County of Mendocino ... SSA demonstrated a high degree of professionalism ... Unambiguous advice and effectual guidance is typical for this firm. They provided the County of Mendocino with a product that assists the division of Building and Grounds in the identification and removal of architectural barriers within given budgetary and time constraints. We would readily work with SSA again and recommend their services.

– Tim Garrison, Manager, Buildings and Grounds
County of Mendocino, General Services Department

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Innovative Solution for Data Collection

Digital Profiling of Sidewalk Inventory & GIS Integration

The sidewalk profiler is an alternative to the traditional method of compiling survey results which utilizes cost effective proprietary technology in gathering field data of pedestrian facilities within the public rights-of-way.

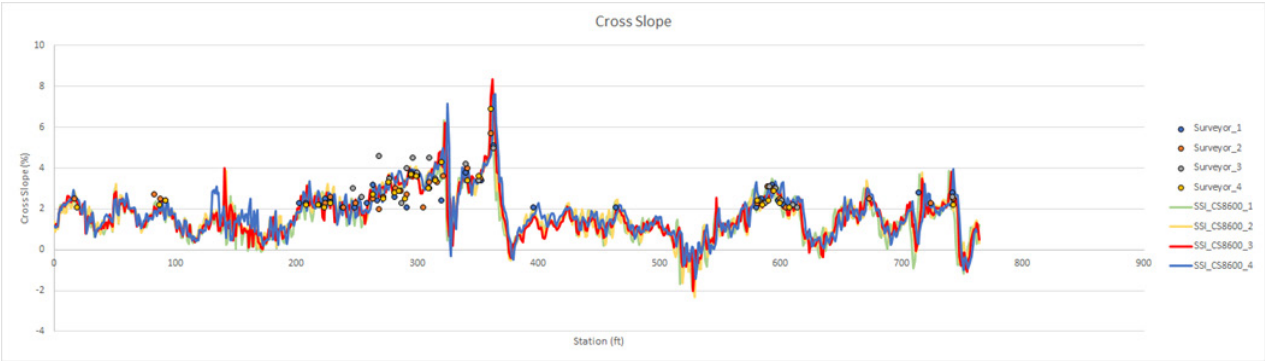
Profilers and GIS Tools

Sidewalk profiling devices enable the capture of highly accurate location-specific data about barriers and hazards that can make a sidewalk difficult to navigate. Innovative software mounted on the profilers allow for the data to be exported to a city's asset management database or integrated into a geodatabase.

Unlike survey data collected at a curb ramp, which is located at one point in an intersection, data along a mid-block section of a sidewalk could be spread over anywhere between a ¼ mile to several miles. Using GIS technology to pinpoint these multiple locations along the length of a section of sidewalk is the most feasible way for a contractor to go out and repair sections of sidewalk.

Comparing manual sidewalk collection (dots) vs profiler sidewalk collection (lines)

At SSA we ensure your results are accurate and precise. The profiler data shown below (lines) shows the consistency between four different surveyors and the repeated performance of identifying cross slope greater than 2.0%. While the manual collection by hand (dots) does not show the same consistency. The manual collection also missed areas where the cross slope is greater than 2.0%. SSA uses the profiler for all sidewalk data collection to ensure our clients are given the most accurate and meaningful data possible.



GIS Viewers

Using Surface Profilers with Geographical Information System (GIS) is a cost-effective solution to inventory and map ADA barriers within pedestrian infrastructures. For those who do not have access to GIS software, a browser-based GIS viewer is also accessible from a dedicated webpage. Just like Google maps, the GIS viewer can pan across or zoom into a

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

jurisdiction's map, turn on and off layers to identify barrier types for different pedestrian features, and view collected data and analysis on a dedicated web page from any computer. The ability to have documents updated regularly with real-time information on compliance facilitates barrier removal and easy access from a website improves data input as projects are programmed and funding is secured, allowing regular measuring of progress.

Prioritize Barriers

To prioritize barriers, layers of information are created and laid on top of each other. A variety of location characteristics, such as socio-economic data, transit routes and stops, arterial classifications, housing and employment density and others, are integrated into GIS. Heavily used pedestrian facilities are assigned a higher activity score, which would determine their priority for upgrades.

User-friendly interfaces also allow adjustment to weights based on stakeholder input and different scenarios to validate the scoring strategy based on the severity of each individual barrier. Knowing the prioritization scores allows fitting the scope of work to existing budgets.

Generate Reports

The sidewalk inventory data is used to generate reports at the push of a button.

- The report can be generated by street with scope and cost summaries.
- Alternative work orders can be generated to identify a particular type of barrier across the entire inventory.
- Annual update reports provide governing bodies with a dashboard on the utilization of public funds.
- Reports identify barriers within the limits of work of a Capital Improvement Project ensuring inclusion in the final scope and budget.

Update in the Field

As projects are completed, or new ones appear in the field, they can be added or annotated in the field through handheld devices. ADA codes and guidelines are automatically incorporated and analyzed and are updated as they change.

Benefits

A detailed inventory of pedestrian infrastructure meets the basic requirement of the law and also provides other advantages:

- Identify severe hazards
- Manage risk and legal exposure
- Track your progress
- Document good-faith efforts

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SSA Accessibility Consulting (Selected Projects)

Over the past 36 months, SSA has completed surveys and site audits on 15 million square feet of property.

CITIES AND TOWNS

Alameda
Bellflower
Bend, OR
Burlington, VT
Camarillo
Clovis
Corte Madera
Cotati
Daly City
Danville
Dixon
El Cerrito
Elk Grove
Emeryville
Fairfax
Fairfield
Fremont
Fort Bragg
Larkspur
Lemoore
Lincoln
Mill Valley
Monterey
Mountain View
Oakland
Oakley
Orinda
Oxnard
Pleasant Hill
Rancho Cordova
Richmond
Rio Rancho, NM
Ross
Salinas
Sanger
San Diego
San Francisco
San Carlos
San Leandro
San Marcos
San Rafael
Santa Ana
Santa Clara
Santa Fe, NM
Sausalito
Sochi, Russia
Solana Beach

CITIES AND TOWNS CONT'D

Smithers, Canada
Tracy
Tulare
Turlock
Vacaville
Vancouver, B.C.
Watsonville
Yucca Valley

COUNTIES

Alameda
Brown, WI
Calaveras
Contra Costa
Del Norte
Kern
Kings
Marin
Mendocino
Monterey
Napa
Placer
Riverside
San Bernardino
San Diego
San Francisco
San Luis Obispo
San Mateo
Santa Clara
Santa Cruz
Sonoma
Stanislaus
St. Louis, MO
Sunnyvale

HOTELS/INNS

Esalen Institute, Big Sur
Fairmont San Francisco
Fairmont San Jose
Fairmont Miramar Hotel, Santa Monica
Hilton Hotel, San Jose
Sea Ranch Lodge
Carlton Hotel, Atascadero
Elk Lodge

CAMPUSES

American River College
Butte College
California Community College Districts
California Polytechnic State Univ. SLO
California State University Monterey Bay
California State University San Jose
California State University Sonoma
Consumnes River College
Contra Costa Community College District
Cuesta Community College
Delta College
Desert Community College District
Eastern Washington University
Evergreen Community College
Feather River College
Folsom Lake College
Foothill DeAnza Community College
Gavilan Community College
Glendale Community College
Hartnell College
Kern Community College District
Laney College/Peralta CCD
Las Positas Community College
Los Angeles Community College District
Los Banos College
Los Rios Community College District
Marin Community College District
Merced College
Monterey Peninsula Community College
Mt. San Atonio Community College District
Napa Valley College
Oakland Unified School District
Ohlone Community College
Oregon State University
Riverside County Board of Education
Sacramento City College
San Diego Community College District
San Diego State University
San Francisco Community College
San Francisco State University
San Jose Community College
San Joaquin Delta Community College
San Mateo Community College District
Santa Monica Community College
Santa Rosa Junior College District
Sierra College
Solano Community College District
Sonoma State University

CAMPUSES CONT'D

Southwestern Community College District
UC Berkeley
UC Davis
UC Santa Barbara
West Contra Costa USD
West Hills Community College
West Valley Community College
Yuba College

HEALTHCARE

Agnews State Hospital
Alta Bates Summit Medical Center
Kaiser Permanente
Sutter Medical Health Facilities
Ventura County Medical Center
Marin General Hospital
UC Davis Medical Center
Union Community Health Center

AGENCIES & OFFICES

CA Lottery; HQ
B.A.R.T.
Bayer Corporation
CA Dept. of Corrections and Rehab
CA Dept. of General Services
CA Dept. of Fish & Game
CA Dept. of Rehabilitation
CA Dept. of Transportation
CA Employment Development Dept.
CA DMV
California Community College Chancellor's Office
California Environmental Protection
Division of the State Architect
Genesis One Tower
Golden Gate National Recreation Area
Marin Municipal Water District
Northeast Community Federal Union
Oakland Coliseum
Oakland Port Authority
Office of Public School Construction
Port of San Diego
Presidio of Monterey
Real Estate Services Division, DSA
RNM Properties
Shorenstein Properties, LLC
Sperry Van Ness International
State Allocation Board
Virgin Megastore

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

List of Sub-Consultants to be used

Sally Swanson Architects, Inc. (SSA) does not utilize the services of subconsultants to conduct ADA Self-Evaluation and Transition Plan scope of work.

Attachment: Sally Swanson optimized (RES-2022-578 : Approve an Agreement with Sally Swanson Architects for an ADA Transition Plan)

COUNTY OF MARIPOSA - AMERICAN WITH DISABILITIES ACT (ADA) SELF-EVALUATION AND TRANSITION PLAN - FEE PROPOSAL - SALLY SWANSON ARCHITECTS, INC. (SSA)

	Tasks	Sally Swanson Architects, Inc.										ODC's			Total
Task #	Task Description	Principal-in-Charge	Project Manager	Policy Specialist	Facility Specialist	GIS/ Database Specialist	Technical Staff	PRoW Surveyor	Admin Staff	Total Hours	Total Labor Costs	Other Direct Costs			Total Fee
		Sally Swanson	Sivaji Muggari	Allison Dalton	Chris Sircello	Danielle Peters	(Various)	(Various)	(Various)			Car ($325/ Week)	Lodging ($1000/Month)	Meals & Incidental ($21/Day)	
		$225.00	$185.00	$185.00	$135.00	$110.00	$75.00	$75.00	$60.00						
1.	**Project Management**														
	a. Administration, Management & Coordination		8						8	16	$1,960.00				$1,960.00
	b. Develop a Process, Procedures, and Forms		2	2	2	2				8	$1,230.00				$1,230.00
	c. Attend Kick-Off, Interim Progress and Completion Meetings	2	8	2	2	2				16	$2,790.00				$2,790.00
	d. Present Draft and Final Transition Plan to the County Staff		2	2	2					6	$1,010.00				$1,010.00
	Subtotal:	**2**	**20**	**6**	**6**	**4**	**0**	**0**	**8**	**46**	**$6,990.00**	**$0.00**	**$0.00**	**$0.00**	**$6,990.00**
2.	**Research and Investigation**														
	a. Identify Programs and Services and Associated Policies and Procedures		1	8						9	$1,665.00				$1,665.00
	b. Selecting Key Personnel Including Orientation Meeting		1	4						5	$925.00				$925.00
	c. Staff Surveys Including Questionnaires		1	8						9	$1,665.00				$1,665.00
	d. Draft Programmatic Survey Reports		1	80						81	$14,985.00				$14,985.00
	e. Final Programmatic Survey Reports		1	16						17	$3,145.00				$3,145.00
	f. Identify Communication and Webpages and Associated Forms and Website Formatting		1	8						9	$1,665.00				$1,665.00
	g. Evaluate County's Communications and Webpages		1	8						9	$1,665.00				$1,665.00
	h. Draft Communication and Webpages Survey Reports		1	16						17	$3,145.00				$3,145.00
	i. Final Communication and Webpages Survey Reports		1	8						9	$1,665.00				$1,665.00
	Subtotal:	**0**	**9**	**156**	**0**	**0**	**0**	**0**	**0**	**165**	**$30,525.00**	**$0.00**	**$0.00**	**$0.00**	**$30,525.00**
3.	**Site Assessments**														
	a. Inventory Review		1		4					5	$725.00				$725.00
	b. Facility Diagrams		1		4		40			45	$3,725.00				$3,725.00
	c. Physical Survey's of County Public Rights of Way Elements, Buildings and Facilities Per Inventory List		1		480			24		505	$66,785.00	$2,600.00	$15,000.00	$840.00	$85,225.00
	d. Draft County PRoW Elements, Buildings and Facilities Access Compliance Assessment Reports		1		160		64			225	$26,585.00				$26,585.00
	e. Final County PRoW Elements, Buildings and Facilities Access Compliance Assessment Reports		1		32		16			49	$5,705.00				$5,705.00
	Subtotal:	**0**	**5**	**0**	**680**	**0**	**120**	**24**	**0**	**829**	**$103,525.00**	**$2,600.00**	**$15,000.00**	**$840.00**	**$121,965.00**
4.	**Public Outreach**														
	a. Administration Including Presentation & Materials		2	8	8					18	$2,930.00				$2,930.00
	b. Public Outreach Online Meeting		2	2	2	2				8	$1,230.00				$1,230.00
	Subtotal:	**0**	**4**	**10**	**10**	**2**	**0**	**0**	**0**	**26**	**$4,160.00**	**$0.00**	**$0.00**	**$0.00**	**$4,160.00**
5.	**Comprehensive ADA Self-Evaluation and Transition Plan**														
	a. Draft ADA Self-Evaluation & Transition Plan	1	2	8	8		200			219	$18,155.00				$18,155.00
	b. Final ADA Self-Evaluation & Transition Plan with Executive Summary	1	2	4	4		40			51	$4,875.00				$4,875.00
	c. Draft Database in Excel or County Approved Software		1			80				81	$8,985.00				$8,985.00
	d. Final Database in Excel or County Approved Software		1			24				25	$2,825.00				$2,825.00
	e. ADA Self-Evaluation & Transition Plan Presentation to the Board of Supervisors	2	2	2	2					8	$1,460.00				$1,460.00
	Subtotal:	**4**	**8**	**14**	**14**	**104**	**240**	**0**	**0**	**384**	**$36,300.00**	**$0.00**	**$0.00**	**$0.00**	**$36,300.00**
6.	**Training (***At No Cost to The County***)**														
	a. On-line Training on Applicable Code, Inspection, Report & Database		2	6	6	6				20	$0.00				$0.00
	Subtotal:	**0**	**2**	**6**	**6**	**6**	**0**	**0**	**0**	**20**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	Grand Total:	**6**	**48**	**192**	**716**	**116**	**360**	**24**	**8**	**1470**	**$181,500.00**	**$2,600.00**	**$15,000.00**	**$840.00**	**$199,940.00**

Notes: 1. If there is a significant increase to the scope of work outlined above, SSA reserves the right to renegotiate the services fee with the County of Mariposa.
2. Sally Swanson Architects, Inc. (SSA) guarantees that no additional fees will be charged to the County of Mariposa without prior written consent by the County.

MARIPOSA COUNTY

Public Works · 209-966-2498

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works & Transportation

RE: Appoint Ted Williams to the Yosemite West District Advisory Committee

---

RECOMMENDATION AND JUSTIFICATION:

Appoint Ted Williams to the Yosemite West District Advisory Committee for a Continuous Term Beginning October 4, 2022. (Rosemarie Smallcombe).

The purpose of the Advisory Committee is to review, comment and offer recommendations regarding annexation or other adjustments or any matters relative to contracts or agreements outside the service area boundaries; and to make recommendations concerning the Yosemite West budget.

The vacancy was posted in accordance with the Maddy Act. A letter of interest/application was received. The letter of interest/application has been reviewed and recommended for appointment.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board routinely appoints members to various committees.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, a vacancy will continue to exist on the Yosemite West District Advisory Committee.

ATTACHMENTS:
Ted Williams Committee Ap 22 Redacted (PDF)

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

Committee Application

#614

SUBMITTER

Category: Forms

Priority: 3

[redacted]

Assigned To: Unassigned

Submitted: 3/22/2022 12:11 PM

CONTACT

Source: Website

[redacted]

REQUEST DETAILS

Description

Name of Board, Commission or Committee for which you are applying
Yosemite West District Advisory Committee

First Name
Ted

Last Name
Williams

Supervisorial District in which you Reside
1

Length of your Residency in the county
10yr+35lot

Mailing Address
[redacted]

Email Address:
[redacted]

Preferred Contact Method
Cell Phone

Are you Over 18 Years of Age
Yes

Employment Status
Yes

Employer's Name

Employer's Address

Day Telephone Number
[redacted]

Cell Phone Number
[redacted]

Please explain why you wish to serve on this Board/Commission/Committee
I can serve as a communications bridge to many homeowners in Yosemite West since I publish material and news through YWPHI the local also bring issues from the community and the YWPHI board to the attention of the Mariposa County Public Works Department. Many of th currently are members of YWPHI, but not directly represented on YWDAC.

Attachment: Ted Williams Committee Ap 22 Redacted (2022-98 : Appoint Ted Williams to the Yosemite West District Advisory Committee)

Please list prior/current appointments to other Boards/Commissions/Committees
Currently serving as Board of Directors'; member through 2024 and President (2016-2022) of YWPHI (Yosemite West Property and Homec

Have previously attended and represented YW at Resource Conservation District and Water Board meetings both in Mariposa and Fresno

Previous President (1989-1993) of townhouse HOA in Mountain View, CA

List any information regarding experience, training and/or education that you feel qualifies you for this position
Long-time owner (lot since 1985, house since 2012) in Yosemite West, and aware of all recent community and legal issues.

Able to analyze accounting and financial data, and publish analysis in spreadsheets.

Able to write/edit and critique documents, including writing and publishing summaries of news to YWPHI website.

Data analysis and technical research/design in Electrical Engineering career over 30 years.
Author of > 30 articles/manuscripts and reviewer of > 80 during career.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties
No

If Yes, please explain
No Mariposa County positions or conflicts.
Both YWPHI and YWDAC are unpaid voluntary positions.

Time(s) you have available to attend meetings (days, evening, etc.)
I will be able to attend all the YWDAC scheduled Thursday meetings, either in-person or virtually, depending on agenda. I';m also available have previously requested special meetings as needed for issues such as accounting reviews related to ratepayers.

Do you have transportation?
Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but nc public records requests.

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force ar
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree

Attachment: Ted Williams Committee Ap 22 Redacted (2022-98 : Appoint Ted Williams to the Yosemite West District Advisory Committee)

MARIPOSA COUNTY

Administration · 966-3222

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Discussion and Direction on the Vacation Rental Industry in Mariposa County

---

RECOMMENDATION AND JUSTIFICATION:

Discussion and Possible Direction on Short-Term (Vacation) Rentals in Mariposa County.

Mariposa County, under the direction of the board of supervisors, is committed to facilitating housing for all economic sectors of the community. This is a challenging commitment when faced with unprecedented housing market increases nationwide, catastrophic local wildfires, regulatory and other obstacles to new construction, and conversion of community housing stock to short-term vacation rentals (STRs).

This item is part of an ongoing discussion and direction item regarding housing status in the County and, in particular, a response to the board's request for more information on the STR program, market and its effect on the community. This is in line with Board direction from January 11, 2022 and March 22nd 2022, as well as the Board Directive from the General Plan's Housing Element, Section 8.6.D2.4.2. Additional information is attached.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

June 19, 2018: Board of Supervisors adopted Resolution 2018-292 approving the Comprehensive Housing Program Implementation Study

RES-2019-49 August 20th 2019. General Plan Housing Element Adoption and State Certification

On January 11, 2022 directed presented information on Housing Market Trends and Priorities and the board directed staff to return with a item providing more information on the vacation rental industry.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

No action is requested-discussion and direction only.

Agenda Item - No Resolution Requested

ATTACHMENTS:
Vacation Rental Discussion Memo(FINAL) (PDF)
Vacation Rental Ordinace(DRAFT) (PDF)
Edwards - Vacation rentals _ short term rentals (STRs) (PDF)
Fluharty Comment Letter (PDF)
Hamilton - Rentals in B&B in Mariposa (PDF)
McAlister - Vacation Rental Industry (PDF)
McAlister - 2 - FW_ Vacation Rental Industry (PDF)
Skelton - Why so many vacation rentals (PDF)
Stone - Comments for Vacation Rental Meeting (PDF)
Yosemite West Real Estate - Vacation Rentals - Oct. 4 Agenda Item (PDF)
Brandle - The impact of the vacation rental industry in M... (PDF)
Cook - Online Form Submission #12342 for Public Commen... (PDF)
Evans - Public Comment Item D.1 -PDF (PDF)
Holland-Moritz comment on VR item.(PDF)
Lach - Comment on D.1_Redacted (PDF)
Nichka - Vacation Rental in Mariposa County_Redacted (PDF)
O'neal - Public Comment Item D.1. Administration for 10_... (PDF)
Pero - Airbnb and Housing_Rental Issues_Redacted (PDF)
Squibb - comment on D.1 - VR (PDF)
Suggs Public comment D.1 Discussion on STR - PDF (PDF)
Ted Williams - Public comment item #D.1 for 10_4_2022 BoS mtg_... (PDF)
Wolf - Oct 4th Vacation Rentals_ Agenda Item comment (PDF)
DeRuyter - Discussion on Vacation Rentals_Redacted (PDF)
Hornacek - TOT Permit Discussion (PDF)
Misener - Fwd_ Oct 4 meeting (PDF)
Young - short term rentals -- my perspective from the m... (PDF)
Art Yosemite - A new comment has been posted to your Web Portal (PDF)
Aston - Support your vacation rental businesses_Redacted (PDF)
Britt - vacation rental industry_Redacted (PDF)
Bruce Kahl (PDF)
Kim Tucker (PDF)
Krag - Comment on Vacation Rental vs. Full Time Rentals_Redacted (PDF)
T. Trujilo - Vacation Rentl Comment_Redacted (PDF)
Trujilo - Comment of Vacation Rental_Redacted (PDF)
Trujilo - comment #2 vacation rental_Redacted (PDF)
Vasquez - Short Term Rental_Redacted (PDF)
STR_DISSCUSSION (PDF)

RESULT: DIRECTION GIVEN

MARIPOSA COUNTY

DALLIN KIMBLE
County Administrative Officer

P.O. Box 784
Mariposa, CA 95338
209-966-3222
1-800-736-1252
dkimble@mariposacounty.org
www.mariposacounty.org

To: Board of Supervisors

From: Dallin Kimble, County Administrative Officer
Ben Goger, Housing Development Specialist

Date: October 4, 2022

Subject: Short-Term (Vacation) Rental Discussion and Possible Direction

---

Mariposa County, under the direction of the board of supervisors, is committed to facilitating housing for all economic sectors of the community. This is a challenging commitment when faced with unprecedented housing market increases nationwide, catastrophic local wildfires, regulatory and other obstacles to new construction, and conversion of community housing stock to short-term vacation rentals (STRs). This item is part of an ongoing discussion and direction item regarding housing status in the County and, in particular, a response to the board's request for more information on the STR program, market and its effect on the community. This is in line with Board direction from January 11, 2022 and March 22nd 2022, as well as the Board Directive from the General Plan's Housing Element, Section 8.6.D2.4.2

We acknowledge that this is a difficult conversation for many members of our community. On the one hand, STRs have contributed to raising the sale and rental market values of homes across the county to a level that is unaffordable for many community members. Conversely, STRs have raised property values for resident homeowners and generate revenue for local entrepreneurs, retirees, and the county itself. During this conversation we will address the complexity of the community impacts related to STRs.

As a technical note, a Short-Term Rental (STR) is defined in County Code as a property that is rented for less than 30 days. STRs are also called "vacation rentals" and the terms are used interchangeably throughout this memo.

Directive

Housing and Vacation Rental Conversion Program 4.2 of the 2019-2024 Housing Element requires the County to periodically evaluate the effect of the conversion of housing units to vacation rentals. Specifically, Program 4.2 reads as follows:

> "The County shall periodically evaluate any potential nexus between the reduction in the County's supply of housing and the conversion of units to vacation rental units. The study shall evaluate any effect of conversions on the supply of housing for all economic segments of the community and the supply of affordable employee housing, in particular. Should such a study determine that the annual or cumulative number of conversion of units adversely affects the supply of housing for any economic segment of the community, the study shall consider appropriate measures to mitigate impacts."

Attachment: Vacation Rental Discussion Memo(FINAL) (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

The 2019-2024 Housing Element summarizes the situation as of 2018 as follows:

> "There has been concern among those seeking to find affordable housing, rental housing in particular, that vacancy rates in the County are increasingly adversely affected by the number and rate of conversions of units to transient occupancy (vacation rentals). County records demonstrate an increasing rate of conversion. During the 10-year period 2000-2009, the County approved 243 vacation rental occupancies, one of which became inactive. During the five-year period 2010-15, 247 new vacation rentals were created (243 approved, with 52 applications under review, and 48 noted as inactive). The increase in the rate and number of conversions has exacerbated the cumulative effect on the housing supply, in part because conversions have not been offset by new construction. In 2010 the number of conversions over the previous 10 years (243) represented 2.3% of the total number of housing units (10,188). By 2014, the cumulative number of conversions (432) represented 4% of the housing supply (10,386 housing units). However, the number of housing units increased by a mere 1.9% between 2010 and 2014, not enough to replace units lost due to conversion. By 2015 the cumulative number of conversions was approximately 5% of the housing supply. By the end of 2018, the number of vacation rentals totaled 671, representing 6.4% of the housing supply (10,429 housing units). This relationship between a relatively static housing supply and the ongoing and increasing rate of conversion is expected to continue. Regardless of the fluctuations in the rate, the cumulative effect of conversion on the supply of housing is significant. However, the effect of conversions on the supply of housing affordable to above and below-moderate income households cannot be determined without careful evaluation. Variables to consider in such an evaluation include effects on owner vs. rental occupancies, whether converted units would otherwise be available to households with specific income characteristics, and the relationship between active and inactive vacation rentals."

By the end of 2020, the number of vacation rentals and bed and breakfasts in Mariposa County totaled 708. This was up from the end of 2019 total of 695. The COVID-19 pandemic, including the associated travel restrictions and extended closure of Yosemite National Park, appears to have temporarily slowed the increase in vacation rental and bed and breakfast units in 2020. Even with this temporary slowdown, approximately 6.7% of the total housing supply (10,484 housing units) were used for vacation rentals at the end of 2020.

Year	2010	2014	2018	2020	2022
Total Housing	10,188	10,386	10,429	10,484	9,531
STRs	243 (2.3%)	432 (4%)	671 (6.4%)	708 (6.7%)	804 (8.4%)

There are now 804 vacation rental units in the county (740 certified STRs currently in use and 64 submitted applications). With housing supply corrections provided by 2020 US Census data, which accounts for dilapidated and demolished properties, and subtracting out homes that were lost in the Oak Fire and multifamily units that cannot be used as vacation rentals, our current total housing supply that could be used as a STR is 9,531 units. The percentage of our housing stock used as vacation rentals is now 8.4% or more than double the 4% reported in 2014.

Attachment: Vacation Rental Discussion Memo(FINAL) (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

Background Context on The Vacation Rental Boom

Vacation rental growth is not unique to Mariposa County, and many counties and cities in tourist destinations around the worlds are grappling with housing market changes precipitated by the advent of the Airbnb phenomenon that began 20 years ago. Like many tech startups of the 2000s, Airbnb was able to couple application-based technology with the global adoption of smart phone use. This opened a completely new category in housing commodification. Previously, hotel, resort and even housing development were niche markets that could only be profitable for those with the capital and experience to negotiate the incredible cost and regulation of land development. Now, housing can be developed into mini-hotels by a broad population with relatively little regulation.

Subsequently, many individuals and corporations have constructed business models based on building or acquiring homes near destination locations purely as income properties. Airbnb and VRBO have established the business and marketing platform for short term rentals and companies like Guestable, Vacasa, Sounder and Pass the Keys are focused on vacation rental development under this platform. Other tech companies like Air DNA, Mashvisor and All the Doors have taken a tertiary market of vacation rental analytics and offer subscriptions to help investors maximize their returns on vacation rental development. This business revolution has converted thousands of residences in destination communities and increased pressures on the availability and affordability of local housing markets.

Many individuals have been awaiting saturation and self-regulation of the vacation rental market. Analysts have yet to see a market indicator that would forecast such a change. Currently vacation rentals are still a desirable land use in the county.

Distinct Communities

Foresta, Yosemite West, Wawona and Fish Camp have a long history of secondary residences for individuals who wish to visit Yosemite. That secondary residence market has easily transitioned into a vacation rental market. The proximity of these locations to Yosemite and the distance from community services make these properties less likely to be full-time residences, though some have historically provided month-to-month rental housing opportunities for park employees. The table below illustrates the vacation rental industry in these communities.

El Portal/Foresta	Yosemite West	Wawona	Fish Camp	Combined	Remainder of Mariposa
22	157	154	41	**375**	**365**

When we look at the location of STRs by supervisorial districts we come to the following numbers:

- District 1 (483)
- District 2(40)
- District 3(40)
- District 4(112)
- District 5(65).

Similar to the Yosemite area properties, commercial properties in town planning areas may need special consideration as they may not necessarily have the same impact on community housing as other properties do.

Ownership

About two thirds of the individuals who own vacation rentals in Mariposa County have mailing addresses outside of the county. 216 operators have mailing addresses inside of the County. 71 owner-operators are

Attachment: Vacation Rental Discussion Memo(FINAL) (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

classified as businesses while the rest are classified as individuals. 105 active owner operators have more than one certificate.

Of the 365 STRs outside of the Yosemite communities mentioned above, 199 are locally owned and 166 have out-of-town mailing addresses. 64 are classified as businesses while the others are owner operator.

Revenues

Tourism has long been the leading economic industry in Mariposa County. Below is a quick analysis of the total overnight accommodation revenues for Fiscal Year 2021-2022 (FY22). These numbers are extrapolated from County Transient Occupancy Tax (TOT) data.

	FY22 Transient Occupancy Taxes Paid	FY22 Estimated Revenue
STRs (including B&Bs)	$5,146,860	$42,890,500
Hotels	$13,840,874	$109,955,117
Total	$18,987,734	$152,845,617

Transient Occupancy Tax Growth in the last decade

Year	FY 11	FY 12	FY13	FY14	FY15	FY16
Hotel TOT	$10,234,128	$10,928,114	$10,836,029	$10,883,932	$12,531,008	$13,194,614
STR TOT	$354,781	$499,563	$574,923	$671,809	$955,081	$1,158,537
Totals	**$10,364,259**	**$11,427,677**	**$11,410,951**	**$11,555,742**	**$13,486,089**	**$14,353,151**

Year	FY17	FY18	FY19	FY20	FY21	FY22
Hotel TOT	$13,380,949	$13,482,446	$12,604,901	$11,058,748	$10,903,748	$13,840,874
STR TOT	$1,501,778	$1,501,297	$2,219,532	$3,293,605	$4,851,591	$5,146,860
Totals	**$14,882,727**	**$14,983,743**	**$14,824,433**	**$14,824,433**	**$15,755,339**	**$18,987,734**

Several events to consider when reviewing the table below include the implementation of a 12% transient occupancy tax rate in 2019 (up from 10% previously), the Detwiler and Ferguson fires in fiscal years 2018 and 2019, and the COVID-19 pandemic affecting revenues in fiscal years 2020 and 2021.

It is worth noting that this is only half of the equation. Conceptually, services are more expensive to provide to STRs than hotels. Hotels are generally built along state highways with close proximity to services. STRs utilize county roads and a call for an emergency medical or law enforcement response into a less accessible area of the county could take considerably longer than a call to an urban center like Fish Camp or Mariposa.

2022 3rd Quarter Housing Market Snapshot

In 2021, the median sale price of a home in Mariposa exceeded $400,000. The median sale price for 2022 has reached $450,000 for year-to-date sales. It is not known exactly how much of this increase is directly attributable to the rise in vacation rentals, but the ability for home conversion is certainly a contributor to the rise in demand mentioned previously.

Attachment: Vacation Rental Discussion Memo(FINAL) (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

Staff also conducted a quick look at current rental market rates. Rental markets are notoriously difficult to analyze and that is especially true in Mariposa where many rentals are never advertised. Of nineteen recent listings that were advertised on the Mariposa County Home Rental Facebook group, which does not necessarily represent the market overall:

- Three-bedroom houses were advertised with monthly rents between $1,500-$3,500.
- Two-bedroom houses were listed between $1,500 and $3,000.
- One-bedroom houses and studios were listed from $750-$1,250
- Apartments were listed from $750-$1,300
- Rooms for rent span from $480-$1,100

Community Impacts

More research is needed to quantify the community impacts that are directly related to home conversion to vacation rentals. The lack of available housing overall has resulted in the following economic development and rural character impacts:

- Hours for local businesses are limited, due to limited available employees.
- Developer willingness to make investments is limited, due to lack of available housing for needed additional employees.
- Housing is increasingly required as part of new development.
- Best qualified candidates are declining job opportunities, citing an unfavorable housing market as a determining factor. Positions are increasingly difficult to fill or are going unfilled.
- Some neighborhoods are experiencing an increase in noise, trash, traffic, and the number of homes that are vacant for a large portion of the year.
-

Considerations

The vacation rental situation is complex and there are many more factors to consider related to the STR market impact on the community. Many local landlords report bad experiences with renters, for example, that have made them reluctant to use their property as a long-term rental. Bad, and often costly, experiences with long-term renters, coupled with the high financial yields only a short-term rental can achieve, make the short-term rental option more profitable for many landlords. There are many individuals who choose to rent long-term to community members and have good experiences as well, but one negative experience can outweigh and eliminate the benefits of several positive years.

The Mariposa County Health and Human Service Agency (HHSA) and community partners have developed programs to ensure positive renter experience with HHSA and income eligible clientele. These services vary depending on the client but include propriety management, cleaning and security deposits, and additional financial incentives.

Housing market price growth has led to additional transient occupancy tax revenues for the County, but also in property taxes. Roughly 70% of property taxes are used to the school district.

Although property value growth has made home ownership unaffordable to many low- and middle-class residents, it has benefited locals who are selling property and those businesses that profit from real estate transactions.

Vacation rental investors have the capital to renovate single family residences that need to be improved to current standards. This provides an economic cluster in the trades of carpentry, plumbing, electrical, HVAC and painters.

Attachment: Vacation Rental Discussion Memo(FINAL) (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

The management and maintenance of STRs has also provided an employment cluster in the service industry and many property managers, house cleaners and handy men have found employment servicing vacation rentals. Ironically, homeownership is not readily available to these same individuals.

The vacation rental industry is also a key financial strategy for local individuals and families. This has allowed some new families to move into the area, allowed others to remain in the area and supports some locals' retirements and financial planning.

The County has set aside $50,000 in ARPA funding to hire an outside consultant to study the vacation rental program in more depth and provide programmatic recommendations. A consultant should be able to synthesize the data that staff has provided for this discussion into professional third-party recommendations on the administration of the vacation rental program in Mariposa County. Staff is moving forward with the selection of a qualified consultant to lead this effort.

Regulation of STRs

Many communities in destination locations have responded to the vacation rental phenomenon with some sort of regulatory action (see Exhibit A). Actions include limiting the number of vacation rentals, the area where vacation rentals may be issued, or the number of days a property may be used as a vacation rental.

Local governments have been the lead agencies implementing regulatory guidelines in most of these cases, but citizen initiatives have also played their part in the regulation of short-term vacation rentals. South Lake Tahoe's Measure T and Pacific Grove's Measure M both passed in November of 2018 took a hard stance on allowing short term vacation rental in residentials areas and both passed successfully. Both ballot measures halted the issuance of any new permits and phased out short term vacation rentals use completely in residential areas unless the home was the primary residence of the operator and the owner only rented the house out for a limited amount of time.

Measure T and Measure M have both been challenged in court under concerns that these actions violate the owner's constitutional property rights. Both were sustained as valid and constitutional measures.

Options for Moving Forward

Per the directives noted above, there are mitigating measures the board could consider. These include the following:

Short term: Interim moratorium on issuing new vacation rental certificates

An interim moratorium would be an ordinance to temporarily stop the issuance of vacation rental certificates. Moratoriums are used when there is a matter of urgency that needs to be addressed. There must be adequate findings to support the ordinance. A draft of an interim ordinance is attached to this item for review. A moratorium would provide additional time to study the impacts of vacation rentals, engage the community and evaluate possible solutions.

Vacation rental cap(s)

Many communities have established a maximum number of certificates that can be issued within their jurisdiction. Maximums or caps are crafted differently in each community, but many omit primary residences from applicable quotas. Some also exempt certain communities from being included in a quota.

Conditional Use Permits

Conditional use permits may be a way of gathering community input in an area before a certificate is issued. A conditional use is a use which may or may not be appropriate in a zone, depending on a parcel-specific and project specific review. Conditional use permits may be approved, approved with conditions, or denied. Conditional use permits are discretionary, which means the application / project is subject to

Attachment: Vacation Rental Discussion Memo(FINAL) (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

California Environmental Quality (CEQA) review. Vacation rentals could be made a conditional use in particular zones.

Impact fees
An additional fee could be assessed to offset the community impacts of the vacation rentals. Fees could be used to support community housing development, housing programs, infrastructure, and other services. Assessed fees could be a fixed amount or a percentage of the rental price. A theoretical ten dollar fee per night, assuming 800 certificates with 60% occupancy, would yield around $1.7 million annually.

In order to enact an impact fee there would need to be an amendment of County Code. Such an amendment could take up to six months to complete.

Summary
There are many factors impacting the cost of housing in Mariposa. Speculative, international and corporate purchasing of housing is affecting communities across the country. We have significant regulatory and infrastructure obstacles to new construction. Catastrophic wildfires and dilapidation have taken hundreds of properties out of our housing stock. The conversion of residences to short-term vacation rentals is one of the significant impacts on our local housing market.

The number of vacation rentals has more than doubled since 2014. Approximately half of vacation rentals are located in communities inside or directly adjacent to Yosemite National Park and two-thirds of vacation rental owners have mailing addresses outside of Mariposa County. These properties are generating additional revenue for the County and Mariposa County Unified School District, but also contributing to housing shortages affecting all areas of the economy and impacting our rural character.

Other destination jurisdictions have responded to the surge in vacation rental properties with moratoriums, maximum limits, the requiring Conditional Use Permits, and the assessment of additional fees. The board could give staff direction to pursue any or none of the above measures. Staff will also be responsive to any requests for additional information that may be important to the Board.

Attachment: Vacation Rental Discussion Memo(FINAL) (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

Exhibit A

Sonora	April 8th 2021 passed a moratorium on all new short term rentals and on September 28th 2021 passed an ordinance limiting vacation rental use only primary residence operators	Faced with 36 vacation rentals in the City limits Sonora is working on an ordinance to limit short term rentals to operators primary residence for no more that 120 days
Alpine County	Effective July 1,2021	Limited amount of STR's on East Slope to 35 Kirkwood Tri County Special area exempt
Mono County	March 8th 2018 passed an emergency moratorium on new permits	Now permits are regulated per area with a transient overlay district. Operators are charged additional housing mitigation fees.
Truckee	Moratorium on new STR's. January 1,2021 Passed measure K increasing TOT and contributing TOT funds back to community housing, trails and open space	No new permits being issued. Additionally a non-transferable $400 dollar annual fee is applied to short term rental application.
Amador County	June 11th 2019	With 80 short term rentals, the County drafted a regulatory ordinance but did not adopt in favor of a nuisance ordinance. Amador is currently updating their Housing Element and evaluating the effect of vacation rentals.
Carmel	December 9th 2019 Bans new vacation rentals, with cavate	No new vacation rentals, unless a builder builds three new market rate rentals. Existing vacation rentals are grandfathered in.
Pacific Grove	2018 Measure M bans vacation rentals in residential areas	Measure M bans vacation rentals in residential areas. STR's allowed only in Coastal Resort zone
Santa Cruz County	Grandfathered in compliant vacation rental active before April 2011	Enacted moratorium, while planning department analyzed effects. Moratorium lifted 1/26/2021 Planning Department set Cap numbers for planning areas. Overall Cap total County wide=473 BnB and vacation rental units.
South Lake Tahoe	2018 Measure T Phased out vacation rentals in residential areas by 1/1/2020	Citizen initiative that banned Vacation rentals in residential zones unless the home was the operators primary residence and the home could not be rented for over 30 days annually.
San Francisco	Feb. 2015	Operators must be primary residents. Rental limits 90 days. $484 per day for violation
Los Angles	July 2019	Operators must be primary residents. Rental limits 120 days. $500 per day for violation
Redwood City		Operators must be primary residents. Non hosted limit of 120 days, hosted no annual limits

Attachment: Vacation Rental Discussion Memo(FINAL) (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

Emeryville	TOT 14%	Operators must be primary residents 90 day limit of non hosted nights
Oakland	TOT 14%	Banned in residential zones, allowed in designated zones
Berkeley	TOT 14% +2%enforcement fee	Operators must be primary residents, 60 day annual cap, and must provide $1,000,000 in liability insurance
Sunnyvale	2018 TOT 12.5%	Operators must be primary residents
San Jose	2012 Ordinance TOT 10%	Operators must be primary residents, 180 day annual cap
Honolulu/all of Oahu	October 2020	Limits permits to 1,715 island wide, and only in designated zones. Fines begin at $1,000 can escalate to $10,000 a day
Las Vegas	2020	Historically Southern Nevada has prohibited STR's Now Las Vegas is allowing STR use for primary residence operators

Attachment: Vacation Rental Discussion Memo(FINAL) (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

MARIPOSA COUNTY (URGENCY) ORDINANCE NO.

AN INTERIAM URGENCY ORDINANCE RESTRICTING THE ISSUANCE OF ANY NEW TRANSIENT OCCUPANCY TAX CERTIFICATES WITHIN THE COUNTY WHICH CONVERT RESIDENTIALLY USED HOUSING TO TRANSIENT OCCUPANCY USE

The Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, does hereby ordain as follows:

SECTION I: FINDINGS AND DECLARATION

The continued conversion of residential housing to transient occupancy use has exacerbated the loss of community housing stock in Mariposa County. It has also negatively impacted the affordability of community housing stock.

Like many California Counties, Mariposa County is experiencing a shortage of housing for purchase or rental, and a significant change in affordability of any existing available housing.

The County has previously identified and discussed the nexus between the reduction in the County's supply of housing and the conversion of units to transient occupancy units; this issue isn't new. However, the availability of housing has been recently significantly impacted by the recent (July 2022) Oak Fire, which destroyed 127 residential dwelling units. The 2017 Detwiler Fire destroyed 68 residential dwelling units and most have not been rebuilt.

The lack of availability of affordable rental housing and housing for purchase has impacted local businesses and local governmental entities, who can't find available employees. The workforce must have locally available housing, in order to work for local businesses and governmental entities.

Because of a workforce shortage, local businesses and governmental entities are forced to limit their hours of operation and provide fewer services.

It is the intent of the Board of Supervisors of the County of Mariposa, based upon the directive established in Section 8.6.D2.4.2 of the Housing Element of the Mariposa County General Plan, to take urgency action to prohibit issuance of any new Transient Occupancy Certificates that would convert a residentially used housing unit to vacation rental use. This prohibition shall also apply to newly constructed housing, which hasn't yet been used for residential occupancy or transient occupancy.

Until such time that the Board of Supervisors takes formal action on the issuance new certificates.

DRAFT

Attachment: Vacation Rental Ordinace(DRAFT) (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

SECTION II: PURPOSE

The purpose of this Interim Urgency Ordinance is to prohibit the continued conversion of residential housing units to vacation rental use for a limited time. The Board of Supervisors intends to pursue a detailed study of the issue, to objectively document and establish the impacts of the vacation rental program on housing availability and affordability and to establish appropriate measures that can be taken to address those impacts. This Interim Urgency Ordinance will provide time for that study to be conducted.

SECTION III: RESTRICTIONS

There is hereby passed and adopted restrictions on the issuance of transient occupancy certificates, During the effective period of this Ordinance and continuing until formal action is taken by the Mariposa County Board of Supervisors, the following shall be implemented:

A. There shall be no bed and breakfast or transient occupancy permits issued, either for new construction or conversions from single family dwelling to rental.

B. Applications that have been submitted but permits not issued, as of the effective date of this Ordinance, shall continue to be processed and may be issued an approval and transient occupancy tax certificate.

C. If a property that holds a certificate transfers title, the new property owner is eligible to apply for a certificate under the existing transient occupancy certificate application process to replace the number of certificates that existed on the property before title was transferred.

D. The Board of Supervisors shall have authority to relax any of the restrictions in "A" through "C" above by Resolution, if based upon recommendations from staff.

SECTION IV: URGENCY EFFECTIVE DATE

This Ordinance is an interim Urgency Ordinance and is for the immediate preservation of the public peace, health, and safety. The facts constituting the urgency are as follows:

This Ordinance is adopted pursuant to the provisions of Government Code § 25123(d) and shall take effect on _____ at 11:30 a.m.

DRAFT

Attachment: Vacation Rental Ordinace(DRAFT) (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

SECTION V: PENALTY

Violation of any provision of this Ordinance shall constitute a misdemeanor and shall be punishable under Chapter 1.20, the General Penalty provisions, of the Mariposa County Code.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa this _____by the following vote:

AYES:
NOES:
ABSTAINED:
ABSENT:

Board of Supervisors Chair
Rosemarie Smallcombe

_____

APPROVED AS TO FORM:

ATTEST:

_____

Danielle Bondshu
Clerk of the Board

_____

Stephen W. Dahlem

County Counsel

Attachment: Vacation Rental Ordinace(DRAFT) (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

From: Gabriel Edwards
To: Board Clerk
Subject: Vacation rentals / short term rentals (STRs)
Date: Tuesday, September 27, 2022 2:38:47 PM

Some people who received this message don't often get email from chairperson@mariposachamber.org. Learn why this is important

The biggest problem is simply the number of people who live outside of this county and own Mariposa property strictly for AirBNB/VRBO.
We need to do what other communities have done and limit the number of short-term/vacation rentals (STRs) that can be owned by non-residents of the county.
It can be done by number (i.e. Non-residents can have a maximum of 1 permitted STR, Residents can have 2 or more) or by fee: Annual $1250 fee for the 1st, $2000 each for 2, $3000 each for 3, etc... or both.

An important concern is the number of people who have multiple "investment properties" in Mariposa; they are buying up inexpensive real estate, renting it out and paying very little in terms of cost for return.

Another idea is to require STR-owners to build an ADU for long-term renters.

STRs are going to exist, putting a cap on the number is silly, it actually creates a more-profitable market for the people who already invested, while punishing others who are planning on future investment. It also FURTHER increases the values of those homes that are already certified, making certain real estate more expensive and out-of-town investments more attractive.

The way to fix the housing problem is to create more housing. Take the example of Lake Tahoe in the 90s. If you cap the number of STR permits, all of the real estate prices go up. If you build more housing, the prices go down.

The county needs to read SB9 and SB10 which were signed into law last year, and adopt zoning which increases density per acre instead of per lot. If someone owns 50 acres, they can still only have the same number of buildings as someone with 1 acre.

Cheers,
Gabe

Attachment: Edwards - Vacation rentals _ short term rentals (STRs) (13410 : Discussion and Direction on the Vacation Rental Industry in

September 28, 2022

Re: Short Term Vacation Rentals in Mariposa County

Dear Mariposa County Board of Supervisors,

Thank you for taking the time to seek out feedback from the community regarding the housing crisis in Mariposa and the short term vacation rental industry. You will no doubt receive varying opinions about this matter and I understand this is a complex issue that will be challenging to address.

I believe it is imperative for the Board to hear and understand how the housing crisis is damaging our community and the residents who call this place home. I was born and raised in Mariposa and returned 2017, after attending college and establishing a career I could sustain here. Since arriving, my family of four has moved five times in five years. Housing uncertainty is incredibly stressful and we remain at the whim of the rental market with the threat of having to move yet again present at any moment. My husband and I own and operate a small business and half of our staff live with family due to lack of housing. It is not difficult to find other community members who are struggling with housing. We encounter them constantly. This issue deeply impacts us all.

We want a thriving Mariposa. To neglect the residents of this community by not taking action to address the housing crisis is a travesty. Yes, we need more housing to be developed, but we also need to address the vacation rental industry. It is foolish to deny that vacation rentals have negatively impacted residents of Mariposa. People will be pleased to point out how TOT generated helps our community, but at the cost of the so many of us who are just trying to have an affordable place to live. Valuing profit over people in this way is not what sustains a community. It feeds greed.

I implore the Board to take action by regulating the vacation rental industry. We have many examples of other communities who have already done so. This issue will continue to get worse and our residents will be forced to leave (many have already). Please take action that serves the best interest of our community rather than profit. I sincerely hope to see action taken as early as feasibly possible. Housing development will take many years. We need to see action taken to curtail the housing crisis with regards to vacation rentals as soon as possible. This issue has been raised now for years to the BOS. Now is the time to act.

Thank you for inviting the community to share regarding this topic.

Sincerely,

Kelly Harrison

Attachment: Fluharty Comment Letter (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

From: Elise Hamilton
To: Board Clerk
Subject: Rentals in B&B in Mariposa
Date: Wednesday, September 28, 2022 4:10:40 PM

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Learn why this is important

Dear supervisors, since I can't attend I would like to voice some of my feelings on this issue. I have a home that I rent one room out for 4 to 5 months a year as a B&B room. It is a large part of my income because there is not much up here that pays any decent salary especially for a person over 50. I do however take offense to the fact that so many of these vacation rentals are bought by outside interests, it seems they have no concern for our community they are definitely just in it for the money. They are the ones buying up most of the properties because they have the Deep Pockets. I would like to see a limit of only two properties per family or person who actually live in Mariposa or the nearby community in one of the homes. No more allowing outside investors to come and buy up everything. This is definitely gotten out of hand and it is hurting people like me who are good hosts and definite residents. I would also like to add that it is always put on the shoulders of the short-term rental and hotel community to carry this town with our tax revenues. It's about time we were recognized for this and that no more is heaped on us to keep this community funded. Let's face it, it's not the restaurants or the grocery store. It is getting to the point where there is so much tax that it turns people away from renting our properties. Thank you for reading this and taking it into account. Sincerely, Susan Hamilton

Attachment: Hamilton - Rentals in B&B in Mariposa (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

From: jdakmc@gmail.com
To: Board Clerk
Subject: Vacation Rental Industry
Date: Monday, September 26, 2022 8:10:49 PM

Some people who received this message don't often get email from jdakmc@gmail.com. Learn why this is important

To Whom it May Concern,

While we do not own any vacation rentals in Mariposa County, we are homeowners. As a homeowner we should have the right to rent our home/property as we wish. We do not believe the government should be interfering with the homeowner and telling us how or to whom we rent our home. We believe in less government control, not more. We understand we live in a poor county, however those that have the opportunity and means to offer vacation rentals should have that freedom of choice to do so. Enforcing restrictions /mandates to ensure rentals are available to those that cannot or choose not to own their own home onto those that have worked hard to be able to offer a vacation rental, is giving the government control over a homeowner that they should not have. We support the freedom and right of each individual property owner to choose how to manage their properties on there own without the control of the government.

Thank you.
Daniel and Darla McAlister
Mariposa County homeowners

Attachment: McAlister - Vacation Rental Industry (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

From: jdakmc@gmail.com
To: Board Clerk
Subject: FW: Vacation Rental Industry
Date: Tuesday, September 27, 2022 4:26:20 PM

Some people who received this message don't often get email from jdakmc@gmail.com. Learn why this is important

If I could also add the fact that the county is very dependent of TOT's, and much of that comes from vacation rentals. With restrictions or cut backs on them, how would the county recoup the lost revenue?

Thank you.
Daniel and Darla McAlister

From: jdakmc@gmail.com <jdakmc@gmail.com>
Sent: Monday, September 26, 2022 8:11 PM
To: board-clerk@mariposacounty.org
Subject: Vacation Rental Industry

To Whom it May Concern,

While we do not own any vacation rentals in Mariposa County, we are homeowners. As a homeowner we should have the right to rent our home/property as we wish. We do not believe the government should be interfering with the homeowner and telling us how or to whom we rent our home. We believe in less government control, not more. We understand we live in a poor county, however those that have the opportunity and means to offer vacation rentals should have that freedom of choice to do so. Enforcing restrictions /mandates to ensure rentals are available to those that cannot or choose not to own their own home onto those that have worked hard to be able to offer a vacation rental, is giving the government control over a homeowner that they should not have. We support the freedom and right of each individual property owner to choose how to manage their properties on there own without the control of the government.

Thank you.
Daniel and Darla McAlister
Mariposa County homeowners

Attachment: McAlister - 2 - FW_ Vacation Rental Industry (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa

From: ronald skelton
To: Board Clerk
Subject: Why so many vacation rentals???
Date: Wednesday, September 28, 2022 6:32:54 PM

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The numbers of vacation rentals seems to be growing all the time here in Mariposa County...Why? A property owner with a rental unit on it can make lots more renting by the night or week, than by the month. ..(and with less likelyhood of 'damage' to the property than long -term renters may inflict...).

Frankly...if a person owns a small cabin, it could be rented to tourists for only a few nights a month and make much more than could be made by renting it, long-term, to many of the workers in this county. Generally speaking,...wages are lower here than in many other areas in California...even for skilled workers. This situation makes it difficult for workers to find suitable, affordable housing here, ...therefore, an employer with a business often has to provide housing for the workers of that business. And...frankly...some of the housing provided for seasonal workers is of very poor quality...and makes it difficult to find employees who wish to become skilled, full-time employees.

This situation also makes it difficult to find even part-time helpers in stores and smaller businesses here in Mariposa County.

This is true of even finding employees for jobs requiring higher skills and/or education. People attracted to moving here due to the climate, beauty of the outdoor attractions, safety of the schools compared to the city schools, etc., often have to first locate appropriate, affordable housing before moving here. The owners of any cabin or house which is even temporarily not occupied, will be 'spotted' by those searching for housing...and the owners will be contacted about renting that house on a long-term basis. All of us know that long-term renters are always a 'risk'...it is difficult to 'evict' even destructive renters, and those who irritate the nearby neighbors, or do not regularly pay their rent.

The various 'faucets' of this situation are one of the major reasons there are so many vacation rentals, and so few, good, affordable rentals for workers in this area. This situation also contributes to the low wages of so many workers...as they are also dependent upon the housing for their families provided by their employer...and this housing may not be even 'up to code', or very crowded...but it is often better than the workers could have found, or afforded, elsewhere.

What is the solution??? We need the part-time, seasonal workers here...and we need decent housing opportunities and jobs with decent salaries for them.

The quality of housing situations should be checked on for seasonal and part time employees... (some of the 'dorm' situations in Yosemite National Park should be studied.)....A good worker is worthy of his/her hire...and should be treated fairly.

Attachment: Skelton - Why so many vacation rentals (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

Sincerely, and with concern for the workers in this area,
Liz Skelton, long time resident of this county...retired Mariposa County High School teacher, and now the owner and operator of a traditional bed and breakfast...
and have found it difficult to find helpers to do the cleaning, etc...due to the conditions here for lodging

From: Sage Stone
To: Board Clerk
Subject: Comments for Vacation Rental Meeting
Date: Wednesday, September 28, 2022 8:04:52 PM

Some people who received this message don't often get email from sage.s.stone1@gmail.com.
Learn why this is important

My family has been living in the Mariposa area since the 60s, and has worked hard in the community as pastors, CalFire firefighters, nurses, contractors, and probation officers. Over time, they earned enough money to buy homes and contribute to Mariposa's tourism economy. Two of my aunts and uncles and two of my cousins live, own, and operate vacation rentals in the county. In doing so, they have supported local businesses to set up and maintain their vacation rentals, including electricians, plumbers, general contractors, and cleaners, not to mention the local restaurants, shops, events, and organizations that their guests have patronized. Just this year I myself earned enough to buy a home that I hope to use as a vacation rental part time to help support my growing young family. I look forward to being able to share that with visitors who help contribute to the local economy.

It is frustrating to hear the county now treating my family's means to make a living as unwelcome. Mariposa depends on tourism. It is the county's chief source of economic activity. By tightening the rules on vacation rentals, it will only serve to make accessing Mariposa's economic lifeline even more difficult. Nearly every business that isn't directly oriented to tourists interacts with those in the vacation rental industry. Vacation rental owners are the people that buy lumber, replace windows, and set up drywall. They are the people that support local artists by buying paintings and decor. They are the people that send tourists to Mariposa's restaurants, markets, and shops.

If the county is concerned with loss of community housing stock, why have they not encouraged the behaviors that would ease the building of additional housing? The county should subsidize building of cheap, affordable housing. If it does not have the money for direct subsidies, why not ease the tax and permitting consequences for putting up a trailer, mobile home, or building granny flats/accessory dwelling units? Why is it so difficult to put a trailer or a mobile home on your property? It is either prohibited or prohibitively expensive for so many properties to add an additional dwelling on a parcel for no reason whatsoever. If you have more than an acre of land, it's not an imposition to allow someone to put a mobile home or trailer on it and rent it out.

As an example, my parents have considered putting up a trailer or a mobile home next to their home to generate additional rental income. They need only to take down their workshop structure first, which now serves no purpose to them. But getting the permitting from the county for tearing down their existing workshop is so arcane and expensive that they have put their plans on hold. That's another cheap rental unit for community members that is lost.

Attachment: Stone - Comments for Vacation Rental Meeting (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa

From: Yosemite West Real Estate
To: Board Clerk
Subject: Vacation Rentals - Oct. 4 Agenda Item
Date: Thursday, September 29, 2022 1:47:25 PM

Some people who received this message don't often get email from ywre@sti.net. Learn why this is important

To All Members of the Board of Supervisors:

Whenever addressing an issue, it is important to determine the **root issue** which needs to be addressed; otherwise, any solution ends up merely being a temporary patch, while the main issue itself remains unresolved.

Some of the possible issues to consider are:

a. Lack of low-cost housing

b. Lack of workforce housing

c. Lack of housing for residents whose homes were damaged/lost in Oak Fire

d. Concern about the concept of community

e. Home construction levels insufficient to meet demand

f. Conversion of full-time usage to short-term usage (vacation rental *or* personal vacation retreat)

The lack of low-cost housing, whether for rent or for purchase, exists Statewide and partially results from high demand and low supply. Increasing interest rates will exacerbate this, as a $450,000 property purchased strictly for investment (i.e., rental to others) will have a monthly principal & interest payment about $2,075, with another $500/month for insurance and an additional $385/month for property taxes, for a 'basic' monthly cost of roughly $3,000 (not including maintenance/repairs).[1]

Vacation rentals cannot be treated as a 'broadbrush' in Mariposa County; homes in areas such as Yosemite West, Wawona, and Fish Camp are priced too high to be affordable as monthly rentals (insurance costs alone run $800 to $1200/month or more – and will be increasing again due to insurer needs because of Hurricane Ian payouts). These particular areas do have vacation rentals as a 'best use' for the County, including TOT revenue.

Attachment: Yosemite West Real Estate - Vacation Rentals - Oct. 4 Agenda Item (13410 : Discussion and Direction on the Vacation Rental

Attachment: Yosemite West Real Estate - Vacation Rentals - Oct. 4 Agenda Item (13410 : Discussion and Direction on the Vacation Rental

There is an economic slowdown currently being experienced, which will likely significantly reduce demand for vacation rental occupancy (and overall tourism) throughout the foothills/lower mountain regions. It is my expectation that we may see financially-vulnerable property owners either change usage of vacation rentals to full-time rentals *or* place those homes on the market for sale. In the past economic downturns, vacations tended to continue but weekend getaways/non-essential spending tended to be curtailed. With tech companies downsizing in the Bay Area, this may place some of our out-of-area property owners (with vacation rentals) in a difficult position, should vacation rental demand for their area of the County diminish.

Since many of these vacation rental owners purchased with the idea of their property eventually becoming their retirement homes, it may be wise to offer them an opportunity to convert their homes to full-time occupancy for a period of time (say, five years) and give them an incentive, in allowing the home to revert back to a vacation rental during that time without having to go through the full TOT inspection/application process, as long as it is still owned by the same family (i.e., individuals to/from their trust, to spouse, to children). This may be effective, particularly in the foothill and lower mountain region where there is a greater need for long-term housing.

There are many other out-of-area property owners who have purchased homes as their vacation retreats, until such time as they retire. You may wish to reach out to these homeowners and see if they would be willing to rent to full-time occupants for a year or two (they can then renew leases for future years). This is a short-term 'fix'; many of these owners wish to maintain exclusive use of their property.

Mariposa County has a number of Town Plan Areas; these allow individual communities to address vacation rentals and have done so over the years. Individual TPA committees are the obvious choice to address vacation rentals within these areas.

Rather than focusing on 'vacation rentals', it seems to me that the actual problem is **lack of housing,** followed by **lack of affordable housing**. There are several different aspects which relate to this:

- Insufficient number of contractors available (problem expected to increase year-by-year for foreseeable future)

- High cost of construction, including costs for permits, fees, and County/State mandates (not saying mandates are inappropriate – just noting they add much to the cost, eliminating 'affordability')

- County requirements, whether Zoning, Planning, or Building (density/acreage/location)

Possible solutions for increasing housing within Mariposa County:

- Encourage construction of ADUs in foothill regions; make people aware of opportunity to add unit to their property. Many people are not aware of the recent State law change in this area.

- Offer permit/fee credits on property tax bills if new home/unit is occupied by a full-time resident (as their sole address) for three years following Certificate of Occupancy. Could credit each of three years or once at end of three years (3 years used as an example).

- Revisit parcel sizes in General Plan; create more parcels, have more homes built. Consider requirements (water/wastewater/utilities/road access).

- Consider allowing "carve out" of 2-, 3-, or 5-acre parcel from larger parcel (20+ acres) *if* located on a paved road (only one "carve out" per large acreage parcel).

- Include employee housing units as part of larger developments (examples from Fish Camp: Tenaya Lodge Explorer Cabins project, Silvertip Resort Village); if development will require a substantial number of new employees, then including housing as part of that development may need to be a requirement. Housing could be on-site or off-site; could be owned by development and rented to staff or public, or housing could be built and then sold.

- To have **more housing units**, **all** County policies need to be development-friendly. Restrict development if you wish—but realize that **also** restricts housing construction – and that limits housing supply, increasing demand/pricing.

- Consider encouraging manufactured home parks (full-time residential occupancy only) to be created in Mariposa vicinity. Note that costs of manufactured homes on Merced dealer website **currently** range from $90K (2/1, 747 sq ft) to $177K (4/2, 1760 sq ft) for units alone (additional costs add to price of having completed

Attachment: Yosemite West Real Estate - Vacation Rentals - Oct. 4 Agenda Item (13410 : Discussion and Direction on the Vacation Rental

home in place). While *more* affordable, these still would not be *inexpensive* housing.

Construction costs are likely to continue rising, as costs of materials continue to increase. Besides the inflation aspect affecting prices in general, the extreme demand for construction materials due to Hurricane Ian (not just destroyed homes, but those with water damage will need to be gutted and rebuilt) will push prices to very high levels, as well as limit availability.

Please remember that vacation rentals contribute to the local economy in numerous ways – they not only bring in TOT revenue to the County itself, but retail sales to local businesses and employ local residents. They form a significant part of Mariposa County's tourism-based economy. The solution is to find more ways of adding housing units to Mariposa County – and especially in the foothills/lower mountain areas -- rather than put a damper on one sector of the tourism industry. Do know of plenty of out-of-area property owners who wish to retain the ability to utilize *their* property for *their* vacations/retreats and have no interest of renting full-time, since that excludes them from coming/using their property. They contribute *more* to the local economy when allowing use as a vacation rental, rather than having the property sit idle unless they are using it themselves. Preventing those property owners from use as a vacation rental will remove that property from use by anyone other than the owners, meaning minimal economic contribution annually, versus allowing it to be a vacation rental, with subsequent guest expenditures, local cleaner revenue, County TOT and sales tax revenue, etc.

Thank you for considering these points.

Debra Kroon

Property Owner, Yosemite West

Broker-Officer, Realtor – Yosemite West Real Estate, Inc.

Serving Mariposa, Midpines, Yosemite West, Wawona, Fish Camp,

as well as eastern Madera County

[1]$450,000 purchase price, 75% LTV ($337,500 loan), 6.25% interest rate, 30-year loan, fixed rate; $2,078.05 per month, not including property taxes or insurance. Second-home insurance estimated at $6,000/year. Property taxes $4,655.50 first year, not

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including CSD or other property-specific charges. Utility costs not included.

Attachment: Yosemite West Real Estate - Vacation Rentals - Oct. 4 Agenda Item (13410 : Discussion and Direction on the Vacation Rental

From: William Brandle
To: Board Clerk
Subject: The impact of the vacation rental industry in Mariposa County
Date: Monday, October 3, 2022 2:14:20 PM

To the Mariposa Board of Supervisors and Other Mariposa County Stakeholders:

I have been following the discussion about the housing crisis in Mariposa County and have attended housing meetings in the past. The current issue, as I understand it is the number of people converting their monthly rentals into vacation rentals.

As a resident of Mariposa, a monthly rental owner (3 properties), *and* a vacation rental owner, I believe I have a very valuable and unique perspective to share with you.

The biggest contributor to favoring a vacation rental is the lack of protection for the owner of a monthly rental. There is very little recourse to the property owner when a renter stops paying rent or causes extensive damage. Evictions for non-payment of rent can take up to months (the mortgage company doesn't stop asking for their payments during this time), the Sheriff cannot prosecute a tenant for theft, the insurance company puts incredibly restrictive rules on reimbursement and even a judgment by small claims court does not mean you will obtain reimbursement of your damages.

In the last 15 years, I have experienced **almost $100,000 in damages and unpaid rent from my monthly rental properties** including just three examples:

- A tenant who stopped paying their rent. When I finally had them evicted, I discovered that they had stolen an entire HVAC system and bathroom fixtures and had caused extensive damage to cabinets and windows. This was $52,000 in damages.
- Another tenant had dogs in violation of her rental agreement, but hid them by keeping them inside where they urinated and defecated inside the house to the extent that not only the carpet was ruined, but the subflooring as well. That totaled $16,000 in damages.
- A third tenant stopped paying her rent and after 5 months of attempting to get an eviction, I offered *her* $1000 to leave. She had resisted the eviction saying she had no other place to live and yet had moved out within days of the cash offer.

In contrast, during that same time frame, along with the regular small assortment of broken wine glasses and ruined towels, the vacation rental has only had a broken window, a burned-up BBQ grill and a damaged vintage lamp shade. *All three of which were promptly*

Attachment: Brandle - The impact of the vacation rental industry in M... (13410 : Discussion and Direction on the Vacation Rental Industry in

reimbursed within 48 hours from the booking agency's insurance.

My vacation rental is a historic home and landmark in Mariposa, serving as a stagecoach for travelers to Yosemite back in the 1800s. I would *never* consider making it a monthly rental home in light of the damage and disrespect that tenants have shown to the homes that they themselves have to live in, even if they don't own it.

My vacation rental guests are families and groups of friends who love and respect the property. They often report damage to me right away, even for little things like wine glasses. They leave the home clean and without destruction.

On the negative side, vacation rentals are a lot of work. It's hard to find good cleaners, you're constantly buying supplies, replacing towels, glasses, etc., and you get a lot of late night phone calls from guests who can't figure out how to use the key box, tv, thermostat, or that are stuck in the snow (true story!), have a flat tire, or are upset about something the cleaners missed.

When run correctly, with the total guest experience in mind, vacation rentals are far more bothersome and hands-on work than monthly rentals.

And yet, even when taking into account the booking fees, TOT fees, the maintenance, the hassles, and all the costs, vacation rentals are still more profitable than a monthly rental for ONE SINGLE FACTOR:

> There is NO real protection for rental property owners and no accountability for monthly renters who don't pay rent, damage or even steal property, and lie about pets, smoking, and additional residents.

Until there is real protection for monthly rental property owners and actual accountability for monthly renters, vacation rentals will always look more appealing.

Many years ago, renters were often taken advantage of and not treated well by some landlords, and protections were needed. But now, the pendulum has swung so far to the rights of the renter, that much of the incentive or desire to invest in monthly rentals has disappeared.

Just my two cents. I will be at the meeting tomorrow if you have any questions.

Kind regards,

William Brandle

Attachment: Brandle - The impact of the vacation rental industry in M... (13410 : Discussion and Direction on the Vacation Rental Industry in

From: noreply@civicplus.com
To: Rene LaRoche; Tracy Gauthier; Danielle Bondshu
Subject: Online Form Submission #12342 for Public Comment on Board Items
Date: Friday, September 30, 2022 6:57:13 PM

Public Comment on Board Items

Public comment on Board of Supervisors agenda items can be provided via this form or from the meeting website located at http://www.mariposacounty.org/bosagendas.

***Please indicate the item that this comment applies to, and keep your comments to under 2000 characters (approximately 400 words.)*
***Please note that all comments received will be distributed to the Board members and attached to the Minutes following our normal procedures.*
***The County bears no responsibility for delays caused by lapses in internet service, consequently, we suggest that you submit your comments early to allow for potential delivery lags.*

NAME (Not Required but helps with the Minutes)	Theresa Cook
Please Indicate the Item this comment pertains to:	Short term rentals in Mariposa County
Your position on this item:	Support
Your comment for this item: (Please note: This form is limited to 4000 characters which equals approximately 500 words. Longer communications should be emailed to board-clerk@mariposacounty.org.)	Let me begin by saying that it is my belief we live in a capitlistic country and owning property (in reference to homes and land for the purpose of this letter) is a right and privelage for hard work. Home ownership does not come easy and as long as homeowners are not breaking any laws what they do with their home should be at the homeowner's discretion. As a Ca. resident my whole life, the last decade has seen many rights being taken away, while renters have an abundance of rights, to the detriment of the homeowner. Let's begin by talking about renters. Once a renter is in your home, if they cannot pay rent, it takes months or years to get them out. With the recent pandemic it has gone to an extreme and the court favoring the renter more so than the homeowner (who may or may not have a mortgage that they still have to pay.) On top of that I have seen many homes destroyed and thrashed by renters, who again you cannot get out because they have more rights. Let me ask why I as a homeowner who has jumped through all the county hoops to build a vacation rental should be told what

Attachment: Cook - Online Form Submission #12342 for Public Commen... (13410 : Discussion and Direction on the Vacation Rental Industry in

I can or can't do with my home.

We worked hard, bought land, and built our house. We decided it was time to retire. Again worked hard, bought more land and built another house as an AIRBNB for supplemental income in our retirement. No one is stopping anyone from doing this same thing. I challenge you to think about the fact that if you take away vacation rentals and force them into rentals, do you feel owners will comply or sell and walk away to another county where they can use their home as they desire. Ca is systematically putting their will upon us the people.
I understand there is a housing problem as there is throughout most of Ca. This is not a new problem to Mariposa and especially not a new issue for mountain communities or communities that offer ammenites, such as Yosemite, Sequoia or beaches, etc. So what can we do to help.

I personally would rather see the county somehow implement (using a percentage of tot tax maybe) programs that allow homeownership to residents that work and reside here. Low or no down payment options. Or build another apartment complex for anyone -not just low income.

Another thought, I do not know if this is legal or not but I have seen other counties implementing rules that you must reside in the county which you are renting out a vacation rental. That may help out of town corporations and more wealthy investors from taking over the area.

I am very curious to know how many rental units are available in Mariposa County and how many Airbnb are there? Also how many rentals would be enough to satisfy the need for housing? Will there ever be enough, if you build it they will come. When we moved here 9 years ago, building was so easy, but in recent years the building process has become more like a big city, codes and costs are crazy and very time consuming. If you want to build more housing, streamline the process.

My last point at this time: is the county really prepared to lose tot tax to rental units. How much does the county make in tot tax each year? How much revenue will be lost? I know there are many people who want to tell people what to do with their homes but I would ask have they had to spend $20,000 repairing a damaged home, or thousands in legal cost to get renters out. Are these people paying property tax and tot tax each year, creating revenue for a county that needs it?

Attachment: Cook - Online Form Submission #12342 for Public Commen... (13410 : Discussion and Direction on the Vacation Rental Industry in

Please consider that I am just one of many many people who feel this way. Many people will not say anything but I can guarantee I am not alone in these thoughts. Preserve my right to use my home/property as a business to live and supplement retirement with ever increasing cost of living.

I welcome the chance to express my views in person, but I am working hard to live and thrive in a community I love.

Email not displaying correctly? View it in your browser.

From: Jim Evans
To: Board Clerk
Subject: Public Comment Item D.1
Date: Sunday, October 2, 2022 7:56:48 AM

Some people who received this message don't often get email from owenevan@sti.net. Learn why this is important

Board of Supervisors:

I urge you to adopt a $10/night "Local Housing Impact Fee" on Short Term or Vacation Rentals as mentioned in your agenda packet. The General Plan Housing Element gives you the authority to manage the local housing crisis which has impacted almost every facet of life in the County.

As you discovered during the construction of the Creekside Terrace Apartments, affordable housing is very costly. A dedicated local Housing Trust Fund utilizing the Local Housing Impact Fees provides a vehicle to address the local housing crisis whether it be new housing construction or rehabilitation of substandard housing. The Housing Trust Fund could be used for infrastructure development, reducing the cost of existing water/sewer facilities (once you own/rent a house, you must have water and sewer, so it's a housing cost), as well as other housing-related uses.

I urge you to adopt this Local Housing Impact fee to create a Housing Trust Fund. If you adopt this fee, I would recommend that you dedicate this fund via ordinance or other means so that it can be used to borrow funds and add a Cost of Living Adjustment measure so that the Housing Trust Fund can keep up with the ever increasing cost of housing.

I appreciate your addressing the local housing crisis and the ability to comment on the impact of Short Term Rentals.

Sincerely,
Jim Evans

Attachment: Evans - Public Comment Item D.1 -PDF (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

9/30/22

From: David Holland-Moritz, Fish Camp
To: All members of the Board of Supervisors
Re: Vacation Rental Discussion 10/4/22

You recently invited the public to an October 4th discussion

> "...regarding the vacation rental industry in Mariposa County and its impacts on our residents and economy. County Administration is bringing forward an item to discuss physical and economic characteristics, loss of community housing stock, and possible mitigation measures."

Even the casual observer should by the words above suspect that County Admin is seeking justification for a conclusion it has (apparently) already reached. That presumptive conclusion appears to be that the singular entity of the "vacation rental industry" in Mariposa County:

- only impacts its residents and economy negatively;
- is somehow a primary cause of a "loss of community housing stock";
- and that therefore the Board must consider imposing further "mitigation measures" upon it.

Apparently no other industry or sector is worth considering in this "discussion" since the agenda item specifically targets the "vacation rental industry" alone.

The observant will wonder why County Admin is so exclusive in targeting its "possible mitigation measures." Why only the "vacation rental industry?" Are no other factors significant? Are no other sectors relevant, or able to contribute to a solution? Are vacation rentals as a class even a significant factor at all?

The Board's own 2019 Housing Element research addresses this question directly, and clearly shows that the problem, and therefore its solution, is just not that simple. That document alone directly refutes any assertion that "mitigating" vacation rentals in Mariposa County can solve its housing deficit. So why then does County Admin now target them so exclusively?

Sadly this latest assault on the rights of private property owners is not unique to this county alone. But that fact does not in any way justify it. Indeed it is now a national trend; driven there by deep-pocket special interests seeking to eliminate disruptive competition and protect their exclusive markets. We can only hope that this Board will not be similarly influenced; thereby forsaking the constitutional rights of the private property owners who are their own constituents.

Community Impacts

A common characteristic of these assaults on private property rights nationally has been an almost exclusive reliance on anecdote, fear and innuendo over facts and rational reasoning. We hear stories of the unfortunate neighbor suffering the "Airbnb guest from hell," but without context or balance of any kind. Complaints of excessive noise, trespassing or other bad behavior are routinely no less anecdotal. They rarely come with any critique, analysis or balance; substantive, objective data such as actual dates, frequency or context. Yet lawmakers across the country routinely still accept these unsupported anecdotes as prima facie evidence of a terrible blight on the community that must be stopped.

Our Board should take care that they themselves are not swayed by anecdote, fear and innuendo. Their actions must be based only on objective facts and balanced, rational reasoning. We are counting on you.

Attachment: Holland-Moritz comment on VR item. (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

One glaring fact so often brushed aside is that county law typically makes a bright-line distinction between "short term rentals" (i.e. less than 30 days) and any other duration (legally assumed to be "long term"). Practically, the **only** distinction between the two is length of stay.

Yet routinely, legislation targeting "vacation rentals" as a rule only targets short term rentals (often managed by individual property owners) and yet also routinely exempts or otherwise excludes hotels and motels – which are no less "short term" under the law and may still include single-family units that are functionally no different from a "vacation rental" otherwise.

The excuse for such legislation is that "vacation rentals" are causing a blight upon the community (e.g. noise, trespass, or other bad behavior) while ignoring similar problems also occurring in long term rentals. And as a rule these ordinances **never** apply to long term rentals. Why so?

The elephant-in-the-room implication behind this nonsense is that somehow renters (i.e. people) magically transform from an evil blight to a nice neighbor -- as long as they rent for at least 30 days.

This is of course pure fiction. The obvious fact is that there are just as many bad long-term renters as there are bad short-term renters, because people are people and the length of their stay has very little to do with their personality or the choices they make.

Mariposa County is no different from any other county in this respect. As a rental property owner for 25 years, and a Fish Camp property owner for more than 12 years I can state factually that by far the greatest number of "disturbances" come not from vacation rental guests, but from actual property owners and long-term renters. This includes un-neighborly conduct, wild parties, noise, trespass, and even the need for law enforcement. I've seen it all.

Should anyone be surprised at this? Again: people are people. Some are nice, some are considerate; some not so much. Either way, how long they are resident has very little to do with it. And given the actual circumstances for vacation rentals in Mariposa County (typically a family or small group on vacation to Yosemite), why should we ever expect **those** short term renters to be **more** likely to cause trouble than ones staying 30 nights or more? Simple common sense tells us the opposite will be true. And so it really is – as we see generally and yes also on my street in Fish Camp.

What **does** matter most for community peace and harmony is responsible, engaged property ownership - period. The homeowner as well as the landlord (short or long term) who cares about their property and their neighborhood will tend to treat their neighbors fairly and make sure their tenants do not behave badly. One who is disconnected may not.

Now ask yourself: which is more likely to be engaged and responsible: a remote landlord of a long-term rental, who only expects to collect monthly checks, or a vacation rental business owner who's primary goal for success is for every guest to leave a 5-star review?

Truly effective legislation must focus on promoting responsible property ownership, regardless of whether or not it is rented or for how long. And any legislation that applies to vacation rentals but not also simultaneously to long-term rentals is simply not rational at best, and more likely motivated by some hidden agenda **other** than actually, effectively improving a community's quality of life.

Attachment: Holland-Moritz comment on VR item. (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

The Housing Problem

Regarding the very real housing deficit in Mariposa County, I find it ironic that County Admin chooses to describe private property as "community housing stock" – implying that the Board has some duty to ensure that all housing in the county is used for the benefit of "the community" -- instead of for the benefit of the individual property owners who are their constituents.

Besides being ethically dubious, I believe the taking of private property (or aspects of its economic value) for public benefit without just compensation is, quite literally, unconstitutional.

Putting that issue aside though, observant minds still must wonder why County Admin seems to believe that the "vacation rental industry" is somehow a cause of that deficit, or that "mitigating" that industry one way or another can ever be an effective means of easing that deficit.

According to a 2020 article in the Mariposa Gazette:

> "Currently, there are about 7,200 single family homes in Mariposa County. There are another roughly 2,400 mobile or manufactured homes, around 530 duplex units and 309 units in larger apartment complexes…"

That same article states that Mariposa County has the third-highest vacancy rate in California, estimated at around 25 percent.

> "Goger said "vacant" can mean homes for sale, homes for rent, unoccupied homes and, the big one, second homes. Those second homes include both houses that are actually second homes for people as well as vacation rentals.
>
> "According to Goger, the statistics reveal there are about 700 actual vacation rentals in the county. The other half are second homes, many belonging to people from the Bay Area or Southern California. In many cases, those people buy the homes and continue to work in the metropolitan areas with plans to eventually retire to Mariposa County."

With a total of approximately ten thousand housing units county-wide, barely 7% are currently "vacation rentals." The rest are either occupied full time (roughly 75%) or vacant but not rented (18%), either because they are not able to be rented, or because the property owner **chooses not to rent it.**

Presumably, any "mitigation" by the Board of the "vacation rental industry" that seeks to ease the housing deficit must (one way or the other) cause short-term rentals to become long-term rentals.

Even if the Board were to enact some such legislation that targets only "vacation rentals," and assuming for now that it was so effective that every single vacation rental were to become a long-term rental, the net benefit to the county's housing deficit could **never** under any circumstances be more than about 7%. And we all know that no such legislation would ever be even close to 100% effective.

If the actual history of my street in Fish Camp is at all representative, that actual percentage will be very close to zero. Of the eight homes that I know of which have changed status in my 12 years there, three are vacation rentals, two are private use only, and two changed from a vacation rental to private use. Only one of those eight went from private use to "long term" rental, and that was only offered on a temporary, monthly, emergency basis. Thereafter it returned to private use.

Attachment: Holland-Moritz comment on VR item. (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

Clearly, most property owners are just not interested in renting long term. The "vacation rental industry" has nothing to do with that reality.

Any "mitigation" that seeks to limit the "vacation rental industry" cannot improve the county housing shortage in any significant way. Moreover it would most likely have **exactly the opposite effect** in practice – because it will simply remove potential long-term rentals from the rental market entirely.

There are only a few things a property owner can do with residential real estate:

1. they can live in it themselves full time;
2. they can hold it privately (and largely unoccupied) as a second home;
3. or they can rent it out (either short or long term).

With respect to easing a housing deficit, the first option is irrelevant; any home purchased and occupied by its owner full time is clearly not available as "community stock" (unless perhaps that new owner also happens to be a currently unhoused member of the community). And any Board action applied only to the "vacation rental industry" could not possibly change that person's ability to purchase that home.

As the Gazette article notes, option two is nearly as common as those operating a vacation rental, if not more so. These property owners have made a conscious decision to **not** rent out their second home. Therefore they are also not part of "the vacation rental industry," and again, any Board "mitigation" of that industry would not affect them in any way whatsoever. It certainly would not somehow entice them to **start** renting long-term.

Importantly though, those second home buyers **will** continue to purchase and hold property in Mariposa County because (like all of us) they too want to enjoy the benefits that this beautiful county offers -- and they have the means to afford it. Housing prices will remain high as long as the demand is there to support those prices. Any Board action to "mitigate" the "vacation rental industry" will change none of this.

Owners willing to rent are clearly the **only** property owners relevant to easing the housing deficit. Therefore when seeking a housing deficit solution, they are your friends, not your enemies!

It appears to me that County Admin would like to either encourage or coerce these property owners to choose to rent long term instead of short term. If the Board were in fact to encourage rather than coerce, that action might actually help ease the housing shortage **somewhat** -- because some small portion of those owning the 7% of houses now renting short term might make a business decision to take advantage of the incentives offered. Yet the term "mitigations" strongly suggests to me that County Admin will only propose further restrictions, not incentives. To believe that such restrictions would result in **more** long term rentals is just magical thinking.

TL;DR

Rental owners already have the choice of renting long term instead of short term. It is pure fiction to assert that adding more restrictions to the local "vacation rental industry" will somehow coerce rental business owners to switch. Those restrictions will simply chase current rental owners (and new owners as well) away from the rental market entirely – including long term.

And while further County restrictions on vacation rentals may very well succeed in reducing competition in the hospitality sector, further restrictions cannot improve community quality of life, or ease the current housing deficit in any meaningful way. However any such restrictions **will** necessarily take from Mariposa County property owners significant economic value they currently have, while providing no just compensation in return.

Attachment: Holland-Moritz comment on VR item. (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

From: [redacted]
To: Board Clerk
Subject: from Lachs
Date: Monday, October 3, 2022 12:51:51 PM

Some people who received this message don't often get email from [redacted]. Learn why this is important

We just received the "Vacation Rental" printed discussion documents from the Board of Supervisors.

We will read it this evening. We understand there will be some kind of zoom accessibility so we have a choice.

Concerns:

This concerns private homes and businesses so what would be the interests of the Mariposa County in our private affairs?

If an entity runs a vacation rental they bring jobs to individuals in the area who want to work.

Many families and groups prefer a home to stay in while they visit an area.

Bed tax supports the county with money.

Vacation homes are a different kind of draw vs hotels.

Some owners of homes use their home part time and rent part time.

Some home owners might be open to renting for longer stints, but there has to be protection to prevent them from what the current administration is doing=letting the renters not pay out of hardship which causes loss of property and damage.

In some areas rents are sometimes capped and that does not help the home owner as outsiders do not know all the circumstances.

No one wants deadbeats in their home nor people who do not respect the property.

Our home is for retirement.

Sincerely,
The Lachs

Attachment: Lach - Comment on D.1_Redacted (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

From: Evelyn Nichka
To: Board Clerk; Nichka Evelyn M.
Subject: Vacation Rental in Mariposa County
Date: Monday, October 3, 2022 2:32:09 PM

[Some people who received this message don't often get email from e[redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Dear Board of Supervisors,
I have 2 vacation rentals at [redacted] E Westfall Road in Mariposa. I have owned my property for over 4 1/2 years. I am a voter in Mariposa County as my long-term goal is to move into my home when I retire. I am currently using my home and converted garage as vacation rentals in order to pay my mortgage and miscellaneous expenses. As you know, fire insurance is ridiculously high and I would not be able to own my property without using it as a vacation rental to pay my expenses.
I respectfully request to continue to be able to rent my property for vacation rentals as long as I desire. Another advantage for me using my property for short term rentals is that I am able to schedule time to stay on my property myself and with my family. If I was forced into long-term rentals this option would not be available to me.
One approach for providing more long term rentals is to cap the number of vacation rentals in Mariposa County to a certain number or percentage of homes.
Also, if for some reason you chose to limit short term stays to hotels/motels only, you would be robbing local residence of an ability to subsidize our income.
Thank you in advance for your consideration.
Sincerely,
Evelyn Nichka
[redacted]

Attachment: Nichka - Vacation Rental in Mariposa County_Redacted (13410 : Discussion and Direction on the Vacation Rental Industry in

From: Kimberley O"Neil
To: Board Clerk
Subject: Public Comment Item D.1. Administration for 10/4/2022 BoS meeting
Date: Monday, October 3, 2022 11:41:40 AM

[Some people who received this message don't often get email from info@mockandoneil.com. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Please add my comments to agenda Item D.1. "Discussion and Possible Direction on Short-term (Vacation) Rentals in Mariposa County."

To add to the informative 9-page "Short-Term (Vacation) Rental Discussion and Possible Direction" document prepared by Dallin Kimble, it's helpful to look at a single community, Yosemite West where I have been a full-time resident and property owner for more than 20 years.

Kimble's document states the total housing units in 2022 was 9,531 and the total STRs was 804 (8.4%) with 740 certified and 64 submitted applications.

In Yosemite West, the total number of built parcels is 175 (excluding parcels under construction or site preparation for new construction). Yosemite West's built parcels are 1.8% of total housing units. (Please note there may be slight discrepancy between built parcels and total housing units; my calculations do not factor in duplexes or condos.)

However, Yosemite West's STRs of 157 (per Kimble) equals 19.5% of total STRs (based on 804) or 21.2% (based on 740), which far exceeds the total STRs of 8.4%. Of the total number of built parcels (175) in Yosemite West, I estimate that 111 parcels or 63.4% have STRs. (The difference between 157 STRs and 111 parcels likely represents parcels with duplexes or condos that have STRs.)

Basically, Yosemite West represents about 2% of total housing in the County yet has about 20% of STRs in the County, and about two thirds of Yosemite West's built parcels are STRs. At the community level, the number of and impact of STRs in Yosemite West are disproportionately greater.

While STRs may still be a desirable land use in the County, the business model of individuals and corporations building or acquiring houses near destination locations purely as income properties is not sustainable and their impacts are disproportionate.

I support regulatory action, including:

* Enact a moratorium to halt issuance of any new permits while the County's outside consultant further analyzes STRs' effects.
* Limit the total number of STRs in a community.
* Limit the total number of days per year a property is rented as a STR.
* Require STR operators to be primary residents.
* Ban STRs in residential areas unless the property is the operator's primary residence.
* Charge an annual fee for STR permits, if the County does not already do so.

Attachment: O'neal - Public Comment Item D.1. Administration for 10_... (13410 : Discussion and Direction on the Vacation Rental Industry in

* Levy fines per day for violations.

Attachment: O'neal - Public Comment Item D.1. Administration for 10_... (13410 : Discussion and Direction on the Vacation Rental Industry in

From: [redacted]
To: Board Clerk
Subject: Airbnb and Housing/Rental Issues
Date: Thursday, September 29, 2022 3:54:28 PM

Some people who received this message don't often get email from [redacted]. Learn why this is important

The reason we have long-term housing rental issues in Eastern Madera County is due to misguided government policies that violate Landlord rights, Extremist Environmental policies, and mismanagement of the AIRBNB movement.

The violation of Landlord rights:

More and more landlords are refusing to do long term rentals because the liberal/woke politicians have given renters far more "rights" than Landlords. To evict a renter who is delinquent on their rent is extremely difficult, expensive, and time consuming, sometimes taking up to a year or more to evict them. This disincentivizes a landlord from doing long term rentals. I have a neighbor who has been screwed twice like this in the past several years.

Environmental Extremists Policies

Environmental extremist and ACLU lawyers have turned our forest into fire traps and now we have hundreds of tree trimmers/loggers such as Arbor works and PG&E personnel renting homes and ABNBs. I'm happy these folks are here but this problem should never have been allowed to occur in the first place.
These environmental extremists have prohibited the thinning and logging from our forests for decades, which has resulted in extremely unhealthy tree ratios of more than 600 trees/acre vs a healthy ratio of 80-90 trees/acre. This has caused excessive tree mortality such as the bark beetle infestation, which has increased the fuel load and turned our forest into tinder boxes with catastrophic fires that pollute the environment, reduced the water table, decrease the water runoff from our forest areas, destroyed wildlife habitat and caused excessive erosion not to mention putting our local loggers out of business.

The oligarchy in Sacramento and DC have created and allowed these environmental Nazi extremists to destroy our forest, wildlife, jobs, and the homes of mountain folk all for an ideology of "saving the planet". Nothing about this movement is helping our planet or our environment.
Lack of Oversight and Mismanagement of AIRBNB
AIRBNB's have decreased the supply of long-term rentals. When someone buys a house, it is zoned residential NOT business. Zoning is a legitimate common-sense function of local government just like building codes. Zoning laws need to have local input, so they don't become politically motivated such as the environmental extremist have done, so it is a balancing act. Good zoning laws provide protection for both business owners and residential owners.
Running an AIRBNB is a business just like a hotel. As such it needs to be licensed and zoned as a business. It should be on property zoned commercial or at least on property where a conditional use permit has been granted.

Attachment: Pero - Airbnb and Housing_Rental Issues_Redacted (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa

The property in my area is all zoned residential. I don't want someone putting in an AIRBNB with strangers driving down my dirt road every day, partying and playing loud music all night and burning campfires in the middle of a fire season just because they are from the bay area and don't understand the fire issues we face here.
If you want to set up a Bed and Breakfast business, you need to get a Conditional Use permit from the county and notify all your immediate neighbors that you're going to be conducting a business, they can vote yeah or nay.

Letting the AIRBNB movement spiral out of control has been a failure of our local county supervisors and planning commissioners to see the impact this phenomenon would have on the community. It now needs to be reined in and residential property rights need to be respected.

_____

John M. Pero
Cell: [redacted]
Office: [redacted]

Attachment: Pero - Airbnb and Housing_Rental Issues_Redacted (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa

October 2, 2022

RECEIVED
OCT 0 3 2022
BOARD OF SUPERVISORS

Clerk

Mariposa County Board of Supervisors

P.O. Box 784

Mariposa, CA 95338

Re: Agenda Item: Vacation Rental Industry #D-1

As a homeowner living next door to a house operated by the Vacation Rental Industry, I strongly object to corporations being mingled in areas designated as residential areas for many reasons.

1. When you mix residential areas with businesses, zoning laws are blurred.
2. VRI are speculators, they are not invested in the community or the neighborhood.
3. Privacy of the neighborhood is invaded by strangers coming and going at all hours, who are indifferent to the tax-paying residents living next door or across the street, and their property.
4. Hosting VRI in residential areas causes economics to be out of whack! Local people looking to rent in Mariposa find little, if any, rental opportunities. If one should open up, it's usually unaffordable or unlivable because of supply and demand—fewer homes to rent, higher demand for rent.
5. Most important for the growth of the community is that young families starting out can't find affordable housing—the VRI scoop up all sales. How can families stay, raise their children here and attend local schools if they can't find housing in Mariposa.

My suggestion is to locate businesses in areas zoned for business. People, especially when they live close together as they do in town, want to know their neighbors, trust them, and help them if needed. Strangers coming and going in a neighborhood break that cohesiveness. Another suggestion is level a moratorium on the number of VRI's that can be established in town, or in other areas.

Respectfully submitted,

Geoffrey Squibb

Mariposa homeowner

Attachment: Squibb - comment on D.1 - VR (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

From: Carol Suggs
To: Board Clerk
Subject: Public comment D.1 Discussion on STR
Date: Saturday, October 1, 2022 10:21:57 AM

Madam Clerk of the Mariposa County Board of Supervisors:

Please pass this email on to the Board as comment on the short term rental discussion.

For full disclosure I own a vacation rental in town. It is currently being rented out as a long term rental. In the future I will be operating it as a vacation rental to help supplement my retirement. I also am part owner in a family ranch in Mariposa and I have worked for the county planning department for 16+ years. We were able to build our place and have the property that we have because of hard work and real estate investments that enabled us to call Mariposa our home over 23 years ago.

The facts have clearly been stated in the board item:

STR #s have increased substantially.

Housing stock has not increased and with recent fires has declined.

I think we all thought that the STR market here would eventually regulate itself as far as numbers go, that has not been the case and the number of applications that we see coming though my work at tge Planning Department have not slowed.

While I am for putting a cap on STR based on a percentage of current housing stock, I am also for finding ways to incentivize the right type of developments that will increase affordable housing.

Many say that they don't want growth but we need to grow our affordable housing availability. People that are working here need to be able to live here.

While it is not up to the Board of Supervisors to build housing, is there a way to earmark a portion of the TOT annual revenue to then go into a development investment fund, where along with perhaps some grant funds we could offer incentives to developers to create affordable housing?

Would there be a possibility that if incentives were used for development that a restriction could be placed on those units that they are prohibited from operating as a STR?

Just something to think about.

Looking forward to listening to the meeting on Tuesday and see what direction is given.

Thank you for bringing this very important topic up for discussion.

Regards,

Carol Suggs

Sent from my iPhone

Attachment: Suggs Public comment D.1 Discussion on STR - PDF (13410 : Discussion and Direction on the Vacation Rental Industry in

From: Ted Williams
To: Board Clerk
Subject: Public comment item #D.1 for 10/4/2022 BoS mtg: regarding proposed restrictions on new TOT permits
Date: Monday, October 3, 2022 10:59:10 AM

After reading all the comments on both sides of this important issue, I request that the Mariposa supervisors reject or modify the proposed ordinance to freeze issuance of TOT permits in Mariposa County.
The real question is whether property owners who choose to offer short-term rentals would instead offer long-term rentals if they were not allowed short-term rentals of their property. I believe that, at least for my community of Yosemite West, the answer is no, because most owners who use their properties for a mix of personal use and short-term rental use would not choose to convert to allowing long-term rental. So, if short-term rentals were restricted, it would only decrease economic revenues at all levels, without actually increasing the supply of long-term rentals.

If there are TOT restrictions desired, I urge the method to not be a complete freeze on all new TOT permits, but rather instead a restriction on the number of TOT permits that an individual owner be allowed. A single TOT permit per owner is sufficient to allow mixed use. I do see the valid point that owners who are requesting multiple TOT permits or operating multiple TOT properties are beyond what is needed to enjoy personal mixed use. If owners were not allowed multiple TOT permits in the County, then perhaps they would reduce their ownership by keeping only one property, and then selling some of their properties to a residential dweller or operator for long-term rental.

For me personally, although I do not currently rent my property, I don't believe there would be any benefit to restricting my opportunity in the future to potentially allow short-term rental. I believe my situation/view is common, based on knowing many other owners throughout our homeowners' organization. Most owners in Yosemite West are planning/relying on continued allowance of mixed usage (some personal use, some short-term rental), but would not consider long-term rental. So, a freeze on issuance of (one per owner) TOT permits in Yosemite West would not make any improvement in the availability of long-term rental housing. Please decline the current proposed ordinance, or modify the proposal to restrict only the issuance of multiple (more than one per owner) TOT permits.

Thank you for your consideration.
-- Ted Williams
Yosemite West

Attachment: Ted Williams - Public comment item #D.1 for 10_4_2022 BoS mtg_... (13410 : Discussion and Direction on the Vacation Rental

From: Hope Wolf
To: Board Clerk
Subject: Oct 4th Vacation Rentals: Agenda Item comment
Date: Monday, October 3, 2022 2:32:56 PM

Some people who received this message don't often get email from [redacted]. Learn why this is important

The proposed ordinance and comments bring up important community subjects with excellent diverse perspectives as well as data.

Wondering about property owners whom have invested in the process of constructing a new home yet can only afford to build their home with budgeting in mind to include vacation rentals into their home. Folks whom have not yet achieved their certificate of occupancy have not yet had the opportunity to apply for a vacation rental permit (not allowed). What is the data on the number of people who have already begun building their homes (huge investment) yet can not afford to finish building if the budgeted short term rental occupancy is suddenly halted?

There are many for whom short term rentals allow them to build their primary, and perhaps first home, where they wish to live and maybe even retire. This is a way that they are finding afford housing for themselves while also being part of their community.

Thank you .

Attachment: Wolf - Oct 4th Vacation Rentals_ Agenda Item comment (13410 : Discussion and Direction on the Vacation Rental Industry in

From: Kurt DeRuyter
To: Board Clerk
Subject: Discussion on Vacation Rentals
Date: Monday, October 3, 2022 3:30:27 PM

Some people who received this message don't often get email from [redacted]. Learn why this is important

Hello,
I would like to share some thoughts on the discussion here and online regarding vacation rentals and the housing issue in Mariposa County. My family and I live in a home that has an additional home we utilize as a STR. That being said, TOT is a revenue stream for the County. With today's inflation and pending County expenditures, I don't think we should limit revenue streams for the County and it's residents. The alternative of raising revenue streams (taxes) is much worse.
My big fear is that the Board of Supervisors will limit residents from expanding their ability to generate income while allowing developers to come in and build huge facilities with 50-100 units to make up for the lost revenue. This discussion is simply a prelude to shutting out the little guy.
I am not an expert on the housing issues facing the county and use of TOT funds, but I don't beleive the answer to the housing issue is limiting people's ability to generate revenue by meeting an economic need.

Attachment: DeRuyter - Discussion on Vacation Rentals_Redacted (13410 : Discussion and Direction on the Vacation Rental Industry in

From: Jeff Hornacek
To: Board Clerk
Subject: TOT Permit Discussion
Date: Monday, October 3, 2022 3:21:01 PM

Supervisors,
I understand the need for housing in Mariposa County and the effect conversions to TOT use have on the long-term rental market. It's a very difficult problem to solve. You need to think outside the box for solutions that will work.

If you impose a moratorium on new TOT permits;
* My property will plummet in value, buyers need new TOT permits
* Grandfathering TOT uses on properties will create a 2 tier property/zoning in Mariposa County
* Vacant land will plummet in value
* There will be a run on re-assessing property values and RE taxes
* Reasonable growth in critical TOT revenues will stop (other than rate increases which have limits)
* The local construction industry and suppliers will suffer
* Long term investors will avoid Mariposa County, you can't trust the administration to protect your property rights.
* It will not help the victims of the Oak FIre, it only makes their land less valuable.

If you want to have more long-term rental properties and affordable housing in the county;
* FIrst streamline the rebuilding process for victims of fire loss
*Create incentives for people, investors to fund and build new housing projects. Streamline the zoning process (use the ballot box instead of CEQA).
* Offer a 10-yr or longer, RE tax free project category for housing (like the Williamson Act)
* Explore any federal funding (grants or low interest) for private investment in affordable housing, get our state and federal reps to help.
* Additional TOT or other tax dedicated to low interest funding of housing projects could be a strong incentive for building housing.

Use a carrot instead of the stick

Shutting down new TOT permits will not help the victims of the Oak FIre, it will not increase new housing projects. It will make owning property and living in Mariposa County far less desirable.

Respectively, Jeff Hornacek

Attachment: Hornacek - TOT Permit Discussion (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

From: Rosemarie Smallcombe
To: Danielle Bondshu
Subject: Fwd: Oct 4 meeting
Date: Monday, October 3, 2022 2:40:42 PM

For distribution.

Rosemarie Smallcombe
Mariposa County District 1 Supervisor
5100 Bullion St.
Mariposa, CA 95338
209-966-3222
rsmallcombe@mariposacounty.org

Begin forwarded message:

From: Carol Misener [redacted]
Subject: Oct 4 meeting
Date: October 3, 2022 at 11:47:28 AM PDT
To: Rosemarie Smallcombe <rsmallcombe@mariposacounty.org>

> You don't often get email from [redacted]. Learn why this is important

Hello Rosemarie,

We are very concerned about the issue of rental permits. What is your position on this issue?.

We are Neal and Carol Misener and we are in our eighties. Physically, we can no longer keep up with the upkeep of our rentals and have turned it over to Vacasa for management. which the County has allowed many homeowners the right to do for many years.

We cannot afford to rent it monthly because of the high fire premiums. We have considered selling our two rentals but if a new buyer can't obtain a vacation rental permit, then they would have no reason to buy a duplex such as we have.

We are not sure if it means new ownership of existing rentals or other buildings joining the rental pool. If new owners of existing rentals are not able to obtain a permit, then our property value on a duplex would be severely devaluated! It would put us in a catch 22 position..

Also the County would lose TOT money and would this be constitutionally against the free enterprise issue?

Please respond with clarification. Thank you

Attachment: Misener - Fwd_ Oct 4 meeting (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

Best Regards,
Neal and Carol Misener/Cozy Bear Cottages, Inc.

Attachment: Misener - Fwd_ Oct 4 meeting (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

From: Bette Young
To: Board Clerk
Subject: short term rentals -- my perspective from the meeting comments
Date: Tuesday, October 4, 2022 1:58:16 PM

Some people who received this message don't often get email from bette@bettesyosemitebnb.com. Learn why this is important

I have two units IN MY HOME in Fish Camp -- if I were to close my business, it would not help the housing market -- just reduce the amount of TOT the County receives, as well as the annual fee for kitchen inspections. I also curently employ temporary help to clean and do yard maintenance -- so I am providing income for people residing in the County. I have NO interest in long-term rentals -- that is having people LIVE in my home and that is not pleasing to me - so I would not produce any additional housing for those needing it if you were to enforce some kind of rentals to local people looking for regular housing.

This problem is multi-faceted and is not resolvable just by ending additional short-term rentals OR imposing additional fees from the County.

Right now, I pay taxes for benefits that I do not enjoy. Repaving the tennis courts in Mariposa does not benefit me, but my taxes go to do that. Nor do I use the municipal swimming pool, but I'm sure some of my tax money goes to benefit those Mariposans who use it. It's not an 'EVEN' system. So full-time residents in Mariposa get the benefit of my tax money, even if I do not use/enjoy the benefits you require me to contribute to.

I think those folks who want to end all short-term rentals may believe it will end the housing shortage in Mariposa County, but I don't think those two markets are interchangeable. I have heard from folks who rent long-term properties and the problems sound daunting.

I would be very interested in a follow-up meeting that would address the issues brought up by various residents with potential resolutions by the County. But requiring that I rent to long-term tenants would not be acceptable alternative for me. I would close my BnB business.

Sincerely,

Bette Young
Bette's Yosemite Bnb
(559) 683-2584 (residence)
(408) 309-3163 (mobile)
bettesyosemitebnb.com

Attachment: Young - short term rentals -- my perspective from the m... (13410 : Discussion and Direction on the Vacation Rental Industry in

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:	Monday, October 3, 2022 3:47:19 PM

The user Art Yosemite has posted a comment on Legislative File 13410: Discussion and Possible Direction on Short-Term (Vacation) Rentals in Mariposa County.

Comment: The issuance of new TOT permits in Mariposa county has an impact on affordable housing and the makeup and character of communities. These are just a few of the considerations the county must examine to determine the impact of TOT permits in a community. The building codes that ensure that new construction is safe, energy and resource efficient are updated regularly and require that old properties be brought up to the new standard when a construction or remodel permit is granted. This process promotes safety for owners, guests, residents and the community by reducing risks of injury, traffic accidents from inadequate parking and residential fires due to old unsafe fixtures and wiring and conserves community utility resources. In addition to the building codes, the requirements that address the safety of guests in a short-term rental (STR) are even more detailed and necessary. The requirements include providing information to the short-term visitor, safety equipment such as fire sprinklers and extinguishers and adequate all-season parking for guests who are often driving large vehicles in snow and ice with no experience with the conditions. When new construction permits are issued with the intent that the property will be used as an STR, the parking requirements are extensive and address the problems created by temporary guests unfamiliar with the area. Requirements include the number and size of parking spots, the maximum angle of the surfaces, ease of entry and exit from the roadway and the stability of the parking structure. The angle of the drive and parking are intended to prevent guests from slipping in icy conditions or the vehicle from sliding. The number of parking spots is often not adequate as guests sometimes arrive in multiple vehicles and park in the roadway when they exceed the number of parking spots. Often guests at STRs are driving rental vehicles that are larger than they are accustomed to and struggle to park off of the roadway. Blocking even a portion of the roadway is a safety concern for the entire community, particularly in a community such as Yosemite West in snow season. The plows struggle to keep two lanes open at times and it becomes impossible when vehicles are parked partially or fully in the public roadway. Additional considerations for parking structures is that they be able to support emergency vehicles such as fire trucks should they need to use the area to turn around or address a fire. The cost of building a parking structure to meet all these requirements is considerable but addresses the safety and most common complaints in a community. There is however a large difference in the requirements to convert an existing structure into an STR. Many existing older homes have minimal parking as, at the time of their construction, there were few requirements for a residence or vacation home. When an older home applies for a new TOT permit they are not held to the same current standard for new construction particularly in regards to parking. If older homes that were not designed to host transient guests or provide adequate parking are converted to STRs, it contributes to several problems. It removes what could be longterm rental from the community, it contributes to parking problems and complaints and it reduces the number of full time residents in a community. Even when we can accept more TOT permits it is imperative that they be brought up to the new standard of safety.

Link to the Discussion: http://MariposaCountyCA.IQM2.com/Citizens/Detail_LegiFile.aspx?

Attachment: Art Yosemite - A new comment has been posted to your Web Portal (13410 : Discussion and Direction on the Vacation Rental

ID=13410

Attachment: Art Yosemite - A new comment has been posted to your Web Portal (13410 : Discussion and Direction on the Vacation Rental

From: Rick Astone
To: Board Clerk
Subject: Support your vacation rental businesses
Date: Monday, October 3, 2022 7:51:02 PM

Some people who received this message don't often get email from [redacted] Learn why this is important

Hello board of supervisors,

I am writing in support of vacation rentals in Mariposa. My great grandfather built our family cabin in Fishcamp that we still own. My generation purchased the cabin next to ours and converted it to a vacation rental property for several reasons. One is the place next door was dilapidated, a real fire hazard, and all but abandoned. We love and use both cabins when we can. However, we can not afford to maintain them without some sort of income. The short term rentals allows us to afford to keep and maintain the cabins as well as allows others to enjoy them and Mariposa county. We generate a lot of business and tax revenue for Mariposa county. We hire local contractors for maintenance, cleaning, fire abatement, and everything else. We donate to the local fire department every year. THe guests spend money at the local businesses. We offered up our place for free to any short term fire victims. WE are very much part of the community and a benefit to Mariposa co. It should be pointed out that Mariposa county has an in-depth system for getting approved as a vacation rental as well as taxing them at 13.5% in addition to property taxes. The application is about 28 pages of mainly requirements needed to be approved. Other counties have no or very few requirements or additional tax.
Adding additional restrictions of vacation rentals would hurt the county tax revenue, hurt local businesses, and may hurt my 3rd generation cabin owning family. Additionally, I don't see how restricting vacation rentals could benefit residential rentals. In our case, renting the cabin out year round would defeat the purpose of having the cabins. The primary reason is so we can continue to enjoy the wondrous beauty of Mariposa county. Please don't take that away from us.

Respectfully,
Rick Astone.
10/3/22

Attachment: Aston - Support your vacation rental businesses_Redacted (13410 : Discussion and Direction on the Vacation Rental Industry in

From: mary britt
To: Board Clerk
Subject: vacation rental industry
Date: Monday, October 3, 2022 5:27:03 PM

Some people who received this message don't often get email from [redacted]. Learn why this is important

Mariposa County Board of Supervisors,

I would like to add my comments to the vacation rental controversy. I would like to see the industry limited to Mariposa County residents. In my experience, out of town buyers invest in real estate in order to pad their own financial portfolios without having a vested interest in the town of Mariposa. I personally know at least 6 different residents who have been evicted by out of town buyers in order to turn the house into a vacation rental. Besides the bed tax, what else is contributed? A resident likely shops in town, purchases supplies and fuel, hires local contractors, etc while an investor contributors very little. We tend to know our neighbors. I know every one of may neighbors by name as well as the names of people in the service industry, grocery stores, small businesses etc. In my opinion there is great value in a close knit community. An investment of respect and care in the town of Mariposa and its residents is an investment that grows and enriches everyone. Selling out the community to investors is a failed experiment. We all lose when our neighbors home is sold and becomes a party house and when attempts to talk to absentee owners in order to address the situation is dismissed, that is assuming we actually meet the owner and exchange numbers. My experience has not been good but I will stop here in the hopes that my concerns will be heard.

Thank You,
Mary Britt

Attachment: Britt - vacation rental industry_Redacted (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

First, I would like to point out the overall theme of the Vacation Discussion Memo was written from the perspective of limiting STR permits. It already assumed STR's are the cause of a housing shortage. As has already been pointed out by others, many of the existing vacation rentals would not be in the long-term rental market, ours included. There is a lot of discussion in the Memo regarding low income or affordable rentals, that would exclude many of the homes we are discussing. No one is going to pay the monthly rent it would take to maintain some of these homes, much less make it profitable for the homeowner.

The lack of housing in Mariposa has many reasons. One I believe worth mentioning is The National Park Service. They have by policy been removing housing for government and concession employees since at least the late 80's, and just recently finished closing the trailer park in El Portal. When I lived there in the nineties, there were probably over a hundred residents, all working in the park in some fashion. All these displaced employees have had to find housing in the surrounding communities. The Park Service has additionally moved many of its administrative functions to the town of Mariposa, also causing an increase in the demand for housing.

I have questions regarding the Mariposa County Health and Human Services Agency. The Memo mentions "positive renter experience with HHSA and income eligible clientele" and "additional financial incentives". What does income eligible clientele mean. I doubt it means they are paying the rent themselves. Are residents who are not income eligible by HHSA standards competing with HHSA for long term rentals. Does Mariposa County HHSA receive state funds to house income eligible clientele to the detriment of employed lower income households? Does Mariposa County HHSA only assist income eligible clientele already residing in Mariposa County, or does it also relocate people from out of county? These are questions that need to be addressed when the county is considering restricting property owners rights because of an imbalance that may be caused by the county itself.

If there is one simple explanation for a lack of new housing being developed it is overregulation. Whether it is the General Plan that changed how many dwellings on a parcel (from one per five acres to two per parcel regardless of size) or the myriad of new state mandates in construction. The County and States regulations just outprice new construction for long term rentals to be worth doing. Our own county fees are prohibitive. I spent twice as much on fees for permits than I did on the actual cost of construction for a stucco fence. This doesn't even address the problems associated with long term rentals and why many people do not want to rent long term. Trying to get a bad tenant out is expensive and time consuming, and rental rates have not kept up with inflation. We are by law only allowed to raise our rent three percent a year. Inflation is way beyond that.

Back to the Memo. It lists all these counties and what they have done to limit STRs. This is not a case of comparing apples to apples. I'm sure Pacific Grove and Carmel were not motivated to pass restrictions by a desire to have more long-term rentals. What are our neighboring counties of Madera and

Attachment: Bruce Kahl (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

Tuolumne doing. How about a list of counties that support property owner's rights to compare to this list provided.

The benefits of Short-Term Rentals to the property owners and the county are listed by many people in many ways. It basically comes down to our livelihood. We decided to try and make a living operating rentals and have dedicated many years towards that end. We have plans to expand what we are doing. As we move forward with our venue, we intend to add two vacation rentals, as is allowed by the new regulations. Neither one of these are removing a long-term rental from the market, nor would I ever have a long-term rental there.

Not only does the County Government benefit from the TOT taxes, but the businesses lining downtown are dependent on the money spent by our guests. I'm sure many long-term renters eat out and support the locally owned shops, but the tourist dollars spent in this town are what keeps it afloat. Limiting new STR's will only hasten the slowing of our local economy.

Limiting new STRs would have a negative effect to an already slowing housing market. Many of the gains seen in property values by Mariposa homeowners are because of STRs. If STRs are limited, home values will go down and the property tax base for Mariposa County schools will be affected.

It seems that in Mariposa County Short Term Rentals are always under attack. As owners, we are forced to compete with neighboring counties for business, counties with lower TOT taxes, Counties that don't limit the number of bedrooms for rent or put in Maximum occupancies. Now we are being put in the cross hairs again with talk of impact fees, or conditional use permits, limiting STRs to primary residences only, or putting a limit on how many nights we can rent in a year. How would that last one even have any effect on long term rentals.

As business owners, we are under constant threat. The cost of operating vacation rentals is continually going up. Inflation, increased power cost, fire insurance just to name a few. Other threats to our business include water restrictions set to occur in California in the next few years, not to mention the ever-present desire to raise TOT taxes again, driving even more of our clientele to other counties. It seems like forest fires are continually shutting us down. Due to the National Park Services new reservation system, we no longer get last minute reservations, this has greatly hurt our business. I don't think the park service could hurt our business more if they tried.

This is not the time to restrict or limit STRs. If the county is hiring an outside consultant for recommendations, we should at least wait to hear an unbiased opinion of how to move forward before taking any actions.

Attachment: Bruce Kahl (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

Thankyou for your time this morning

Bruce Kahl

Attachment: Bruce Kahl (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

October 3, 2022

How have the planning efforts of the National Park Service (Yosemite) and Mariposa County led to the current conditions within each agency's jurisdiction?

- How many employees are needed to support federal government services in Yosemite National Park?
- How many employees are needed to support the reasonable expectations of the residents of Mariposa County? Residents should include people of all demographics, including working and retired people.

Thesis statement concerning lodging:

As a part of the decision making process for the Mariposa Co. Board of Supervisors, I recommend a study, including a chronology, of the development of visitor lodging and residential housing since 1980 in Yosemite National Park and Mariposa County should be studied to illustrate how new developments, repurposed development, public agency policies and projects have impacted Mariposa County. Included in this study should be an analysis of how elimination of visitor accommodations and workforce housing has influenced the development transient rentals in Mariposa County.

Briefly, the GMP did not contemplate the removal of guest lodging in Yosemite Valley. The GMP called for any new visitor accommodations to be located outside of the park.

It is my belief that following the GMP, private developers began investing in lodging facilities over a period of years in El Portal, Midpines and Mariposa. At the same time, similar developments occurred in Tuolumne, Madera and Mono Counties. Private investors took their cues from the NPS – at least n part. This is especially true in El Portal with the development of Cedar Lodge and later, Yosemite View.

It should be noted that out-of-park developments have added to the traffic and parking demand in the park, ultimately leading to the need for a day use vehicle reservation system (now in effect during peak months of the year).

Thesis statement concerning workforce housing:

Transient rental development began several decades ago with the bed-and-breakfast concept. Over time, bed-and-breakfast properties were overshadowed by conversion of existing residential properties to transient rentals (aka: Air B and Bs).

The NPS allows hundreds of concessioner employees to reside in cabins without bath and canvas tent cabins that would not be permitted to exist in the State of CA. This has been well documented (see Nancy Lewis and Associates Study, commissioned by Mariposa Co.). I believe that the CA Building Code applies to construction within Yosemite National Park. My understanding is that the National Park Service is required to adopt the provisions of applicable CA building codes for facilities constructed within the park. The tent cabins and cabins-without bath occupied by concessioner employees (currently Aramark/Yosemite Hospitality) do not conform to CA building codes.

Attachment: Kim Tucker (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

Key References:

1. Yosemite General Management Plan, visitor use/park operations/development (September 1980)
2. National Environmental Policy Act (NEPA)
3. Historic Preservation Act
4. Concessions Management Act (Public Law 89-249
   Concession Management Improvement Act of 1998
5. 36 CFR Parts 2, 5 and 7.
6. Concessions Contract executed in 2015 between the NPS and Yosemite Hospitality .

Key Actions involving visitor accommodations and employee housing

1. Elimination of public campsites along the Tioga Road (Porcupine Creek and Smokey Jack campgrounds)
2. Flood Recovery Plan created following the January 1997 Merced River flood
   a. Reduction in public campsites in Yosemite Valley
   b. Reduction in numbers of visitor accommodations in Yosemite Valley (Yosemite Lodge specifically)
   c. Reduction in numbers of concessioner employee housing at Yosemite Lodge (dormitories, cabins without bath and tent cabins) and at Camp 6 (tent cabins)
3. Out-of-Valley Campground Study (contracted for the purpose of identifying sites outside of Yosemite Valley to develop campsites to replace those in Lower River, Upper River and the Pines Campgrounds following the 1997 flood. The results of this study concluded that there were no sites identified that would be logistically, environmentally or financially feasible for development.
4. Successive NPS Housing Studies, including the most recent at are parts of the Merced and Tuolumne Wild and Scenic River EIS documents
5. Foresta Housing Development Concept (early 1990s).
   a. Lightning caused Arch Rock Fire burns a substantial area in Foresta, including many privately owned residences
   b. Identification of critical habitat for Great Gray Owl in Foresta
6. Design(s) created to replace visitor lodging at Yosemite Lodge that had been removed from the Lodge area following the 1997 flood. (approximately ½ of the accommodations that existed prior to the flood were removed, including Pine and Oak Cottages; cabins with bath and cabins without bath). Ultimately, the NPS stipulated that these accommodations would not be replaced in Yosemite Valley.
7. Environmental Impact Statement (EIS), Merced Wild and Scenic River Plan
8. EIS, Tuolumne Wild and Scenic River Plan
9. Wawona area – NPS program whereby private residences were purchased by the United States government for the purpose of ultimately demolishing the structures and restoring the landscape to natural conditions. This program was initiated in the early 1970s.

   There are many private residences and transient rentals in Wawona that are located on "in-holdings" (private property located within the park boundary).

Attachment: Kim Tucker (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

10. NPS closes the seasonal employee housing area at the west side of Camp 6 following two consecutive Mono Wind events that destroyed tent cabins. Note that the NPS did not occupy these facilities during the periods when high wind (Mono Wind) events were most likely, based on historical weather records. There were no injuries or deaths as a result of the two events that took place in the early 1980s (1983 and 1984 – specific dates can be determined).

    Note that the tent cabin accommodations for seasonal concessioner employees (then Yosemite Park and Curry Company) were allowed to be maintained in that area until 1997. One concessioner employee was killed by a falling tree in the wind event that occurred in 1984.

11. Development of new, additional single family homes and apartments for NPS employees in Ell Portal
12. Special Use Permit planning for Old El Portal (see 36 CFR 7.16)
13. Development of Yosemite West for residential and commercial uses
    a. Outside of the boundary of Yosemite National Park
    b. Only road access to Yosemite West is through Yosemite National Park
14. Following the 1997 Flood, a concept was developed to construct a new campus for the Yosemite Institute (now Nature Bridge). I understand that much of the campus has been constructed but has not been occupied due to a need to develop a legally sufficient water supply
15. Increase in numbers of NPS employees since the adoption of the 1980 GMP
    a. Permanent employees
    b. Less-full-time employees
        i. How has the NPS planned for housing for the growing workforce?
16. NPS retirees – in the GMP, the NPS indicated a reliance on housing outside of the park and El Portal community for an undefined number of federal employees. The expectation was that many employees would choose to live in gateway communities, including Midpines and Mariposa. This was a practical and desirable option for many employees and continues to be so.

    However, what the NPS did not address was the need for replacement housing when NPS employees retired and remained in their homes outside of the park. This is an aspect of the NPS planning that has received little attention by key stakeholders (the NPS and Mariposa County BOS).

    In some cases, there are NPS employees who left the agency prior to retirement, but remained in the area, thus creating a reduction in workforce housing available to the NPS.

17. El Portal Trailer Village: The NPS made a decision @ 1988 to close the El Portal Trailer Village by the year 2000. The closure eventually became effective in 2022.
18. Unhoused or homeless population: this is an aspect of housing needs in Mariposa, Madera, Tuolumne and Mono Counties that has grown over time and affects the overall allocation of housing resources in each county.
19. Creation of an entity to operate the Yosemite Area Regional Transportation System (YARTS).
20. The existing Concession Contract, a public document, includes a requirement that the concessioner (Aramark, aka: Yosemite Hospitality)) would construct a large workforce housing complex outside of the park and/or the El Portal Administrative Site. The complex was expected to house over 225 "seasonal" employees who would be supported by a concessioner-funded

Attachment: Kim Tucker (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

transportation system. This aspect of the Concession Contract was announced in an article in the Mariposa Gazette shortly after the Contract was executed by the NPS and Aramark.

The NPS should be asked to disclose the status of this contract requirement.

21. During the summer of 2022, representatives of the NPS Washington, DC headquarters (WASO), visited Yosemite to assess the current condition of, and need for workforce housing. The NPS should be asked to provide a copy of the results of this exercise.

Prepared by: Kim Tucker

October 4, 2022

Attachment: Kim Tucker (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)

From: Victor Krag
To: Board Clerk; Jonathan Farrington
Subject: Comment on Vacation Rental vs. Full Time Rentals
Date: Monday, October 3, 2022 4:46:51 PM

Some people who received this message don't often get email from [redacted]. Learn why this is important

To the B.O.S. and others of concern.

From Victor Krag

Thank you for requesting community comments on this pressing issue. Clearly, available and affordable housing is a nationwide issue. Our B.O.S. can only decide what is best for our county.

I've read the "Discussion and Possible Direction on Short-Term (Vacation) Rentals in Mariposa County" PDF that the county has provided, including the Draft proposal and letters from members of the community.

My wife and I have a full time rental house on our residence property of five acres in the Triangle Park area of Mariposa County. This Mountain Rural Zone allows for two homes per five acres with a minimum of five acres to build on.

We also have a three bedroom / two bath vacation rental in Midpines that is booked through Airbnb exclusively. This Midpines property was never on the rental market as we bought it from the original, occupying owner's surviving family. The vacation rental generally does very well and that income allows us to keep our full time rental well below current market rate for our tenants; a park employee and his wife. The vacation rental has also served as our evacuation house when we were evacuated due to both the Ferguson and Oak Fires and when could not occupy our residence house due to damage from the Mono Wind in Jan of 2021. During some holidays the vacation rental has hosted family members that are too numerous to stay at our residence. We enjoy the flexibility of having the extra house and garage in a different part of the county. I have always believed that real estate is a solid investment. Though we did offer the rental to victims of the Oak Fire that we know well personally, we are unlikely to offer that Midpines property as a long-term rental.

We are happy to provide both full time housing and to host travelers wishing to spend time in Yosemite and Mariposa.

With our understanding of the housing challenges the county faces, I will certainly accept the B.O.S. decisions on the matter.

Thank you!

Victor Krag

[redacted] land / voice only

Attachment: Krag - Comment on Vacation Rental vs. Full Time Rentals_Redacted (13410 : Discussion and Direction on the Vacation Rental

D1

From: Timothy Trujillo [redacted]
Sent: Tuesday, October 4, 2022 9:00 AM
To: [redacted]
Subject: Vacation rentals

[Some people who received this message don't often get email from [redacted] Learn why this is important at [redacted]

I am unsure of what the actual agenda is, but reading the topic I can only assume that you are trying to plan restrictions on Vaca rentals.

1) I think reducing the number of Vacation rentals would negatively impact the homeowners and the community
2) Less people spending money on commodities and tourism
3)If this is a problem we should make it easier for locals to build homes and not as restrictive as they are now.
4)I was born and raised in Mariposa and will always call it home, and that is why I bought a rental to make it feasible for me to o a house in my hometown and rent it out when I am not there. This will allow me to keep this hole and not lose it.

Attachment: T. Trujilo - Vacation Rentl Comment_Redacted (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa

Vacation rental issue

John Trujillo [redacted]

Tue 10/4/2022 9:06 AM

[redacted]

Some people who received this message don't often get email from [redacted]. Learn why this is important

This has become a repetitive scapegoat for the county's lack of housing. 800 vacation rentals most likely will never be used for rentals due to the abuse rentals endure and laws that financially favor renters since the landlords are seen in the light of rich people who can absorb losses. This was never so clear as the pandemic proved when no evictions were allowed and landlords lost their livelihoods. Two most equitable solutions are county building codes allowing easier requirements to build and smaller mobile homes. Secondly, building large apartments in rural areas. Requiring a class of home owners, vacation rental homes, to relinquish their homes and dictating their permissible uses is egregious. It would be no more palatable then if we requested that the supervisors be required to rent one of their rooms in their home to help the homeless or if anyone in Mariposa had a building on their property not being used to be forced to rent them out or suffer financial retribution.
It baffles the mind that our county wants to cutoff the lifeline that supports most of our county, the TOT tax it generates.
This issue never goes away. Vacation Rentals are not the problem, they are the solution to a small town's growth and financial stability. Many employees depend on the money generated by the tax.

John Trujillo

Sent from my iPhone

Attachment: Trujillo - Comment of Vacation Rental_Redacted (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa

Vacation rental

John Trujillo [redacted]

Tue 10/4/2022 10:19 AM

To: [redacted]

Some people who received this message don't often get email from [redacted] Learn why this is important

Hearing many suggestions of raising fees and renewal fees. No additional fees will generate housing unless you use that fee to build housing directly and the county get in the housing business. It can only then be construed as punitive.

John Trujillo
Sent from my iPhone

Attachment: Trujilo - comment #2 vacation rental_Redacted (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa

Short term rentals and lack of housing

Irene A Vasquez [redacted]

Tue 10/4/2022 10:51 AM

To: [redacted]

Some people who received this message don't often get email from [redacted] Learn why this is important

Dear Mariposa County Board of Supervisors,

I have been a long term resident of Mariposa County. I grew up here and attended our local public schools. I am a first generation college student but not a first generation American. My grandmother, [redacted] was born in the old Indian village in Yosemite Valley. We are Miwuk and Paiute and descendants of Chief Tenaya. Our family has been displaced many times by the government and most recently I was displaced by the Oak Fire which burned my family home and most of my possessions.

I have served our community in many ways, volunteering and even helping start the Mariposa Butterfly Art festival as a high school senior project. I am a non-permanent employee and have continuously struggled to live and work in my traditional homeland. The lack of affordable housing directly impacts my ability to continue living here and assisting my family and greater community.

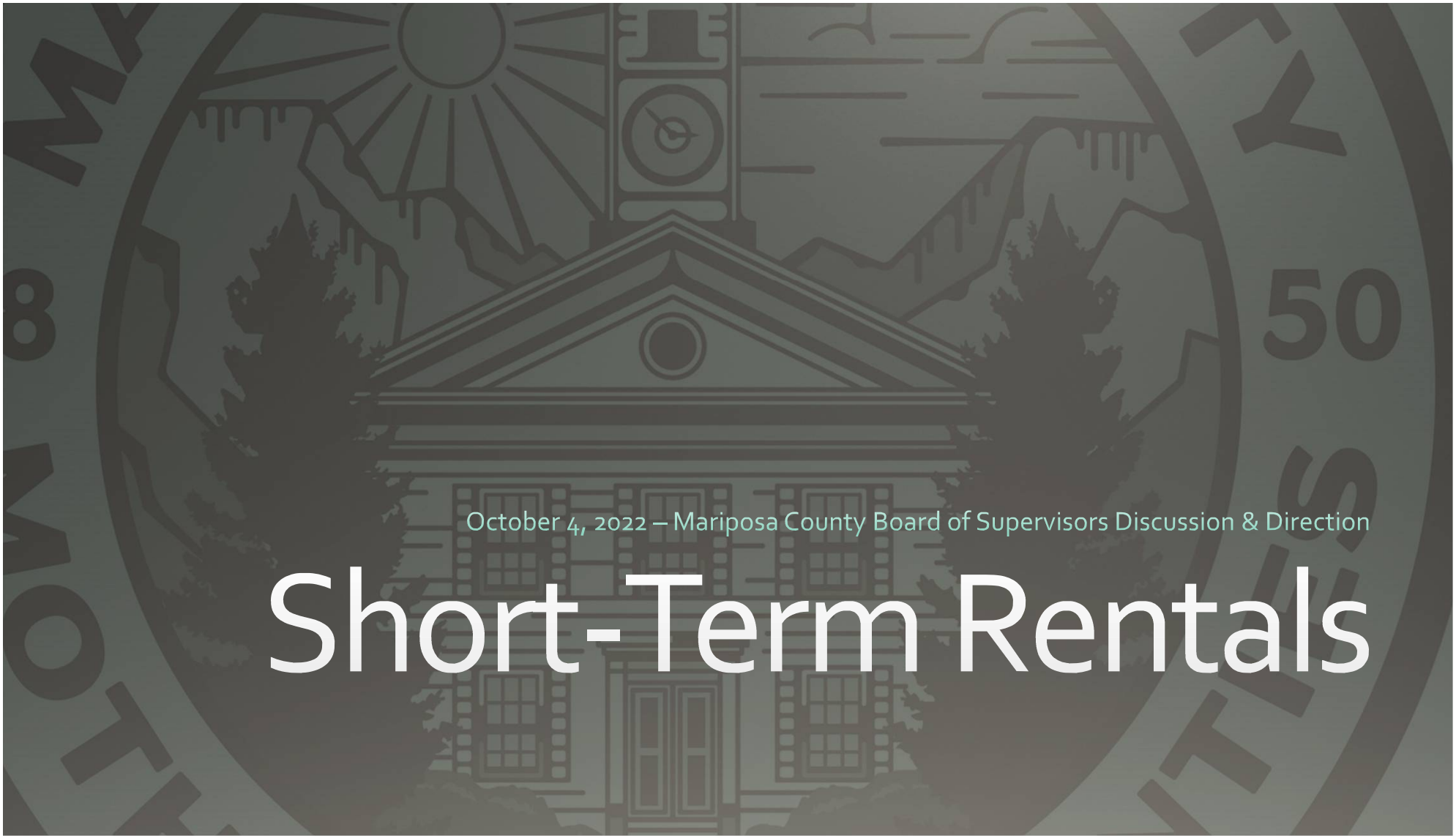
The number of Short Term Rentals that currently exist limits the number of homes that are available for renting and purchasing. In my view, we are in a housing crisis due to the people who have too much and are greedy. The people who don't reside in our county and have bought multiple homes and turned them into short term rentals to hoard more wealth. Our community is changing so much so that even homes near the schools are not available for families to rent.

It is getting harder to afford living here. We were getting by in sub standard housing before but now there are very few remaining options.
Please consider setting a limit on short term rentals for people like me who have been displaced from wildfire caused by social ills such as homelessness.

More fires will come and more family homes will be at risk. I pray no future family homes are lost to wildfire but now is the time to prepare and set a reasonable limit on short term rentals so that our community is a community and not an empty shell.

Thank you for your consideration.
Sincerely,
Irene Vasquez

Attachment: Vasquez - Short Term Rental_Redacted (13410 : Discussion and Direction on the Vacation Rental Industry in Mariposa County)



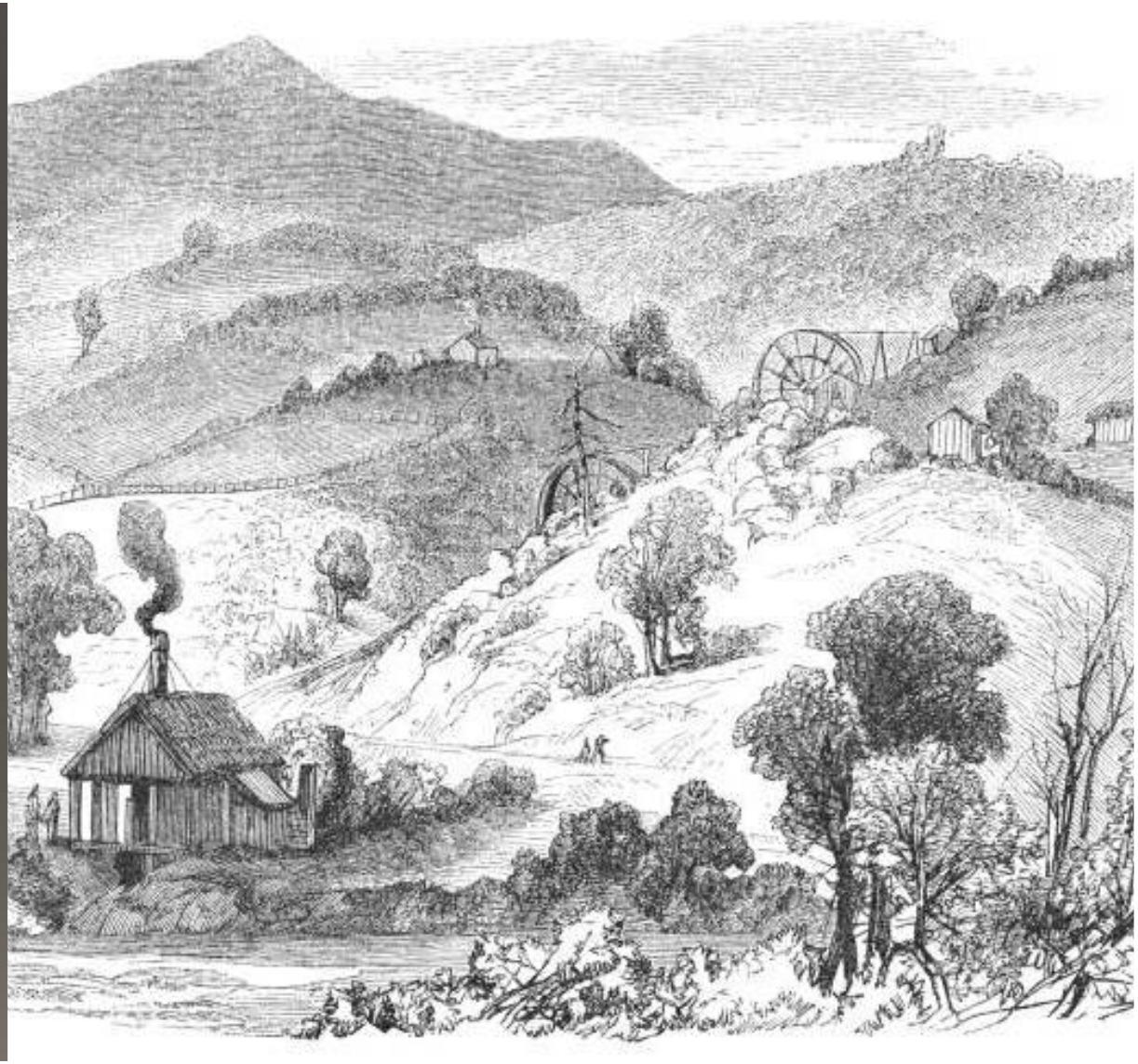
October 4, 2022 – Mariposa County Board of Supervisors Discussion & Direction

Short-Term Rentals

Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in

The Issues

- Insufficient housing supply for our workforce
- Available housing is not affordable at local wages



Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in

Some Causes

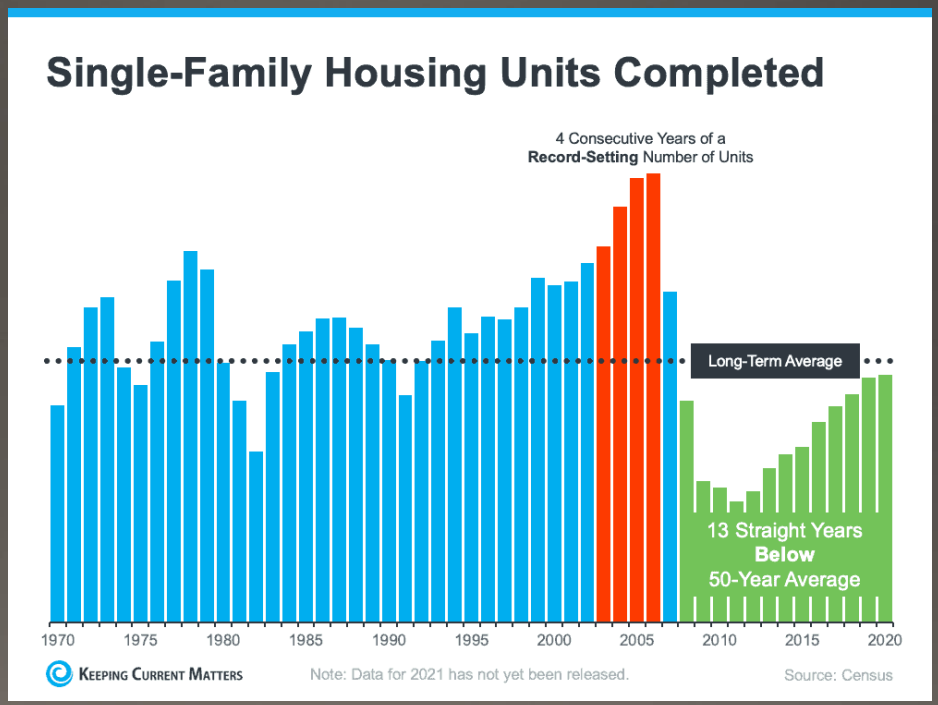
- Markets are now international
- Shrinking supply of available housing
  - Aging housing stock dilapidated
  - Loss of homes in Detwiler, Oak Fires
  - Conversion of homes to short-term rentals
  - COVID reduced staff housing in YNP
  - Corporate investment in real estate ($45B)
- Building challenges
  - Additional regulations add cost
  - Limited road and utility infrastructure
  - Rising cost of supplies
  - Large lot requirements add cost

Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in

National Housing Market

- U.S. median home (Q1 2022): **$428,700**
  - Up 30% from 2020 to 2022
  - Up 416% from 1980 to 2020
- U.S. average (Q1): $514,100

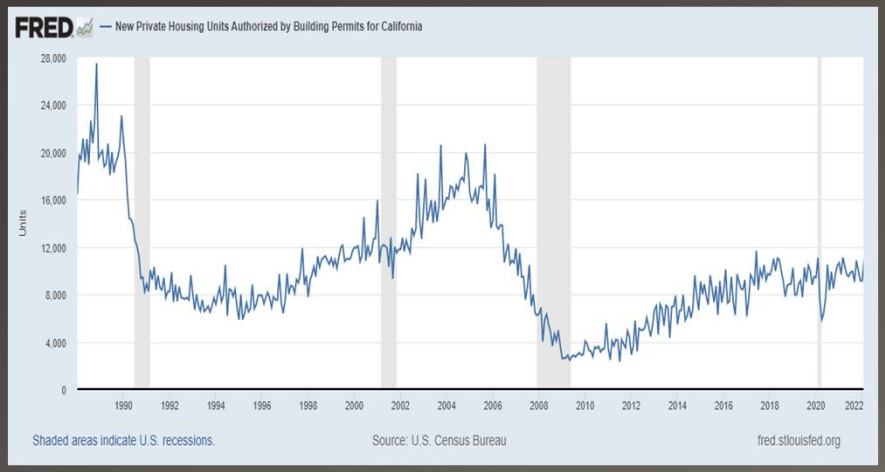
- Fewer new homes built
  - Reaction to housing bubble
  - Rising cost of supplies
  - Rising mortgage costs

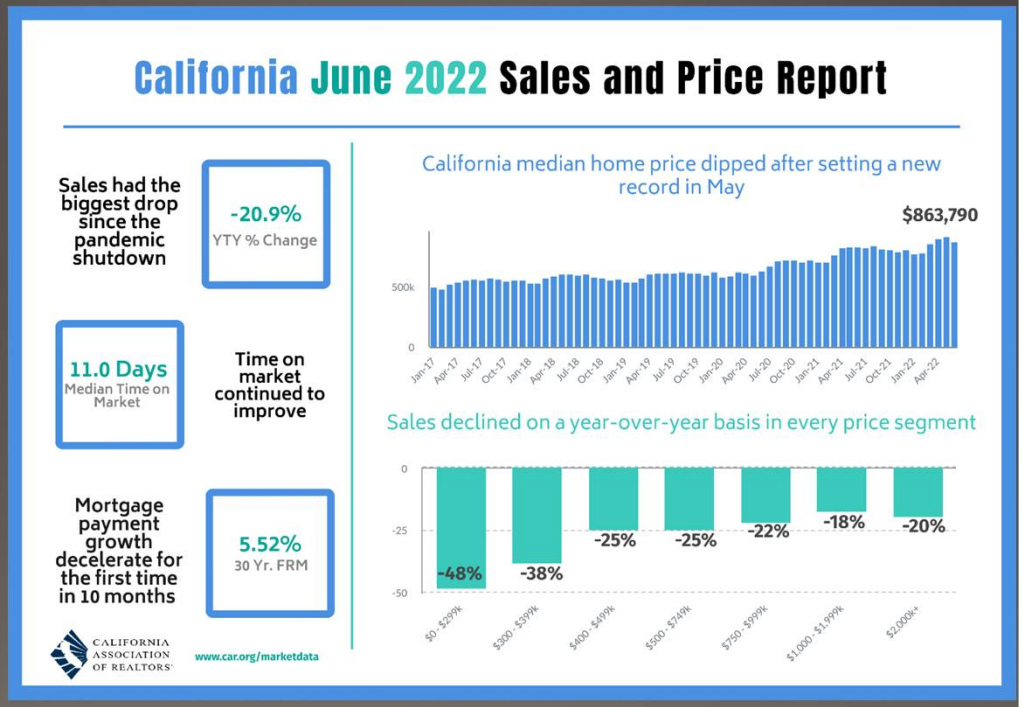


Attachment: STR_DISCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in

California Housing Market

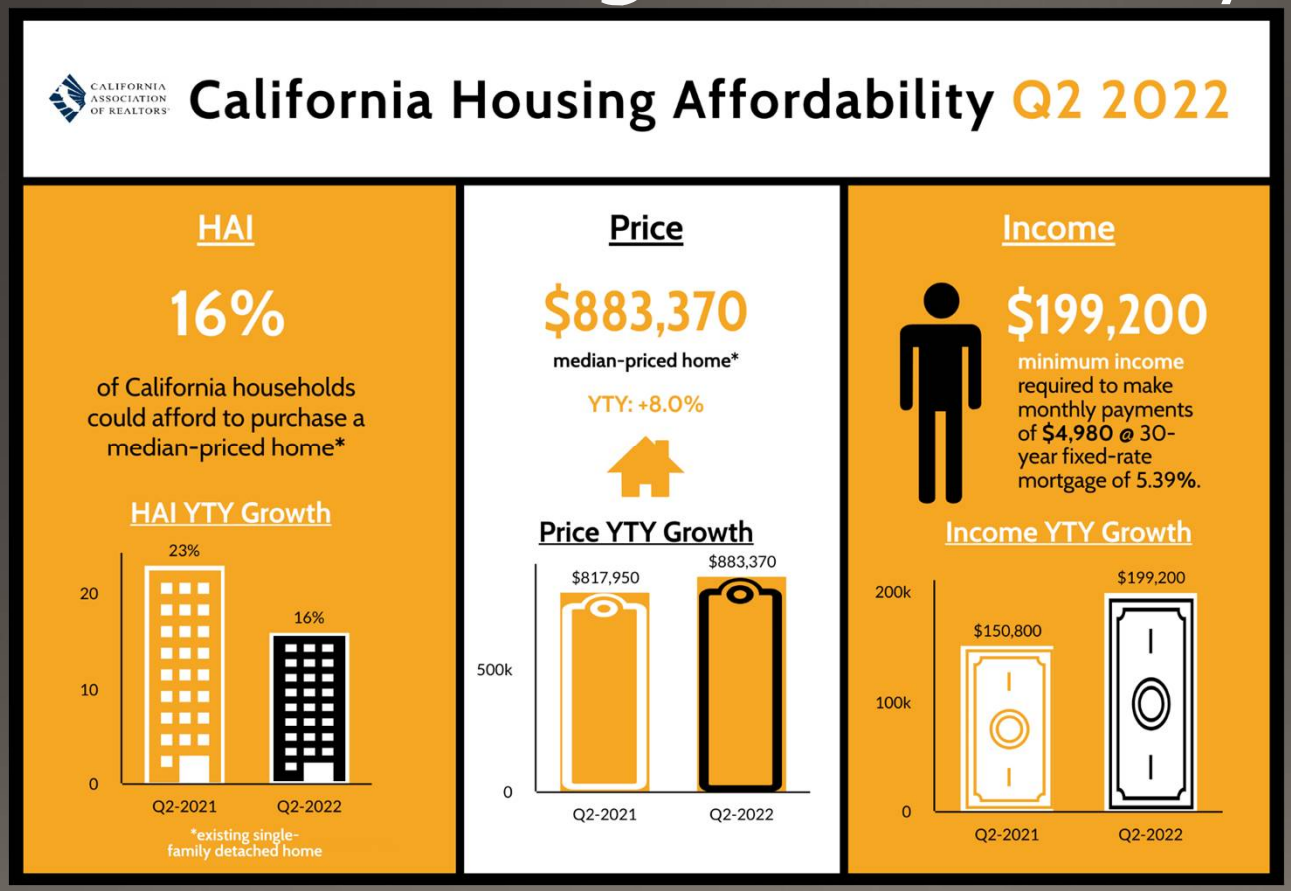
- California median: **$863,790**
  - Up 27% from 2020 to 2022
  - Up 670% from 1980 to 2020





Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in

California Housing Affordability



Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in

Mariposa County Housing Supply

Year	2010	2014	2018	2020 Pre-Census	2022 Gross Housing Stock Based on 2020 Census	2022 Subtracting Multifamily and Oak Fire
Total Housing Units	10,188	10,386	10,429	10,484	9,826	9,531

- HUD estimates 364 new housing units 2010 – 2020
  - Less than 4% of housing stock
- 67% of housing is single family
- 23% of housing is mobile homes

- 24% of homes vacant in 2022
  - 23% in 2010
  - 49% of vacant homes for "seasonal, recreational, or occasional use"
    - 65% of vacant homes in 2000 and 2010 were for 'seasonal, recreational, or occasional use'

Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in

Mariposa Housing Market

Year of Sale	Average (CRMLS)	Median (CRMLS)	Listings
2014	$289,692	$217,000	139
2015	$286,836	$232,000	162
2016	$278,561	$238,000	231
2017	$297,723	$240,000	202
2018	$344,799	$293,000	170
2019	$337,641	$300,000	189
2020	$381,134	$340,000	217
2021	$490,661	$408,450	178
2022 YTD	$531,422	$450,000	132

18% of residents can afford the median home price in Mariposa; 65% can afford rent

Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in

Short-Term Rentals (STRs)

- Short-Term Rental (STR) is a property that is rented for less than 30 days
- STRs are also called "vacation rentals," "AirBnBs," or "VRBOs"
- Transient Occupancy Certificate required to operate STR
  - Issued by the County (not a permit)
  - Property cannot have active code enforcement case
  - Requires inspection of onsite water treatment
  - Requires inspection from development services staff
- 804 Transient Occupancy Certificates have been issued or are in process in Mariposa

Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in

Short-Term Rentals (STRs)

- Regulation of STRs has been challenged in court
  - 2022: Cannot completely ban vacation rentals (Manhattan Beach)
  - 2022: Vacation rentals can be allowed in residential areas (Palm Springs)
  - 2022: $20k fine for STR regulation violations upheld, extra time given property owners to meet cap of 600 STRs, cap itself is okay (Douglas County/Tahoe, NV)
  - 2021: Cannot ban vacation rentals along the coast (Santa Barbara)
  - 2020: Regulation of vacation rentals not a violation of property rights (S.L. Tahoe)
  - 2019: City lottery system for 12-month STR licenses with no guarantee of renewal is not a violation of "perpetual property rights" (Pacific Grove)

  - *2022: Oahu facing legal challenge to 90-day minimum rental recently adopted*
  - *2022: Los Angeles is suing VRBO for not enforcing local STR regulations*

Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in

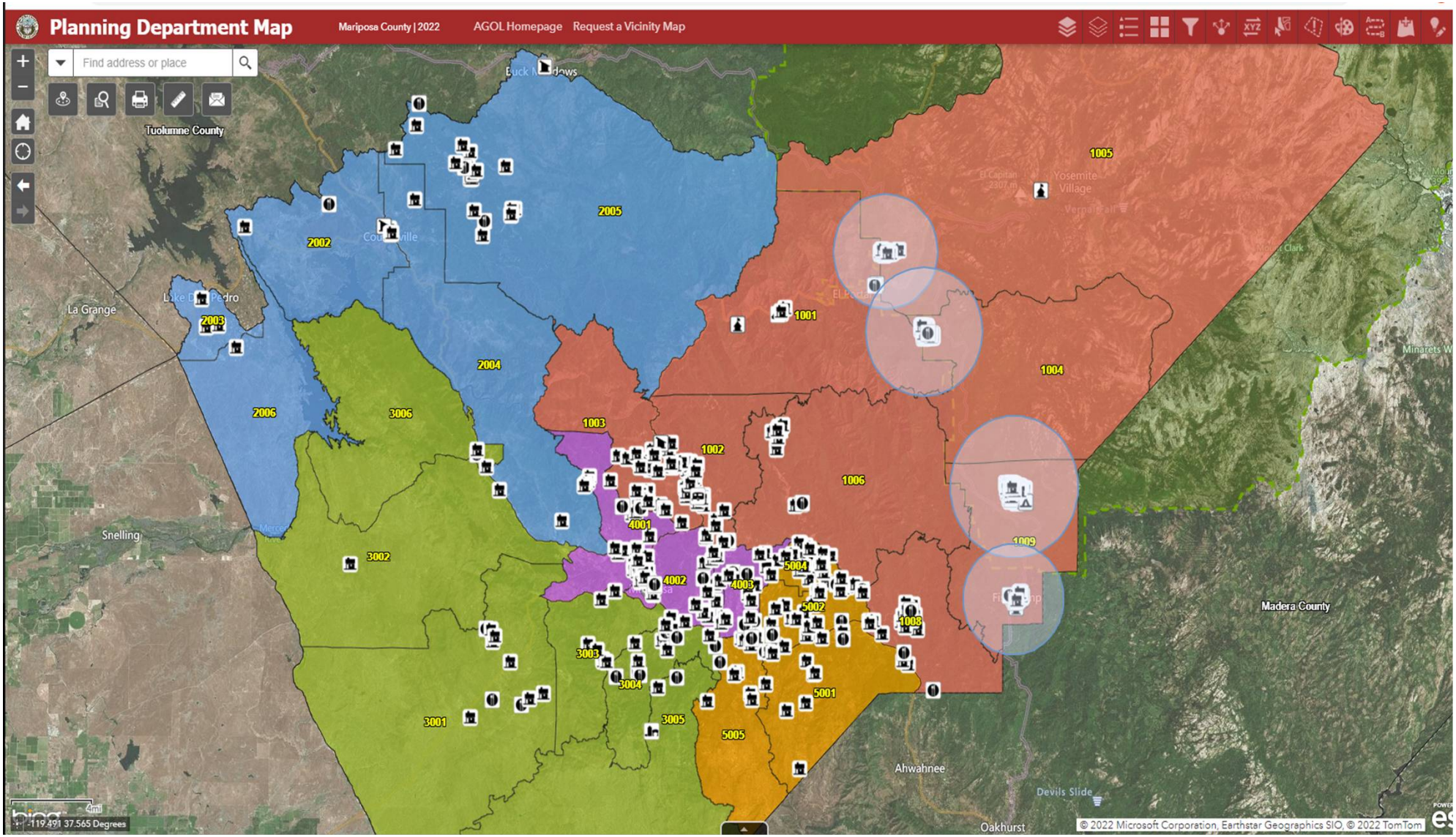
Short-Term Rentals (STRs)

Year	2010	2014	2018	2020 Pre-Census	2022 Gross Housing Stock Based on 2020 census	2022 Subtracting Multifamily and Oak Fire
Total Housing	10,188	10,386	10,429	10,484	9,826	9,531
STRs	243 (2.3%)	432 (4%)	671 (6.4%)	708 (6.7%)	804 (8.1%)	804 (8.4%)

El Portal / Foresta	Yosemite West	Wawona	Fish Camp	Yosemite Area Combined	Rest of Mariposa
22	157	154	41	**375**	**365**

District	# STRs
District 1	483
District 2	40
District 3	40
District 4	112
District 5	65

Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in



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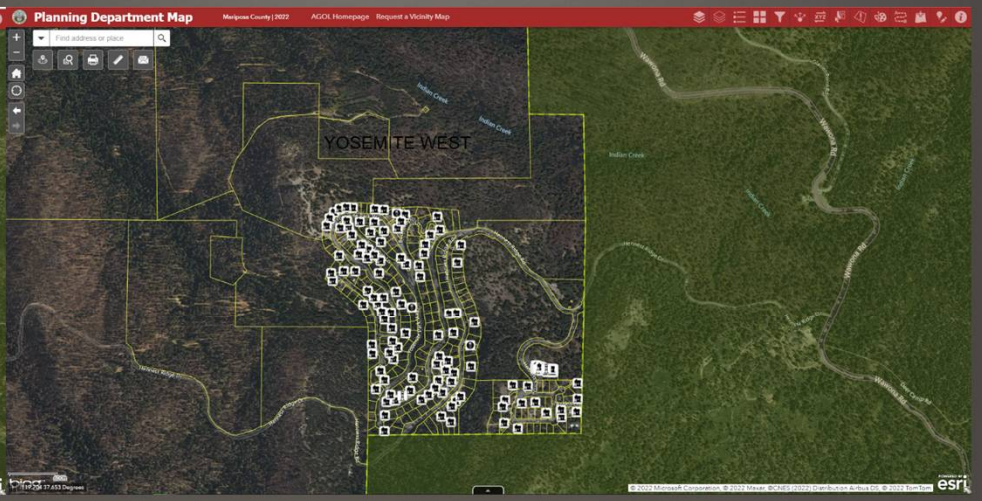
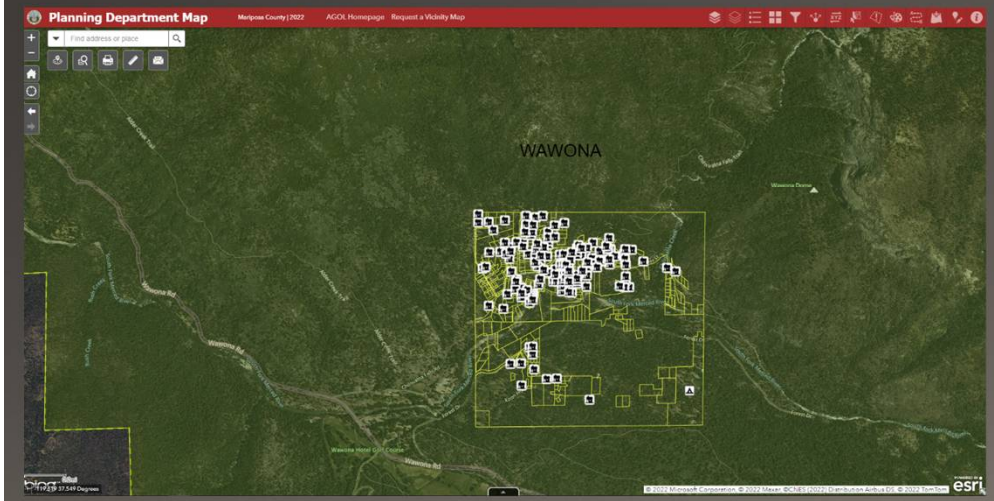
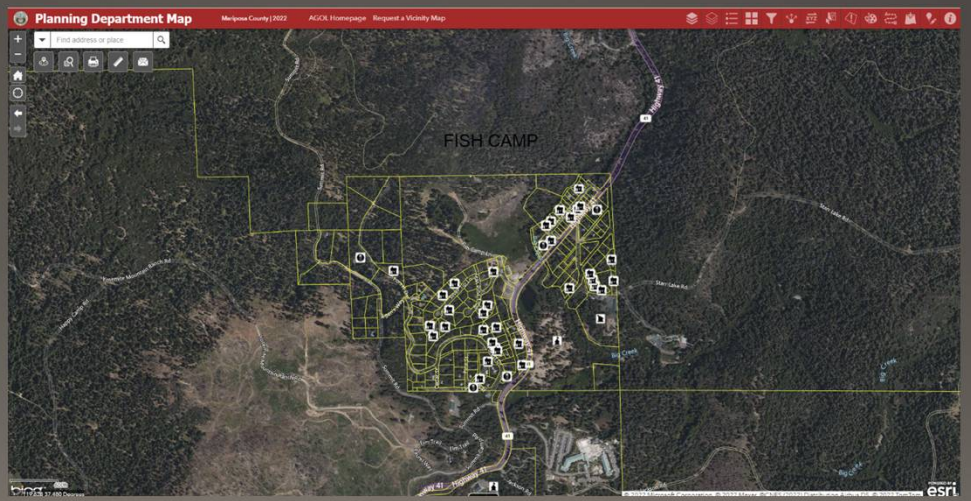




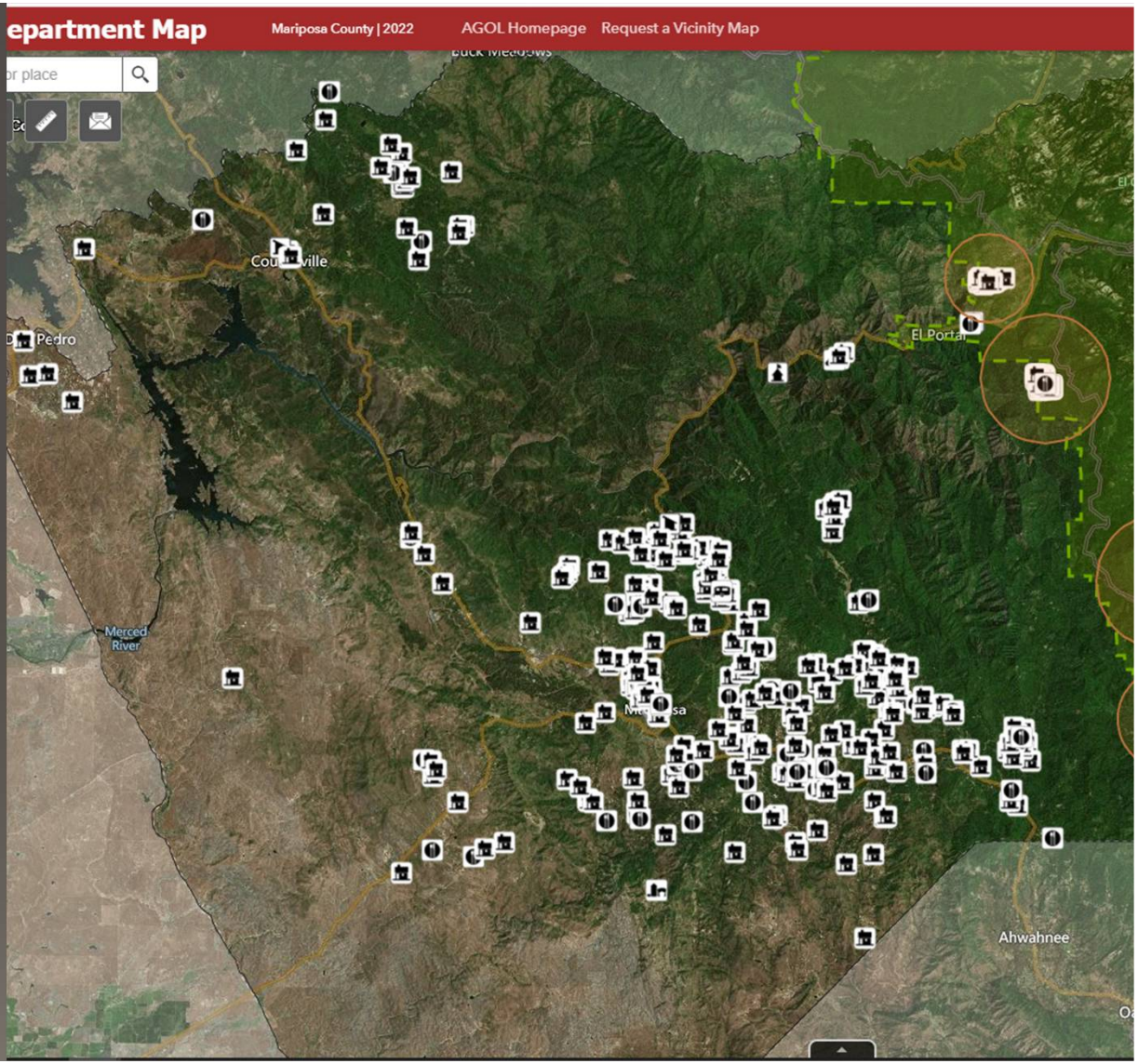


Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in

Ownership

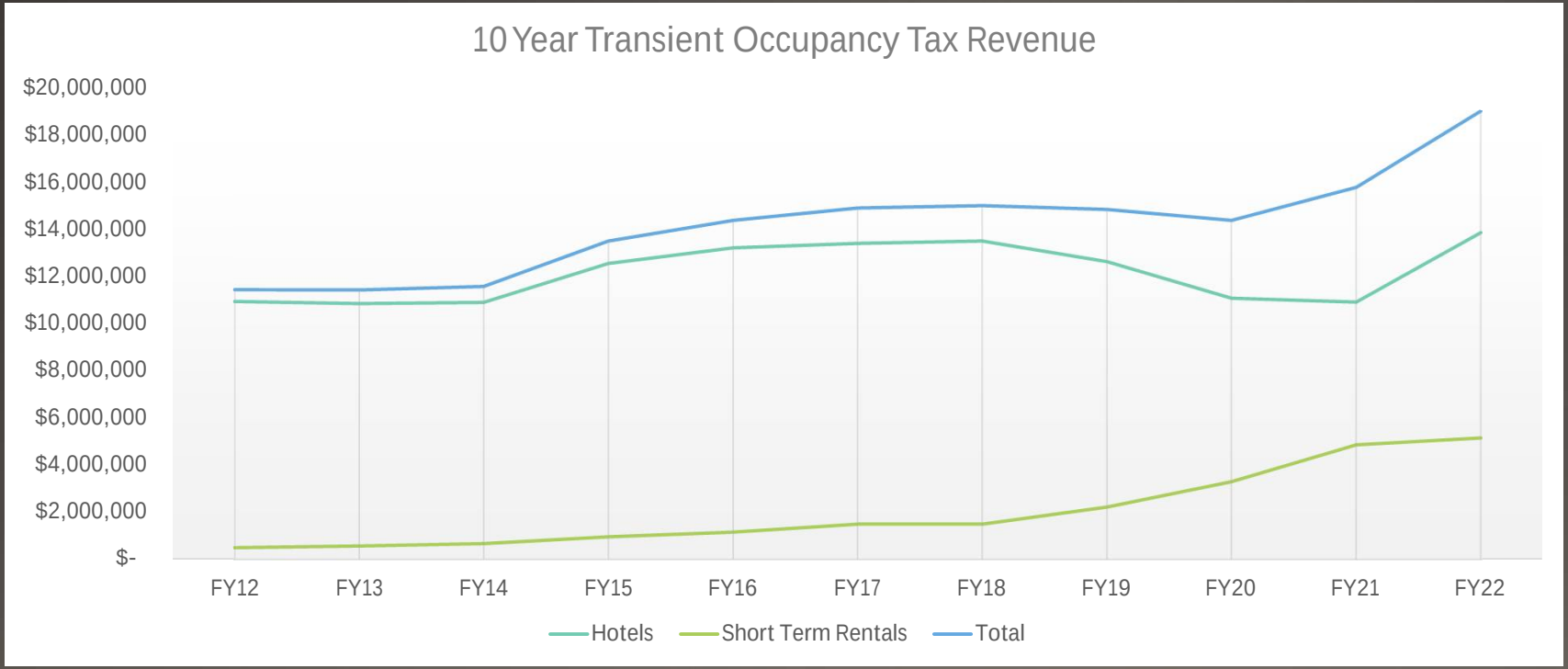
- 216 vacation rental operators have a local address
  - Approximately 2/3 have out-of-county address
- 105 operators have more than one certificate
- 71 operators are classified as businesses

- Of 365 rentals outside Yosemite Area
  - 199 have local addresses
  - 166 have out-of-county addresses
  - 64 are classified as businesses



Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in

Transient Occupancy Tax



TOT rate went from 10% to 12% in 2019; numbers also impacted by Detwiler Fire (FY18), Ferguson Fire (FY19) and COVID-19 pandemic (FY20, FY21)

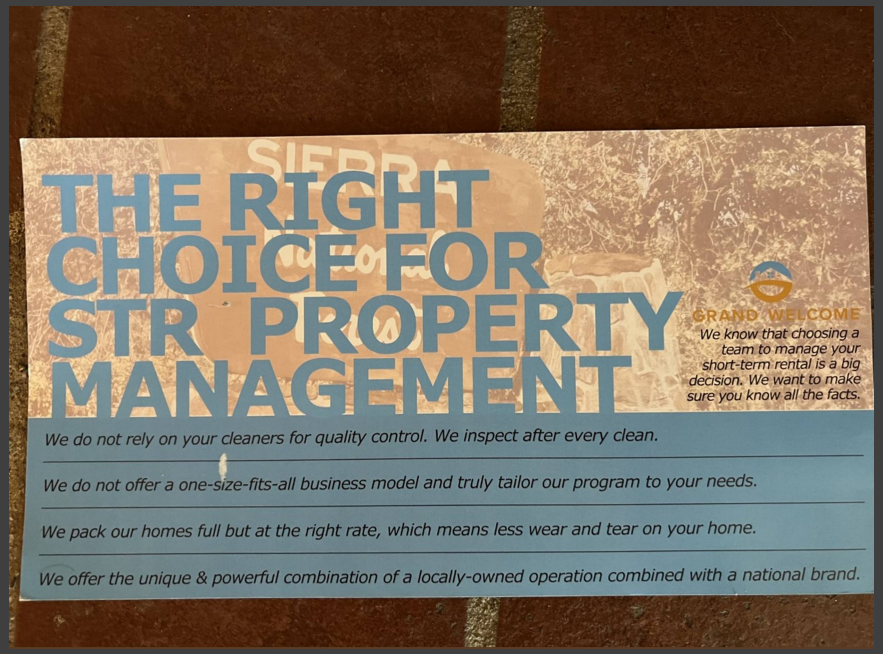
Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in

General Community Impact

	TOT Paid in 2022	Estimated Industry Revenue
Short-Term Rentals	$5,146,860	$42.9 million
Hotels	$13,840,874	$110 million
Total	$18,987,734	$152.8 million

- If lodging is ½ of trip expenses, total STR impact including restaurants, gas, and shopping around $85 million
- STRs support local jobs and spending at local businesses
- STRs contributing to higher property values, property taxes
- TOT supports sheriff, fire, public works, development services, etc.

Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in



Community Impacts and complexity

Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in

Possible Actions

- Temporary moratorium on new certificates
- General or area-specific maximums for new certificates
  - Can be a fixed number (e.g. 800 total or 250 in this defined area)
  - Can be a percentage (e.g. 8% of total housing stock)
  - Can be linked to another number (e.g. 10% of new occupancy permits)
- Require a Conditional Use Permit (CUP) in certain zones
- Additional taxes or impact fees
  - Can be ongoing (e.g. additional x% TOT or $x per night per room)
  - Can be one-time (e.g. $x for a new certificate or with each renewal)

Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in

Sonora faced with 4/8/2021 passed a moratorium on all new STR's and on 9/28/2021 passed an ordinance limiting vacation rental use to only primary residence operators	**Amador County** faced with 80 STR's drafted STR regulator ordinance but abandoned it in favor of a nuisance ordinance
Alpine County On 7/1/2021Limited amount of STR's on East Slope to 35•Kirkwood Tri County Special area exempt•	**Washington County UT** Moratorium on new STRs in May 2021. Require STRs to be hosted, grandfathered existing STRs and conducting an impact analysis for further action.
Mono County 3/8/2018 passed emergency moratorium on new STR's. Now permits are regulated with a transient overlay district and operators charged mitigation fees	**Oahu County/Honolulu HI** Limits permits to 1,715 island-wide and only in designated zones. Fines begin at $1,000 can escalate to $10,000 a day
Truckee 1/1/2021 passed moratorium on new STR's. Passed measure K increasing TOT and contributing funds back to housing, trails and open space	**Las Vegas, NV** Relaxes prohibition and now allows STR use in primary residence
Carmel 12/9/2019 Bans new STR's with caveat that if a new builder builds three market rate rentals, they can build a STR	**Bar Harbor Mn** Voters set STR cap at 9% of housing stock and require 4 night minimum stay.
Pacific Grove 2018 citizens measure M bans vacation rentals unless in the Coastal Resort zone	**Arcata** Cap permits at 100 with in City limits
Santa Cruz County Lifted multi year Moratorium 1/26/2021 Planning Department set cap at 473 STR's County wide, special zoning districts established and exempt from cap	**South Lake Tahoe** 1/1/2020 Citizen initiative (Measure T) prohibits STR's in residential areas unless operator's primary residence. Cap of 30 days per year. No grandfather clause.

*STR use of a primary residence is widely accepted for an allotted number of days annually

Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in

Discussion and Direction

- Many factors are contributing to a shortage of affordable housing
- 804 STRs in Mariposa, up from 243 in 2010
- Approximately half of vacation rentals adjacent to Yosemite NP
- Approximately 1/3 of vacation rentals owned by local residents
- STRs generated ~$5M in TOT, $85M in impact in FY22
- Regulation of STRs is legal and constitutional
- Possible actions include a temporary moratorium, certificate maximums, CUP requirements, and additional taxes or fees

Attachment: STR_DISSCUSSION (13410 : Discussion and Direction on the Vacation Rental Industry in

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Presentation from the Department of Insurance

RECOMMENDATION AND JUSTIFICATION:
Receive a Presentation from the Department of Insurance Regarding the "Safer from Wildfires" Framework (Richie Sayavong, Department of Insurance)

The presentation will showcase and discuss what the Department of Insurance is doing to help consumers develop a plan to prepare for wildfires.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has received presentations from State departments in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not hear the presentation and miss the opportunity to learn about a topic widely discussed in Mariposa County.

ATTACHMENTS:
Safer from Wildfire - PPT 9.4.22 (PDF)

RESULT: INFORMATION RECEIVED

CALIFORNIA DEPARTMENT OF INSURANCE

Wildfire Actions

Richie M Sayavong
Outreach Analyst

Attachment: Safer from Wildfire - PPT 9.4.22 (13415 : Presentation from the Department of Insurance)

ROLE OF INSURANCE COMMISSIONER RICARDO LARA

- Protect consumers
- Maintain insurer solvency
- Set standards for agents and broker licensing
- Perform market conduct reviews of insurance companies
- Resolve consumer complaints
- Investigate and prosecute insurance fraud
- Cannot require or compel insurance companies to sell insurance

Attachment: Safer from Wildfire - PPT 9.4.22 (13415 : Presentation from the Department of Insurance)

What CDI Has Done

Met with more than

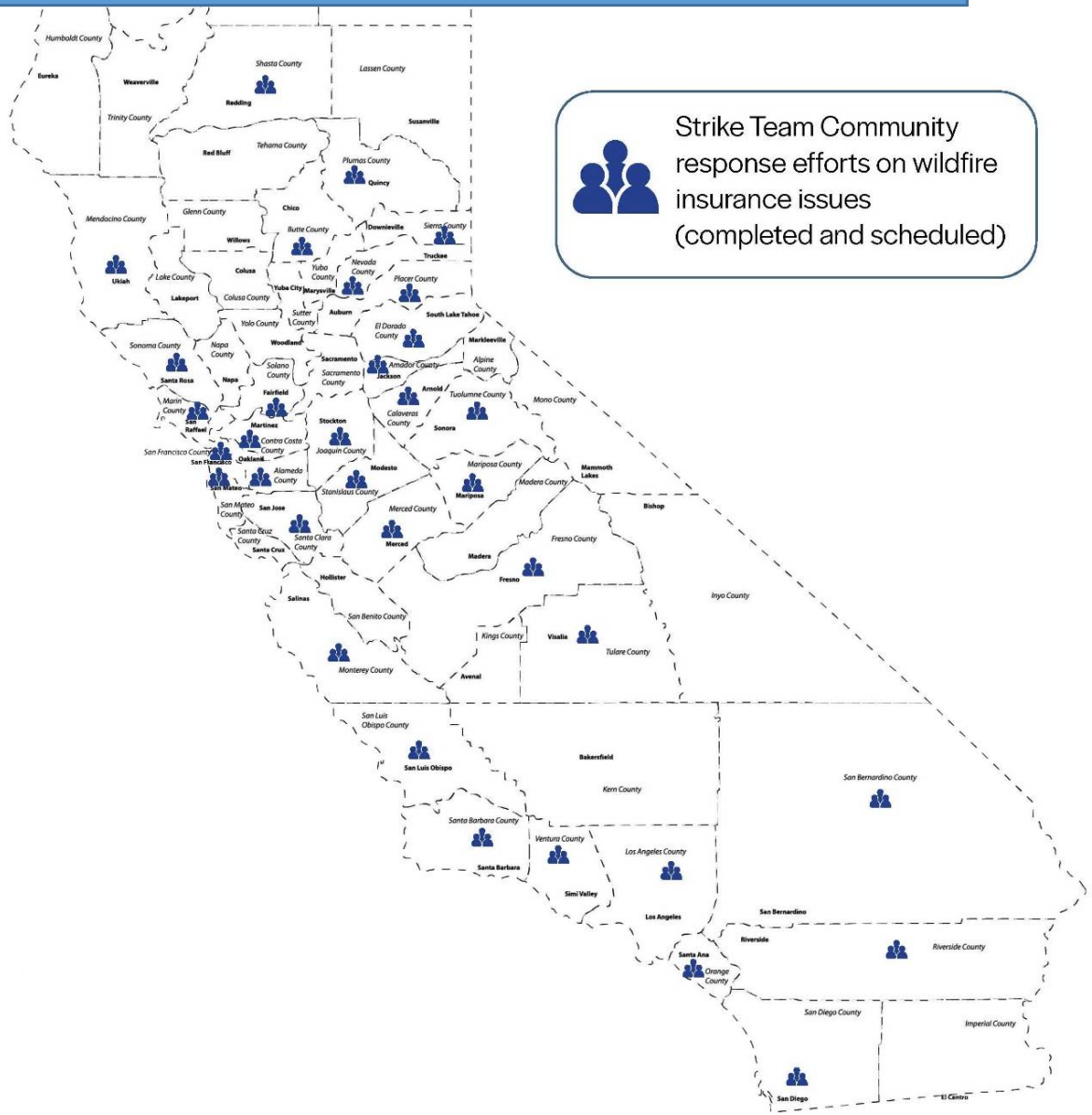
25,000 people

to hear wildfire and insurance concerns through

60 virtual events in

40 counties

Since 2019



RICARDO LARA
INSURANCE COMMISSIONER

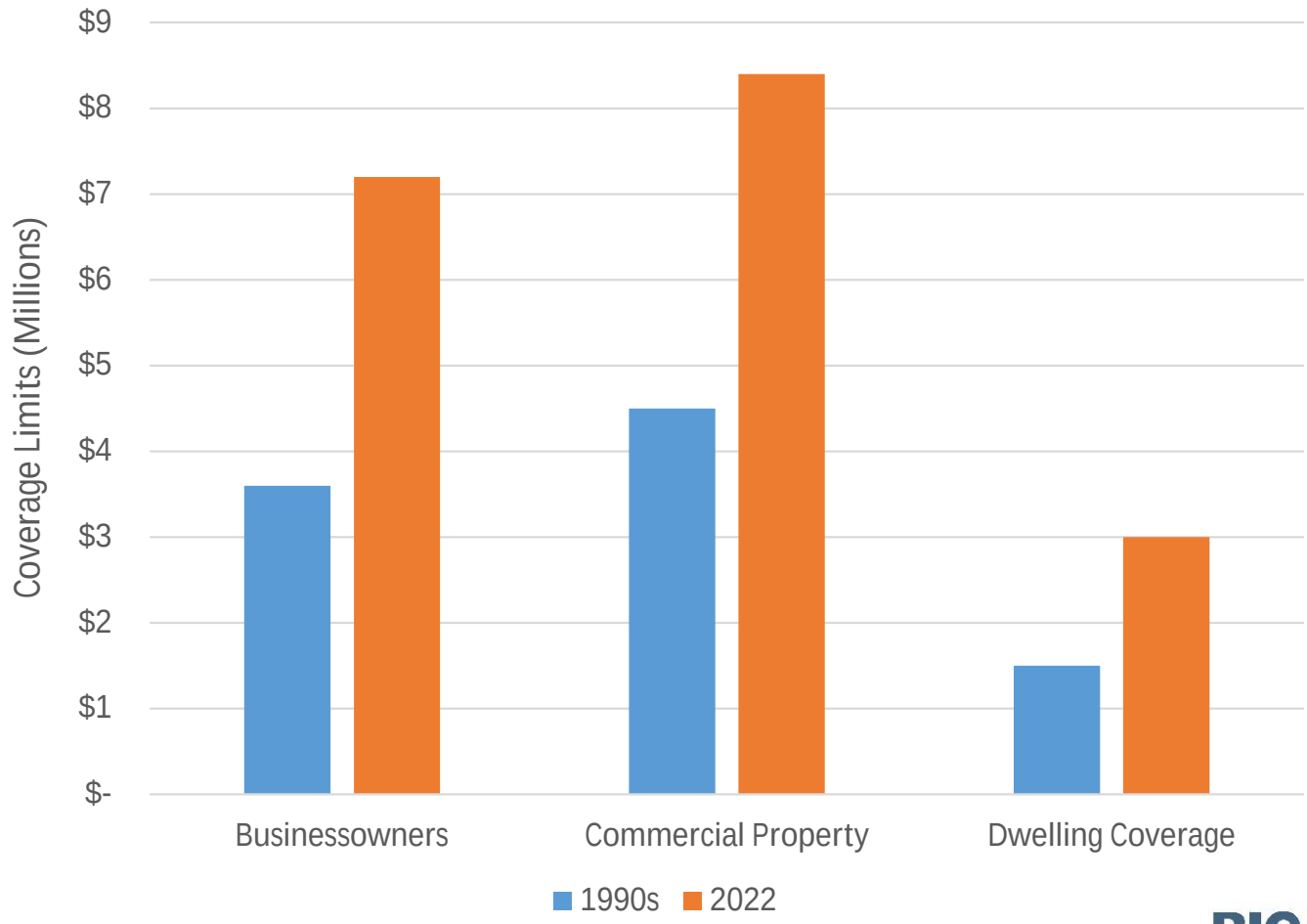
Attachment: Safer from Wildfire - PPT 9.4.22 (13415 : Presentation from the Department of Insurance)

Progress Report

- Removed barriers to allow wildfire survivors to receive critical insurance benefits
  - Coverage for evacuation expenses
  - Extensions to additional living expenses
  - Created disclosures and coverage to meet upgraded building codes
- One year moratorium from non-renewals (More than 4 million policyholders protected)
- Increased non-renewal notice from 45 to 75 days

Attachment: Safer from Wildfire - PPT 9.4.22 (13415 : Presentation from the Department of Insurance)

Improving the FAIR Plan



RICARDO LARA
INSURANCE COMMISSIONER

Attachment: Safer from Wildfire - PPT 9.4.22 (13415 : Presentation from the Department of Insurance)

Safer from Wildfires in 1 2 3

Launched in January 2022, Safer from Wildfires is an interagency partnership between Insurance Commissioner Ricardo Lara and the state's emergency response and readiness agencies to protect lives, homes, and businesses by reducing wildfire risk.

DEPARTMENT OF INSURANCE
ENFORCEMENT SERVICE REGULATION
STATE OF CALIFORNIA

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

CALIFORNIA DEPARTMENT OF FORESTRY & FIRE PROTECTION
CAL FIRE
SINCE 1885

Governor's Office of Planning and Research

CALIFORNIA
Public Utilities Commission

RICARDO LARA
INSURANCE COMMISSIONER
California Department of Insurance

Attachment: Safer from Wildfire - PPT 9.4.22 (13415 : Presentation from the Department of Insurance)

Safer from Wildfires in 1 2 3

1 Protecting the structure

- Class-A Fire rated roof
- Maintain a 5 foot ember-resistant zone around a home (including fencing within 5 feet)
- Noncombustible 6 inches at the bottom of exterior walls
- Ember and fire-resistant vents (See Low-Cost Retrofit List, and Chapter 7A)
- Upgraded windows (Double paned or added shutters)
- Enclosed eaves

Cal OES Governor's Office of Emergency Services

Governor's Office of Planning and Research

CAL FIRE

California Public Utilities Commission

RICARDO LARA
INSURANCE COMMISSIONER
California Department of Insurance

Attachment: Safer from Wildfire - PPT 9.4.22 (13415 : Presentation from the Department of Insurance)

Safer from Wildfires in 1 2 3

2 Protecting the immediate surroundings

- Cleared vegetation and debris from under decks
- Removal of combustible sheds and other outbuildings from the immediate surroundings of the home, to at least a distance of 30 feet
- Defensible space compliance (including trimming trees, removal of brush and debris from yard, and compliance with state law and local ordinances)

Cal OES
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Governor's Office of Planning and Research

CAL FIRE

CALIFORNIA Public Utilities Commission

RICARDO LARA
INSURANCE COMMISSIONER

Attachment: Safer from Wildfire - PPT 9.4.22 (13415 : Presentation from the Department of Insurance)

Safer from Wildfires in 1 2 3

3 Working together as a community

- A community should have clearly defined boundary and a local risk assessment in consultation with the local fire district or state fire agency; an identified evacuation route, cleared of vegetative overgrowth, and evacuation plan contingencies; clear funding sources to implement community mitigation activities and meet clear risk reduction goals; and integrated and up-to-date local planning documents pertinent to community wildfire risk.
- Current examples include the Fire Risk Reduction Community designation under development by the Board of Forestry, Firewise USA communities in good standing, and Shelter-in-Place designations.

Cal OES GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Governor's Office of Planning and Research

CAL FIRE

CALIFORNIA Public Utilities Commission

RICARDO LARA
INSURANCE COMMISSIONER

Attachment: Safer from Wildfire - PPT 9.4.22 (13415 : Presentation from the Department of Insurance)

Regulations to lower costs and increase transparency

- Require insurance companies to **factor consumers' and businesses' wildfire safety actions into their pricing**
- Provide consumers with **transparency about their "wildfire risk score"** that insurance companies assign to properties
- Give consumers the **right to appeal** their risk determination
- Public hearing was April 13 — regulations expected to be in effect by summer 2022

RICARDO LARA
INSURANCE COMMISSIONER
California Department of Insurance

Attachment: Safer from Wildfire - PPT 9.4.22 (13415 : Presentation from the Department of Insurance)

It Is Working!

- The number of homeowners non-renewed by insurance companies fell by 10 percent statewide in 2020 compared to the previous year — a decrease of 22,870 policies.

- **Premium discounts now available to 2 out of every 5 consumers,** with up to 20 percent discounts for wildfire-hardened homes – 6x increase since 2019

Attachment: Safer from Wildfire - PPT 9.4.22 (13415 : Presentation from the Department of Insurance)

QUESTIONS?

1-800-927-4357

insurance.ca.gov

Attachment: Safer from Wildfire - PPT 9.4.22 (13415 : Presentation from the Department of Insurance)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-579

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal

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RECOMMENDATION AND JUSTIFICATION:
Approve Agreement with BOP, A Joint Venture for Oak Fire Structural Debris and Hazard Tree Removal Operations in an Amount Not To Exceed $7,996,860 Pending Receipt of Required Insurance Bonding Documents; Approve Associated Budget Action; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Documents Pertaining to This Agreement (Subject to Approval as to Legal Form by County Counsel).

On July 22, 2022, the Oak Fire began in the Midpines area of Mariposa County and grew into a major wildfire.

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

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.

127 homes and 66 outbuildings were destroyed. This resolution is submitted to approve an agreement with the successful bidder for structural debris and hazard tree removal.

The CDAA will fund between 82.5% and 100% of the expenses associated with these services. A determination has not been made on a waiver of the 17.5% of expenses for which the County is responsible under CDAA guidelines. A portion of County costs will be represented by salaries and benefits associated with managing Oak Fire response and recovery. For these reasons, the budget action associated with this board item establishes the fund from which expenses can be paid and revenue can be received, but it does not identify the source of the County match. With clarity on the above outstanding questions, Administration will return to the Board with an amended

budget associated with this project.

The request for a waiver of Mariposa County fees is attached for reference.

This item is being submitted prior to the receipt of required contract documents, to ensure that Mariposa County is doing everything possible to expedite recovery efforts.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 26, 2022, the Board of Supervisors adopted Resolution 22-435 ratifying a Proclamation of the existence of a local emergency, and ratifying a Proclamation of the existence of a local health emergency.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Could result in delays and / or failure to provide essential structural debris and hazard tree removal from the Oak Fire burn scar.

ATTACHMENTS:
Oak Fire Contract (PDF)
Exhibit A, Scope of Work(PDF)
Exhibit A.1, Special Provisions (PDF)
Exhibit B - Budget Detail and Payment Provisions (PDF)
Exhibit B. 1 - BOP Cost Proposal (PDF)
Exhibit C - FEMA PA Provisions (PDF)
Attachment C - Refrences (PDF)
Exhibit D - Request For Proposals (PDF)
BA Oak Fire Debris Removal (PDF)
Request for Waiver Local Cost Share - signed (PDF)

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

AGREEMENT FOR OAK FIRE DISASTER DEBRIS AND HAZARD TREE REMOVAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and BOP, a Joint Venture ("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 March 31st, 2023, whichever is earlier.

2. SERVICES

Contractor shall perform disaster debris and hazard tree removal services on parcels affected by the 2022 Oak Fire as described in Exhibit A, "Scope of Work," Exhibit A.1, "Special Provisions," Exhibit C, "Required Clauses for FEMA Public Assistance Program Contracts," Attachment C, "Reference Documents," and Exhibit D, "Request for Proposals," which are 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 $7,996,860 as set forth in Exhibit B, "Budget Detail and Payment Provisions," and Exhibit B.1, "BOP Cost Proposal," which are attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than

Attachment: Oak Fire Contract [Revision 4] (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

Attachment: Oak Fire Contract [Revision 4] (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, 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

Attachment: Oak Fire Contract [Revision 4] (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
JV Manager
BOP, A Joint Venture
4740 Rocklin Road
Rocklin, CA 95677

COUNTY:
County Administrative Officer
County of Mariposa
5100 Bullion Street/P.O. Box 784
Mariposa, CA 95338

Attachment: Oak Fire Contract [Revision 4] (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

Attachment: Oak Fire Contract [Revision 4] (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

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, 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.

Attachment: Oak Fire Contract [Revision 4] (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

Attachment: Oak Fire Contract [Revision 4] (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

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 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.

31. ORDER OF PRECEDENCE

In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply: Agreement (this document); Exhibit A – Scope of Work; Exhibit B – Budget Detail and Payment Provisions; Exhibit A.1 – Special Provisions; Exhibit C – Required Clauses for FEMA Public Assistance Program Contracts; All Reference Documents

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

Attachment: Oak Fire Contract [Revision 4] (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Rosemarie Smallcombe, Chair Board of Supervisors	Nathan Bamford, JV Manager BOP, A Joint Venture
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Oak Fire Contract [Revision 4] (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

EXHIBIT A

SCOPE OF WORK

1. BOP, A Joint Venture (hereinafter referred to as “Contractor”, “Disaster Debris and Hazard Tree Removal Contractor”, or “DDHTR Contractor”) shall provide Disaster Debris and Hazard Tree Removal Services to Mariposa County (hereinafter referred to as the “County”) as described herein.
2. The Operation Coordinators during the term of this Agreement will be:

Mariposa County Contract Manager	TBD
Name:	Name:
Phone:	Phone:
Email: @mariposacounty.org	Email:

Direct all Agreement inquiries to:

Mariposa County Contract Analyst	TBD
Contracts Unit	
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Email:	Email:

3. BACKGROUND

The Oak Fire in Mariposa County destroyed a significant quantity of structures and damaged many trees, which now pose a hazard. The County of Mariposa will manage the coordinated removal of structural debris and hazard trees from the Oak Fire by implementing a county-led Consolidated Debris Removal Program. This agreement aims to provide structural debris removal and hazard tree removal services in Mariposa County.

The estimated number of residential properties destroyed in the Oak Fire is 127, and the estimated eligible hazard trees is around 4,500. The estimates above are only preliminary estimates; actual quantities are not guaranteed and may vary from the estimates substantially, either higher or lower, after the Contract is awarded.

Participation in the county clean-up program is generally voluntary for property owners whose properties are located within the delineated disaster area and who have qualifying debris. They are obliged to remove the structural debris and certain hazard trees on their properties but are not required to join the County program.

Property owners can choose to contract privately and separately for structural debris and hazard tree removal or remove their structural debris and hazard trees themselves, pursuant to Mariposa County protocol.

Mariposa County is responsible for soliciting, obtaining, and processing Right of Entry Permits (ROEs) from each property owner who wants to participate in either or both the County’s

Attachment: Exhibit A, Scope of Work (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

Structural Debris Removal and the Hazard Tree Removal functions. Mariposa County may also abate properties that do not comply with debris removal requirements. Abated properties may be cleaned through the County Program under this agreement. Public entities, such as municipal governments, school districts, and state agencies, may also enroll parcels in the clean-up Program.

The County of Mariposa does not control the ultimate number of property owners who enroll in the clean-up Program. As a result, none of the estimated Structural Debris or Hazard Tree quantities or overall contract dollar amounts are guaranteed by Mariposa County. The scheduled duration of the work is also not guaranteed by Mariposa County. The quantity of Structural Debris and/or Hazard Trees removed as part of these Operations and applicable to this RFP may change, based on the discretion of Mariposa County, site conditions unforeseeable to the County at the time of this RFP solicitation, property owner participation in the County Program, and other unanticipated factors. Potential bidders are advised to submit bid schedules accordingly, as no rate changes will be allowed for quantity variations.

The response to and recovery from these fires will be managed according to the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). All work under this agreement will be achieved in accordance with the Incident Command System (ICS). The County of Mariposa will stand up an Incident Management Team (IMT), which will oversee and direct all aspects of the work in support of the Contract Manager, as described more fully herein. The Contractor should be familiar with all relevant components of the ICS, including Incident Action Plans (IAPs), Incident Action Planning Process, and ICS organizational charts. An Incident Action Plan is a written plan that sets forth the incident objectives and reflects the tactics necessary to manage an incident during an operational period. The Contractor will be expected to actively participate in the ICS process, including at Tactics and Planning Meetings and through the development of IAPs.

The sample titles of the Incident Management Team Member positions are listed below. They are used throughout this Agreement for bid, evaluation, and identification purposes and may vary based on the specifics of this incident.
Using different titles, as Mariposa County dictates, shall not affect the required qualifications or rates of the various Contractor staff.

Single Incident Title	
Incident Commander	
Deputy Incident Commander	
Operations Section Chief	
Deputy Operations Section Chief	
Branch Director	
Division Supervisor	
Task Force Leader	
Task Force	
Environmental Group Supervisor	
Planning Section Chief	
Deputy Planning Section Chief	
Finance Section Chief	
Deputy Finance Section Chief	
Logistics Section Chief	

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Single Incident Title	
Deputy Logistics Section Chief	

DDHTR Contractor shall work in close proximity to numerous other parties, such as utility companies, local and State government agencies, other County contractors, and private party structural debris removal and/or hazard tree removal contractors. The DDHTR Contractor shall coordinate with these other parties, in conjunction with the IMT, to minimize impacts or delays, including but not limited to full or partial availability of operationally key roadways (public and private), availability of water and other necessary utilities, and direct access to County program properties and their debris and hazard trees.

5. ORDER OF OPERATIONS

The Disaster Debris and Hazard Tree Removal Services shall follow a sequenced, systematic approach to removing debris and hazard trees from each property, as described in more detail in Section 6 and the Special Provisions (Exhibit A.1), with the major responsibilities of the DDHTR Contractor, noted below. DDHTR Contractor shall work simultaneously with a separate contractor hired by Mariposa County to perform Disaster Debris Removal and Hazard Tree Removal Assessment and Monitoring Services, referred to below as “Mariposa County’s A&M Contractor” or “A&M Contractor.” The following describes the overall sequence of operations to provide structure and context for the DDHTR Contractor tasks and responsibilities described in Section 7.

4.1. Prior to Work

- Prepare Site-Specific Health and Safety Plans
- Prepare Hauling and Reuse/Disposal Plans and Hazard Tree Removal Work Plans to be approved by the IMT
- Review the Environmental Protection Plan, file appropriate environmental permits and timber harvest documents, and develop Environmental Work Plans
- Identify, prepare required documentation for, and secure applicable permits for temporary facilities and end-use facilities, to be approved by the County
- Train project personnel

4.2. Debris Removal

- Remove asbestos-containing material as directed by the A&M Contractor, including knocking down chimneys and fire-damaged walls
- Conduct Debris Removal Pre-Work Inspection (“360 Site Walk”) with the A&M Contractor on all properties prior to any work commencing
- Fell and remove “danger trees” that are preventing debris removal operations
- Remove pre-existing erosion control Best Management Practices (BMPs)
- Recycle burned vehicles adjudicated by law enforcement prior to crew arrival, transport vehicles offsite for adjudication by law enforcement (if applicable), or stage vehicles on plastic, outside the burn footprint, for future adjudication by law enforcement (if applicable), to be subsequently removed and recycled, as directed by the IMT
- Remove and recycle metals, dispose of ash and debris, recycle concrete, dispose of 3-6” of contaminated soil from debris footprints
- Finish grading/smoothing surface
- Remedy any nonconforming work identified by the A&M Contractor during the Debris Removal Interim Site Walk
- Rescrape additional soil from the property if necessary to meet clean-up goals

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- Implement erosion control
- Remedy any nonconforming work identified by the Operations Section Chief (OSC) or designee during the Debris Removal Final Site Walk, which may occur subsequent to hazard tree removal

4.3. Hazard Tree Removal

- Inspect hazard trees marked by the A&M Contractor and determine felling methods
- Conduct Hazard Tree Removal Pre-Work Inspection ("360 Site Walk") with the A&M Contractor on all properties prior to any work commencing
- Mark and photograph pre-existing downed timber and relocate on-site as necessary
- Fell, process, and remove hazard trees
- Apply erosion control
- Remedy any nonconforming work identified by the A&M Contractor during the Hazard Tree Removal Interim Site Walk (prior to crew mobilizing to next site)
- Remedy any nonconforming work identified by the OSC or designee during the Hazard Tree Removal Final Site Walk

5. DDHTR CONTRACTOR TASKS AND RESPONSIBILITIES

The IMT will manage the Operation in the field and operate under the ICS. Through Work Orders and Incident Action Plans, Mariposa County will direct the DDHTR Contractor when and where these services are necessary. No work shall occur without a written and executed Work Order or Incident Action Plan.

The IMT will generally provide specific work assignments to the DDHTR Contractor through Incident Action Plans (IAP). The IMT will identify incident objectives for the next operational period through the incident action planning process. DDHTR Contractor may provide input and recommendations on incident objectives prior to execution of the IAP. DDHTR Contractor is responsible for completing all work specified in the IAP within the timeframe identified in the IAP. The DDHTR Contractor shall complete all work assignments on parcels and/or segments of the public right of way identified in executed IAPs or executed Work Orders to the satisfaction of the County. At its sole and exclusive discretion, Mariposa County shall determine and establish the scope of work necessary to properly remediate each parcel, as monitored by the A&M Contractor and informed by confirmation soil sampling.

DDHTR Contractor shall complete the following tasks:

5.1. PRIOR TO BEGINNING WORK

5.1.1. Site-Specific Health and Safety Plan

DDHTR Contractor shall, at all times, operate equipment and perform labor safely and professionally to ensure the safety of its employees and the public. DDHTR Contractor shall pay particular attention to operations around local roads and take all necessary precautions. DDHTR Contractor shall note the number of power lines crossing the site, dead trees, chimneys, and all underground utilities.

The DDHTR Contractor shall prepare a site-specific health and safety plan (H&SP), prepared and signed by a Certified Industrial Hygienist (CIH) or other certified health and safety professional (CSP). This H&SP shall be prepared and implemented for the DDHTR Contractors and subcontractors' field staff in coordination with County Health and Safety

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professional(s). The H&SP shall address the hazards described in the Scope of Work and the Special Provisions. The CIH/CSP will also review and approve a personal protective air monitoring plan, ensure its proper implementation, and review and approve a final report summarizing the air personal protective monitoring data, assessment, and results for the protection of the DDHTR Contractor's debris removal crews. DDHTR Contractor shall designate eating areas and supply hand and eye washing stations and mobile sanitary facilities for each project site.

The Site-Specific Health and Safety Plan shall also consider and address the COVID-19 (COVID) pandemic and how the DDHTR Contractors' crews will protect themselves and the community from contracting and spreading the virus. This includes activities both during operational workdays and after hours. This plan shall also consider and address the local and State public health agencies' COVID-19 protocols at the time of operation. At a minimum, Contractor's Health and Safety Plan shall include:

Contractor shall monitor www.covid19.ca.gov daily for updates and resources related to COVID.
Contractor shall ensure all updated CDC and relevant County guidance are implemented as appropriate.
Contractor shall comply with all Cal/OSHA requirements specific to worker safety.
The DDHTR Contractor shall at all times be responsible for the protection of its employees, subcontractors, and members of the public impacted by the operation. A review of the DDHTR Contractor's H&SP by County staff shall in no way relieve the DDHTR Contractor of responsibility for compliance with all Federal, State, and local laws pertaining to health and safety.

The DDHTR Contractor's Project Manager and the assigned Safety Manager (can be the same person) shall be within the operational area whenever work is being performed unless otherwise authorized by the County. Given that ash may contain elevated levels of heavy metals and/or asbestos, the DDHTR Contractor shall set up an exclusion zone(s), including a "Hot" zone and "warm" zone, as much is feasible, around each debris removal site before removal and leave in place until the OSC signs off the site as clean. All personnel entering and leaving the exclusion zone shall be required to wear level "C" protective attire.

Those working outside but near the exclusion zone may be allowed to wear level "D" with N95 masks and coveralls depending on the work zone and hazard level, as described in the DDHTR Contractor's health and safety plan.

5.2. Prior to site entry, the DDHTR Contractor shall ensure that:

Adequate work planning, health and safety evaluation of the proposed work scope, safety planning (including an H&SP signed by an appropriate safety professional and reviewed by Mariposa County safety professionals), and operating procedures review has been completed.
All personnel have been properly trained and briefed on hazards and procedures for the site to be entered.
Equipment and materials are on-hand to complete the work safely and efficiently.
Proper site access authorization has been obtained.
Proposed operation employees have read and signed the H&SP.
The site has been wetted down between 24 hours and 48 hours prior to structural debris removal activities.

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All site personnel and superintendents shall be currently certified for Hazardous Waste Operations and Emergency Response (HAZWOPER) in accordance with 29 C.F.R. section 1910.120 and 8 CCR section 5192. The site superintendents shall have appropriate experience to perform the tasks outlined above adequately.

The H&SP shall direct the preparation of personal air monitoring for asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) per OSHA requirements for hazardous waste assessment, and potentially chromium +6 and mercury in the operator's breathing zone.

5.3. Environmental Protection Plan

The County will prepare an Environmental Protection Plan (EPP), developed to ensure that the structural debris removal and hazard tree removal functions are compliant with applicable local, State, and Federal laws, International Treaties, regulations, Executive Orders, statutes, permits, and policies not waived per the Proclamation, as agreed upon by the Secretaries of the California Environmental Protection Agency (CalEPA) and California Natural Resources Agency (CNRA) including, but not limited to, the California Environmental Quality Act, AB-52 Tribal Consultation, California Forest Practice Rules, the Federal National Environmental Policy Act (NEPA), Endangered Species Act Section 7, and National Historic Preservation Act Section 106 requirements. The EPP presents Best Management Practices (BMPs) and Avoidance and Minimization Measures (AMMs), respectively, for compliance with applicable state and federal environmental laws and regulations to expedite disaster recovery. An example EPP, addressing both structural debris removal and hazard tree removal functions, similar to the EPP anticipated for these operations, is included as part of this solicitation, Attachment C (for reference only). DDHTR Contractor shall implement the BMPs and AMMs described in the EPP throughout the Operation. The EPP will be included as an attachment to the RFP.

5.4. DDHTR Contractor Technical Specialists

5.4.1. Environmental Compliance Liaison

The DDHTR Contractor will assign an Environmental Compliance Liaison (ECL) who is responsible for ensuring that the DDHTR Contractor meets all of the environmental permit requirements and all EPP BMPs and AMMs are properly implemented across the Operation, including at all of the DDHTR Contractor's temporary facilities (including but not limited to: laydown yards, log processing and storage yards, materials processing, and transfer facilities, vehicle adjudication facilities, California Department of Transportation (DOT) inspection yards, and other temporary facilities as required for the Operation). The ECL shall also oversee the implementation of BMPs and AMMs for watercourse crossings and road improvement work. The ECL is responsible for preparing and overseeing the appropriate implementation of the respective State and Federal BMPs and AMMs as specified in the EPP and as specified in other permits obtained by the DDHTR Contractor from local agencies for temporary facilities. The ECL shall also coordinate and implement necessary compliance actions throughout the life of the permit, as directed by the regulatory agency. The ECL is also responsible for terminating permits with the permitting agency and notifying the IMT when each permit is terminated.

5.4.2. Stormwater Specialist

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The DDHTR contractor will also assign a Stormwater Specialist who is a Qualified Stormwater Pollution Prevention Plan Practitioner (QSP) and who is familiar with rural and urban applications of erosion and sediment control. The Stormwater Specialist will oversee applicable work on roads, debris sites, and support facilities. They will manage NPDES compliance and will manage the response to accidental spills. The Stormwater Specialist will also coordinate the documentation of removal, maintenance, and deployment of intermediate and final erosion/sediment control and shall record such measures in a County designated or approved database in coordination with the A&M Contractor.

5.5. A&M Contractor Technical Specialists

The A&M Contractor will provide resource monitors, including Registered Professional Foresters, biologists, and archaeologists, to assist in the oversight and implementation of the EPP and Timber Harvest Plan Exemptions during the Operation(s) for the purpose of protecting the environmental and cultural resources present. Local tribal nations may provide tribal monitors to assess for native artifacts that DDHTR Contractors' ground-disturbing activities may unearth. The DDHTR Contractor must follow the guidance of the resource monitors, as directed by Mariposa County to protect natural and cultural resources.

5.6. Environmental Work Plans

The DDHTR Contractor shall prepare Environmental Work Plans (EWPs) for specific projects or components of projects detailing the planned means and methods and how those means and methods will comply with applicable BMPs and AMMs, as may be identified by the A&M Contractor or the IMT. Requirements for EWPs include, but are not limited to:

Site location, by APN and street address, and site access and areas of environmental sensitivity (e.g., water courses, topography, special status species, and potential cultural resources).
Narrative description of work to be performed, including types of equipment and specific methods to be employed, and estimated start date (if known).
Maps and sketches showing the work site and planned operations with sufficient detail to identify access to the enrolled parcel, the parcel's boundaries, and watercourse crossings necessary to reach work sites. GIS mapping products may also be required.
Description of how, when, and where BMPs and AMMs will be implemented.
Contingency plans in the event a planned BMP or AMM is not able to be successfully implemented, a new resource is identified, or other unforeseen circumstance arises.
DDHTR Contractor shall prepare and submit EWPs within seven (7) calendar days of notice by the A&M Contractor or IMT that such a plan is required. DDHTR Contractor may coordinate with the A&M Contractor but bears ultimate responsibility for preparing and implementing the plan. DDHTR will promptly respond to any feedback on the plan provided by the A&M Contractor or IMT and issue revised versions within the timeline prescribed by the IMT, which is not expected to exceed seven (7) calendar days.

5.7. Forest Practice Rules Requirements

5.7.1. Timber Harvest Documents

DDHTR Contractor, as the Licensed Timber Operator (LTO), shall be responsible for reviewing, signing, and implementing Timber Harvest Plan Exemptions, drafted by the A&M

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Contractor's RPF. Removing hazard trees from public ROWs and adjacent to private roads (if applicable) within these areas will require DDHTR Contractor to submit and sign a Timber Harvest Plan Exemption to CAL FIRE for each exemption area identified within the Forest Practice Rules.

5.7.2. DDHTR Contractor's Liaison to the Registered Professional Forester

Forest Practice Rules do not require the use of an RPF for the submittal or operations of the above identified Exemption Notices; however, there are specific Forest Practice Rule regulations (per 14 CCR sections 1038(b) and 1038.1, and 14 CCR section 1104.1) which prevent the use of the Exemption Notice in certain environmental situations. Since this Operation is being coordinated with other regulatory agencies, DDHTR Contractor shall provide an RPF who shall be responsible for preparing and submitting the Notices of Exemption. Disputes between DDHTR RPF and A&M Contractor's Lead RPF shall be resolved in favor of the A&M Contractor's Lead RPF.

The DDHTR Contractor's RPF shall oversee, monitor, and manage the hazard tree removal operations and related activities, and assure the Operation follows the Forest Practice Rules and the Public Agency, Public and Private Utility ROW Exemption documents. The DDHTR Contractor's RPF is expected to sign and file on behalf of the Department, the Public Agency, Public and Private Utility ROW Exemptions for public agency removal of timber per 14 CCR section 1104.1 relating to conversion exemptions of the Forest Practice Rules. Upon execution and submittal of valid Public Agency, Public, and Private Utility ROW Exemptions to the appropriate Cal Fire RPF, DDHTR Contractor RPF's or Environmental Compliance Liaison shall provide written notification to the appropriate California Regional Water Quality Control Board (RWQCB) and the IMT.

5.8. Hauling and Reuse/Disposal Plans

The DDHTR Contractor shall prepare and submit a Hauling and Reuse/Disposal Plan (HRDP) as specified in the Operational Milestones. The IMT must approve the plan prior to starting structural debris removal operations in the specified area. The HDRP must account for the expected crew mobilizations described in later milestones. The DDHTR Contractor shall consider and, if directed to do by the IMT, adjust its plan based on Traffic Management Plans or Assessments prepared by third parties such as the California Department of Transportation (Caltrans) or the A&M Contractor. This may include prohibiting or restricting hauling operations on certain roads or highways. The IMT, at its exclusive discretion, may direct the DDHTR Contractor to adjust hauling plans during the Operation if an unforeseen traffic or safety concern arises. No compensation shall be provided as a result of such changes. Each plan shall address the following:

Proposed primary and alternate end-use locations for all waste streams (except timber).

Proposed locations and site plans for any Temporary Debris Management Sites or other temporary facilities (including facilities for segregated materials, such as ash and debris, concrete, and metal recycling).

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Haul routes from the disaster area to the temporary facilities and end-use locations are presented as map graphics and GIS datasets. Haul routes must be identified with sufficient detail to permit the A&M Contractor to perform pre-work assessments.

Listing of planned trucking resources to support the Hauling and Reuse/Disposal Plan.

Risk management plan for road closures, traffic impacts, or other events that could impact hauling and disposal operations outlined in the plan, including how the risks will be mitigated, such as alternate haul routes.

5.9. Hazard Tree Removal Work Plans

DDHTR Contractor shall submit a Hazard Tree Removal Work Plan (HTRWP) to the IMT describing its proposed approach for hazard tree removal operations in specific areas of the County as directed by the IMT. The IMT may direct that a single HTRWP be submitted for the entire Operation or that individual HTRWPs be submitted for specific geographic areas.

The HTRWP shall include the following:

Description of proposed means and methods, including types of equipment to be used

Listing of all proposed crews, including the specific number of personnel and pieces of equipment to be assigned to each crew

Listing of any proposed TLSPS, and site plans for any proposed sites as described in the Special Provisions

Listing of proposed end-use facilities

Description of current engagement with CAL FIRE regarding Forest Practice Rules compliance

5.10. Water Source

DDHTR Contractor shall obtain any necessary water use permits, comply with permit conditions, and monitor water usage from hydrants using a meter or other required and approved method of tracking water usage. DDHTR Contractor shall pay connection fees, water meter fees, and use fees charged by water purveyors.

5.11. Underground Utilities

DDHTR Contractor shall notify Underground Services Alert (USA) at least 48 hours prior to conducting any ground-disturbing activities, such as debris removal. DDHTR Contractor shall also check for underground utilities by using an independent private utility locator service for private ROWs, if necessary.

5.12. Secure Lodging

Bidders may consider lodging options, including, but not limited to, commuting, establishing a housing base camp, using trailers, leasing dormitory space, and maximizing the hiring of local staff and subcontractors that will not require lodging. Contractor shall bear the cost of such lodging choice. Any temporary facility established by the Contractor must be approved in advance by the IMT and comply with all documentation, permitting, and environmental review requirements in this agreement and Exhibit A.1. Further, Contractor shall maintain records of all costs incurred for operating any such temporary housing facility (such as invoices, purchase orders, and receipts), and provide these records to Mariposa County upon request. This documentation must sufficiently allow for the cost of operating a temporary housing

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D.3.b

facility to be segregated from other operational costs and shall include a summary spreadsheet clearly showing these costs.

5.13. Identify material disposal and recycling options

DDHTR Contractor shall identify all material disposal and recycling facilities used during debris and hazard tree removal, subject to approval by Mariposa County. Ash, debris, and contaminated soil shall be disposed of at Class III lined landfills approved by the Regional Water Quality Control Board and CalRecycle, in its regulatory capacity. Contractor shall be responsible for coordination with all landfills, including fulfillment of waste characterization requirements. Metals and concrete shall be taken to recycling facilities unless otherwise directed by the County.

5.14. Identify and establish temporary facilities

DDHTR Contractor shall identify and establish temporary facilities. A temporary facility is any facility established by the DDHTR Contractor (or any subcontractor of the DDHTR Contractor) during the course of this agreement for the purpose of supporting work conducted under this agreement. Temporary facilities include, but are not limited to, equipment staging areas, material staging areas, Central Vehicle Adjudication Facilities, material staging/processing sites, Temporary Debris Management Sites, Temporary Log Storage, and Processing Sites, and basecamps. Before use, all temporary facilities must go through the Cal OES Environmental and Historic Preservation (EHP) review processes and/or local environmental permit review. Where applicable, DDHTR Contractor shall consult with Cal OES EHP to determine if the proposed action is considered a temporary facility subject to the requirements below or should be addressed through an Environmental Work Plan. When requesting a new temporary facility, the DDHTR Contractor shall provide:

Site-Specific Plan, which includes:

- Address/Location
- Aerial map with topographical features that illustrates property boundaries and land uses
- A description of the site
- A description of all uses and impacts, including if heavy equipment will be stored there, utility tie-ins, etc.
- A description of necessary Best Management Practices to be deployed.
- Coverage under the appropriate National Pollutant Discharge Elimination System Permit - Industrial General Permit or Construction General Permit (as appropriate) from the Regional Water Board, and develop a Storm Water Pollution Prevention Plan (SWPPP)
- Caltrans Encroachment Permit if ingress/egress will be made from a State Highway
- County or Municipal Encroachment Permit if ingress/egress will be made from a county or municipal roadway
- County permits secured (Zoning, Conditional Use, Administrative Use, Grading, etc.) and confirmed with County
- Other County requirements, as applicable by ordinance (air quality control plan, dust control plan, etc.)

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- If applicable, due to work in a wetland, or watercourse, any Section 404 and 401 of the Clean Water Act permit, Fish and Game Code Section 1600 Lake and Streambed Alteration Agreement (if not suspended), as well as provide evidence of compliance with Executive Order 11990 Protection of Wetlands, and Executive Order 11988 - Floodplain Management requires Federal activities to avoid impacts to floodplains N/A
- Documentation that the site is not on the Hazardous Waste and Substances sites from the Department of Toxic Substances Control (DTSC) “Cortese list.”
- Additionally, the DDHTR Contractor shall assist the A&M Contractor in performing and documenting in the IMT-designated database the following:
- Site assessment by a qualified biologist for Federal Endangered Species Act and California Endangered Species Act
- Provide CNDDB and ECOS Critical Habitat review
- Provide documentation of a field visit with photographs and notes
- Proof of any consultation with the CA Department of Fish and Wildlife
- Proof of any applicable permits (for example, Regional General Permits for Clean Water Act Sections 401 and 404, California Department of Fish and Wildfire Lake and Streambed Alteration Agreements)
- Documentation of an archaeological site assessment by a Qualified Secretary of Interior Archaeologist. If necessary, applicable tribal nations shall also review the proposed temporary facilities.
- Additional requirements for Temporary Facilities are provided in Exhibit A.1 Special Provisions. DDHTR Contractor is responsible for implementing requirements for Temporary Facilities as listed in both this Exhibit and the Special Provisions.

5.15. Establish Central Vehicle Adjudication Facilities (CVAFs)

While Mariposa County does not anticipate the need for a CVAF, if requested by the IMT, the DDHTR Contractor shall provide the County with one or more locations where the state or local government can safely verify VINs for each vehicle as described in the Special Provisions (Section 4.10). These facilities shall be referred to as “Central Vehicle Adjudication Facilities.” Vehicles removed from the public right of way, or as otherwise directed by law enforcement, shall be stored separately from private property vehicles, shall be retained on-site for a period of time (as established by the IMT, but generally, fifteen days), and may be recovered by the property owner from the CVAF if permitted by law enforcement. If necessary, the DDHTR Contractor shall assist property owners in recovering vehicles, such as by loading them onto trailers.

Each CVAF needs to be sized to accommodate vehicle storage to support the following:

1. Vehicle delivery rate,
2. Vehicle abatement rate,
3. Vehicle removal rate for recycling.

For this solicitation, it is assumed that the DDHTR Contractor shall provide a vehicle capacity of up to 200 vehicles to be temporarily stored on-site.

5.16. Inspect Trucks

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DDHTR Contractor shall have all operational trucks (including low beds, tree removal trucks, chip trucks, water tenders, tow trucks, street sweepers, and other commercially licensed vehicles used on the project) inspected by A&M Contractor's DOT truck inspectors prior to use on the Operation. After each 30-day period, 10% of the commercial trucks (as selected by Mariposa County or it's A&M Contractor) will be re-inspected per DOT Level 1 requirements.

DDHTR Contractor shall provide a safe location for all DDHTR Contractor's trucks and road equipment to be DOT inspected by A&M Contractor's DOT Inspectors. DDHTR Contractor shall also provide basic facilities, such as portable restrooms, for the DOT Inspector's use.

5.17. Mobilization

DDHTR Contractor shall mobilize each Debris Removal Crew or Hazard Tree Removal Crew to the project site, including all personnel, equipment, supplies, portable restrooms, hand sanitation stations, maintenance crews, water tenders/buffalos, haul trucks, overhead/management personnel, and support crews for the duration of the project, as outlined in Section 11 "Operational Milestones, Mobilization Requirements, and Metrics," or as otherwise directed by the IMT.

5.18. Training

Health and Safety
The DDHTR Contractor's health and safety officer and supporting team shall provide health and safety training for all incoming debris removal and hazard tree removal crews prior to their being deployed into the field. The training will be reviewed prior to its presentation to the crews by the IMT's Health and Safety (H&S) Officer. The IMT's H&S Officer shall be present for these kickoff safety trainings.

Debris Removal Crews
Prior to commencing debris removal, each debris removal crew will be trained by the DDHTR on the order and required methods of debris removal described in this Scope of Work and the Special Provisions. The training shall be pre-approved by the OSC or designee. The OSC may elect to personally deliver or participate in the training or identify a designee. Of key importance is when and how the initial soil scrape is conducted. Crews that do not follow the order and methods described in the training, without cause, will be removed from the Operation at the direction of Mariposa County.

6. Functions:

6.1. Structural Debris Removal

6.1.1. Overview

DDHTR Contractor shall safely remove and recycle or dispose of burned structural debris (including asbestos), burn ash, recyclable metals, vehicles, concrete, and contaminated soil, as well as provide related support services, such as dust control, traffic control, installation of erosion control, and the removal of trees hazardous to the structural debris removal crews specifically. The structural debris removed from properties shall be segregated on each property, loaded into trucks containing only one material type, and transported to designated end-use/disposal facilities. Ash and debris will be disposed of at IMT-approved landfills

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capable of and permitted for disposing of such wastes. DDHTR Contractor shall select the disposal facility, subject to approval by the IMT, and be responsible for the disposal of all ash and debris in compliance with all applicable laws. If the DDHTR Contractor proposes to use a landfill outside of California, it must provide evidence that the disposal of fire debris at the requested facility is allowable under the receiving state's laws. The IMT will not negotiate with out-of-state landfills on the DDHTR Contractor's behalf. All other reusable or recyclable materials will be taken to recycling facilities determined by DDHTR Contractor, subject to approval by the IMT. Each material type shall be tracked separately (material quantities and costs by the A&M Contractor) to meet the overall objectives of this Operation and to track costs incurred to clean up each property.

The types and quantities of structural debris removed and disposed of vary depending on the actual property size, use, and site characteristics. These quantities are not guaranteed, and variance from these quantities, whether on an individual parcel or in aggregate, shall not be considered grounds for a change order or additional compensation.

Exhibit A.1, Special Provisions, details some of the means and methods that the DDHTR Contractor is expected to carry out. The overall structural debris removal function, including the management and tracking of materials removed and recycled or disposed of from each property, is listed below.

6.1.2. Specific Tasks

6.1.2.1. Utility Location

Check for underground utilities by alerting Underground Service Alert (USA) for public right of way

If necessary, check for underground utilities by using an independent private utility locator service for private right-of-way.

6.1.2.2. Asbestos Abatement

Knock down chimneys and/or partial walls, as directed by the OSC or designee, to allow safe access to the debris footprint for CAC/CSST to assess for asbestos-containing material (ACM) in the debris.

Remove gross asbestos-containing materials for those properties where asbestos is found or suspected, as identified by the A&M Contractor's CAC/CSST.

If necessary, prepare Asbestos Abatement Work Plans for review and approval by the IMT and/or regulatory agencies. Coordinate with regulatory agencies as needed, make all required notifications, and file all necessary permit documentation for demolition and asbestos abatement.
DDHTR Contractor shall complete asbestos abatement operations on each parcel that asbestos abatement is required on within seven (7) working days of a notice being provided by the IMT (or A&M Contractor, on behalf of the IMT) unless the IMT approves a different timeframe. The IMT may provide exceptions to this requirement during project startup if a significant quantity of parcels are ready for asbestos abatement at the time of NTP. However, in such an event, DDHTR Contractor shall address the backlog and become compliant with the seven (7) day metric within three (3) weeks of NTP. DDHTR Contractor should be prepared to account for any inefficiency resulting from this requirement, such as partial workdays or frequent mobilizations.

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6.1.2.3. Structural Debris Removal

Prior to any structural debris removal activities, DDHTR Contractor shall conduct a 360 degree Site Walk with the A&M Contractor's TFL and DS to review any comments or special requests from the property owner on the ROE and verify the extent of the property with a review of the Site Assessment Report, point out locations of items to protect or stay away from (septic tanks, leach fields, water wells, mines, drop-offs, large propane tanks, etc...). The property owner may also participate in the Site Walk. Unless otherwise directed by the IMT, the DDHTR Contractor shall comply with all requests made by the property owner on the ROE to the extent these requests are intelligible. If the DDHTR Contractor has a question or concern about a request on the ROE, it must notify the A&M Contractor's TFL and request guidance on how to proceed.

Determine how and where to load the trucks. Determine the limits of an exclusion zone.

Stake and tape off exclusion zones and maintain until all areas within the exclusion zone have met the clean-up goals.

Fell danger trees that are an imminent threat to the County Debris Removal Operation. For the purposes of the Structural Debris Removal Function, a "danger tree" (also referred to as a "potentially dangerous tree") is defined as a tree that poses a risk to or prohibits access for the A&M Contractor, the Structural Debris Removal contractor or their sub-contractors.. The felling of these trees is included in Bid Item #2 and not separately compensable under the Hazard Tree Removal Bid Items.

Collect, consolidate, and remove erosion control BMPs (wattles, etc.) placed post-disaster, remove ash and debris sediment collected by them, and dispose of with ash and debris.

Remove burned vehicles for recycling or disposal. Vehicles may have been previously adjudicated, in which case they may be crushed on-site and transported for recycling. Alternatively, vehicles may need to be transported to a Central Vehicle Adjudication Facility for adjudication prior to recycling. These vehicles cannot be crushed and may need to be carefully handled or towed intact to preserve VINs, per the direction of the County. Alternatively, vehicles may need to be placed onto plastic outside of soil sampling footprints and left on-site for future on-site adjudication and subsequently removed by the DDHTR Contractor. DDHTR Contractor shall complete vehicle removal at any point during the Operation, as directed by County. DDHTR Contractor shall not receive additional compensation for variations in sequencing/timing of vehicle removal due to delays caused by law enforcement. The IMT may also direct the DDHTR Contractor to remove vehicles from the public right-of-way. These vehicles must be tracked separately. Vehicle removal is described more fully in Special Provisions Section 4.10.

Collect, consolidate, remove, and transport metals for recycling, including burned tanks (for example, propane tanks) of any size. As necessary, de-valve and make tanks safe prior to disposal, which may require specialized training or equipment.

Collect, consolidate, remove, and transport ash and debris for disposal. DDHTR Contractor's equipment operator shall minimize the mixing of ash, debris, and concrete with the underlying soil.

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Collect, consolidate, remove, and transport concrete for recycling

Collect, consolidate, and remove 3-6 inches, as determined by the County Engineer or OSC, of residual ash-impacted soil from the debris site for disposal to remove fire-caused contamination. Contaminated soil from the ash and debris footprint shall be removed for disposal or landfill reuse for cover soil.

All Debris Removal Crews shall be properly equipped and supported by sufficient haul trucks to be productive for the duration of the operational hours on each workday. Each Debris Removal Crew is expected to off haul approximately 200 tons of metals, ash and debris, concrete, and/or residual ash impacted soil per workday. The IMT will compare each Debris Removal Crew's daily off haul, as recorded by the A&M Contractor, against this benchmark to determine if, in general, the Debris Removal Crew is performing to the satisfaction of the County. It is understood that certain necessary tasks, such as establishing access, on-site sorting, and consolidation, provision of property owner assistance, or implementation of BMPs and AMMs, may result in reduced off-haul on certain days. The IMT, in its sole and exclusive discretion, shall determine whether a Debris Removal Crew has good cause not to meet this benchmark. An inability by the DDHTR Contractor to provide sufficient trucks shall not be considered a good cause. As necessary to meet this benchmark, the DDHTR Contractor shall negotiate extended working hours with end-use facilities, propose extended operational hours to the IMT, and/or establish pre-load/truck staging yards (with the pre-approval of the IMT). If the IMT determines a crew is not consistently meeting this benchmark without good cause, the IMT may order the Debris Removal Crew demobilized from the project, and a new Debris Removal Crew mobilized in its place. Repeated failure to meet this benchmark shall be considered a breach of this agreement.

Cap all opened or damaged sewer lines, wells, and/or water lines. Cover all exposed septic tanks with plywood, and if applicable, for health and safety purposes, fence off with a temporary safety fence, as described in the Special Provisions.

Finish grading/smoothing ground surface (if applicable). Multiple burned areas should not be smoothed together to avoid cross-contamination of soil.

Once the DDHTR Contractor believes all the above-listed tasks are complete, they will notify the A&M Contractor's TFL. The A&M Contractor TFL, together with DDHTR Contractor's foreman, shall walk the debris footprint area to make sure there are no remaining nails, glass shards, or other debris remaining within the former structural debris ash footprint. Once the foreman and TFL concur that work appears complete, the TFL should notify the A&M Contractor DS and/or Branch Director (BD) to conduct the Debris Removal Interim Site Walk (ISW), which will confirm whether the site is sufficiently clean and cleared for soil sampling. If any remaining work is identified during the ISW, the DDHTR Contractor shall immediately remedy it. Once the site has passed the ISW, the DDHTR Contractor's crew shall mobilize to the next assigned site on the County Planning Section Chief's (PSC's) runway. The DDHTR Contractor should expect to experience some delays while awaiting A&M Contractor and IMT personnel to respond and conduct the ISW. No compensation shall be provided for this delay.

The determination of a "legacy trash" site (an on-property dump site that was present prior to the wildfire incident) will be determined at the sole discretion of the OSC.

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Prior to forecasted storm events, the DDHTR contractor shall install temporary BMPs on active properties near stormwater conveyances, as directed by the OSC. Document the placement of these BMPs in coordination with the A&M Contractor.

DDHTR shall be prepared for and provide all equipment, personnel, and training necessary to respond to a spill or leak, including erosion/sediment control materials, PVC pipe fittings, associated tools, and spill kits that can handle a spill of up to 1,000 gallons of any material. Spills and leaks may include but are not limited to broken water lines, trucks turned over in a water course, or broken fuel/hydraulic lines. If directed by the IMT, the DDHTR Contractor shall provide water quality and soil testing as part of the spill response. The DDHTR Contractor shall be responsible for the cost of such testing if the A&M Contractor's material testing services are utilized. The DDHTR Contractor is also responsible for notifying the IMT of the spill and, if directed to do so by the IMT, notifying the California State Warning Center.

DDHTR Contractor shall provide Personnel Air Monitoring for asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) per OSHA requirements for hazardous waste assessment, and potentially chromium +6 and mercury will be required in the operator breathing zone, per the DDHTR Contractor's Health and Safety Plan.

6.1.2.4. Conduct Rescrapes

a. The A&M Contractor will conduct confirmation soil sampling of the parcel. If the results indicate that the soil clean-up goals are exceeded, the OSC or designee will direct the DDHTR Contractor to remove and dispose of another layer of soil from the specific area(s) that exceeded these goals. The OSC or designee will provide exact specifications as to how much soil the DDHTR Contractor is to remove and from which areas. These areas will then be re-sampled by the A&M Contractor. DDHTR Contractor shall not be compensated for costs associated with delays in the soil sampling process.
b. The DDHTR Contractor will only be eligible for compensation for up to one (1) re-scrape per parcel. By no means shall County reimburse the DDHTR Contractor for rescrapes that exceed 25% of the total number of parcels subscribed to the program. These compensation limitations do not apply to parcels where the County determines that clean-up goals cannot be met due to site conditions unrelated to the disaster, at the sole and exclusive discretion of the County.
c. DDHTR Contractor shall complete rescrape operations on each parcel that a rescrape is required on within seven (7) days of a notice being provided by the IMT (or A&M Contractor, on behalf of the IMT) unless the IMT approves a different timeframe. DDHTR Contractor should be prepared to account for any inefficiency resulting from this requirement, such as partial workdays or frequent mobilizations.

6.1.2.5. Implement Erosion Control

a. Once Mariposa County has deemed the property ready for erosion control, The DDHTR Contractor shall remove the exclusion zone delineation (red tape and stakes) and prepare the site for final erosion control.
b. DDHTR Contractor shall provide all materials and labor for all placement and installation of erosion control devices and hydromulching after each property has

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been cleared of structural debris and approved by the OSC, or designee, for erosion control, as identified in the EPP and the Special Provisions.

c. Application of erosion control shall follow Natural Resource Conservation Service recommendations:
   i. The type and amount of mulch and tackifier are selected to provide a minimum of 70% surface cover that will remain in place for at least one growing season.
   ii. Application rates in the range of 2,000 to 3,000 pounds of wood fiber mulch and 75 to 100 pounds of Guar (or equal product that provides sufficient, biodegradable, and environmentally safe alternative, as approved by the IMT) based tackifier per acre are typical.
   iii. Use of weed-free straw may be used by permission of the OSC where hydromulch proves impractical or impossible to apply. Crimping or a tackifier will need to be used to make the straw an effective alternative.
d. DDHTR Contractor shall complete erosion control operations on each parcel where erosion control is required within seven (7) days of a notice being provided by the IMT (or A&M Contractor, on behalf of the IMT) unless the IMT approves a different timeframe. DDHTR Contractor should be prepared to account for any inefficiency resulting from this requirement, such as partial workdays or frequent mobilizations.

6.1.2.6. Final Site Walk

The OSC or designee will conduct a Final Site Walk of each parcel. The Final Site Walk is an inspection requirement to ensure that all work meets the standards of the Contract, the EPP, and the Special Provisions. If the OSC or designee identifies any nonconforming work during the Final Site Walk, the DDHTR Contractor shall promptly remedy the deficiency to the OSC's satisfaction.

6.1.2.7. Considerations for Commercial and Public Properties

Commercial and public properties, including businesses, industrial sites, mobile home parks, and facilities owned by public agencies, can be included in the County Program. The A&M Contractor shall identify hazardous levels from commercial properties by a waste profile. Profiles are done to determine the debris classification, which determines the end-use facility. The results from the profile determine whether they shall be designated as residential waste, California Hazardous Waste (Cal Haz), or California Hazardous and Resource Conservation and Recovery Act (RCRA) waste. Then DDHTR Contractor shall coordinate with the California Department of Toxic Substance Control (DTSC), United States Environmental Protection Agency, or any other entity directed to assist in the removal of the hazardous waste.

DDHTR shall create a work plan that defines the tasks to be performed by DDHTR, A&M Contractor, and DTSC and present the sequencing so that the building debris is properly removed and disposed of in an efficient manner with the completion of confirmation soil sampling to document the successful removal, to be approved by the Contract Manager.

The DDHTR Contractor shall be responsible for removing all non-RCRA hazardous waste. The DDHTR Contractor shall provide appropriate training and PPE to facilitate their role in the Operation, which may include working in proximity to hazardous waste operations conducted by others. The Special Provisions provide additional requirements for the

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management of hazardous wastes.

6.2. Function 2 - Hazard Tree Removal

6.2.1. Overview

The Hazard Tree Removal Function's purpose is to protect the general public, public infrastructure on public properties, public ROWs, and other areas approved by County. DDHTR Contractor shall perform all hazard tree felling, processing, and transport to DDHTR Contractor-sourced and IMT-approved TLSPS and/or directly to the end-use facilities, including all supporting services, as required by applicable local, state, and federal laws. DDHTR Contractor shall transfer ownership of the tree materials to the end-use facility. The DDHTR Contractor shall comply with all applicable Forest Practice Rules. The Public Agency, Public and Private Utility Right of Way Exemption may apply to Hazard Tree Removal activities.

The Hazard Tree Removal Function will be completed in a manner that does not negatively impact the Structural Debris Removal Function. Hazard trees shall not be felled into or dragged through debris fields or active soil sampling decision units. As directed by the IMT, this may result in the Hazard Tree Removal Function being completed after the confirmation soil sampling process is complete on a parcel if hazard trees cannot be felled and removed without disturbing the sampling footprints. Alternatively, the Functions may be completed concurrently if they will not negatively impact one another.

The requirements for Hazard Tree Removal are described more fully in Exhibit A.1 Special Provisions, Section 8, Hazard Tree Removal Operations.

Contractor's failure to perform any Hazard Tree task(s), as set forth below, shall render the Contractor ineligible for Hazard Tree unit compensation (for example, use of unpermitted end use facilities, use of unapproved equipment, or no pre-approval of TSLPS).

6.2.2. Specific Tasks

6.2.2.1. Pre-Inspection

a. Follow the Public Agency, Public, and Private Utility Right of Way Exemption requirements under the Forest Practice Rules and any local ordinances that specifically address the debris and or hazard tree recovery efforts.
b. Conduct pre-inspection tasks, as described in Special Provisions Section 8.5, to include:
    i. Verify clear access to trees on each assigned property prior to sending Hazard Tree Removal Crews to the assigned property.
    ii. Determine if any trees require specialty equipment for removal and notify the OSC or designee prior to sending Tree Removal Crews to the assigned property.
    iii. Identify and notify the OSC or designee if there are watercourses that either need to be crossed to access a property or are near any trees to be removed on a property for which the IMT has received a valid ROE.
c. Support work management process and conduct all tasks identified through work management tasks in the timeframes prescribed by the IMT, as described in Special Provisions Section 8.4.

6.2.2.2. Felling and Removal

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Conduct all-hazard tree felling and removal tasks, as described in Special Provisions Section 8.6.

a. Conduct pre-work walk (360 site walks) with A&M Contractor TFL, as described in Special Provisions Section 8.6.1
b. Provide reasonable access to the A&M Contractor to perform their tasks, as specified in the Special Provisions or as otherwise directed by County. Provision of this reasonable access may impact the DDHTR Contractor's operational efficiency.
c. Document and mark all downed hazard trees, timber, or other woody material on-site prior to the start of hazard tree felling, such as material resulting from utility line clearance operations or work conducted by the landowner. DDHTR Contractor is not responsible for removing this material but is responsible for handling and relocating it on-site as required to fell, process, and remove eligible hazard trees.
d. Fell, process, and remove all hazard trees, as specified in Special Provisions Section 8.6.3. As described in the Special Provisions, felling, processing, and removing hazard trees must be conducted as part of a singular operation rather than multiple discrete steps, as described in Special Provisions Section 8.6.3 and unless otherwise authorized by County. Depending on the voltage, all trees will be felled within the public utility prescribed distances from a public utility power pole or power line.
e. Apply erosion control to the site as necessary to comply with California Forest Practice rules, permit(s) requirements, the EPP, best management practices, industry practices, and the directions of the IMT. Erosion control methods must be appropriate for site conditions. If requested by the IMT, DDHTR Contractor shall provide evidence as to why the proposed erosion control method is appropriate for the site based on the above-listed criteria. Methods may include the application of chipped slash, lop and scatter, water breaks, or slash packs. Wood chips should not be used on slopes, especially near watercourses. When wood chips are used, the wood chips should be produced in a manner that keeps the material long and fibrous such that it binds together. The IMT or A&M Contractor's Registered Professional Foresters may provide specific direction on a site-by-site basis.' If wood chips are used, the depth shall not exceed two (2) to three (3) inches.
f. No removal of stumps or roots unless authorized by the County OSC. Cut stumps flush (within 6-inches) to the existing terrain surface.
g. DDHTR Contractor shall minimize ground surface disturbances as part of the hazard tree removal function. Tree access road building is prohibited unless authorized by the County in writing, prior to construction.
h. In some instances, the DDHTR Contractor may be directed to leave a felled tree(s) and limbs on the property on which they were felled. In these instances, the DDHTR Contractor agrees not to recover any credits for Hazard Tree wood material or any other wood material left behind on the site.
i. If the DDHTR Contractor believes unmarked trees must be removed for marked trees to be safely felled and/or removed, the Operations Section Chief or designee must pre-approve its removal. The tree would be documented as an "incidental tree" prior to tree felling at the OSC's direction. The DDHTR

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Contractor will then be allowed to remove such “incidental trees” at the DDHTR Contractor’s cost without additional compensation.

j. Once all on-site work, including hazard tree felling, processing, removal, and application of erosion control, is complete, the A&M Contractor’s TFL and the Hazard Tree Removal Crew will conduct the Hazard Tree Removal Interim Site Walk as described in the Special Provisions (see “Post Tree Felling and Removal Site Walk”). If any remaining or non-compliant work is identified during the Interim Site Walk, the Hazard Tree Removal Crew shall immediately remedy it. Once the Interim Site Walk is complete, the Hazard Tree Removal Crew shall mobilize to the next scheduled parcel.

k. After the Hazard Tree Removal Crew’s mobilization, the OSC or designee shall conduct the Hazard Tree Removal Final Site Walk. The Hazard Tree Removal Final Site Walk is an inspection requirement to ensure that all work meets the standards of the Contract, the EPP, and the Special Provisions. If the OSC or designee identifies any nonconforming work during the Hazard Tree Removal Final Site Walk, the DDHTR Contractor shall promptly remedy the deficiency to the OSC’s satisfaction.

6.2.2.3. Process, Hauling, and End Use

a. DDHTR Contractor is responsible for transporting all hazard trees to an IMT-approved end-use facility. DDHTR Contractor may identify, establish, and operate one or more Temporary Log Storage and Processing Site (TLSPS) if pre-approved by the IMT. A TLSPS is any area where hazard trees, timber, or other woody material is stored, staged, handled, or processed after being removed from the parcel where the hazard tree was rooted.

b. Prior to establishing any TLSPS, the DDHTR Contractor must submit a written request to the IMT and a site plan describing the proposed site and its operations, as described above (see “Identify and establish temporary facilities”). The Special Provisions also provide additional information on this process.

c. DDHTR Contractor shall develop and execute lease agreements for TLSPS used to fulfill this Agreement. Copies of executed lease agreements shall be provided to County. Any subsequent changes to executed lease agreements shall also be provided to County.

d. DDHTR Contractor shall provide adequate space for truck weigh scales, provided by the DDHTR Contractor, at each log storage and processing yard and allow space for County’s A&M Contractor and the OSC and/or the OSC’s authorized representatives to determine truck weights entering the yard loaded from the tree felling operation and leaving the yard loaded heading for the end-user facilities. DDHTR Contractor shall allow physical space and time for truck queueing in the yard, both inbound and outbound. DDHTR shall provide stairs or a platform for truck inspection pictures by the A&M contractor.

e. DDHTR Contractor shall negotiate with permitted and operational wood materials end-use facilities (as described in the RFP, Additional Bid Requirements, Commitment Letter(s), and Letter(s) of Interest) that meet all local, State, and Federal requirements and regulations. DDHTR shall not operate or establish end-use facilities under this agreement.

f. County requires that all wood materials from this Operation be reused as lumber,

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firewood, energy generation, wood chips, mulch, or other environmentally friendly uses that encourage reuse. In the event wood materials cannot be delivered to a higher best-use facility, wood material may be delivered to a landfill at County's sole discretion and only with written approval from County. DDHTR contractor may not under any circumstance burn wood, such as by a curtain burner. To utilize landfills, the following process shall be followed:

i. DDHTR Contractor documents, in writing, the necessity for landfill(s) and the reason why DDHTR Contractor cannot use the higher best use facility and makes a request for landfill use to the Finance Section Chief.
ii. Finance Section Chief notifies County.
iii. If County approves landfill use, the Finance Section Chief informs the IMT.
iv. DDHTR Contractor, with OSC or OSC designee, contacts the local Regional Water Quality Control Board, Air District, County, and Solid Waste Local Enforcement Agency (Control Agencies) to discuss the use of the landfill.
v. Control Agencies provide guidance to DDHTR Contractor and County OSC on how to proceed with landfilling material.

g. DDHTR Contractor is responsible for all operational, permitting, fixed, and labor costs and shall be entitled to retain any revenue generated from the sale to end-use facilities. Wood materials become the property of the end-use facility once received. Any rebates, credits, or savings derived from the legal use of those wood materials should be described in agreements between the DDHTR Contractor and the respective end-use facilities. Any revenue obtained by the DDHTR Contractor through these agreements must be disclosed to County on a regular basis, per the direction of the County Contract Manager. DDHTR Contractor shall report all revenues generated to the Finance Section Chief.
h. The DDHTR Contractor shall agree, in writing, with each end-use facility the point where the logs/wood materials will become the property of the end-use facility.

6.3. Support Tasks

DDHTR Contractor shall perform additional major items of work in support of both the Operation's functions. These are anticipated to include, but are not limited to:

6.3.1. Traffic Control

a. For Structural debris removal, DHTR Contractor shall provide community traffic control, as directed by Mariposa County Public Works. one (1) for each tree felling crew, and for any crews that might partially or fully block public and/or private roadways while conducting work.
b. DDHTR Contractor shall obtain and follow all encroachment permit requirements issued by the cities, counties, Caltrans, or any other agency having jurisdiction over DDHTR Contractor-impacted roads. Traffic control crews may be required to implement additional traffic control needs pursuant to requests or directives from other entities (e.g., Cal OSHA, local authorities, etc.) and directed by the OSC and/or County.
c. Traffic control crews may also be required to implement Operation specific traffic control plans, as directed by the OSC.

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d. Traffic control crews shall include two (2) traffic control trained crew members, required equipment and supplies, mobilization and demobilization, and communication equipment. The traffic control crews shall be trained in the principles of the DOT Revision 6 (Rev 6) of the 2014 MUTCD prior to commencing their work.

6.3.2. Community Services

a. DDHTR Contractor shall provide water tenders/trucks and drivers and supporting equipment, fuel, hoses, nozzles, water meters, fittings, pumps, etc., for use throughout the project area as directed and approved by the IMT. This may include general dust suppression in disaster areas not directly connected to specific debris removal crews or other operations.

b. DDHTR Contractor shall also provide community street sweeping, including sweepers, drivers, fuel brushes, and appropriate disposal of collected road debris and dirt, as described in the Special Provisions.

c. DDHTR Contractor shall provide sufficient transport trucks (for example, “lowboy” trailers) to redeploy heavy equipment between job sites. Under no circumstances shall steel-tracked heavy equipment, including but not limited to excavators, skid steers, feller bunchers, and heel booms, operate on asphalt, concrete, or other non-earth road surfaces without the explicit permission of the OSC or designee. If the DDHTR Contractor fails to comply with this requirement, it will be responsible for repairing or remedying any damage caused by the heavy equipment to the satisfaction of the County, in consultation with the road owner.

d. DDHTR Contractor shall provide and service portable restrooms and hand washing stations for use by DDHTR Contractor, A&M Contractor, and IMT personnel use. Portable restrooms and hand washing stations shall be provided at all work sites for Debris Removal Crews and Hazard Tree Removal Crews. Additionally, DDHTR Contractor shall provide and service up to three (3) additional sets of portable restrooms and handwashing stations to be stationed throughout the disaster area for use by project personnel, as directed by the IMT.

6.3.3. Site Access and Temporary Bridges

a. DDHTR Contractor shall provide or create physical access to all County Program participating parcels both in residential tract areas on relatively small, relatively flat lots as well as difficult properties, which include properties that: are in remote locations; require access over long, poorly maintained, or non-maintained gravel or otherwise non-paved roadways; and/or have larger lots, sometimes exceeding 100 acres. DDHTR Contractor shall prepare Environmental Work Plans where applicable.

b. As necessary to access some properties, DDHTR Contractor shall obtain and provide permits to install temporary bridges, as described in Special Provisions Section 6.27. The DDHTR Contractor will coordinate with the A&M Contractor for supporting documentation as needed.

c. DDHTR Contractor shall work with the IMT PSC to permit and schedule debris removal from properties requiring bridge access near the beginning of the operations to avoid accessing these properties at the end of the operations.

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d. DDHTR Contractor shall provide all materials and labor for the placement and removal of such temporary bridges and return the areas where the bridges were installed to pre-existing conditions.
e. DDHTR Contractor shall provide up to three (3) bridges of up to 50 feet per bridge to be installed simultaneously to ensure that the overall debris and hazard tree removal operations' productivities are not negatively impacted from meeting the operational schedule.
f. DDHTR Contractor shall provide all materials and labor for the placement of rip-rap rock, temporarily placed culverts, and required BMPs installed for temporary creek crossings (including but not limited to; watercourses, ravines, trenches, or ditches).
g. DDHTR Contractor shall provide all materials and labor for placement of base rock and or crushed rock to improve uneven, rutted, or poor-quality roads for truck and/or equipment access as described in the Special Provisions.
h. DDHTR Contractor shall provide all materials and labor for placement of all steel trench plates required for truck or equipment access, where deemed necessary by the DDHTR Contractor.

6.3.4. Other

a. DDHTR Contractor shall provide all labor, materials, staff, equipment, transportation, licenses, permits (traffic encroachment, land use, operational, environmental, etc.), and every other item of expense necessary unless otherwise stated for completing all the DDHTR Contractor's tasks during the Operation.
b. DDHTR Contractor shall provide all training and attendance of key DDHTR Contractor personnel at all relevant Incident Action Planning, Operations, and Tactics meetings. All DDHTR Contractors' personnel shall attend weekly All Hands Safety Meetings. All Hands Safety Meetings may be held online or at a physical location determined by the IMT, at the discretion of the IMT. The DDHTR Contractor shall compel required staff attendance at all online training, meetings, and gatherings.
c. DDHTR Contractor shall obtain and provide a copy of any land Lease Agreement(s) obtained to the CM prior to commencing the use or development of the property(ies) for reference purposes only. Any real property costs, such as a land lease or rental costs, shall be included in the submitted bid and will not be reimbursed by the County.
d. DDHTR Contractor shall provide all materials and labor for all necessary safety fencing, as specified in the Special Provisions, around emptied pools, drop-offs, ledges, cisterns, or other potential safety hazards for which such a fence would be protective, as determined in writing by the OSC or designee when demobilizing from the property once the site has been cleared for soil sampling.

7. REPORTING & TRACKING

DDHTR Contractor shall be responsible for coordinating with the IMT and County's A&M Contractor, providing information as required to document material quantities and project costs allocable to each type of material by residential parcel, and providing information as required to document hazard trees removed, including coordinates, detailed tree information, and photos. The method and detail of the material and cost tracking information by parcel will be jointly developed by the IMT and the County's A&M Contractor, with County final approval.

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DDHTR Contractor shall prepare and provide the following Daily, Monthly, and Quarterly Summary Reports of Structural Debris Removal and the Hazard Tree Removal function activities and status, as summarized below:

7.1. Daily Dispatch Reports shall include the following:

A tally of predicted street sweeping activities (identification of the specific street sweeper, the identity of the operator, gallons of water used, mileage driven, and relevant daily GPS data), traffic control (identification of each traffic control crew personnel and the location(s) and duration(s) of each respective daily assignments), water trucks, personnel, asbestos removal crews, Structural Debris Removal crews, Hazard Tree Removal crews, all other operating resources, and other metrics as required by the IMT.

The Daily Dispatch shall be provided to the IMT by 1800 on the day prior to the date of work.

7.2. Daily Operations Reports shall summarize the daily work for structural debris removal and hazard tree removal. The format of the report shall be approved by the County. The Daily Operations Report shall include the following:

Quantities by material type removed, APNs of properties in progress and completed, identification numbers of ROW segments in progress and completed, and other metrics determined by the IMT.

The Daily Operations Reports shall be provided to the IMT by 1800 on the day of work.

7.3. Monthly Summary Reports shall be delivered by the 3rd day of every month. Monthly Summary Reports shall detail the number of properties completed, quantities of structural debris for each material type, hazard tree quantities of timber and wood materials delivered to each end-use facility, and other metrics determined by the IMT.

7.4. Disposal /Recycling fees: Itemized reports of actual costs of recycling and disposal at the receiving, recycling, and end-use facilities for the various materials generated from the overall Operation, including any adjustments to regular rates for material facilities to accommodate extended operating hours and special handling. DDHTR Contractor shall pay all disposal costs. Any recycling or disposal that results in a profit (usually metal recycling and wood materials at end-use facilities) should be offset against other recycling and disposal costs.

The method, detail, and adequacy of material and cost tracking information by property and/or segment of public ROW will be jointly developed by County and County's A&M Contractor(s). DDHTR Contractor shall adopt this tracking and reporting system.

7.5. Monthly Socioeconomic Affirmative Steps Report: By the third day of every month, the DDHTR Contractor shall provide a status report regarding the affirmative steps it has taken as required by 2 C.F.R. § 200.321(b)(1) – (5), which are listed below for reference. For each required step, DDHTR Contractor shall provide a narrative description of the actions it has taken, the results of said actions, and any relevant summary data or charts. County may direct the DDHTR Contractor to include specific data points or other items as necessary to demonstrate compliance.

7.6. AFFIRMATIVE STEPS REQUIRED BY 2 C.F.R. § 200.321(b)

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

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c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8. GENERAL EXPECTATIONS

8.1. Identification of DDHTR Contractor Employees

DDHTR Contractor shall be responsible for furnishing an identification badge to all personnel (DDHTR Contractor and sub-contractors) prior to the employee working on-site. DDHTR Contractor shall be responsible for ensuring each employee engaged in work displays a badge that includes the name of the DDHTR Contractor or subcontractor and the employee's name. Employees shall make available on their person a valid state driver's license or other Government-issued photo identification card. All contract personnel attending meetings, answering Government telephones, and working in other situations are required to identify themselves as such to maintain the distinction from Government officials. All documents or reports produced by DDHTR Contractor shall be marked as DDHTR Contractor products in accordance with Government Code section 7550. Badges or other identification of DDHTR Contractor employees shall not include the seals or logos of the County, the California Environmental Protection Agency, Cal OES, the State of California, or any other government agency without the permission of the County.

8.2. Identification of DDHTR Contractor Vehicles and Equipment

Trucks and all other equipment designated for use under this Contract shall be equipped with a clearly visible sign identifying the vehicle as part of the project. This includes pickup trucks or other vehicles used by DDHTR personnel, debris hauling trucks, water trucks, and heavy equipment (if practicable). The IMT shall provide the design of the sign. Production, distribution, and attachment of signs to vehicles shall be the responsibility of the A&M Contractor. Additional signage may be required to facilitate County's A&M Contractor's Automated Debris Management System. Upon demobilization from the Operation, the signage shall be removed from the vehicle.

DDHTR Contractor agrees that all trucks used during this Operation are subject to GPS tracking and hereby consents to place a GPS device in each truck by County's Assessment and Monitoring A&M Contractor. DDHTR Contractor shall be responsible for charging, maintaining, and operating the GPS device throughout the duration of the Operation. Failure to charge, maintain, and operate the GPS device shall result in non-payment of bid items completed by non-compliant operation of truck(s).

Trucks or equipment designated for use under this Contract shall not be used for any other work during working hours under this Contract. DDHTR Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Contract. Under no circumstances will the DDHTR Contractor mix debris hauled for others with debris hauled under this Contract. DDHTR Contractor and subcontractors may not play music or radio broadcasts during the performance of this Contract that may generate noise complaints.

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8.3. DDHTR Contractor Equipment

DDHTR Contractor shall provide its staff (DDHTR Contractor and subcontractor) with all necessary equipment, including but not limited to equipment and truck maintenance (including but not limited to tires, lubricants, fuel), materials, tools, supplies, health and safety equipment, health and safety compliance monitoring of personnel and equipment, appropriate clothing, cell phones, two-way radios, satellite phones (if necessary), computers, computer tablets, laptops, internet access, temporary field offices, permits, licenses, supervision, project management, administrative staff costs, home office overhead.

Professionalism of DDHTR Contractor Staff

County expects all DDHTR Contractor personnel, including subcontractor personnel, to appear and behave professionally at all times. Any DDHTR Contractor personnel who does not act in a professional manner shall be subject to immediate removal from work associated with this Operation, at County's discretion, upon written notification from County.

DDHTR Contractor shall be responsible for performing all work in a safe, professional, efficient, and satisfactory manner. The IMT and County shall review all work and determine whether work is satisfactory. The IMT may consult best practices, prior project performance, federal technical assistance teams, or other resources to determine whether work is satisfactory. The IMT shall, at all times, have safe access to the work and shall be furnished with every reasonable facility for ascertaining that the materials and the quality are in accordance with the requirements and intentions of the Contract. All work done and all materials furnished shall be subject to IMT and County's inspection and approval.

9. CONTROL OF WORK

County has the sole discretion and authority to determine the quality and acceptability of the following:

a. Work to be performed.
b. Rate and progress of work performed.
c. Fulfillment of the tasks and work performed by DDHTR Contractor.
d. Compensation for tasks and work performed by DDHTR Contractor.

9.1. Work Orders

The DDHTR Contractor shall not perform or undertake any work that is not indicated or addressed in a Work Order or directed in the Incident Action Plan (IAP). The DDHTR Contractor shall immediately notify the County and the IMT of any condition or event that may interfere with the completion of the work, which may require a modification in the Work Order, or which cause an obvious inefficiency. County will, in a reasonable time, provide written direction to the DDHTR Contractor clarifying any required adjustment to the Work Order. Any unauthorized modification of the Work Order, work in excess of that provided for in the Work Order, obviously inefficient work or changes and additions not pre-authorized in writing by the County CM may not be considered for compensation.

9.2. Change Orders

DDHTR Contractor may notify the County of DDHTR Contractor's request for a change order for work outside the scope of this SOW. If authorized, County, at its sole discretion, may issue a Change Order dictating the terms of the additional work. All Change Orders will be incorporated into this Agreement via Amendment(s). Work authorized by a Change Order

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shall be in accordance with the terms and conditions therein and may proceed prior to the Amendment(s).

9.3. Audits and Inspections

At its sole discretion, County may inspect the labor, materials, tools, equipment, data management, books, and records of the DDHTR Contractor to monitor compliance with this Agreement. DDHTR Contractor shall promptly remedy any violation identified by County. The fact that County inspects, or fails to inspect, or has the right to inspect DDHTR Contractor's labor, materials, tools, equipment, data management, books, and records does not relieve DDHTR Contractor of its responsibility to comply with rendering timely performance under the terms of this Agreement.

10. OPERATIONAL MILESTONES AND MOBILIZATION REQUIREMENTS

County intends to complete this operation rapidly and efficiently to ensure public health and safety hazards are promptly addressed, and community recovery is expedited. The below milestones represent County's expectations for the DDHTR Contractor's mobilization. The IMT may adjust the milestones due to inclement weather, unforeseen circumstances, rate of ROE collection, progress of site assessment and asbestos assessment, or other operational needs.

The IMT will advise the DDHTR Contractor of any changes to the milestones in writing.

Changes to the operations schedule and milestones are at the exclusive discretion of the IMT.

DDHTR Contractor understands and agrees that a substantial number of work plans are required to be submitted, and many of these work plans will need to be drafted and adjusted concurrently.

DDHTR Contractor shall ensure sufficient project management staff members are available to complete work plans based on the milestones below and promptly respond to any feedback from the IMT to ensure the overall Operation remains on schedule.

10.1. Notice-to-Proceed (NTP) Milestones – Structural Debris Removal

County anticipates issuing NTP shortly after the contract award.

10.1.1. Milestone 1-1: Mobilization of Incident Management Team

a. Timeframe: Within three (3) calendar days of NTP
b. Description: DDHTR Contractor shall deploy its key project management personnel to the Operational Area, who shall be available to participate in meetings with the IMT and/or A&M Contractor.

10.1.2. Milestone 1-2: Submission of Hauling and Reuse/Disposal Plan

a. Timeframe: Within three (3) calendar days of NTP
b. Description: DDHTR Contractor shall submit to the IMT for review and approval a Hauling and Reuse/Disposal Plan for debris removal operations. The plan should account for the expected crew mobilizations described in later milestones. The plan shall address the following:
    i. Proposed primary and alternate end-use locations for all waste streams (except timber)
    ii. Proposed locations and site plans for any Temporary Debris Management Sites or other temporary facilities (including facilities for segregated materials, such as ash and debris, concrete, and metal recycling)
    iii. Listing of planned trucking resources to support Hauling and Reuse/Disposal Plan

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iv. Risk management plan for road closures, traffic impacts, or other events that could impact hauling and disposal operations outlined in the plan, including how the risks will be mitigated, such as alternate haul routes

10.1.3. Milestone 1-3: Mobilization of up to Four (4) Asbestos Abatement Crews

a. Timeframe: Within five (5) calendar days of NTP
b. Description: DDHTR Contractor shall mobilize up to four (4) Asbestos Abatement Crews to immediately commence asbestos abatement tasks. The IMT shall determine the work locations of each crew. Following this initial deployment, DDHTR Contractor shall continually evaluate asbestos assessment results and mobilize additional asbestos abatement crews at a rate sufficient to support the debris removal crew mobilization milestones listed below.

10.1.4. Milestone 1-4: Mobilization of up to Five (5) Debris Removal Crews

a. Timeframe: Within five (5) calendar days of NTP
b. Description: DDHTR shall mobilize up to five (5) debris removal crews to sites throughout the County. The IMT will select sites. All debris removal crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hauling and Reuse/Disposal Plan.

10.1.5. Milestone 1-5: Mobilization of up to Five (5) Additional Debris Removal Crews

a. Timeframe: Within ten (10) calendar days of NTP
b. Description: DDHTR shall mobilize up to five (5) additional debris removal crews to sites throughout the County. The IMT will select sites. All debris removal crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hauling and Reuse/Disposal Plan.

10.2. Initial Hazard Tree Removal Work Order (IHTRWO) Milestones – Hazard Tree Removal

When the IMT elects to commence the Hazard Tree Removal Function of the Operation, the IMT will issue an IHTRWO. Unless otherwise directed by the IMT, the DDHTR Contractor shall provide the following services following this IHTRWO:

10.2.1. Milestone 2-1: Submission of Hazard Tree Removal Work Plan

a. Timeframe: Within three (3) calendar days of IHTRWO
b. Description: DDHTR Contractor shall submit a Work Plan to the IMT describing its proposed approach for hazard tree removal operations throughout Mariposa County. The Work Plan shall include the following:
   i. Description of proposed means and methods, including types of equipment to be used
   ii. Listing of all proposed crews, including the specific number of personnel and pieces of equipment to be assigned to each crew
   iii. Listing of any proposed TLSPS, and site plans for any proposed sites as described in the Special Provisions
   iv. Listing of proposed end-use facilities
   v. Description of current engagement with CAL FIRE regarding Forest Practice Rules compliance

10.2.2. Milestone 2-2: Mobilization of Three (3) Hazard Tree Removal Crews

a. Timeframe: Within five (5) calendar days of IHTRWO
b. Description: DDHTR Contractor shall mobilize three (3) hazard tree removal crews throughout the county, The IMT will select sites. All hazard tree removal

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crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hazard Tree Removal Work Plan.

10.2.3. Milestone 2-3: Mobilization of Additional Two (2) Hazard Tree Removal Crews

a. Timeframe: Within ten (10) calendar days of IHTRWO
b. Description: DDHTR Contractor shall mobilize an additional two (2) hazard tree removal crews throughout the county. The IMT will select sites. All hazard tree removal crews shall be ready to begin work immediately and shall be supported with sufficient trucking to execute the approved Hazard Tree Removal Work Plan.

10.3. Mobilization of Additional Resources

The IMT, through the Incident Action Planning Process, shall notify the DDHTR contractor when additional Asbestos Abatement Crews, Debris Removal Crews, and Hazard Tree Removal Crews, differing from the milestones in section 11.2 are to be mobilized. DDHTR Contractor shall be provided seven (7) calendar days from notice to mobilize the requested crew(s). All required health and safety and operational training must be completed in advance of the ordered mobilization date.

Contractor crews will be demobilized at the discretion of the IMT. Depending on workload requirements, sustained inclement weather, or other factors, crews may be demobilized and subsequently remobilized later when their services are required. The DDHTR Contractor will be provided up to seven (7) calendar days to remobilize crews upon direction from the IMT.

The expected maximum number of structural debris removal crews to be provided under this Contract is ten (10). The expected maximum number of hazard tree removal crews to be provided under this Contract is five (5).

11. Contractor's Responsibility

The Contractor shall be responsible for all work, and all persons and entities engaged in the performance of work, pursuant to this Agreement, including, but not limited to, employees, contractors, subcontractors, suppliers, and providers of services. The Contractor shall be responsible for responding to any claims, controversies, and disputes arising from its contracts for work on the Operation, including the costs of attorney or legal fees. Additionally, in the event that Mariposa County determines the Contractor is responsible for any unapproved delay, loss, harm, or other damages to Mariposa County, the Contractor shall immediately implement all measures directed by the Contract Manager to remedy the issue at the Contractor's sole expense. Mariposa County reserves the right to retain withheld funds in order to remedy any unapproved delay, loss, harm, or other damages it determines attributable to the Contractor.

PROPERTY DAMAGE: Contractor shall be responsible for repairing, at its expense, all damaged to improved property resulting from the Contractor's negligence. Mariposa County, at its sole discretion, shall determine whether property damage resulted from negligence. If Contractor disputes the conclusions of Mariposa County, it must provide all relevant supporting information within the timeline prescribed by the County Contract Manager. Contractor shall repair or otherwise remedy, to the satisfaction of the County, all property damage within thirty (30) calendar days of a notice being provided by the County. If the Contractor remedies the damage through compensation, the Contractor shall provide documentation of the same to the

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County. The Contractor shall be responsible for reimbursing the County for any additional expenses incurred to remedy property damage. The County may deduct the cost of the repair or remedy from the Contractor's compensation.

ROAD DAMAGES: General maintenance of roads or repair of damage to roads resulting from overall disaster response and recovery operations is not the responsibility of Contractor. Contractor shall be responsible for repairing, at its expense, all damaged to roads resulting from the Contractor's negligence. If the Contractor remedies the damage through compensation, the Contractor shall provide documentation of the same to the County. The Contractor shall be responsible for reimbursing the County for any additional expenses incurred to remedy road damage. The County may deduct the cost of the road repair or remedy from the Contractor's compensation.

12. Subcontractors

All Subcontractors previously identified in the proposal are considered to be acceptable to Mariposa County. Any change or addition of Subcontractors will be subject to the prior written approval of the Contract Manager or their designee. Upon termination of any Subcontract, the Contractor shall notify the Contract Manager immediately. If Mariposa County or the Contractor determines that the level of expertise or the services required are beyond that provided by the Contractor or its routine Subcontractors, the Contractor will be required to employ additional Subcontractors. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Mariposa County and any Subcontractors, and no Subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to Mariposa County for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from CalRecycle obligation to make payments to the Contractor. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

If a subcontractor was used to comply with the requirements of the Request for Proposal, such as if the subcontractor was used to meet the Licensed Timber Operator requirement or the hazard tree removal project reference, the subcontractor must remain on the project for the duration of the project, or, if the subcontractor is to be replaced, the prime contractor must provide a replacement subcontractor which complies with the same requirements within seven (7) calendar days. For example, if a subcontractor was used to comply with the reference requirements, the proposed replacement subcontractor must have completed a project that meets the requirements of the reference project.

13. Special Provisions

Exhibit A.1, "Special Provisions", provides additional requirements for the performance on this Scope of Work. In the event of any conflict between Exhibit A.1 and this exhibit, this exhibit shall be controlling. All references to "User Agency" in Exhibit A.1 shall be understood to mean Mariposa County. Additionally, any references to or description of State-managed debris removal operations, Cal OES mission resource tasks, or similar shall be ignored.

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Attachment: Exhibit A, Scope of Work (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

Exhibit A.1

DISASTER DEBRIS AND HAZARD TREE REMOVAL – SPECIAL PROVISIONS

5/4/2022

Attachment: Exhibit A.1, Special Provisions (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

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Acronyms and Abbreviations

ACM	Asbestos Containing Material
AHERA	Asbestos Hazard Emergency Response Act
AQMD	Air Quality Management District
BMP	Best Management Practices
CAC	Certified Asbestos Consultant
CalEPA	California Environmental Protection Agency
Cal OES	California Office of Emergency Services
CalRecycle	Department of Resources Recycling and Recovery
CARB	California Air Resources Board
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CIH	Certified Industrial Hygienist
CM	Contract Manager
CSST	Certified Site Surveillance Technician
DDHTR	Disaster Debris and Hazard Tree Removal
DFW	Department of Fish and Wildlife (California)
DOT	Department of Transportation
DMV	Department of Motor Vehicles
DROC	Debris Removal Operations Center
DTSC	Department of Toxic Substances Control
EPA	Environmental Protection Agency
EPP	Environmental Protection Plan
FEMA	Federal Emergency Management Agency
FSC	Finance Section Chief
GPS	Geographic Positioning System
HAZWOPER	Hazardous Waste Operations and Emergency Response
HHW	Household Hazardous Waste
IC	Incident Commander
ICS	Incident Command System
ICT	Incident Command Team
IMT	Incident Management Team

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LTO	Licensed Timber Operator
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NIOSH	National Institute for Occupational Safety and Health
Operations Team	Debris Removal Operations Team
OSC	Operations Section Chief
OSHA	Occupational Safety and Health Administration
PPE	Personal Protective Equipment
PSC	Planning Section Chief
Proclamation	Proclamation of a State of Emergency
RFP	Request for Proposals
ROE	Right-of-Entry
RPF	Registered Professional Forester
SEMS	Standardized Emergency Management System
USA	Underground Service Alert
USEPA	United States Environmental Protections Agency
UXO	Unexploded Ordinance

Reference Documents

Attachment A, Wildfire-Damaged Structures Asbestos Site Assessments SOPs for the "California Wildfire Asbestos Survey" (http://www2.calrecycle.ca.gov/docs/web/119346).

- Attachment B, "Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires" (https://www.co.shasta.ca.us/docs/libraries/resource-management-docs/ehd-docs/zogg-fire/fire-damaged-concrete.pdf?sfvrsn=71d5f589_2).

Attachment C, "Assessment of Burn Debris - 2015 Wildfires Lake and Calaveras Counties, California" (Geosyntec for DTSC 2015), (https://calepa.ca.gov/wp-content/uploads/sites/6/2016/10/Disaster-Documents-2015yr-FireSample.pdf).

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NOTE: This Special Provisions document was developed by the California Department of Resources Recycling and Recovery (CalRecycle). It is included here in the interest of aligning Oak Fire recovery operations with best practices. Certain references to CalRecycle, the State of California, or other State Agencies may not be applicable. In the event of any conflict between this document and Exhibit A, Exhibit A shall control. References to "User Agency" shall mean Mariposa County.

1. INTRODUCTION

The purpose of these Special Provisions is to provide the Disaster Debris and Hazard Tree Removal Contractor (DDHTR Contractor) and the Assessment and Monitoring Contractor (A&M Contractor) with a detailed understanding of the extent of services required by the State of California, Department of Resources Recycling and Recovery (CalRecycle), or the User Agency, for emergency debris removal Operations. Not all emergency debris removal Operations in California are conducted by the State. For the State to respond to a State proclaimed emergency, the Governor of California issues a Proclamation of a State of Emergency (Proclamation), which proclaims a state of emergency in specific Counties with provision to include State agency and contract resources.

In the process of developing the overall response to an emergency, a series of actions are taken at different levels of government before agency and contractor work takes place. At the County level, the County Health Officers issues a Proclamation of a Local Health Emergency and, if necessary, requests State assistance. Once the Governor's Proclamation is issued and may include provisions for all agencies of the state government to utilize and employ state personnel, equipment, and facilities for the performance of any and all activities related to this State of Emergency consistent, with the direction of the California Governor's Office of Emergency Services (OES) and the State Emergency Plan. Additionally, the President of the United States of America may approve a Major Disaster Declaration for California, which allows federal disaster assistance through the Federal Emergency Management Agency (FEMA), which will include both federal funding and potentially additional federal contracting and procurement requirements.

The State Proclamation typically suspends, to the extent they apply, the following activities:

A. Removal, storage, transportation, and disposal of hazardous and non-hazardous solid waste and debris resulting from a disaster in affected Counties and that are subject to the jurisdiction of agencies within the California Environmental Protection Agency (CalEPA) and the California Natural Resources Agency (CNRA).

B. Necessary restoration and rehabilitation of timberland, streams, rivers, and other waterways.

Such State statutes, rules, regulations, and requirements are hereby suspended, only to the extent necessary for expediting the removal and cleanup of debris from the fire and for implementing any restoration plan by the affected County(ies). User Agency will typically receive signed waivers from the Secretary of the CalEPA and Secretary of CNRA, which are supported by an Environmental Protect Plan (EPP) prepared by the State or in coordination with the A&M Contractor or by other designated agencies. The EPP is written to summarize and address the potential environmental and historic preservation areas of concern provided by the resource agencies responsible within the defined Disaster Area. Then the EPP delineates the specific Disaster environmental and historic preservation requirements necessary to be implemented. The DDHTR Contractor will be required to be aware of and implement the best management practices (BMPs) and the Avoidance and Minimization Measures (AMMs) listed in them.

Additionally, if the Operation is Federally funded, certain environmental and historical preservation measures are needed to comply with Federal and state laws, such as the National Environmental Policy Act (NEPA), the Federal Endangered Species Act, and the National Historic Preservation Act (NHPA). User Agency will work with A&M Contractor to evaluate the environmental, historical, prehistoric, Tribal, and cultural artifact protection concerns in the disaster area(s) for state and federal endangered species, endangered species habitat protection, and streambed crossings (among other areas) that will require state and federal emergency permits and/or protections. These evaluations and permitting actions will commence prior to and during the site and asbestos assessments and may extend into the early asbestos and debris removal process. Properties will not be entered, for any of these activities, until the state Incident Management Team (IMT) has received approved copies of the individual property Right-of-Entry (ROE) forms from the affected County(ies) and “Access Only” ROEs when needed.

The Proclamation may also suspend compliance with applicable provisions of the California Government Code and the Public Contract Code for state contracts, including but not limited to travel, advertising, and competitive bidding requirements to assist with procuring materials, goods, and services necessary to quickly remove dangerous debris and repair damaged resources. Lastly, the Proclamation may also state that State agencies shall work with local officials to design and implement a comprehensive disaster debris removal plan.

In response to the Proclamation that includes State resources, OES typically issues a mission request task to CalRecycle, to enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly remove dangerous debris from private property resulting from a disaster in the affected Counties. OES and CalRecycle will work with the affected County(ies) to clear the debris, provide state certification of cleanup for the individual sites, and track and provide costs to the County(ies) for insurance recovery on a per lot basis.

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This set of Special Provisions may only be updated pursuant to the terms of the contract, such as an Amendment Process.

1.1 Purpose

The purpose of these Special Provisions is to describe a detailed approach to managing the assessment, monitoring, and removal of structural and vegetative debris. It also describes a detailed approach to the removal of asbestos-containing material (ACM), metals, vehicles, ash and debris, hazard trees, contaminated soil, and other hazardous material resulting from a proclaimed disaster. These Special Provisions are based on CalEPA's "Guidance for Conducting Emergency Debris, Waste and Hazardous Material Removal Actions Pursuant to a State or Local Emergency Proclamation," dated October 7, 2011 (https://calepa.ca.gov/wp-content/uploads/sites/6/2019/06/Disaster-Documents-2011yr-GuideRemoval.pdf). This guidance document identifies best management practices (BMPs) for undertaking the removal of debris and hazardous materials (including asbestos) from residential structures. These BMPs and Special Provisions provide a consistent approach to conducting removal and cleanup actions to protect response personnel, the surrounding community, public health, and the environment. This document does not specifically address the removal of debris from non-residential (i.e., commercial, industrial, public) properties; however, depending on the type of debris, the methods and procedures can be the same. If non-residential properties are added to the list of eligible properties, special considerations will be taken into account as described in these Special Provisions.

1.2 Objective

The objective of these Special Provisions is to meet the above-stated purposes and to detail processes and procedures for debris removal operations and will provide both the A&M Contractor and the DDHTR Contractor guidance for state-sponsored Disaster Debris Removal Program and to mitigate known hazards and dangerous conditions to limit the impacts to the public, the affected County(ies) and the surrounding environment.

2. PROGRAM OVERVIEW

2.1 Site Description

Debris generated by the disaster and within the disaster area described in the Operation Specific Scope of Work and the Contract documents generally consist primarily of residential disaster and hazard tree vegetative debris. This debris may also be sourced from non-residential properties, as included by the User Agency.

2.2 Site Eligibility

The intent of the disaster debris removal program is to remove destroyed single-family homes, residential structures, and other eligible debris destroyed by the

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declared fires so that the property owner can rebuild on their property. The User Agency, with input from the state, may deem other structures to be destroyed on a case-by-case basis.

Mobile Home Parks are not automatically part of the Debris or Tree Removal Operations. They may be included in the program on an as-approved basis. If mobile home parks are deemed eligible by the User Agency, then each mobile home park will be considered for compensation based on the User Agency's bid schedule for the DDHTR Contractor.

The debris program does not cover structures smaller than one hundred, twenty (120) square feet, fencing, trees other than those described in the "Hazard Tree Assessment" section, a single vehicle with no other debris fields or structures, or other debris less than ten (10) cubic yards unless approved in advance by the User Agency. The debris program also does not cover cannabis, greenhouses, or other structures related to cannabis growing, drying, or processing unless approved in advance by the User Agency. The program also does not cover illegal dumps, landfills, other disposal areas unless approved in advance by the User Agency.

Only parcels for which the property owner has submitted an ROE permit will be included in this program unless otherwise designated by the State IMT and local government. Public rights-of-way (ROWs) may also be included for the purposes of hazard tree removal if approved by the State IMT.

Non-residential, commercial, industrial, and public properties (i.e., schools, local and state parks, camps, and other public structures) may be included in this operation, as determined by the User Agency, on a case-by-case basis. If such facilities are determined to be included in this program, the User Agency will compensate the DDHTR Contractor based on the User Agency's bid schedule. For mixed-use or changed use of properties (e.g., former commercial properties converted to residential or other such circumstances), the User Agency will make the final determination as to whether the property is to be reimbursed as a residential, public, or commercial property.

Non-residential Parcels may also require waste profiling and characterization prior to debris removal. The A&M Contractor will be responsible for conducting any required waste profiling and characterization if requested by the User Agency, as described in Section 5.4.

In certain limited scenarios, the User Agency may direct the DDHTR Contractor to provide demolition services. For the purposes of this operation, demolition is defined as the removal of structures with more than one wall standing. If demolition is authorized, the A&M Contractor shall track all costs and work associated with the parcel where the demolition occurred separately. The demolition of structures, including dropping standing walls, is included within the scope of this agreement, subject to the site-specific approval of the User Agency.

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2.3 Site Characterization

Based on past studies of burned residential homes and structures from large-scale wildland fires, the resulting ash and debris from residential structures burned by fires can contain toxic concentrated amounts of heavy metals such as antimony, arsenic, cadmium, copper, lead, and zinc. Additionally, the ash and debris may contain higher concentrations of lead if the home was built prior to 1978, when lead was banned from household paint in the United States. These heavy metals are discussed in numerous studies, including Attachment C, "Assessment of Burn Debris - 2015 Wildfires Lake and Calaveras Counties, California" (Geosyntec for DTSC 2015). The presence of these heavy metals can have significant health impacts on individuals, individual properties, local communities, and watersheds if the ash and debris are not removed promptly.

The residual materials, including, but are not limited to, stucco, roofing, floor tile, linoleum, fireplaces, furnaces, vinyl tiles and mastic, sheetrock and joint compound, cement pipe, exterior home siding, thermal system insulation, concrete and mortar, and other building materials commonly used in homes built before 1984 may also contain other chemicals of concern such as asbestos.

Additionally, wildland fires can kill or seriously damage a great number of trees, resulting in a significant risk to the public as the impacted trees are more likely to fall onto public thoroughfares and other infrastructure.

2.4 Known Hazards

The type and number of known hazards will depend on specific conditions of each incident and each property within the incident, such as how much of the structure is remaining, age of the structure, building materials used, and damage level of the site trees on-site. If only ash and debris are present, the site is expected to contain elevated levels of heavy metals and possibly asbestos.

The California Department of Toxic Substances Control (DTSC) or the United States Environmental Protection Agency (US EPA) will conduct a Phase 1 – Assessment and Removal of Household Hazardous Wastes prior to Phase 2 – Disaster Debris and Hazard Tree Removal Program Operation that these Special Provisions contemplate. A part of Phase 1 work includes the preliminary hazardous waste assessment for asbestos-containing material (ACM) and removal of bulk quantities of ACM in the impacted area soon after the fire. ACM has been commonly found in debris removal Operations, especially in structure construction that precedes the mid 1980's. If DTSC/USEPA finds possible ACM and/or removes bulk ACM and/or other hazardous materials on individual properties, they will report these findings directly to User Agency. User Agency will, in turn, notify the A&M Contractor and DDHTR Contractor's ACM Removal Crews of these findings prior to crews being deployed to these properties. All responders should be aware that asbestos is a human carcinogen with no known risk-free levels of exposure.

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The ACM found in the disaster debris will likely be highly friable, which allows asbestos fibers to be more easily released into the air during windy conditions and debris removal operations. Other hazardous materials will likely include heavy metals concentrated in the ash and debris and silica dust released when working around and removing concrete slabs and foundations. Silica is known to be a human carcinogen. Its potential presence must also be taken into consideration when developing a Health and Safety Plan for the Operation and the local Community.

All personnel should be aware that asbestos is a human carcinogen with no known risk-free levels of exposure.

Therefore, worker safety statutes and regulations for handling ash with heavy metals, such as lead and asbestos, shall be followed at all times.

2.5 Worker Safety

All A&M Contractor, DDHTR Contractor, and subcontractor personnel shall prepare and operate under their own Site Specific Health and Safety Plan developed and signed by a certified industrial hygienist, or other registered safety professional, working for or hired by the A&M Contractor and separately the DDHTR Contractor. The presence and disturbance of asbestos and heavy metals are the primary health hazards that need to be addressed in these Health and Safety Plans. Also, the falling of damaged and potentially dangerous dead and dying trees and limbs impacted by the fires is expected to be another major safety issue.

Fall hazards are present on sites with chimneys, partially remaining structures, and burned trees. Physical hazards (i.e., slips, trips, and falls) are also present from exposed foundations, glass, metals, and debris. Additional hazards may be present if hazardous materials or medical wastes are discovered during the removal. Utilities such as (i.e., electrical, gas, cable, telephone, dead/dying or damaged trees, and sewer) are unmarked and must be accounted for during debris removal operations. Sometimes, wildfires may even burn out underground tree root systems resulting in dangerous underground holes that could collapse when loaded by personnel and/or equipment. The weather may also pose hazards from excessive heat, lightning, rain, and high winds.

Site personnel shall operate vehicles and equipment in a safe manner to ensure the safety of its employees and the public, pay particular attention to operations around local roads, and take all necessary and reasonable precautions. Site personnel must identify and document the number and location of downed power lines, dangerous trees, chimneys, and underground utilities.

Since fire debris removal Operations contain ash with elevated levels of heavy metals, silica, and/or friable asbestos, an exclusion zone must be established around each site during removal by the DDHTR Contractor. All personnel entering and leaving the exclusion zone shall be Hazardous Waste Operations and

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Emergency Response (HAZWOPER) trained and certified, respirator trained and medically cleared to use respirators, and to wear Level C protective personnel equipment (PPE), including Tyvek coveralls depending on the work zone and hazard level. Other PPE required for working in heavy equipment worksites should be worn as designated in the A&M Contractor's and DDHTR Contractor's Health and Safety Plans. To reduce exposure, site personnel shall use designated eating areas exterior to the exclusion and transition work zone and handwashing stations.

The DDHTR Contractor shall also be aware of and prepared for providing instruction and necessary PPE for other hazards such as pandemics (i.e., Covid-19, etc.) and other local or regional health concerns.

2.6 Operation Cost Tracking

Operation costs that can be directly attributed to an individual property shall be tracked by both A&M Contractors and DDHTR Contractors on a per Assessor's Parcel Number (APN) basis. These are designated as "individual property costs." Other costs that cannot be directly attributed to an individual property but are necessary as part of the success of the operation, such as IMT approved community cost, include, but are not limited to the following:

A. A&M Contractor and DDHTR Contractor Delays and Non-Workdays,

B. Operational Crew Mobilization/Demobilization,

C. Operation management,

D. Community health and safety activities, and

E. Community air monitoring activities.

In the event costs are incurred relating to public properties such as government buildings, certain schools, and institutions, those costs will be tracked pursuant to written direction provided by the User Agency's Contract Manager (CM). In all cases, A&M Contractors and DDHTR Contractors are required to track costs with a sufficient level of detail, redundancy, and integrity necessary to meet the provisions in the User Agency Contract.

2.7 Operation Roles and Responsibilities

The debris removal operation will be managed per the User Agency Contract and, in particular, by these Special Provisions set as part of the Contract. This Operation will be managed in accordance with the Standardized Emergency Management System (SEMS), utilizing the Incident Command System (ICS) for field response. ICS is the model management tool used in disaster response and recovery scenarios for the command, control, and coordination of all agencies and/or private entities working on an incident. The User Agency and/or other State Agencies will likely fill all of the following positions (listed in these Special Provisions), including

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Incident Commander (IC), Planning Section Chief (PSC), Finance Section Chief (FSC), Operations Section Chief (OSC). The A&M Contractor will likely fill the following positions: Branch Directors (BDs), Division Supervisors (DSs), Task Force Leaders (TFLs), and other specific positions used to manage these operations. User Agency's CM will directly manage the A&M Contractor and DDHTR Contractor.

During the course of this operation, the Joint Field Office (JFO) Planning Section, in coordination with the PSC, will publish the Incident Action Plan (IAP) once every operational period. The length of an operational period is determined by need, as determined by the State Coordinating Officer. The IAP will contain the specific personnel assigned to the various roles in the operation. The IAP will contain the contact information for the personnel assigned to the operation.

2.8 Documentation

The A&M Contractor will document activities for each individual site according to the procedures established by the IMT and CM. Photographs taken before, during, and after debris removal shall include the property address, either by using the installed Operation sign or whiteboard with full address if the Operation sign is unavailable. Alternatively, the A&M Contractor shall include GPS coordinates affiliated with these photos. The TFL will document all relevant activities and property conditions, including issuing tickets for each truck that transports debris or other materials from the property on which debris removal is occurring.

The User Agency A&M Contractor(s) will collect and organize all site and administrative documentation and make the documents available electronically. The User Agency A&M Contractor(s) will also review the DDHTR Contractor invoices and recommend payment for User Agency. The tracking and documentation will be consistent with the current FEMA debris removal standard for reimbursement as practicable (whether or not this is a federally funded operation).

A. Electronically Collected Property and ROW Data

All A&M Contractor electronically collected data shall be compatible with existing State data management systems such as ArcGIS, ESRI products, etc. A&M Contractor databases should be available for integration and syncing with State systems via an API interface. Documentation of and data related to complete operational and financial work shall be retained until twelve (12) months after the termination of the A&M Contract and in a system that allows for State access and review within twenty-four (24) hours of data entry on a daily basis. Parcel-specific documentation and data will be robust enough to support:

1) Operational scheduling and project planning.

2) Public-facing information platforms such as maps and dashboards.

3) Requests for information from property owners.

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4) Cost recovery requirements.

B. Track and Log Each Truck

The DDHTR Contractor Debris Trucks. Water Trucks, Street Sweepers, and other operational equipment deemed appropriate by the IMT will be equipped with GPS devices and/or capabilities provided by the A&M Contractor. These devices shall be operational during the workday so that the DDHTR Contractor, the A&M Contractor, and the IMT can keep track of all DDHTR Contractor vehicles during the operation for safety purposes and to monitor productivity. The Trucks will be tracked to assure they are where they are expected to be per the properties and end use facilities that they have been directed to haul their loads to.

C. Record Trucks Identification Numbers

All DDHTR Contractor Trucks will be provided a placard or other visible means of identification as part of the Operation to be displayed prominently to identify trucks that are part of the operation. These placards shall be provided for each truck once they pass their DOT inspections, conducted as part of this operation. Trucks will also be given a barcode sticker to be placed externally on the truck in an easily accessed location by the A&M Contractor in order to more easily identify the specific truck as it enters a debris removal site and an end use facility. Placards shall be covered when a truck is being used for a non-DDHTR Contractor directed use.

D. The A&M Contractor shall collect and track renewable diesel fuel usage by the DDHTR Contractor on a monthly basis and keep the User Agency apprised on a regular basis.

E. The DDHTR Contractor commits to use only renewable diesel fuel with a minimum of ninety-five (95) percent renewable diesel for in-use off-road diesel-fueled vehicles and equipment subject to 13 CA Code of Regs § 2449. This requirement is described in further detail in Section D item 28) below.

F. Collect and Organize Debris Removal Documentation Through Web-Based Database

The A&M Contractors shall collect, organize, and maintain all project-related documentation utilizing GIS and other database software as described in the A&M Contractor Agreement “Scope of Work, Both Operations: Section A. GIS Services.”

G. Prepare Site-Specific Final Reports and Database

The A&M Contractor shall prepare final reports summarizing work completed on each property or ROW segment and provide a summary of costs incurred on that

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property as described in the A&M Contractor Agreement “Scope of Work, Section 5.E.2 Project Completion Documentation”.

Also, provide an overall operational report of work completed, including EPP compliance and any issues encountered and how they were addressed.

3. OVERVIEW OF OPERATIONS

3.1 Overview of Operations (DDHTR Contractor, A&M Contractor)

The operation will follow a systematic approach to removing debris off the property. The overall work in the operation will be divided up among technical A&M Contractors, local, State, and possibly Federal agencies, and DDHTR Contractors. The debris removal sequencing is outlined below, work outlined is delineated by the DDHTR Contractor described as and the A&M Contractor:

A. Initial Burn Scar Areas Reconnaissance:

1) Obtain, analyze, and evaluate burn scar area-wide background soil samples to inform the preparation of the operational cleanup goals (A&M Contractor).

2) Obtain, analyze, and evaluate background air quality to establish safe levels for the project (A&M Contractor).

3) Identify water (dust control and street sweeping, etc.) and electrical sources and obtain permits as required (DDHTR Contractor).

4) Identify equipment and material staging area (DDHTR Contractor).

5) Identify materials disposal and recycling options (DDHTR Contractor).

6) Identify and document immediate Erosion Control needs to protect waterways from contamination by hazardous ash and debris (A&M Contractor + DDHTR Contractor, County, and the State Watershed Task Force (SWTF)).

7) Perform Vehicle Identification Number verifications (or vehicle abatements or adjudications) prior to removal of burned vehicle hulks ((appropriate State or Local law enforcement or authorized public agency employees)).

8) If it is not possible to conduct such abatements on-site, then the DDHTR Contractor shall provide a permitted site at which such abatements can occur off the debris removal APNs where such abatements can occur safely, by the appropriate State or local law enforcement or authorized public agency employees.

9) Conduct initial visual and video survey of roadways and infrastructure along those roads that the debris cleanup operations could potentially impact. These videos will be used to compare with a visual review of the same

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roadways at the end of the operation; therefore, they must be of quality to assist in assessing the likely impact of the operation on these roadways. Prepare engineering reports of road conditions if requested to do so by the User Agency (A&M Contractor).

B. Initial Environmental Assessment of the Burn Scar Areas (State or User Agency or A&M Contractor as directed by the User Agency):

1) Evaluate Federal National Environmental Policy Act (NEPA – for Federally-funded operations or operations located on federal lands) requirements for the protection of the environment including, but not limited to surface water, endangered species, and cultural resources as required by law, consultation, and California Environmental Quality Act (CEQA) requirements and in the EPP. The EPP includes the required best management practices (BMPs) and Avoidance and Minimization Measures (AMMs) from Federal consultation to be implemented by the DDHTR Contractor as part of the Operation (State, User Agency, or A&M Contractor as directed by the User Agency).

2) Develop an Operation Specific EPP (User Agency or A&M Contractor as directed by the User Agency)).

3) Coordinate with local, state, and federal resources agencies with respect to these requirements when conducting work (DDHTR Contractor).

4) Develop an Operation Specific EPP (State's Environmental Task Force).

C. Individual Property Site Assessments, Asbestos Surveys, and Hazard Tree Assessments:

1) Install individual address signs for each property with a signed ROE. This new sign will assist in the accountability and direct emergency services to the proper address. A&M Contractor will also Contact Underground Service Alert (USA) or other utility locator service to verify the location of the sign will not impact local utilities (A&M Contractor).

2) If properties in the operational area are on septic systems, identify septic tank and leach field locations on each property (To be verified by: 1. Property Owner through ROE, 2. City/County, 3. A&M Contractor, and 4. DDHTR Contractor to mark). DDHTR Contractor is ultimately responsible for damaged septic tanks and leach field systems) (All).

3) Identify water wells on properties not serviced by the local water agency (1. Property owner, 2. City/County, 3. A&M Contractor).

4) Photograph each site from all sides to document all aspects of the property, both burned and non-burned items (A&M Contractor).

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5) Sketch property boundaries, including ash/structure footprints, and delineate locations of visible septic tanks, leach fields, water sources, imminent threat hazards to the DDHTR Contractor. Describe the type of foundation(s), sketch other hardscapes and vehicles (A&M Contractor).

6) Sketch and record ash footprints in addition to structures (i.e., vehicles, equipment, ATVs, trailers, recreational vehicles), creek beds, culverts, bridges, etc., (A&M Contractor).

7) Identify and photograph other property-specific hazards (i.e., swimming pools, retaining walls, basements, chimneys, partial walls, hazardous trees, large vehicles, propane tanks) (A&M Contractor).

8) Conduct Mercury and Radiological site survey sweeps, with ash and debris footprints on all program properties, using handheld equipment described in Sections 5.6 and 5.7 below.

9) Identify and contact the Owner of large partially damaged or undamaged propane tanks (A&M Contractor).

10) A&M Contractor's Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) to conduct surveys to identify, sample, and analyze results for suspected gross asbestos-containing materials, including concrete foundations and mortar (A&M Contractor).

11) If Chimneys or partial walls are to be knocked down for asbestos assessment crews to assess for ACM, Contact and obtain permits from the local Air Quality Management District (AQMD) or State Air Resources Board (ARB), whichever is the regulating agency, a minimum of one (1) week prior to knocking down chimneys or partial walls regarding NESHAP notification, if necessary. Document CAC clearance of abated parcels (A&M Contractor).

12) The A&M Contractor's Task Force Leader or Crew Leader assigned with the chimney tipping crew shall contact the property owner no less than twenty-four (24) hours prior to DDHTR Contractor tipping a chimney to verify if the property owner wants to be present or has any items to be saved. The A&M Contractor shall inform the Chimney tipping crew of any limitations or concerns prior to commencing with the chimney tipping.

13) Knock down Chimneys and/or partial walls for CAC/CSST to safely assess them for asbestos-containing materials (DDHTR Contractor).

14) Assess the parcel or segment of right-of-way (ROW) for eligible hazard trees, as described in the "Hazard Tree Assessment" section (A&M Contractor), and danger trees threatening the ability of the debris crew to work safely (DDHTR Contractor).

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15) Ensure placement of biodegradable erosion control BMPs for immediate protection of waterways, culverts, drainage inlets, etc., after debris and hazard tree (if any) removal (DDHTR Contractor).

16) If non-residential properties are added to the Operation, the A&M Contractor shall provide the following services for each such property:

a) Evaluate the property based on zoning.

b) If the presence of hazardous materials is clearly a concern or unknown, conduct an Envirostor search (DTSC website).

c) If the presence of hazardous materials is still unclear, conduct an Environmental Site Assessment (ESA) by soliciting historical parcel data from Environmental Data Resources, Inc. (EDR) or an equal provider.

If the results indicate the possibility of hazardous materials A&M Contractor shall prepare a soil sampling plan, similar to the one in the Special Provisions Section 7.1. analyzing for all appropriate constituents of concern for purposes of proper disposal of materials removed.

D. Disaster Debris Removal (DDHTR Contractor, A&M Contractor).

1) Utilizing qualified biologists, assess, monitor, and document identified endangered species using USFWS Qualified Biologists, nesting birds (during the season), cultural resources using Secretary of the Interior Qualified Archaeologists, water quality permits, and stormwater (A&M Contractor).

2) Check for underground utilities by alerting Underground Service Alert (USA) for public right of way (DDHTR Contractor).

3) Check for underground utilities by using an independent private utility locator service for private ROW, if necessary (DDHTR Contractor).

4) Acquire necessary encroachment permits for work along public roadways from appropriate agencies, including California Department of Fish and Wildlife, Caltrans, County. City, Town, etc. (DDHTR Contractor).

5) Remove gross asbestos-containing materials for those properties where asbestos is found or suspected as identified by the A&M Contractor's CAC/CSST (DDHTR Contractor's ACM Removal entity).

6) Remove privately owned, fire-damaged propane tanks, less than thirty (30) gallons that have been marked as non-hazardous (DDHTR Contractor).

7) Remove privately-owned, fire-damaged propane tanks thirty (30) gallons or larger if directed to do so by the User Agency. DDHTR Contractor's safety officer shall prepare a detailed plan, to be approved by the IMT, describing

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the process of how the DDHTR Contractor will safely render thirty (30) gallon or larger fire damaged propane tanks non-hazardous and remove them for recycling after checking with the A&M Contractor and the IMT that the tank should be removed (DDHTR Contractor). The plan should include the removal of tanks that may have residual propane. These plans may include hiring a third party to assist in rendering the tank safe and tank removal.

8) Initiate contact with property owners twenty-four (24) to forty-eight (48) hours prior to commencement of debris removal and hazard tree removal to notify them of the estimated commencement of debris removal and hazard tree removal (if any) activities. If unable to establish contact, document the number of attempted contacts and who authorized debris removal to move forward (A&M Contractor).

9) Prior to any debris removal activities, A&M Contractor's TFL and DS to conduct a 360-degree Site Walk with the DDHTR Contractor's Crew Lead/Operator prior to commencing with any site work (including debris consolidation), review the property owner's ROE comments and requests, verify the extents of the property with a review of the Site Assessment Report, point out locations of items to protect or stay away from (septic tanks, leach fields, water wells, drop-offs, etc.), or that the property owner wishes to keep. A&M Contractor to mark such items clearly and, if applicable, relocate such items on top of plastic and away from the immediate on-property debris removal operational area. Determine how and where the operator intends to load the trucks. Determine limits of the Exclusion zone.

10) Fell danger trees that are an imminent threat to the Debris Removal Crew (DDHTR Contractor).

11) Remove any existing erosion control BMPs, such as wattles or compost socks and sediment collected. These BMPs must be removed with ash and debris loads, as they are presumed to have captured fire debris runoff from the structural debris footprint (DDHTR Contractor).

12) Remove vehicles for recycling or disposal in accordance with the IMT's direction on VIN verification. If VIN verification cannot be performed on the property, The DDHTR Contractor shall provide the state with one or more locations at which the state or local government can safely verify VINs for each vehicle, then transport vehicles for recycling or disposal (DDHTR Contractor).

13) The A&M Contractor shall open a ticket for each vehicle that is removed from the property and delivered to a separate VIN verification site. A vehicle ticket will be closed upon arrival of that vehicle at a recycling or end use facility (A&M Contractor).

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14) The DDHTR Contractor should take into consideration that the vehicles will not necessarily be abated/adjudicated on the same day it arrives at this(ese) locations. Therefore, these abatement locations may need to be sized to accommodate vehicle storage to support the vehicle:

    a) Delivery rate

    b) Abatement rate and

    c) The removal rate for recycling.

15) For the purpose of this MSA, it is assumed that for a:

    a) Category 1 Operation the vehicle capacity should be assumed to be fifty (50) vehicles.

    b) Category 2 Operation the vehicle capacity should be up to two hundred (200) vehicles.

    c) Category 3 Operation the vehicle capacity should be up to five hundred (500) vehicles.

16) Collect, consolidate, and remove metals for recycling (DDHTR Contractor).

17) Collect, consolidate, and remove ash and debris for disposal. The equipment operator shall take care to minimize the mixing of ash, debris, and concrete with the underlying soil (DDHTR Contractor).

18) Collect, consolidate, and remove concrete for recycling (DDHTR Contractor).

19) Collect, consolidate, and remove six (6) inches of contaminated soil from the ash and debris footprint for disposal or landfill reuse for cover soil, as determined by the CM, in support of the IMT (DDHTR Contractor).

20) Document all of the above-mentioned debris loads (metal, ash, debris, concrete, contaminated soil) by opening a load ticket for each load that leaves the property. Load tickets shall be issued at the parcel of origin and closed upon arrival at the end use facility. Load tickets shall include the parcel of origin APN, name of end use facility, tonnage, and date and time of departure from property and arrival at the end use facility (A&M Contractor).

21) Cap all sewer lines and/or water lines found open or damaged due to debris removal (DDHTR Contractor).

22) Finish grading/smoothing ground surface (if applicable). Multiple burned areas should not be smoothed together to avoid cross-contamination of soil (DDHTR Contractor, A&M Contractor to monitor).

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23) Place any remaining HHW on a sheet of plastic near the property entrance (DDHTR Contractor).

24) Contact the DTSC contact person to place such items on the DTSC "milk run" list for DTSC's contractor to pick up at their convenience (User Agency or A&M Contractor if directed by the User Agency).

25) A&M Contractor TFL, together with the DDHTR Contractor's laborers, shall walk the debris footprint area to make sure there are no remaining nails, glass shards, or other debris remaining within the former structural debris ash footprint. If applicable, ensure that trip hazards are identified with brightly covered spray paint, impalement hazards are capped or cut to grade, and that temporary fencing is installed around any fall hazards or holes. Any damage to the property, utilities, or other private property caused during debris removal shall be documented by the A&M Contractor (A&M Contractor and DDHTR Contractor).

26) The TFL shall contact both the A&M Contractor DS (or designee) and the User Agency OSC, or designee, with at least an hour or more of lead time before they can conduct the intermediate site walk to confirm that the site is sufficiently cleaned of debris and should be cleared for soil sampling. Then the DDHTR Contractor's crew can mobilize to the next assigned site on the PSC's runway.

27) Prior to forecasted storm events, install temporary BMPs on active properties near waterways, as directed by the User Agency's OSC and approved by the IMT and the CM. (DDHTR Contractor).

28) The DDHTR Contractor shall use only renewable diesel fuel with a minimum of ninety-five (95) percent renewable diesel for in-use off-road diesel-fueled vehicles and equipment subject to 13 CA Code of Regs § 2449. This requirement:

   a) Applies to work that the DDHTR Contractor (including subcontractors) perform.

   b) Applies to heavy equipment, including but not limited to excavators, skid steers, cranes, specialized heavy-duty tree felling equipment, chippers, grinders, and other off-road diesel-fueled equipment.

   c) Applies to debris and woody materials on-road transport vehicles.

   d) Does not apply to vehicles registered to operate on public roads when those vehicles are used solely to deliver materials, supplies, or fuels to the job sites. Renewable diesel is a biomass-based diesel fuel that meets the ASTM D975 specification for diesel fuel.

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e) DDHTR Contractor shall provide, at a minimum, regularly scheduled reports documenting the satisfaction of this requirement. The DDHTR Contractor shall submit a final report providing cumulative data and reporting requirements prior to User Agency's Final Payment. DDHTR Contractor shall submit reports at regular intervals throughout the term of the Agreement based on the User Agency's Contract Manager's direction. The User Agency may choose to use the A&M Contractor to keep track of the renewable diesel fuel usage.

E. Confirmation Sampling (A&M Contractor):

1) Sample and analyze soil, as described in the User Agency Soil Sampling Plan (A&M Contractor).

2) Compare soil results to cleanup goals developed by the A&M Contractor (A&M Contractor and the User Agency's OSC or designee).

3) If results exceed cleanup goals, another layer of soil will be removed from the specific area that exceeded these goals, as directed by the User Agency's OSC or designee, for disposal (DDHTR Contractor) and the site re-sampled (A&M Contractor).

4) If applicable, other means and methods may be utilized to meet soil cleanup goals such as soil borings or X-ray fluorescence (XRF) analysis (A&M Contractor at the direction of the User Agency's OSC or designee).

F. Implement Erosion Control (DDHTR Contractor. A&M Contractor – monitors and documents).

1) If results are less than or equal to cleanup goals and are approved by the User Agency or designee, the DDHTR Contractor shall prepare the site for final erosion control (DDHTR Contractor) and certification (A&M Contractor).

2) Place required storm water best management practices to control sediment runoff from each remediated property, as identified in the EPP and Section 8.1 Erosion Control Methods, or as otherwise directed by the User Agency's OSC or designee. Typically, erosion control is placed on the downstream side of structure footprints where debris was removed, including the placement of wattles or compost socks and hydromulch (no seeds) (DDHTR Contractor).

G. Hazard Tree Felling

1) Review the hazard tree assessment prepared for each property with the A&M Contractor's Arborist and/or TFL to determine if prepared prior to commencing with the debris removal work. The hazard tree felling crew supervisor will decide how the tree felling will be accomplished and inform the

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TFL prior to commencing work. No hazard trees will be felled in structural ash and debris. If it is, the tree and all its cuttings and grindings shall be considered ash and debris and disposed of as such (DDHTR Contractor and A&M Contractor).

2) Submit permits required by forest practice rules for felling and transporting trees to end use facilities (DDHTR Contractor's LTO with support of the A&M Contractor's RPF).

3) Assess, monitor, and document identified endangered species using USFWS Qualified Biologists, nesting birds (during the season), cultural resources using Secretary of the Interior Qualified Archaeologists, water quality permits, Forest Practice Rules, and stormwater (A&M Contractor).

4) Fell hazard trees as identified and marked by the A&M Contractor's Arborist, stumps will be flush cut (within 6-inches) to existing terrain surface or as required in local government encroachment permits. No stumps will be removed unless pre-approved/directed by the IMT (DDHTR Contractor).

5) Perform monitoring, oversight, and documentation of the felling and removal of every Hazard Tree removed. Open a ticket for each arborist marked hazard tree felled (A&M Contractor).

6) Document with the IMT approved GIS (ESRI) – or compatible data collection software, all hazard trees removed, to include the following items (A&M Contractor):

   a) Photograph after removal showing the identification number on the remaining stump.

   b) Date of removal.

   c) GPS coordinates of each tree felled.

7) Once the marked trees are felled, limbs and tops are processed as necessary and cleared off of each property; the TFL shall document and mark the tree stumps with their original markings (prior to cutting) and take a photo and GPS the stump location. This information shall be logged into the A&M Contractor database, undergo a thorough quality control check, and be accessible by the IMT by the next day (A&M Contractor).

H. Hazard Tree Removal.

1) Felled hazard trees and other vegetative debris will be collected and removed from the site within one (1) week (seven (7) days) of felling or as directed by the User Agency's Operations Lead (OSC or Debris Group Supervisor, as applicable). Trees may be chipped directly into trucks on site, transported to a Hazard Tree Processing Yard for processing, or hauled directly to wood

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material end use facilities at the discretion of the DDHTR Contractor. A small amount of chips may be left on site for erosion control purposes as defined in the EPP and these Special Provisions. In some instances, at the discretion of the User Agency's OSC and State environmental lead, vegetative debris may be "lopped and scattered" if the process of removal may cause environmental harm. Such activities must meet the forest practice rules and the permit(s) requirements. (DDHTR Contractor).

I. Documentation Tracking and Consolidation (A&M Contractor).

1) Document all activities on each site, such as property owner interaction, daily truckloads, etc.

2) Track and log each truck used and the total quantities and types of materials transported to landfill or end use facility.

3) Record truck's identification numbers and type of material removed by each truck from each property.

4) Collect and organize DDHTR documentation through a web-based database.

5) Prepare site-specific final reports and database (at CM's direction) for delivery to User Agency. These reports shall be finalized within three (3) months after the final property sign-off (FSO) report has been signed by the User Agency's OSC or designee.

3.2 Incident Action Planning

During the course of this operation, the PSC will publish the Incident Action Plan (IAP) once every operational period. The length of the operational period will vary depending on the incident and can vary throughout the operation. The IAP will contain the incident objectives, specific personnel assigned to the various roles in the operation, work assignments, safety information, and contact information.

The Incident Action Plan will be developed pursuant to the Action Planning Process, which is summarized below:

A. Objectives Meeting: The IMT will review progress over the prior operational period, anticipated resource availability, limiting factors, and strategic goals to set objectives for the operational period. This meeting may be held informally or as part of other IMT meetings.

B. Tactics Meeting: The OSC and PSC will lead a Tactics Meeting with all Contractors (both A&M Contractor and DDHTR Contractor) to establish resource orders and work assignments necessary to meet incident objectives.

C. Planning Meeting: The OSC and PSC will present the Incident Action Plan to the IMT and stakeholders for comment, review, and approval.

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4. PRELIMINARY OPERATIONS

4.1 Permits

All on-site debris removal work will be performed between the hours of 7:00 a.m. to 6:00 p.m. PT, Monday through Saturday, or adjusted as specified by local noise ordinances. Debris removal crews may commence pre-work health and safety briefings at the beginning of a shift and post-shift meetings at the end of shift, outside of these allowed operational hours, which should not impact compliance with the noise ordinance.

Table 4 lists the requirements and permissions anticipated for the Operation.

Table 4. Summary of Permit Requirements

Requirement/ Permission	Entity Responsible for Obtaining	Comments
Property owner Site Access/ Authorization for ROE and Access only ROEs	Counties	Owners require executed forms before work can begin on their property.
Property owner Access only Agreement	Counties	Executed forms from non-User Agency program property owners to provide access to properties that are part of the User Agency program.
California Environmental Quality Act (CEQA)	Exempt	Operations undertaken, carried out, or approved by a public agency to maintain, repair, restore, demolish, or replace property or facilities damaged or destroyed because of a disaster are exempt from CEQA. Public Resources Code, sections 21080(b) (3), 21172; see also, 14 CCR 15269(a).
Section 1602 or 1610 Streambed Alteration, California Department of Fish and Wildlife (CDFW)	CDFW; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and/or A&M Contractor will consult with CDFW for removal of dangerously burned trees. Typically, the Operation does not include work in, or through, a streambed. If a stream crossing is necessary to access and remove burned debris, User Agency

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Requirement/ Permission	Entity Responsible for Obtaining	Comments
		will **c**onsult with CDFW to determine whether work is consistent with the EPP or will need to submit a Lake or Streambed Alteration Program Notification of Emergency Work Permit to CDFW within fourteen (14) days of commencing with streambed crossing.
Federally Funded or on Federal Property Follow National Environmental Policy Act (NEPA)	FEMA as lead Agency; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and A&M Contractor will Consult with FEMA or Federal lead agency regarding the debris removal operation and potential impacts on federally protected resources (i.e., waters of the US, etc.) endangered species, and historical and cultural artifacts, etc. to be addressed and incorporated in the EPP.
Federally Funded or on Federal Property -- Federal Section 7 Permit for Federally Endangered Species	FEMA as lead Agency; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and A&M Contractor will consult with FEMA or Federal lead agency regarding the debris removal operation and potential impacts on federally endangered species or endangered species habitat as described in the EPP. Including the submission of final reports per the direction of the FEMA consultation with USFWS and/or NOAA Marine Fisheries Service. Maps will be produced using GPS at sub-meter accuracy.
Federally Funded or on Federal Property – Section 106 National Historic Preservation Act assessments	FEMA as lead Agency; User Agency	User Agency's PSC, OSC, Environmental Unit Lead, and A&M Contractor will consult with FEMA, who will consult with the State Historic Preservation Office (SHPO) to determine if there are any archeological sites of interest/concern within the footprint of the debris removal operation. If so, determine how to mitigate, as addressed in the EPP. A&M will provide Archaeologists to perform assessment and monitoring and draft and submittal of final reports per the direction of the

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Requirement/ Permission	Entity Responsible for Obtaining	Comments
		FEMA consultation with SHPO. Maps will be produced using GPS at sub-meter accuracy.
Federally Funded or on Federal Property ---- US Army Corps of Engineers (USACE) Non-Reporting Nationwide 33 Streambed crossing or Regional General Permit to address Clean Water Act (CWA) Section 404 Regional General Permit for Clean Water Act Section permit	User Agency or its A&M Contractor	User Agency PSC, OSC, and/or its A&M Contractor will consult with the USACE regarding the applicability of the Nationwide 33 permit for the emergency response/recovery activities affiliated with the operation or whether a Regional General Permit to address CWA Section 404 is required. Permit applications will be submitted per February 10, 2016, Updated Map and Drawing Standards, including the use of sub-meter accurate GPS readings for the Ordinary High Water Mark. As addressed in the EPP, a 401 Permit approval from the local Regional Water Quality Control Board (RWQCB) may be required.
401 Permit	CalEPA State Water Resources Control Board; User Agency or its A&M Contractor	User Agency's PSC, OSC, Environmental Unit Lead, and/or A&M Contractor will consult with the RWQCB and submit the information required for review and approval as addressed in the EPP.
Laydown and storage yards and other necessary operations supporting facilities will likely require National Pollutant Discharge Elimination System (NPDES) Stormwater permits	DDHTR Contractor for support facilities. Some support by the A&M Contractor	DDHTR Contractor will coordinate with the landowner, the City or County land use municipality, and the RWQCB to apply for and obtain NPDES permits as required and install and maintain necessary BMPs.
Road Use or Special Permits for accessing private properties from roads on Federal	DDHTR Contractor for access across roads on federal lands. EHP	Permits will require biological and historical preservation assessments and likely BMP protections to be installed, maintained, and ultimately removed.

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Requirement/ Permission	Entity Responsible for Obtaining	Comments
lands (BLM, USFS, etc.)	support from the A&M Contractor. Plus, it may require additional assistance from state agencies and User Agency CM and /or OSC or designee.	
CalFire Forest Practice Rules Permits for Timber Harvest activities (1104.1b, 1039g, 1052).	DDHTR Contractor's LTO to prepare, sign, and implement permit(s) and their requirements. May obtain assistance from A&M Contractor's RPF.	Prior to felling any Hazard Trees, the DDHTR Contractor shall confer with the CalFire Regional Office and the RWQCB representatives to confirm necessary permits and/or confirm applicable exemptions, then submit obtain and implement required BMPs and AMMs, under A&M Contractor Forester's oversight and support.
County Encroachment Permit	DDHTR Contractor (May be waived)	Use of temporary trailers or storage units on County ROW will require the submittal of an application.
County Demolition Permit	User Agency (may be waived)	Counties to issue a blanket permit to demolish all structures destroyed by the fire under this program.
Air District Asbestos Demolition Permit/ Notification	User Agency (may be waived)	User Agency or its A&M Contractor will make appropriate notification to local Air Quality Management District (AQMD), California Air Resources Board (CARB), and/or Federal EPA for demolition of any remaining standing structures and chimneys that fall under the requirement, as necessary.
Site Hazardous Waste Transport	User Agency	User Agency will submit an emergency Department of Transportation (DOT) waiver to allow for the transport and consolation of hazardous materials at a predefined staging area within the immediate burn scar area.

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Requirement/ Permission	Entity Responsible for Obtaining	Comments
Traffic Control (city, county roadways, and state highways	DDHTR Contractor	User Agency DDHTR Contractors apply for and obtain all road and highway permits in support of these operations and will supply necessary signage as required by the permitting agency(ies).
Hazardous Waste Disposal	User Agency	User Agency will contact the DTSC if any household hazardous waste is found on properties. User Agency will direct DDHTR Contractors to place such materials at one location on each property and/or in an environmentally protective, safe, and secure storage area (as appropriate) and arrange for the DTSC to make special collection trips, "milk runs," to collect and appropriately transport and dispose of such materials.
Temporary Heliport Authorization	CalTrans	For temporary take-off and landing facilities related to debris or tree removal via helicopter.

4.2 Background Soil Assessment (User Agency/ A&M Contractor)

User Agency and its A&M Contractor will identify regions with potentially differing soil types within the footprint of the Incident. The A&M Contractor shall also review geologic maps and look for signs of anthropogenic disruptions such as mining operations, disposal sites, contamination from previous disasters, other such activities that could have an impact on the background soils sampling locations as well as on the confirmation soil sampling that will take place after the debris has been removed from program properties. A&M Contractor, with approval from User Agency, shall determine if levels above clean-up goals are the result of the incident fire ash and debris or from pre-existing conditions.

Soil samples in the vicinity but not in the ash impacted area will be collected and analyzed to establish the natural or anthropogenic occurring metal concentrations around the Incident. A California-certified laboratory will analyze these samples for California Code of Regulations (CCR) Title 22 metals. Samples will be collected. These samples will also be analyzed for moisture content which the A&M Contractor will use to correct the concentration of the metals to determine dry metals concentrations from analytical results.

In addition, if directed by the User Agency's OSC, baseline assessment samples shall be taken at truck staging areas and equipment yards. These samples shall be analyzed for CCR, Title 22 metals, Total Recovered Petroleum Hydrocarbons (TRPH), benzene,

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toluene, ethylbenzene, and xylene (BTEX) analysis by a California-certified laboratory. Results from these samples will be used to establish a baseline, and additional samples will be collected upon demobilizing to ensure no residual material or hydrocarbon spill was left behind. The DDHTR Contractor will be responsible for removing contaminated soils contributed by its operation in these staging areas, as verified by the A&M Contractor following appropriate predetermined soil sampling and analysis protocols.

4.3 Air Monitoring (A&M Contractor)

Prior to the commencement of debris removal, User Agency and its A&M Contractor will prepare an operation air monitoring plan that will be reviewed and approved by the User Agency's IMT. This plan shall follow all local, regional, state, and federal requirements for the types of activities included in these Special Provisions. The background, community, and debris removal property air monitoring will include particulate matter (PM 2.5), airborne metals, and asbestos.

Once the Air monitoring Plan is approved, the A&M Contractor shall collect background air monitoring samples to establish baseline levels for air contaminants collected from the community and highly sensitive receptor areas as determined by the User Agency's IMT or designee and the A&M Contractor. The A&M Contractor will include conducting debris removal property air monitoring on typically one-third of the properties that are actively having debris removed on a daily basis.

Once debris removal commences, ongoing air monitoring in the community and at the selected debris removal property will be performed as outlined in the User Agency's OSC approved Air Monitoring Plan. Community and selected debris removal property air sampling shall take place during debris removal operational hours only.

Air monitoring results shall be reviewed and submitted to the User Agency's OSC and/or Designee and the State H&S Officer within one (1) day of receipt of results from the analytical laboratory (on a maximum of seven (7) day turnaround schedule). The A&M Contractor shall flag any exceedances to the IMT.

4.4 Water Source (DDHTR Contractor)

The DDHTR Contractor will be responsible for obtaining water use permits, complying with permit conditions, and monitoring water usage from water hydrants or other approved and permitted water sources (i.e., lake, river, stream, etc.), using a meter or other required and approved method of tracking water usage. The State will identify a water source before DDHTR Contractor work commences.

4.5 Underground Utilities (A&M Contractor and DDHTR Contractor)

Notify Underground Services Alert (USA) at least forty-eight (48) hours prior to ground disturbing activities such as installation of the property address signs (A&M Contractor) and (DDHTR Contractor). Check for underground utilities by using an independent

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private utility locator service for private ROWs, if necessary (A&M Contractor and/or DDHTR Contractor).

4.6 Identify equipment and material staging area (DDHTR Contractor)

Each contractor will provide the location of their equipment/office staging areas and any additional temporary facilities that support debris and hazard tree removal operations. Depending on the burn area and complexities of remote operations, the DDHTR Contractor may determine those temporary facilities, such as Temporary Debris Management Sites (TDMSs), storage facilities, laydown areas, vehicle adjudication facilities, equipment maintenance yards, and housing base camps, may be required to efficiently meet operational goals.

The Environmental Protection Plan (EPP) waiver coverage shall not likely apply to debris removal operations activities, such as those mentioned above, for which local agency permits may be required. The local agencies for each county will likely require the need to obtain:

A. An Industrial General Permit from the Regional Water Board and develop a Storm Water Pollution Prevention Plan (SWPPP) and all applicable specific rules in the EPP.

B. May require a land use permit, depending on the property zoning and local agency requirements.

C. In some circumstances, soil sampling may need to occur before and after site usage.

D. If the Operation is either federally funded or the temporary facilities are intended to be located on federal land, the Contractors shall work with the User Agency to consider these facilities for compliance under the National Environmental Policy Act (this process could take two weeks to ninety (90) days).

    1) In this case, the Contractor(s) shall produce a site-specific plan to the User Agency's Environmental Lead, including:

        a) Address/Location.

        b) Aerial map showing the active use boundaries.

        c) Uses a description of the site.

        d) A description of all uses and impacts, including if heavy equipment will be stored there, utility tie-ins, etc.

        e) Contractor(s) shill have a USFWS qualified biologist perform a desktop review and field evaluation of the work site for Section 7 of the Endangered Species Act.

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i. Provide CNDDB and ECOS Critical Habitat review.

ii. Provide documentation of a field visit with photographs and notes.

f) Contractor(s) shall have an SOI qualified archaeologist perform a desktop review and field evaluation of the work site for Section 106 of the National Historic Preservation Act.

i. Provide CHRIS review (keep confidential and forward to FEMA EHP).

g) If applicable, contractors will apply for Section 404 of the Clean Water Act permit, and provide evidence of compliance with Executive Order 11990 Protection of Wetlands, and Executive Order 11988 - Floodplain Management requires Federal activities to avoid impacts to floodplains.

h) Contractors will document that the site is not on the Hazardous Waste and Substances sites from DTSC's "Cortese list."

2) Contractor(s) shall be prepared to allow Local, State, Federal, or Tribal representatives to conduct environmental evaluations or follow up inspections.

E. Consultation with ALL affected California Native Tribes, if any.

F. Permits will be collected for Public Assistance and Environmental and Historic Preservation Records (send them to the Environmental Lead).

4.7 Temporary Debris Management Sites (DDHTR Contractor)

Temporary Debris Management Sites (TDMSs) generally consist of a temporary ash and debris stockpile, a protective berm, and operational areas allowing for trucking access. The site shall be enrolled for coverage under State Water Resources Control Board Order WQ 2020-0004-DWQ (https://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2020/wqo2020_0004_dwq.pdf), General Waste Discharge Requirements For Disaster-Related Wastes (General Order). A&M Contractor shall provide monitoring of Operations at TDMS, including community air monitoring services.

DDWTR Contractor shall note that the following conditions shall be enforced for the operation of the TDMS. The conditions are mandatory for its continued use. Violations of the conditions will be reported to the User Agency. If the IMT determines there is a violation, the DDHTR Contractor will be informed of such violations. A violation will incur a minimum delay in operations for twenty-four (24) hours. No inbound or outbound ash and debris transports can be processed during that time. Individual property ash and debris removal operations can continue but without the use of the TDMS. If a violation is not resolved within twenty-four (24) hours of notification from the Contract Manager, the closure plan will be triggered.

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Health & Safety: The ash and debris stockpile area will be defined as an exclusion zone. DDHTR Contractor shall follow all exclusion zone procedures for the ash and debris stockpile area.

Operating Limit: The User Agency will define the maximum operating limit for each TDMS. A variance of ten (10) percent from the operating limit will be permitted. Any exceedance of the ten (10) percent variance will trigger a delay in operations for three (3) working days in which no inbound materials will be accepted. Temporary scales are used to determine the weight of inbound and outbound trucks. Materials can be removed outbound if it complies with the Dispatch of Trucks requirements.

The Operating limit will be calculated based on the quantity delivered to the end use facility. When they arrive at the approved end-use facility, pre-loaded truck quantities are subtracted from the pile quantity.

Site Operations Exclusion Zone: Includes all areas within the perimeter berm, not including the truck dumping and transfer truck loading zones. Staked red tape will designate the hot zone and shall be maintained. Level C Personal Protective Equipment (PPE) requirements shall be enforced within the exclusion zone.

Loading Zone: Includes the length of the longest anticipated transfer truck and trailer anticipated to be used by the DDHTR Contractor. A yellow caution taped off area of fifteen (15) feet wide by sixty-five (65) feet long section will be staked and maintained to designate the loading zone. This area will be identified as the warm zone. No materials will be dumped on the ground in the warm zone. Transfer trucks will be backed into and loaded within the loading zone. Materials spilled in this zone will be cleaned up prior to the transfer truck leaving the area and the next loaded truck being allowed to enter. This area will be inspected and cleaned once each transfer truck is loaded and at the end of the daily operations. If the underlying material is contaminated, it will be removed and replaced. The loading zone is located furthest away from all residents, the general public, or workers not affiliated with the TDMS.

Decontamination Zone: Includes an area for workers to put on and take off PPE as required in the Hot Zone. Decontaminate equipment and PPE items as needed in the work process.

Dispatch of Trucks: All trucks inbound and outbound shall be issued and carry truckload tickets. Loads inbound are received and dumped at the external edge of the hot zone. Loaders will transport the ash and debris to the excavator's debris pile and load the outbound transfer trucks. Outbound transfer trucks will only be loaded in the designated loading zone. As described above, the loading zone shall be specified and identified within the perimeter berm. Outbound trucks will receive their scale and load tickets to bring with them to the designated landfill expected to arrive on that same day. Outbound trucks can also be sent to the designated and approved pre-load site for delivery the following day. Trucks will be issued load tickets the next day if there is no pre-load site and are not expected to arrive before the landfill closes.

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Minimum staffing: DDHTR Contractor shall make a minimum of two (2) personnel available to operate the TDMS. A loading operator and dust control laborer is required for loading. Two laborers can work together to complete tasks. If two personnel are not on-site, the TDMS will be considered inactive. A plastic cover shall cover the pile of material while the site is inactive, during non-work hours (overnight), and all days when work is not occurring. No unloading or loading of materials can take place while the TDMS is inactive.

The staff operates the equipment at the facility, which shall include the excavator used for loading, loader for managing the consolidating materials, and a water truck and water buffalo for dust control. Staff will also assist with backing up trucks for loading and unloading.

Transfer Trucks: Outbound transfer trucks must follow the truck loading requirements as described in this document. All trucks loaded with ash and debris shall be lined with plastic sheeting and "burrito wrapped" with the plastic as described herein:

A. All Ash and debris and contaminated soil loads must be well wetted and placed in six (6) to ten (10) mil plastic lined trucks and burrito wrapped to minimize any discharges on the roadways to the disposal site.

B. All loads shall be covered with a non-permeable tarp not less than fourteen (14) mil in thickness; this includes metal debris, contaminated soil, and concrete. Ash and debris loads will be placed in a plastic liner before being covered with a tarp. Tarps shall be secured with no less than six (6) anchors around the perimeter of the truck. Tarps shall be free of tears greater than six (6) inches and cover the entire load. No auto tarps will be allowed for this purpose.

This will ensure that materials and dust do not escape out of the truck. The User Agency will consider relaxing this requirement if DDHTR Contractor can demonstrate that the trucks are sealed and no leakage can occur.

Dust Control: Dust control shall be maintained during all hours of operation. This includes when inbound trucks are dumping their loads, outbound transfer trucks are being loaded, and all times in between.

Storm Water Protection Weather events: A weather event shall be classified as a prediction of rain of 0.25 inches for the general area within twenty-four (24) hours by the National Weather Service. The continuous exterior perimeter berm shall be maintained during weather events, and no breaches of the berm will be allowed. Water that accumulates within the berm will be kept within the berm and allowed to evaporate. Any water removed from within the berm shall be considered contaminated. The User Agency and the appropriate Regional Water Quality Control Board shall be notified prior to the removal of this contaminated water from within the berms. If DDHTR Contractor deems it necessary to remove this contaminated water from within the bermed area, it will require sampling, analysis, and storage while awaiting the results of the lab

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analyses. If deemed necessary, the water may also require treatment as indicated by the lab analysis and the A&M Contractor.

Perimeter Berm: Shall be comprised of clean fill materials. The berm height shall be a minimum of three feet tall when measured from the surrounding existing grade. A plastic liner shall be incorporated into the berm as well as under the entire bermed area to prevent leakage. Water shall not be allowed to leak from the perimeter berm. The perimeter berm shall also be treated for dust control. One access point shall be allowed through the perimeter berm, for inbound loads to dump and for the loading zone. The access shall be a maximum width of twenty (20) feet. The access point in the perimeter berm shall be filled in with a three (3) foot tall berm to fully enclose the transfer operations when there is a forecast weather event. Rumble strips will be placed across the entire entrance and exit of the transfer station area to knock off dirt and mud that may have accumulated from trucks as they leave the transfer station. This area shall be inspected and cleaned as necessary at the end of each operational day.

The TDMS shall be maintained as necessary. This includes sweeping asphalt surfaces outside of the perimeter berm daily to limit track-out from debris hauling trucks.

Air Monitoring: Air monitoring shall be conducted, by the A&M Contractors air monitoring crew, during normal work hours. Air sampling stations will be placed upwind and downwind of the operations, on the perimeter of the transfer station, and between the TDMS and the general public. Laboratory analysis of the air monitoring samples will be completed. Results will be reviewed by the A&M Contractor and shared with the User Agency for possible refinement of the dust control plan.

Closure Plan: The closure plan is the plan of ending operations of the TDMS. This will include removing all waste materials brought from the site, decontaminating equipment and materials used, and removing materials to create the TDMS to include the perimeter berm, sacrificial layer, and underlying plastic sheeting. Cleanup of existing asphalt and surrounding surfaces shall also be completed. This may include removal of areas determined to be contaminated by way of soils sampling and testing from soils underlying the exclusion zone operating area by the A&M Contractor. The DDHTR Contractor will fully complete the site closure plan and demobilize within twenty-one (21) days of the notice from the User Agency.

4.8 Identify material disposal and recycling options (DDHTR Contractor)

The DDHTR Contractor is responsible for identifying all material disposal and reuse/recycling facilities to be used during DDHTR operations. These facilities shall have all appropriate operating permits and be pre-approved by the User Agency.

4.9 Identify immediate erosion control needs (DDHTR Contractor)

The State Watershed Task Force typically works to identify the Values at Risk for life safety and address these concerns prior to debris removal. If the DDHTR Contractor

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identifies areas that need measures to protect waterways from contamination, they shall take immediate action to mitigate these concerns.

4.10 Perform Vehicle Identification Number (VIN) verifications (State or Local law enforcement or approved local agency staff)

Vehicles (e.g., automobiles, trailers) that are required to be registered with the Department of Motor Vehicles (DMV) and that have been destroyed by the fire must be adjudicated by the state highway patrol and/or local law enforcement or designated employee of an authorized public agency. While this process is preferred to occur onsite, burned vehicles may also be adjudicated at an offsite facility if approved by the Incident Management Team.

Burned vehicles shall be considered burned hulks per DMV regulations and may be drained of fluids onsite or at an approved metal recycling facility. Vehicles and burned hulks shall be bundled with a net/cover to prevent items from falling from the vehicles during transport (DDHTR Contractor).

If it is not possible for the VIN verifications to occur on each property, the DDHTR Contractor shall provide one or more locations at which State or local government can safely perform the VIN verifications. The State or local government will inspect each vehicle and fill out the appropriate paperwork prior to vehicles being disposed of by the DDHTR Contractor. If directed by User Agency to establish a vehicle adjudication facility, the DDHTR contractor shall provide all necessary equipment and personnel necessary to operate the facility for the duration of the contract, including but not limited to the following:

A. Sufficient physical space

    1) Estimated to be two (2) to five (5) acres

B. Federal, State, and Local permits and fees, cost of compliance

C. Required notifications and consultations

D. Heavy equipment, for example, forklift, dust control

E. Temporary facilities, for example: shipping containers, shade shelters, portable restrooms

F. Labor

G. Overhead, for example: insurance, mobilization, demobilization

Vehicles that the IMT directs the DDHTR Contractor to remove from a public right of way, to be adjudicated and/or recycled elsewhere, shall be removed and transported in such a way as to avoid crushing the vehicle allowing for vehicle owners to access these vehicles after relocation.

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4.11 Roadway Assessment and Documentation (A&M Contractor)

Video record pre-operational conditions of all County, City/Town, and private roadways on which program participating ROE properties reside, roadways necessary to access these ROEs, and roadways required to access the end use facilities. The A&M Contractor will also take field notes during the road evaluations. These shall be compared to post-operational evaluation for potential local agency reimbursement by state or federal funding agencies. Completed videos should be available at IMT request within forty-eight (48) hours of beginning recording either via electronic or hard drive access.

A&M Contractor shall also verify that any roads that are required to be used for hauling debris are private or not. The A&M Contractor shall investigate and then advise the CM and the IMT whether permission to use the private road(s) is/are required and how to obtain that permission. At the same time, the A&M Contractor shall inform the DDHTR Contractor(s) of a) the "Contractors Responsibility" clause and b) their responsibility to take reasonable precautions to maintain the integrity of the private road during the operation.

If directed to do so by the User Agency, the A&M Contractor shall prepare engineering reports documenting certain roads' pre-work and/or post-work conditions. Such reports shall be prepared to accepted industry standards and be sufficient to determine what damage or degradation to the road is attributable to debris removal operations and what was pre-existing. The reports shall also determine whether damage or degradation is due in whole or in part to poor design or construction, poor road maintenance, or the DDHTR Contractor's negligent actions. As appropriate, reports should include photographs of pre-work and post-work conditions and engineering drawings. The A&M Contractor should charge the Civil Engineer position identified in Exhibit B.1 – Rate Sheet, to prepare these plans, which are subject to approval by the User Agency.

4.12 Environmental Assessment (State's Environmental Task Force, User Agency, or other state agency)

User Agency and other State Agencies will develop an EPP (similar to the EPP sample (https://www2.calrecycle.ca.gov/Contracts/DownloadDocument/887)) to summarize the key areas and types of environmental and historical resources present in the vicinity of the Operations. The EPP will summarize the compliance procedures necessary for the DDHTR Contractor and A&M Contractor to be aware of when conducting each function as part of the overall Operation. All BMPs and AMMs, regardless of their timing before or after contract execution, will be implemented by the DDHTR Contractor.

5. SITE ASSESSMENT

User Agency's A&M Contractor will assess and document information prior to debris removal as described below.

5.1 Address Signs

The A&M Contractor shall complete underground service alert (USA) assessments at the entrance to each property for which an ROE has been obtained and prior to or as part of conducting the initial site assessment for such property. Once cleared, the A&M Contractor shall install one reflective aluminum address sign that will be required to be installed per parcel. The sign dimension should be four (4) to six (6) inches in width and eighteen (18) to twenty-four (24) inches in height. The edges shall be round and free of sharp edges. The background shall be a reflective green and all text shall be reflective white. Each sign shall be mounted on a six (6) foot pre-drill, u-channel steel post. The numbering for the address shall be at three (3) to four (4) inches in height.

Address sign example (not to scale):

5.2 Identify Septic Tanks (A&M Contractors and DDHTR Contractors)

A&M Contractors shall identify, mark, and document septic tank and leach field locations, if possible, from the ROEs, from the County Environmental Health, contact with the homeowner, or via site assessments or other means. DDHTR Contractors shall confirm and be responsible for protecting both items on all properties on which they operate.

5.3 Operational Soft Starts

The User Agency may direct that the A&M Contractor and/or DDHTR Contractor conduct a “soft start” of any or all of the operations described in these Special Provisions (for example, Site Assessment, Asbestos Assessment, Structural Debris Removal, Confirmation Soil Sampling, Rescraping, Erosion Control BMP placement). A “soft start” is defined as a single day of the operation for the purpose of evaluating each contractor’s proposed methodologies and determining whether the methodologies are sufficient to commence full operations.

One purpose of a soft start is to evaluate the sufficiency of the A&M Contractor’s documentation processes. To assist the User Agency in determining the sufficiency of these processes, the A&M Contractor shall provide a presentation to the User Agency

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on a working day following a soft start, reviewing the operational protocols and processes and the resulting data.

The User Agency will determine whether the protocols, processes, and resulting data are sufficient for further assessments or operations. If the User Agency determines the results are insufficient, User Agency shall provide feedback and needed corrections to the A&M Contractor. The A&M Contractor will be provided five (5) working days to make the requested adjustments unless the User Agency determines a different timeframe is warranted. Once adjustments are made, the A&M Contractor will perform another day of work and re-present the results to the User Agency the day following the work. The User Agency may continue to direct adjustments until the product is sufficient to commence hazard tree assessment.

The DDHTR Contractor's soft starts would similarly be conducted in one (1) day for each type of soft start activity for the purpose of determining if the methodologies utilized are an effective and efficient means for completing the contracted operational tasks.

The User Agency may direct that soft starts for multiple phases of the operation (for example, site assessments and asbestos assessments) are conducted on the same day or may conduct soft starts over several days. Due to the preliminary nature of soft starts, the A&M Contractor and DDHTR Contractor should expect soft start days to be less operationally efficient than normal working days. The A&M Contractor and DDHTR Contractor should be prepared to mobilize and demobilize resources for soft starts and expect that resources may not be immediately employed in further operations depending on the results of the soft start.

Additional specifications for hazard tree assessment hazard tree removal soft starts are provided under Section 8.0, Hazard Tree Removal Operations.

5.4 Identify Water Wells (A&M Contractors and DDHTR Contractors)

A&M Contractors shall identify, mark and document water well and water pump locations, if possible, from the ROEs, from the County Environmental Health, contact with the homeowner, or via the site assessments or other means. DDHTR Contractors shall confirm and be responsible for protecting these items on all properties on which they operate.

5.5 Property Site Assessment (A&M Contractors)

Property site assessments will include, but not be limited to: approximate property lines (utilizing software such as LandGlide or similar program for handheld devices), sketching the foundation and hardscape footprints and debris field footprints, septic tank, and leach field locations (if applicable), sanitary sewer laterals, water lines, water wells, electrical lines, fuel tanks (i.e., fuel oil, kerosene, etc.), dead and dying trees in

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and around the debris field footprint (that could be a danger to the debris removal crew) possible environmental concerns (surface waterways, creeks, streambeds, or other pre-determined habitats of concern) and identifying property-specific hazards on a field data form. Oversized debris (i.e., burned cars, large appliances, water heaters, etc.), potentially hazardous materials (i.e., large propane tanks – greater than thirty (30) gallons, chemical containers, ammunition cases, etc.), and potentially hazardous conditions (unstable walls, exposed electrical lines, wells, cisterns, damaged trees, steep slopes, post tension concrete slabs, etc.) and access issues due to terrain, weather, or bridge crossings will be noted and mapped on the form. Photographs will be taken from each angle of the property and additional photographs should be taken to document hazards or other existing conditions, including non-burned items. Each property debris field shall have a unique number and be labeled on the assessment map.

A&M Contractor shall determine the owner (property owner or vendor) of large propane tanks (greater than thirty (30) gallons) that are partially damaged or undamaged that need to be removed or are or may be in the way of the Debris or Hazard Tree Removal Contractor's operations. The A&M Contractor shall contact the tank owner and ask them to have the tank removed (ideally) prior to the DDHTR Contractor commencing operations on the property.

If non-residential (i.e., commercial, industrial, public parks, or other public facilities) properties are added to the Operation, the A&M Contractor shall provide Waste Profiling sample and analyses services, including the following for each such property:

A. Evaluate the property based on zoning, what kind of use it had prior to the fire, and aerial photos, to determine if it is likely to have stored hazardous materials.

B. If the presence of hazardous materials is clearly a concern or unknown, conduct an Environmental Assessment by checking the property against Envirostor (DTSC website) to determine if it is known to be a contaminated site.

C. If the presence of hazardous materials is still unclear, A&M Contractor shall conduct an Environmental Site Assessment (ESA) prior to conducting an individual parcel site assessment by soliciting historical parcel data from Environmental Data Resources, Inc. (EDR).

D. If the results indicate the possibility that hazardous materials were used and/or stored on the property, Contractor shall prepare a soil sampling plan, similar to the one in the Special Provisions Section 7.1. The analysis shall include:

   1) CAM 17 Metals

   2) Mercury

   3) DRO/MRO (diesel and motor oil range organics)

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4) GRO (gasoline range organics)

5) BTEX/MTBE

6) SVOCs

7) PCBs

8) Pesticides

9) Herbicides

10) Dioxins (as necessary)

11) TCLP/WET (as necessary)

5.6 Structural Engineering Assessment

If directed to do so by the User Agency, the A&M Contractor shall use Civil Engineers to perform structural engineering assessments of buildings impacted by the disaster, which may include damage from wildland fires, floods, earthquakes, or other hazards. These assessments shall determine and certify whether the structures are unsafe and pose an immediate threat to lives or public health and safety, as defined by FEMA's Public Assistance Program and Policy Guide, Version 4. Generally, these assessments are expected to be conducted following a Safety Assessment performed by the local building department. The User Agency or other relevant authority, such as a local building department, may provide specific criteria and instructions for the performance of these assessments, which shall be implemented by the A&M Contractor. User Agency may also direct the A&M Contractor to prepare a proposed technical assessment methodology based on established practices and site-specific conditions for review and approval by the User Agency.

The findings and conclusions of each assessment shall be documented in a Structural Engineering Assessment Report, which shall identify the A&M Contractor Civil Engineer(s) who performed the assessment. The structural engineering assessments shall also determine whether repairs or demolition is the more cost-effective option for each assessed structure and provide a recommendation on the subject on the User Agency. The final decision of whether a structure shall be demolished will be made by the User Agency. If the User Agency determined demolition is required, the A&M Contractor's Civil Engineers shall coordinate with DDHTR Contractor personnel to develop demolition work plans and oversee demolition operations.

5.7 Asbestos Assessment and Removal

To be protective of the workforce, public health, and surrounding community, User Agency has elected to perform an asbestos survey with laboratory analysis of samples collected on each site to evaluate each property for the presence of ACM for the need

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for removal. Additional scrutiny is placed on homes constructed before 1985 and debris sites with cement siding or vermiculite insulation.

Asbestos sampling will be conducted for suspected ACM materials which will include concrete samples. The goal of this survey is to reduce sending false positive ACM to the landfill and provide additional quality assurance and control that other bulk ACM was not missed in the initial surveys. The samples will be analyzed by polarized light microscopy or transmission electron microscopy using the methods described in the U.S. Environmental Protection Agency (EPA) Method for the Determination of Asbestos in Bulk Building Materials EPA/600/R-93/116.

Full National Emission Standards for Hazardous Air Pollutants (NESHAP) asbestos surveys will be performed on partially burned structures and chimneys as long as they are structurally safe. A Certified Asbestos A&M Contractor (CAC) or licensed structural or civil engineer will determine if the partially burned structure is safe to perform asbestos removal on. Should the structure be deemed unsafe, the DDHTR Contractor will use wet methods and heavy equipment to eliminate the risks. Once the structure or chimney is safely on the ground, a NESHAP asbestos survey will commence. The samples will be analyzed by polarized light microscopy or transmission electron microscopy using the methods described in the U.S. Environmental Protection Agency (EPA) Method for the Determination of Asbestos in Bulk Building Materials EPA/600/R-93/116.

5.8 California Wildfire Asbestos Survey Standard Operating Procedure

To reduce the exposure risk from bulk asbestos to the debris removal workers; incident management personnel; nearby residents and neighbors in the community; and others handling, transporting, and disposing of the debris, the IMT, and its A&M Contractors during the past five years of debris response have developed a standard operating procedure (SOP) for fire-related asbestos issues. This SOP, known as the “California Wildfire Asbestos Survey” (Attachment A), is more stringent than the current federal NESHAP requirements and was developed by ACs, Certified Site Surveillance Technicians (CSSTs), and Certified Industrial Hygienists (CIHs) with thousands of hours of field response. The California Wildfire Asbestos Survey presents procedures to identify, remove, and properly dispose of bulk asbestos from residential structures damaged by a wildfire.

The “Asbestos Site Assessments Standard Operating Procedure (SOP) - California Wildfire Asbestos Survey” will be followed during a coordinated structural debris assessment removal conducted by User Agency and its A&M Contractors. This SOP will be used, by the A&M Contractor, to establish minimum procedures to verify that the precision, accuracy, completeness, comparability, and representativeness of all data collected throughout the project duration is acceptable; and to ensure that all information and decisions are technically sound and properly documented to identify and remove bulk ACM.

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5.9 Radiological Site Survey (A&M Contractor)

While it is unlikely that radiological debris will be found, based on past debris removals, radiological surveys are necessary to prevent exposure. User Agency's A&M Contractor shall, as part of conducting the initial site assessment, perform a radiological survey around all destroyed structures and structural ash and debris fields on all approved ROE properties. Survey equipment should be designed for general radiological surveying, such as a Ludlum 2241 or equivalent.

The action level for this Operation is set at two times background. Should a level of 2x background be detected, the surveyor will isolate (i.e., cordon off) the area and notify the User Agency's OSC or Designee. The elevated reading(s) will be traced until the source is determined to be due to natural sources such as brick or geological formations. Should the reading not result from natural sources, the User Agency's OSC, or designee, will determine the location and rate and develop an action plan to secure the source as long as the reading does not exceed one milliroentgen per hour (1mR/hr) at one foot.

5.10 Mercury Site Survey (A&M Contractor)

While it is unlikely that mercury will be found in the debris, based on past debris removals, mercury surveys are necessary to prevent exposure. User Agency's A&M Contractor shall perform, as part of conducting the initial site assessment, a mercury survey around all destroyed structures and structural ash and debris fields on all approved ROE properties. Survey equipment should be designed for general mercury surveying, such as a Jerome 43-X Mercury Vapor Analyzer or equivalent.

The action level for this Operation is if the instrument detects any concentration of mercury. Should mercury be detected, the surveyor will isolate (i.e., cordon off) the area and notify the User Agency's OSC or Designee. The elevated reading(s) will be traced until the source is determined to be due to natural sources, on-site mine tailings, or another source. Should the reading not result from natural sources, the User Agency's OSC, or designee, will determine the location and rate and develop an action plan to secure the source. If the soil is tested and the concentration of mercury is five (5) mg/kg or greater, an outside agency such as the DTSC, USEPA, or the County Environmental Health may be contacted to assess and cleanup or otherwise deal with the area source.

5.11 Immediate Placement of BMP's

DDHTR Contractor shall place erosion control BMPs immediately around properties on which they are working, if rain is forecast that may stop work.

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6. DEBRIS REMOVAL OPERATIONS

6.1 Notifications

At a minimum, the following notices are required prior to the start of the Operation:

6.1.1 DDHTR Contractor

A. Underground Services Alert (USA) will be notified at least forty-eight (48) hours prior to debris removal.

B. Local utility providers (i.e., water, sewer, power) will be notified prior to removal of any damaged structure to ensure the utilities are secure and off.

C. Conduct an underground utility survey by a private contractor on private property if necessary.

6.1.2 A&M Contractor

A. The property owner will be notified twenty-four (24) to forty-eight (48) hours prior to any debris and/or hazard tree removal.

B. CARB Asbestos NESHAP Program, or local air district with delegated authority, will be notified of any demolition of a partially destroyed structure within one working day (as directed by User Agency). Notification form will be provided by the state or its A&M Contractor as directed.

6.2 Household Hazardous Waste Identification and Removal

Based on past experiences, additional household hazardous waste (HHW) may remain under the debris after DTSC/USEPA completes its Phase 1 hazard waste survey and removal. For smaller debris cleanup operations, the Local environmental health department, or their contractor, may complete this Phase 1 cleanup. Sometimes during Phase 1 HHW removal crew cannot remove all of the HHW since it may be partially buried. If the HHW removal crew discovers a questionable item, that crew will mark the item(s) as hazardous with bright orange spray paint to be checked by a qualified individual. If the qualified individual does not deem it a hazard (e.g., propane tank without a valve), then the item will be marked with bright green or white spray paint with the words “O.K.,” “MT,” an “X,” or two stripes indicating whether the item is to be removed as debris or recycled.

If the DDHTR Contractor identifies an item and deems it hazardous, the waste will be segregated by the removal team and either left on-site on a plastic sheet near the entrance of the property or taken to temporary on-site storage. DTSC, when contacted, will collect and transport the hazardous waste on one of their “milk runs” to an appropriate facility at no charge to the Operation.

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In an attempt to visually communicate hazards in the field, the guide shown below will be used to indicate if a hazard is or is not visually present. Each TFL will determine if any member has color perception issues.

Table 6. Hazardous Materials Marking Colors

Debris or Potential Hazard	Spray Paint Color
Household Hazardous Waste (HHW), Battery, Tank, Cylinder	Bright Orange
Possible ACM	Bright Pink
Material Safe for Normal Disposal	Bright Green or White

6.3 Asbestos-Containing Material Removal (DDHTR Contractor, Assessed and Documented by A&M Contractor)

The California Wildfire Asbestos Survey SOP will be followed during a coordinated structural debris removal conducted by the Asbestos Removal Contractor. This SOP will be followed by the Asbestos Removal Contractor throughout the project duration to ensure that all ACM, marked by the CAC and/or CSST, is properly removed from each property. At a minimum, the ACM removal Contractor will implement the following best management practices for removing ACM:

A. The A&M Contractor's CAC or (CSST will consult with a licensed ACM removal Contractor to identify the location and area of ACM to be removed (A&M Contractor).

B. The Contractor's registered ACM Removal Contractor will oversee and remove the ACM identified on-site by the A&M Contractor's CAC (ACM Removal Contractor).

C. All on-site personnel removing ACM must have received the necessary health and safety training for conducting asbestos removal activities pursuant to Occupational Health and Safety Administration (OSHA) 1910.100 and CCR Title 8, Section 5192, and will be required to wear Level C personal protective equipment (PPE) when working in the exclusion zone (ACM Removal Contractor).

D. All gross ACM that can be safely and easily removed from the site will be adequately wetted prior to being bagged to meet the NESHAP leak-tight requirement for removal. At a minimum, the plastic bags must be of at least 6-mil thickness, and the contents must remain wet (ACM Removal Contractor).

E. If bulk loading of ACM is utilized, the bin or container used for transport (e.g., end-dump trailer or roll-off box) will be tarped before transport. In addition, each load will be double-lined with ten (10) mil ply in such a way that once loaded both layers can be sealed up independently as required by the landfill (ACM Removal Contractor).

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F. All ACM must be sufficiently wetted forty-eight (48) to seventy-two (72) hours in advance of initiating the removal of the material. The water shall be applied in a manner so as not to generate significant runoff (ACM Removal Contractor).

G. ACM removed from the property must be manifested and transported for disposal by the asbestos removal contractor. An EPA Generator ID number will be assigned to this incident by the User Agency's OSC or the PSC (ACM Removal Contractor).

H. Prepare manifests and obtain User Agency's OSC or designee signature on the manifest when the ACM is ready to be transported to landfill permitted to accept ACM (A&M Contractor).

6.4 Appliance (White Goods) and Vehicle Recycling (DDHTR Contractor, Documented by A&M Contractor)

The DDHTR Contractor shall provide one or more locations at which State or local government can safely perform the vehicle (incl. automobiles, trucks, equipment, boats, trailers, recreational vehicles, motorcycles, all-terrain vehicles, etc.) VIN verifications and abatements. The State or local government will inspect each vehicle and fill out the appropriate paperwork prior to vehicles being disposed of by the DDHTR Contractor. These registration abatements will likely be conducted by the local law enforcement, the City/County, the California Highway Patrol, or another means, as determined by the User Agency's OSC and the IMT.

Materials that must be removed from appliances and vehicles (that are not completely burned) prior to crushing, baling, or shredding for recycling include, but are not limited to:

A. Used oils as defined in Article 13 of Chapter 6.5 of the Health and Safety Code (includes engine oil, lubricating fluids, compressor oils, and transmission oils)

B. Fuel

C. Chlorofluorocarbons, hydrofluorocarbons, and hydrochlorofluorocarbons used as refrigerants

D. Polychlorinated biphenyls known to be contained within motor capacitors and fluorescent light ballasts

E. Sodium azide canisters in unspent automobile airbags

F. Antifreeze in coolant systems

G. Mercury found in thermometers, thermostats, barometers, electrical switches, and batteries

H. Putrescent materials (i.e., decomposing food wastes, etc.)

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Records detailing removal and disposal operations involving all such materials will be recorded and manifested by the DTSC/USEPA or other agency responsible and/or permitted to manage their removal.

Appliances and vehicles that were completely consumed by the fire will likely not contain any of the above items. Appliances will be treated as metal debris and removed accordingly. Vehicles will be removed from the site and checked/processed for fluids before shipment to the recycling facility unless otherwise directed by the User Agency's OSC.

6.5 Storm Water Protection (DDHTR Contractor, Documented by A&M Contractor)

Best management practices (BMPs) will be employed to reduce or prevent pollutants in storm water discharges and authorized non-storm water discharges. Potential sources of sediment from cleanup activities include vehicle and equipment tracking, exposed soil and slopes, export operations, disposal operations, and ash-filled topsoil stripping and stockpiling. Authorized non-storm water discharges anticipated for the Operation include water used to control dust, potable water, and uncontaminated excavation dewatering.

BMPs guidelines include, but are not limited to, the following:

A. Water to Control Dust: Dust control is of the utmost importance on this Operation. Adequate dust control is required on all parcels within the Operation scope until all burn ash and debris, concrete, and soil materials are removed. This includes parcels where the DDHTR Contractor is actively working and parcels awaiting remediation and gravel and dirt roads used to transport DDHTR Contractor debris truck traffic. The DDHTR Contractor is required to provide one (1) water buffalo (or equal) for every debris removal crew assigned to an operation.

   Dust control will be implemented when there is visible dust generated from the site using fire-grade nozzles, small diameter (3/4" to 1") fire or garden hose, or with a water truck depending on the area being serviced. Water to be used for dust suppression may only be from sources approved by the IMT. While the goal is to apply water spray for dust control to avoid surface runoff, dust control shall take precedence. In the event there is significant surface runoff, the DDHTR Contractor will control runoff with erosions control BMPs.

B. Good Site Management Housekeeping: Good site management measures include covering or berming loosely consolidated materials that are not actively being removed; storing any chemicals in watertight containers; controlling of off-site tracking of loose soils; preventing the disposal of rinse or wash waters into the storm drain system; ensuring containment of sanitation facilities; cleaning or replacing sanitation facilities by inspecting them regularly for leaks; and inspecting and keeping equipment in good working order to prevent leaks.

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C. Vehicle Washing or Decontamination: Wash vehicles in a manner as to prevent unauthorized non-storm water discharges from reaching storm drain systems.

D. Street Cleaning: Clean streets to collect tracked out sediment and operate street sweeping vehicles to prevent unauthorized non-storm water discharges from reaching storm drain systems. The DDHTR Contractor is to provide street sweeping on roadways throughout the Operation on which debris and other disposal materials are hauled and tracked off parcels within the operational area. The street sweepers are to be PM10 efficient street sweepers that are certified by the South Coast Air Quality Management District (SCAQMD) as meeting the testing and performance standards set forth in SCAQMD Rule 1186. The DDHTR Contractor is to provide the number of street sweepers as indicated in the User Agency Agreement.

E. Sediment Controls: Sediment controls are designed to intercept and settle out soil particles that have been detached and transported by the force of water. Best management practices include the use of silt fencing, fiber rolls, and street sweeping to prevent sediment migration. All materials shall be certified weed free in an effort to control the spread of noxious weeds. Sufficient quantities of temporary sediment control materials will be maintained on-site throughout the duration of the Operation to allow implementation of temporary sediment controls in the event of significant rain.

F. Run-on and Run-off Controls: Run-on and run-off will be managed within the immediate vicinity of each property's debris footprint area and areas used for equipment and truck access.

G. Public Rights of Way: The DDHTR Contractor will be responsible for all storm water protection on public rights of way on which the DDHTR Contractor assigned debris removal properties.

6.6 Trackout Management (DDHTR Contractor, Documented by A&M Contractor)

The DDHTR Contractor will implement procedures to prevent or cleanup carryout and trackout of mud and soils as specified below. The use of blower devices or dry rotary brushes or brooms for removal of carryout and trackout materials from the heavy equipment on public roads is expressly prohibited. The removal of carryout and trackout from paved public roads does not exempt an owner/operator from obtaining state or local agency permits, which may be required for the cleanup of mud and dirt on paved public roads.

The DDHTR Contractor shall prevent carryout and trackout, or immediately remove carryout and trackout when it extends fifty (50) feet or more from the nearest unpaved surface exit point of a site and, at the minimum, remove all other visible carryout and trackout at the end of each workday.

Cleanup of carryout and trackout shall be accomplished by:

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A. Manually sweeping and picking up; or

B. Operating a rotary brush or broom accompanied or preceded by sufficient wetting; or

C. Operating a PM10-efficient street sweeper.

Waste from a street sweeper during this operation shall be disposed of as contaminated soils and transported directly to the landfill or covered in a waste hauler.

6.7 Traffic Control (DDHTR Contractor, A&M Contractor – Monitors and Documents)

Traffic control is required for these Operations, and traffic control crews are required to provide traffic control throughout the Operation as required for safety and as approved by the IMT. The traffic control crews shall be trained in the principles of the California Department of Transportation (Caltrans) Revision 6 (Rev 6) of the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) (https://dot.ca.gov/-/media/dot-media/programs/safety-programs/documents/ca-mutcd/rev6/camutcd2014-rev6.pdf), prior to commencing their work. The number of traffic control crews expected to be provided by the DDHTR Contractor is indicated by the User Agency.

Traffic controls and warnings standard to the construction industry and as required by the State of California motor vehicle code will be implemented on an as-needed basis. Vehicles utilized for debris removal will be of legal weight according to the CalTrans State Standard Specifications (2020 Edition) (https://dot.ca.gov/-/media/dot-media/programs/construction/documents/policies-procedures-publications/construction-manual/cmsearchabledoc.pdf), Chapter 3, Section 702 “Public Convenience,” Chapter 3, Section 703 “Public Safety,” and Chapter 4, Section 12 ”Construction Area Traffic Control Devices.”

Traffic signs will be placed at both entrances to the community as needed. Traffic control will be updated as needed to adjust for changing conditions on-site and in the community. Updated traffic plans will be prepared by the DDHTR Contractor and reviewed by the appropriate County representatives and User Agency’s OSC, and communicated to all Operation personnel at each Safety Meeting.

All construction equipment working within the residential zones shall maintain a speed of fifteen (15) mph or less.

The User Agency or designee, together with the User Agency’s Safety Officer, will establish additional traffic controls as needed for safety reasons as well as to control site vehicle traffic during specific site activities such as equipment movement, press events, or visits by dignitaries.

To help the User Agency or designee and DDHTR Contractor ensure commercial trucking resulting from this operation are conducted safely and not unreasonably

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disruptive to normal highway operations and impacted communities, the California Department of Transportation has prepared Traffic Management Analyses for certain portions of the operating area. The User Agency will direct the DDHTR Contractor on how and when to implement recommendations from these analyses.

6.8 Crew Signs (DDHTR Contractor)

To allow emergency responders and/or the IMT to quickly ascertain the location of the workforce in the disaster zone where address signs and house numbers have been destroyed, the IMT will require all ROEs sites to have address signs. Additionally, each crew will also display a portable two-sided A-frame sign with the assigned crew number to allow for emergency responders and trucking resources to easily locate each crew, and so the IMT can visually track the crews from the road. If the site is located off a designed private or public road where the crew is not visible, the sign shall be placed at the entrance of the driveway. The address sign will be placed at the beginning of the driveway. If the driveway is shared by multiple crews, then all the crews' signs will be placed on one side of the common driveway out of the truck path.

The crew sign will be constructed of rust-free, heavy gauge, durable aluminum with reflective sheeting with black outline, lettering, and numbering. The sign will have rounded edges with two mounting holes and measure twenty-four (24) inches in length and thirty (30) inches in height. In general, the lettering and numbering will follow a typical CalTrans specification for Speed Limit signs. The sign will be posted each day on an all-weather portable, two-sided A-frame sign holder.

6.9 Pavement and Drainage Protections (DDHTR Contractor, A&M Contractor – Monitors and Documents)

The DDHTR Contractor, at all times, will protect the edge of pavement and drainage features to the extent feasibly possible. The DDHTR Contractor will also protect other crossing such as cattle guards and bridges.

6.10 Community Health and Safety (User Agency, DDHTR Contractor, A&M Contractor)

A Community Health and Safety Plan will be prepared by the User Agency Health and Safety Professional. All site activities will be conducted consistent with this community plan and with consideration to the surrounding community and all citizens affected by the Incident. A copy of the Community Health and Safety Plan will be provided to the DDHTR Contractor and A&M Contractor.

6.11 Health and Safety (User Agency, DDHTR Contractor, A&M Contractor)

The debris removal operations, including A&M Contractors and contractors, will, at all times, operate equipment and perform labor in a safe manner to ensure the safety of its employees and the public. The team will pay particular attention to operations around local roads and take the necessary precautions. Prior to the start of debris removal, the

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contractors should note the number of power lines crossing the site, dead and dying trees, chimneys, mines, hand-dug wells, and all underground utilities.

Appropriate eating areas will be designated, hand and eye washing, and mobile sanitary facilities will be provided for each Operation site.

The contractors shall also be aware of, include in the Contractor's Health and Safety Plan, and provide instruction and necessary PPE for other local or regional health issues health issues such as pandemics.

Personnel assigned to each Operational site shall have the necessary equipment to conduct their work safely as outlined by these Special Provisions and the IMT and in the respective Contractors' Health and Safety Plan. This equipment can include but is not limited to four-wheel-drive vehicles, two-way radios, cell phones, and tablets.

6.12 Rope Access Work (DDHTR Contractor and/or A&M Contractor).

Steep slopes may require the use of ropes and repel gear to assess and remove debris. If ropes are necessary for access, the DDHTR Contractor will submit a Rope Access Plan per CCR, Title 8, Section 3270.1, Use of Rope Access Equipment. The DDHTR Contractor or A&M Contractor shall establish, implement, and maintain a written Code of Safe Practices for rope access work. The written plan shall include, but not be limited to the following elements:

A. Methods of rope access and anchorage used by the employer

B. Employee selection criteria

C. Equipment selection and inspection criteria

D. Roles and responsibilities of rope access team members

E. Communication systems

F. Employee training program

G. Rescue and emergency protocol

H. Identification of any unique site hazards that may affect the safety of employees using rope access methods

I. Prevention of rolling debris

J. Structure and infrastructure protection

This work plan, equipment, training, supplies, protection devices, any other material deemed necessary by the User Agency and the User Agency's Health and Safety

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Professional to implement this plan will be covered under a change order provided that the services are in Exhibit A – Scope of Work of the MSA.

6.13 Site Personnel and Community Air Monitoring (DDHTR Contractor – Personnel Air Monitoring, A&M Contractor – Community and Personnel Air Monitoring)

Personnel air monitoring for DDHTR Contractor debris removal crews will include monitoring for asbestos, silica, and heavy metals (at minimum arsenic, cadmium, chromium, (chromium +6 and mercury will be limited to the first ten (10) days of the initial personnel breathing zone samples or as directed by the User Agency's OSC based on site history and geological observations), copper, lead, manganese, nickel, silver, and zinc) per OSHA requirements for hazardous waste operations. Samples are not required during soil re-scrapes or any other work after debris materials have been removed. At a minimum, the DDHTR Contractor shall monitor one crew out of every five crews, or one crew if under five crews, two crews if under ten (10), three (3) crews of under fifteen (15), etc. Crews shall be monitored on a rotational basis during the workweek. The personnel air monitoring results shall be submitted to the incident management team no later than seven (7) days of the sample event. A&M Contractor shall conduct personnel air monitoring per A&M Contractor's Health & Safety Plan.

The A&M Contractor will develop a User Agency's OSC approved Community Air Monitoring Plan and implement the plan. Work sites will also be monitored on a User Agency's OSC or designee, the pre-approved basis for asbestos, heavy metals, and dust for the duration of the Operation or until such time the User Agency's OSC or designee determines that air monitoring may cease. The locations of the air sampling stations will be approved by the User Agency's OSC.

6.14 Debris and Ash Removal (DDHTR Contractor, A&M Contractor – Monitors and Documents)

A. The DDHTR Contractor shall conduct Debris removal, on each property, in the following order:

   1) **As directed by the User Agency's PSC, the DDHTR Contractor will knock chimneys down to the ground level for Health and Safety reasons.** This will assist the A&M Contractor's asbestos assessment CAC to safely assess chimneys and other portions of the debris for ACM. All chimneys taken down will be done with proper dust control.

   2) Likewise, as directed by the PSC, the DDHTR Contractor will knock down hazard vertical walls that pose an imminent threat to the asbestos or debris removal crews.

   3) If ACM is found by the CAC, the DDHTR Contractor's licensed ACM abatement contractor will remove Asbestos removal prior to debris removal operations being scheduled by the PSC.

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4) Once the DDHTR Contractor Crew has been directed in the IAP and is slated on the crew's property runway, the DDHTR Contractor will mobilize to the property to commence operations.

5) Once there or prior to mobilization, the DDHTR Contractor's Excavator Operator and Superintendent will walk completely around the property (360-degree Site Walk) with the Division Supervisor and the TFL to acknowledge what is on the property to be removed, confirming what the homeowner has asked to be saved, the locations of utilities, septic tanks, and leach fields (to be protected by the DDHTR Contractor), power poles, above-ground fuel, and propane tanks, dead and dying trees, the location where the operator plans on staging and loading-trucks, planned truck ingress and egress for the property, and other operational concerns can be addressed prior to commencing with any work.

6) Segregate and remove and load out all metals onto metals trucks.

7) Remove ash and commingled debris and load out onto debris trucks.

8) Remove previously placed stormwater BMPs, placed by others, and the structural debris sediment trapped by them, assuming they are in proximity to burned structural debris.

9) Remove fire-damaged concrete foundations, walkways, etc., within the former footprint from the site and load out onto concrete trucks. Refer also to Attachment B, "Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires."

10) Remove six (6) inches of residual ash impacted soil from the debris site for disposal, as necessary to remove fire-caused contamination, unless User Agency prescribes a specific depth within that range.

11) The DDHTR Contractor, when collecting and loading various types of materials from each property, shall not mix unlike materials together in a truck load and shall comply with the following:

    a) A Mixed Load is any load of fire debris that has an unreasonable amount of other types of debris mixed with the truck load content as it is ticketed.

    b) An unreasonable amount is defined by the type of equipment being used and the ability of that equipment to differentiate the materials.

    c) A load that is ticketed as "Concrete" should not have an unreasonable amount of metal, ash, debris, or contaminated soil mixed with the concrete.

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d) A load that is ticketed as “Contaminated Soil” should not have an unreasonable amount of metal debris, concrete in chunks greater than twelve (12) inch diameter, or an unreasonable amount of ash and debris.

e) A load that is ticketed as “Metal” should have little or no contaminated soil, concrete, ash, and other fire debris.

f) A load ticketed as “Ash and debris” should not have an unreasonable amount of metal, contaminated soil, or incidental pieces of concrete greater than twelve (12) inches in diameter.

g) The determination of the load classification on-site will be made by the State's monitoring A&M Contractor’ TFL, as directed by the User Agency’s OSC or the OSC’s designee. Any disagreement will be adjudicated by the OSC or the OSC’s designee.

h) Cap all sewer lines opened/damaged due to debris removal (DDHTR Contractor).

i) Cover all exposed septic tanks with plywood, and if applicable, for health and safety purposes, fence off with a temporary safety fence described in Section 7.2 (DDHTR Contractor).

B. Additionally,

1) All materials removal equipment (i.e., track-mounted excavators or equal) should have glass enclosures and weigh less than sixty thousand (60,000) pounds. The goal is to use equipment that minimizes the impact on the local roadway while completing the removal. For example, excavators should be smaller than or equal to a three-hundred, twenty-five (325) Caterpillar or equivalent and front-end loaders should be small than or equal to a nine-hundred, fifty (950) Caterpillar or equivalent. However, certain operations may require large equipment.

2) A water fog will be used during debris handling and waste loading operations utilizing an excavator-mounted fogger (built-in for knocking down dust while excavating) or a fire-grade firefighting nozzle with shut-off valves for dust control. The fire nozzle shall have sufficient water pressure to generate a high mist fog stream. The fire nozzle should have an adjustable flow rate, preferably twenty (20) to sixty (60) gallons per minute.

3) All burn ash and debris must be sufficiently wetted forty-eight (48) to seventy-two (72) hours in advance of initiating the removal of the material. The water shall be applied in a manner so as not to generate significant runoff.

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4) All Ash and debris and contaminated soil loads must be well wetted and placed in six (6) to ten (10) mil polyethylene plastic lined trucks and “burrito wrapped” to minimize any discharges on the roadways to the disposal site.

5) All loads shall additionally be covered with a nonpermeable tarp not less than fourteen (14) mil in thickness; this includes ash and debris, metal debris, contaminated soil, and concrete. Ash and debris loads will be placed in a plastic liner before covering with a tarp. Tarps shall be secured with no less than six (6) anchors around the perimeter of the truck. Tarps shall be free of tears, holes, or rips greater than six (6) inches and shall cover the entire load. No auto tarps will be allowed for this purpose.

6) All waste material that is not loaded out at the end of each workday should be consolidated, sufficiently wetted, and/or covered to prevent the offsite migration of contaminants. No trucks can be pre-loaded with ash and debris.

6.15 Hazardous Waste Concrete Removal (Retaining Walls, Foundations and Slabs) (DDHTR Contractor, A&M Contractor – Monitors and Documents)

User Agency considers all structural foundations for residential structures to be destroyed by the heat from an unsuppressed structure fire. These slabs and foundations are no longer structurally sound and are consequently considered debris. Additionally, with the known amounts of carcinogens, heavy metals, and asbestos, structural slabs, foundations, and retaining walls shorter than four (4) feet tall (subjected to the wildfire and covered in structural debris) will need to be removed to assess the former building sites for residual ash contamination.

While some concrete structures such as retaining walls greater than four feet and piers, pilings, caissons, and horizontal structural will be left in place for slope stability, the IMT cannot guarantee these structures will be undamaged or are structurally sound. Such dual-function foundation and retaining walls will be removed or as determined by the IMT Operations Lead (Operations Chief or Debris Group Supervisor, as applicable) at no additional cost to the State. The property owner should consult a licensed civil or structural engineer to determine the proper course of action to rebuild any concrete structure left by the IMT. For a more detailed description of concrete foundation and retaining wall requirements, refer to Attachment B, “Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires.”

6.16 Hazardous Waste Operations Crews BMPs (DDHTR Contractor, A&M Contractor – Monitors and Documents)

These Crew BMPs should be undertaken to address the removal of hazardous materials, HHW, debris, asbestos-containing materials (ACM), and air monitoring and sampling from the disaster or incident site. The use of BMPs will also ensure the proper management and removal of hazardous materials, debris, burn ash, and other asbestos-containing materials in a manner that ensures protection of public health and the environment, as well as ensuring health and safety of on-site personnel.

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At a minimum, site personnel shall follow the following BMPs for undertaking debris removal activities:

A. All on-site personnel working in the exclusion zone (EZ) shall receive the necessary health and safety training and medical surveillance pursuant to OSHA 1910.100 and CCR Title 8, Section 5192. An exclusion zone contains areas where contamination is either known or likely to be present or, because of work activity, has the potential to cause harm to personnel. The exclusion zone is identified as the debris/ash footprint of each property.

B. All on-site personnel working in the EZ shall be required to wear Level C PPE when working in the EZ.

C. The contamination reduction zone (CRZ) is an area of the property not visibly contaminated with ash and debris. The contamination reduction zone will be used for removing PPE.

D. A support zone (SZ) may consist of any uncontaminated and nonhazardous part of the property. Donning of clean PPE is completed in the support zone.

E. The A&M Contractor will conduct on-site and off-site air monitoring and sampling for asbestos and heavy metals during all ACM and debris removal operations to demonstrate the effectiveness of engineering controls to protect cleanup personnel and the surrounding community.

F. All non-hazardous waste haulers shall stay in their vehicles during loading unless their trucks are being loaded with metals. When trucks are being loaded with metals, waste haulers shall stand away from their trucks outside of the “warm zone” loading area, and they must wear N95 masks and Tyvek coveralls. This also applies when haulers are covering (e.g., tarping) the trailer or container.

G. All landfill operators that may come in contact with the waste during off-loading operations should follow their facility's protocols for wearing PPE and respiratory protection.

6.17 Overview of Waste Types and Destination Facilities (DDHTR Contractor)

Structural debris removed during this operation shall be classified as one type listed below:

A. Metals

B. Ash and debris

C. Previously placed stormwater BMPs and upstream trapped debris and sediment

D. Concrete

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E. Contaminated soil

F. Rescrape soil

G. Vegetative materials (shrubs and trees, etc. removed by debris removal crews)

H. Tree logs

I. Chipped/processed wood materials

The DDHTR Contractor is responsible for removing all qualifying debris, as determined by the TFL and the IMT, and transporting it to an IMT-approved end use facility that will accept it. At the time of loading, the onsite TFL will notate what debris stream is included in each truck load on the truck's load ticket. All loads will be subsequently weighed at the end use facility, and the weight information will be recorded with the load ticket.

All loads must be tracked per parcel, such that the total tonnage of debris removed from each parcel can be clearly accounted for. In certain circumstances, the User Agency's OSC may approve loads to contain debris of the same material type to be loaded from more than one property. For example, metals from multiple parcels could be loaded into the same truck if approved by the User Agency's OSC. The User Agency's OSC, in conjunction with the IMT, will consider whether such approval would provide significant efficiency and may provide such approval on a by-crew basis.

Quantities of metal and concrete that are recycled must be specifically tracked and reported to User Agency. The A&M Contractor shall institute additional controls, as directed by the IMT, to ensure that all qualifying debris is removed and transported to an appropriate end use facility.

The typical facilities that will be provided are listed below:

A. Landfills

To be determined by DDHTR Contractor and approved by the IMT.

B. Concrete Recycler

To be determined by DDHTR Contractor and approved by the IMT.

C. Metal Recycler

To be determined by DDHTR Contractor and approved by the IMT.

Table 6 provides waste types and destination information for a typical Incident.

Table 6: Waste Destination Summary

Material	Disposal Contact or Facility

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Ash and Debris	Approved Landfill
ACM	Name of Permitted Asbestos Receiving facility. Friable asbestos will be disposed of at an appropriate facility by the asbestos removal DDHTR Contractor under EPA Generator ID *[CASXXXXXXXXX*]. (Provided by User Agency)
Metal Debris	Metal may be recycled at a location to be determined by the Contactor and approved by the IMT.
Metal Discards (Appliances)	Freon Extraction is REQUIRED for refrigerators not impacted by the fire. DTSC has removed the refrigerant. The remaining metal will be recycled at [DDHTR Contractor to determine, with IMT approval.
Vehicles and Trailers	Vehicles and/or hauling trailers that did not sustain damage or vehicles and/or trailers that sustained minor damage will be left on the property. These vehicles and/or trailers may be moved by the debris removal team to ensure worker safety and, as needed to complete the debris removal. Other damaged vehicles and/or trailers will be removed by the DDHTR Contractor through a covered vehicle transporter or low bed or other User Agency's OSC-approved method.
Concrete	Concrete may be recycled at a location to be determined by the Contactor and approved by the IMT.
Tires	Tires will be shredded and disposed of at a facility to be determined by DDHTR Contractor and approved by the IMT.
Household Hazardous Waste (HHW)	DTSC/USEPA will collect and transport HHW.
Human Remains	User Agency will coordinate with the County Coroner, or other appropriate entity, on the discovery of human remains. If human remains are located, the work will stop, and the User Agency's OSC or designee will contact the County. Due care of the remains will be taken. EHP personnel will also be contacted upon finding such remains.
Dead Animals	If dead animals are discovered, the User Agency's OSC or designee will contact County Health and the Homeowner. These remains will be disposed of in accordance with the County health department requirements unless directed by the property owner. EHP personnel and A&M biologist will also be contacted upon finding non-domesticated animals.
UXO (Unexploded Ordinance)	If UXO is discovered, the User Agency's OSC or designee will notify the local Sheriff Department to arrange for proper disposal.
Radioactive Debris	If radioactive debris is encountered, the material will be removed and properly disposed of by DTSC.

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6.18 Commercial Department of Transportation (DOT) Inspections (A&M Contractor/DDHTR Contractor)

The A&M Contractor will hire an independent third-party DOT commercial truck inspector team. The inspector teams shall perform a level one inspection for all commercial trucks assigned to the incident. Inspections will include all haul trucks, water tenders, tow trucks, street sweepers, low-beds, and other commercially licensed vehicles used on the Operation. Water trucks used specifically on-site lots are not subject to inspection provided they are not carrying water loads on a public road. These water trucks are considered construction vehicles. Each commercial truck will display a disaster operation sticker, DOT inspection sticker, and/or other relevant operational placards for identification, verification, and tracking. These identification methods are to be provided by the DDHTR Contractor. After each thirty (30) day period, ten (10) percent of the commercial trucks will be re-inspected per Level 1 requirements.

The DDHTR Contractor will be responsible for providing a location(s) where the DOT inspections shall be conducted and coordinate closely with the A&M Contractor in order to conduct these inspections prior to deployment of each applicable vehicle to the operation.

6.19 Significant Archaeological and Tribal Resources and Human Remains Protocols (Awareness by all)

Based on past debris removals, culturally significant artifacts and/or remains are highly likely to be found. User Agency will work with the local culturally affiliated Native American tribe(s) within designated geographical areas of interest to ensure that artifacts are properly cared for per the tribe's policies and procedures.

In the event that Native American human remains are found during these activities, debris removal crews will immediately cease work on the site and contact the lead A&M Contractor Archaeologist, the User Agency's OSC, the IMT, and any applicable Tribal Monitor to come to view the find. The Archaeological and Tribal Monitors are empowered to recommend stoppage or relocate excavation activities for short periods of time to conduct further controlled excavation of inadvertently discovered cultural items for evaluation by an archaeologist. The User Agency CM should also be notified and kept apprised when such discoveries occur.

If Native American human remains are found, coordination of the treatment of Native American remains, funerary objects, and any cultural, archaeological, and ceremonial items will be conducted by the local tribe.

If necessary, a qualified archaeologist may be required to be present during grading activities to identify and/or ascertain the significance of any subsurface cultural resources or to aid in the avoidance of sensitive areas. It is agreed that the local tribe may select the archaeologist to ensure the archaeologist is familiar with the Tribes' indigenous lands. Tribal monitors must also comply with HAZWOPER requirements while on-site during debris removal operations.

At the direction of the User Agency, the A&M Contractor's Archaeologist, in cooperation with interested tribal nations, shall provide tribal artifact sensitivity training either in-person or via on-demand video. A&M Contractor shall document and track all DDHTR field staff completion of said training. A&M Contractor shall provide documentation of and markers (such as hard hat stickers) to all DDHTR contractor staff who have completed this sensitivity training. The User Agency may prescribe specifications for the markers, such as by providing a design for hard hat stickers. The trained DDHTR Contractor staff shall display markers while working.

DDHTR Contractor shall report all new staff to the IMT and the A&M Contractor to assist in providing sensitivity training to untrained staff.

6.20 Driveways (DDHTR Contractor, A&M Contractor – monitors and documents)

Undamaged driveways shall be preserved to the extent practicable. The goal is to provide a stabilized construction entrance for reconstruction. If the driveway is damaged or contaminated by burned vehicles or by debris removal equipment or haul trucks to the extent that the driveway is unsafe, the driveway will be removed to the extent necessary. Remove the driveway to the nearest concrete joint or five feet if asphalt is outside the contamination or damage. All driveway cuts will be made using a concrete saw. Use appropriate PPE.

6.21 Pools (DDHTR Contractor, A&M Contractor – monitors and documents)

In general, pools are not eligible for removal and will not be drained by the DDHTR Contractor. The owner should contact the local government for assistance or evaluation of pools due to possible vector and health issues. Surface debris may be removed from the pool depending on on-site circumstances.

The DDHTR Contractor will place safety fencing (as per CalTrans 2018 Standard Specifications 16-2.03) completely around the pool where feasible. Should the pool be structurally built into the foundation/slab, the IMT will discuss removal options with the property owner and DDHTR Contractor to determine the course of action.

Burned/melted above-ground pools and Jacuzzi's may be removed if they are so damaged that they are unusable, and the property owner wants them removed. Pool water may be used as dust control, if feasible.

6.22 Survey Monuments and Markers

Some survey monuments may be at risk during the ash and debris and hazard tree removal operations. To the extent feasible, all DDHTR Contractors shall protect survey monuments and markers. The DDHTR Contractor shall mark with a standard lath any exposed monuments or mark with ribbon flagging. DDHTR Contractors should generally not work, park vehicles, or move equipment near the corners of the lot near such survey monuments.

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6.23 Identification and Removal of Danger Trees

Certain fire-damaged trees are so dangerous that they prevent the safe operation of the debris removal crew or other personnel. These trees should be removed prior to commencing debris removal operations. Note that these trees are different from eligible hazard trees, which must meet the criteria outlined in the "Hazard Tree Assessment" section and which are compensated separately. In the event a dangerous tree is both an eligible hazard tree and is prohibiting safe debris operations, the DDHTR Contractor should coordinate with the A&M Contractor to confirm an arborist has reviewed the tree, and all relevant documentation has been recorded prior to the tree's removal.

Trees should be felled in areas away from structural ash and debris, utilities, fences, or septic tanks. Should it be necessary to fall a tree in the ash, the tree shall be handled as impacted ash and debris. In some cases, it may be decontaminated, as approved by the User Agency's OSC or designee. All wastes generated from the removal of trees will be hauled to an appropriate waste or recycling facility.

6.24 Damage Claims from Public and Private Properties (DDHTR Contractor, A&M Contractor – Monitors and Documents)

Damage claims that arise from Debris Removal or Hazard Tree Removal operations will be documented by the A&M Contractor(s). After a review of the details, from the documentation of the damage, the IMT will make a decision regarding the validity of the damage claim and who, if anyone, will be responsible for repairing the reported damage. The DDHTR Contractor may be liable to repair such damages as directed by the IMT.

Rural roads will be repaired, restored, and prepared for the winter period utilizing Best Management Practices specified by the Forest Practice Rules, as an example, the Handbook for Forest, Ranch, and Rural Roads provides specifics for preparing rural roads, Chapter 7 Section H. Winterizing Roads, (https://www.pacificwatershed.com/sites/default/files/RoadsEnglishBOOKapril2015b.pdf).

"Before winter or the wet season, all permanent, seasonal, and temporary roads should be inspected and prepared for the coming rains. Winterizing consists of maintenance and erosion control work needed to drain the road surface, to ensure free-flowing ditches and drains, and to open all culverts to their maximum capacity. On unsurfaced roads, water bars may be required at spacings dictated by the road gradient and the erodibility of the soil, as well as the proximity of the drainage structure to a stream (Table 3). Trash barriers, culvert inlet basins, and pipe inlets should all be cleaned of floatable debris and sediment accumulations. Ditches that are partially or entirely plugged with soil and debris should be cleaned, and heavy concentrations of vegetation which impede ditch flow should be trimmed. This is also the best time to excavate all unstable or potentially unstable road fills and side cast which could fail and be delivered to a watercourse during the coming wet season. All bare soil areas which were disturbed by maintenance work or other activities should be seeded and mulched with straw. Once seasonal and temporary roads have been winterized, they should be gated and closed to "non-essential" traffic."

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6.25 Dangerous Conditions

Wildfire disasters can uncover and cause a number of dangerous conditions that would otherwise go undetected. Besides the dangerous conditions from burned trees, past User Agency disaster Operations have also discovered hand-dug wells and cisterns, unsecured mine shafts and tunnels, and unsafe bridges. These items may need to be addressed by the DDHTR Contractor either using contract bid items, if applicable, or by working through a contract change order process to assess the costs and include them in the DDHTR Contractor's scope of work. Other unexpected dangers experienced include disgruntled and/or distraught property owners or neighbors. Care and respect shall be taken when approaching any local residents. If the A&M Contractor or DDHTR Contractor finds themselves facing an angry or distraught person, they should not engage, go to a safe location, and contact both health and safety officer and the User Agency's OSC asap to describe the circumstances and to await further instructions.

6.26 Temporary Bridges

Access to some properties may require placement/construction of temporary bridges (due to damaged, undersized, or non-existent bridges) across active or intermittent streams, ravines, or other waterways. The DDHTR Contractor shall be prepared and required to place/construct such temporary bridges up to fifty (50) foot spans, between the ordinary high-water marks, as part of these operations. Bridges necessary to span greater distances may be compensated separately. If necessary, as a crossing may fall within the ordinary high water mark, the contractor will work with the archaeologists, biologists, and stormwater staff to draft a Clean Water Act Section 404, 401, and Fish and Game Code section 1600 permit. The DDHTR Contractor will be responsible for submitting such necessary permits.

The DDHTR Contractor shall provide temporary bridges concurrent with IMT direction to maintain the pace of disaster recovery operations. At no point shall debris or hazard tree removal operations be delayed due to the DDHTR Contractor deploying a limited number of temporary bridges, contrary to the IMT's direction. DDHTR contractor shall be responsible for deploying temporary bridges within thirty (30) days of notice from the IMT. The DDHTR shall be responsible for providing a sufficient number of temporary bridges concurrently to ensure no delay to recovery operations. The A&M Contractor shall assist the IMT in determining the need for any temporary bridges and the appropriate span length of the temporary bridges.

All temporary bridges shall be removed by the DDHTR contractor once all parcels requiring the bridge for access are returned to the county.

6.27 Base Rock Placement

Base rock materials, used to assist the DDHTR Contractor to access ROE properties or to access debris piles on such properties, must meet the requirements of Section 26 of the 2018 CalTrans Standard Specifications for ¾" Class 2 Aggregate Base, placed at a nominal thickness of three (3) inches with a ninety-five (95) percent relative compaction.

Recycled material that meets CalTrans specifications for Class 2 Aggregate Base is acceptable. Base rock should be deployed, when necessary, to make safe access to work sites.

7. POST DEBRIS REMOVAL OPERATIONS

7.1 Confirmation Sampling (A&M Contractor)

Confirmation sampling will be conducted after fire-related structural debris has been removed from a property. After the debris is removed, representative soil samples will be collected and analyzed to measure concentrations of constituents of concern. The number of soil samples collected per excavated area on a parcel will be determined based on the estimated square footage of the ash footprint; a minimum of one (1) composite sample will be collected from a footprint measuring approximately one hundred (100) square feet or less.

If the ash footprint is greater than five thousand (5,000) square feet, the A&M Contractor will prepare a sampling strategy such no five-point decision unit has any dimension greater than one hundred (100) feet. In general, a sampling strategy of one additional decision unit per one thousand (1,000) square feet if the ash footprint exceeds five thousand (5,000) square feet should be followed. All sampling strategies should use a five (5) point dice pattern for single, double, or irregular shape decision units. If two, five (5) point dice decision units are used, the adjacent five (5) point composite sample point shall be a minimum of twelve (12) inches away from the other decision unit. Each decision unit shall have a unique sampling location and should not be co-located. Contiguous decision units of (3) three or more should favor the use of a straight-line pattern.

Table 7 below indicates the total number of five (5) point composite samples needed to be collected based on the estimated square footage of ash footprint.

Table 7. Confirmation Sampling Matrix

Estimated Square Footage of Ash Footprint (Decision Unit)	Number of 5-Point Aliquots
0 – 100 square feet	1
101 – 1,000 square feet	2
1,001 – 1,500 square feet	3
1,501 – 2,000 square feet	4
2,001 – 5,000 square feet	5
> 5,000 square feet	Sampling strategy will be discussed between the IMT and Environmental A&M Contractor.

Figure 7.1. Typical Confirmation Sampling Strategies for Decision Units

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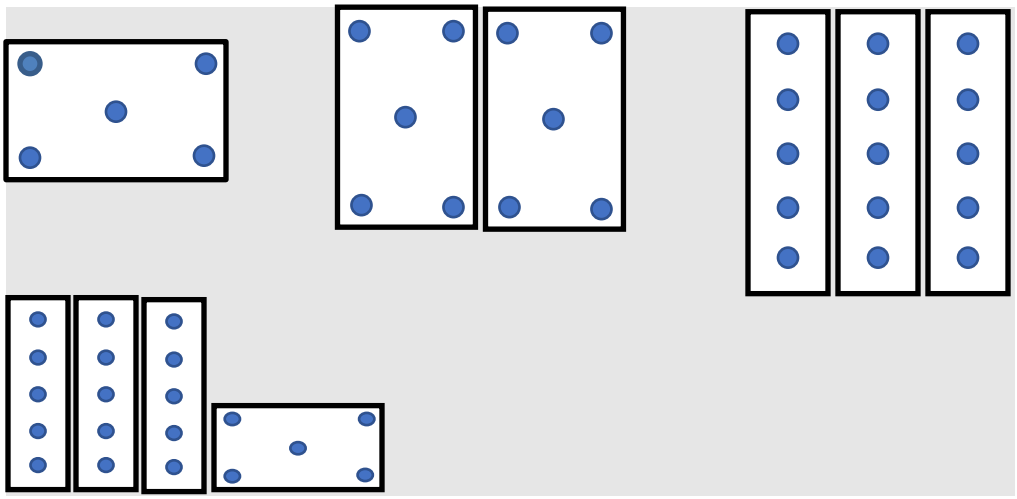

All confirmation samples will be collected from a depth of zero (0) to three (3) inches using a dedicated four (4) ounce plastic scoop and placed in eight (8) ounce jars. Samples will be shipped to an approved laboratory for analysis for Title 22 Metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) by EPA Method 6020 and/or EPA Method 7471A for Mercury. Other analytes were not selected based on previous fire incident sampling (CalEPA 2015). Each aliquot location will be recorded on the site assessment log and physically marked with irrigation flags. A geographic positioning system (GPS) may also be used if sample locations are not easily determined.

If any of the areas exceed the site-specific screening levels, the aliquot (sample) locations will be evaluated, and it will be decided by User Agency and the A&M Contractor if a localized scrape or a full scape of the portion of the remediated footprint will be needed. Upon completion of this remediation, the A&M Contractor will collect the same five-point composite sample from the area and submit them for analysis as discussed above.

Confirmation sampling results will be compared to the project-established cleanup goals to assess the effectiveness of the ash and debris removal. The A&M Contractor will evaluate the analytical results by comparing the soil sampling results to the pre-determined background concentrations and cleanup goals. If any of the confirmation sampling results exceed cleanup goals, the parcel will be further excavated (Re-scraped) at the direction of the User Agency's OSC, and the A&M Contractor will collect additional confirmation soil samples after the excavation is complete.

All soil confirmation samples will go through a Level 2 verification process.

Once the samples pass the cleanup goals or site-specific goals, the DDHTR Contractor has placed the required and approved erosion control materials, and a final site walk conducted and approved by the User Agency's OSC or designee, a sample approval form will be forwarded to the local government so the property owner can begin the

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permit process. The property owner is not allowed to impact the sampling area until erosion control and the final site walk is complete.

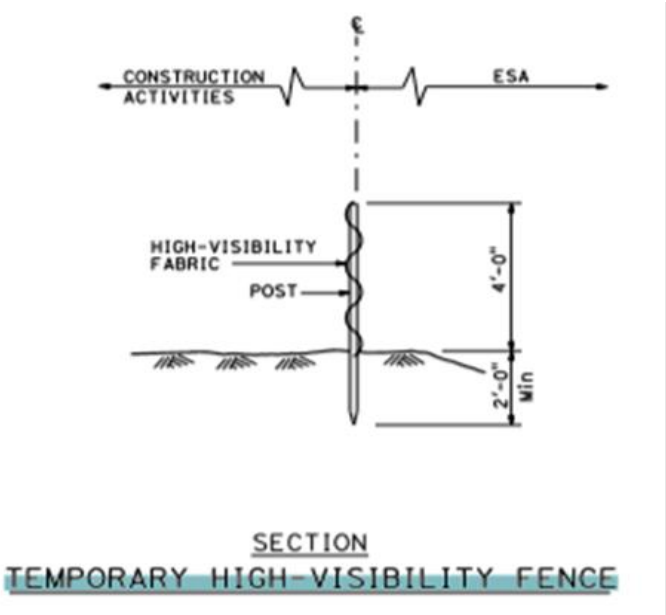
Cleanup goals will be established by User Agency with support from the A&M Contractor.

7.2 Temporary Safety Fencing Installation (CalTrans Type ESA) (DDHTR Contractor, A&M Contractor – Monitors and Documents)

Temporary Safety fences, as described in the following paragraphs, will be installed around potential safety hazards, such as swimming pools, drop-offs, ledges, cisterns, or other potential safety hazards for which such a fence would be protective, as determined by the User Agency's OSC or designee. Sites on which fencing is to be placed will have been cleared of ash and or other debris as part of the overall debris removal operation. Fencing will be installed after the DDHTR Contractor has demobilized from the area and the property has passed its soil sampling and analysis testing. The fencing is intended as a safety precaution to indicate that there are nearby fall hazards after the debris removal operation has been completed. The fence is intended to minimize access in areas directed by the User Agency's OSC. This fencing will not be removed by the DDHTR Contractor.

A temporary fence shall be furnished, installed, and maintained (while the DDHTR Contractor is deployed to the Operational area and until the properties are signed off back to the County, in conformance with the details shown on the plans below (Figure 7.2, Temporary High Visibility Fence), as specified in these special provisions and as directed by the User Agency's OSC or designee.

Figure 7.2 Temporary High Visibility Fence



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Used materials may be installed provided that the used materials conform to these special provisions. Materials for temporary safety fence (Type - Environmentally Sensitive Area - ESA) shall conform to the following:

High visibility fabric shall be machine-produced, orange-colored mesh manufactured from polypropylene or polyethylene. High visibility fabric may be made of recycled materials. Materials shall not contain biodegradable filler materials that can degrade the physical or chemical characteristics of the finished fabric. High visibility fabric shall be fully stabilized ultraviolet resistant shall be a minimum of five (5) feet in width with a maximum mesh opening of two (2) inches x two (2) inches. High visibility fabric shall be furnished in one (1) continuous width and shall not be spliced to conform to the specified width dimension.

Posts for temporary safety fence (Type ESA) shall be of one (1) of the following:

a) Wood posts shall be fir or pine, shall have a minimum cross-section of two (2) inches x two (2) inches, and a minimum length of five (5) to six (6) feet the end of the post to be embedded in the soil shall be pointed. Wood posts shall not be treated with wood preservatives.

b) Steel posts shall have a "U", "T", "L," or another cross-sectional shape that resists failure by lateral loads. Steel posts shall have a minimum mass per length of 1.1 kg/m and a minimum length of five (5) to six (6) feet. One (1) end of the steel post shall be pointed, and the other end shall have a high visibility colored top.

Fasteners for attaching high visibility fabric to the posts shall be as follows:

a) The high visibility fabric shall be attached to wooden posts with commercial quality nails or staples or as recommended by the manufacturer or supplier.

b) Tie wire or locking plastic fasteners shall be used for attaching the high visibility fabric to steel posts. The maximum spacing of tie wire or fasteners shall be two (2) feet along the length of the steel post.

The temporary fence(s) shall be installed as follows:

1) All fence construction activities shall be conducted from outside the ESA as shown in the figure above or as staked.

2) Posts shall be embedded in the soil a minimum of one (1) foot. Post spacing shall be eight (8) feet maximum from center to center and shall at all times support the fence in a vertical position.

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8. HAZARD TREE REMOVAL OPERATIONS

If User Agency elects to include hazard tree removal in the Operation, the following section applies.

8.1 Eligibility

8.1.1 Hazard Tree Categories

For the purposes of these Special Provisions, hazard trees are classified into four categories. The User Agency will determine and advise the A&M Contractor what categories of trees are eligible for assessment. For all categories of hazard trees, refer to the "Criteria" section for additional requirements regarding which trees are eligible for removal.

A. Category 1 – Public Right-of-Way Tree: A tree rooted in the publicly owned or maintained right-of-way (ROW) of the local government, as defined by local California municipal code, not to include lands owned by the Federal Government.

B. Category 2 – Danger Tree: A tree on an enrolled private property that prohibits the safe operation of debris removal personnel, as determined by the DDHTR contractor. Removal of these trees is a component of the structural debris removal function and is not eligible for separate compensation.

C. Category 3 – PPDR Tree with Public Improved Property Target: Tree on an enrolled private property that is within striking distance of public ROW or other public improved property (for example: public schools, libraries, or other public buildings).

D. Category 4 – PPDR Tree with Private Road Target: Tree on an enrolled private property that is within striking distance of a private road (see "Road Types" for an additional definition of "private road").

E. Category 5 – Public Property Target: Tree on approved public agency property threatening public improved property.

8.1.2 Road Types

The following descriptions define whether a road should be considered "public" or "private" for purposes of determining whether a tree should be classified under Category 3 or Category 4 of the above section.

8.1.3 Public Roads

A. Public roads are legally defined by recorded map and include improved and unimproved land within a public right of way

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B. Public roads within the operational area that are owned and maintained by fee title or easement by the local government jurisdiction; public roads are intended for use as multi-modal transportation corridors for the mobility of people, goods, and services. Public roads serve vehicles, pedestrians, bicycles, mass transit, service companies, such as mail and package delivery, waste-haulers, and emergency responders.

C. For the purpose of the Operation, the public road right of way is generally determined and validated by the local agency

D. The public road right of way includes the roadway and the adjacent improved or unimproved portion of the roadside.

8.1.4 Private Roads

A. Private roads include improved and unimproved land.

B. Private roads within the operational area are generally owned and maintained as an easement by one (1) or more private property owners (see Civil Code section 845(b)). Such easements by use are generally recorded and defined by a title. Private road easements may be maintained by one or more property owners or by legal entities such as a Homeowner's Association by Covenants, Conditions, and Restrictions (CCRs), a non-profit corporation, or another corporate entity.

C. The private road right of way includes the road surface, such as pavement, gravel, or other road surface materials.

8.1.5 Criteria

Potential hazard trees will be identified as eligible utilizing the following criteria:

A. The tree is rooted on a private parcel with a Right-of-Entry permit or approved public lands (including Rights-of-Way).

B. The tree is dead or likely to die in the next five (5) years as a result of the declared wildfire, as determined by a Register Professional Forester or a Certified Arborist with a Tree Risk Assessment Qualification (TRAQ) certification.

C. The tree is standing and, as determined by the Registered Professional Forester or TRAQ Certified Arborist, presents a hazard to the public right-of-way, public improved property, or other IMT- designated eligible target. For the purposes of this Operation, to assist in the determination of whether the tree presents a hazard, the Registered Professional Forester or TRAQ Certified Arborist should consider the tree's distance from the target pursuant to U.S. Occupational Safety and Health Administration (OSHA) criteria for establishing work areas. This OSHA standard prescribes at least two (2) tree lengths (two

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hundred (200) percent the height of the tree) and a greater distance where conditions make rolling or sliding of trees reasonably foreseeable, or the grade of the land the tree sits upon is such that the tree could not reach the target (on a steep slope below the target).

D. The tree has a diameter of six (6) inches or greater, measured 4.5 feet above ground height.

8.1.6 Identification of Potentially Eligible Parcels (A&M Contractor)

The A&M Contractor is responsible for determining which enrolled private parcels could be potentially eligible for hazard tree removal and should be inspected by a Registered Professional Forester or TRAQ Certified Arborist through a desktop review.

Parcel eligibility for hazard tree removal will be determined using the “Buffer” analysis tool in ArcGIS (or equal compatible software as directed by the User Agency), an analytical tool that approximates which parcels are adjacent to rights of way. The result of this analysis will identify which parcels fall within the “public road buffer,” a geographic polygon extending on both sides of the centerline of the public road right of way. GIS shapefiles (or equal) identifying public roads shall be acquired from all involved local jurisdictions for this analysis unless otherwise provided or directed by the User Agency. The buffer distance for the public roads layer(s) shall be determined based on the height-distance to target criteria described in the “Criteria” (8.1.5) section of this plan and the expected height of trees in the area. The buffer should be applied to both sides of the centerline of the road right of way. Parcels that intersect with the public roads buffer should receive a hazard tree assessment. The IMT should appropriately consider scenarios where trees taller than the expected height are discovered and adjust assessment procedures where warranted.

8.2 Soft Start

To confirm the A&M Contractor and DDHTR Contractor’s readiness to conduct hazard tree removal operations, “Soft Starts” will be conducted at two (2) milestones:

A. Start of hazard tree removal assessment.

B. Start of the hazard tree removal.

8.3 Assessment and Monitoring (A&M) Activities (A&M Contractor)

Once directed to start work, the A&M consultant will perform one (1) full day of hazard tree assessments. They will also perform one (1) full day of video recording for the roadways within the burn scar. Once a full day of assessments has occurred, the A&M Contractor will provide a presentation to the User Agency, reviewing the assessment

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protocols and processes and the resulting data. The User Agency will determine whether the protocols, processes, and resulting data are sufficient to commence hazard tree assessment. If the User Agency determines the results are insufficient, it will provide feedback and needed corrections to the A&M Contractor. The A&M Contractor will be provided five (5) working days to make the requested adjustments unless the User Agency determines a different timeframe is warranted. Once adjustments are made, the A&M Contractor will perform another day of work and re-present the results to the User Agency the day following the work. The User Agency may continue to direct adjustments until the product is sufficient to commence hazard tree assessment.

8.4 Hazard Tree Removal (DDHTR Contractor and A&M Contractor)

All parties will be present to perform their function of the tree removal process, including, but not limited to, the pre-work site walk (referred to as the "360-degree Site Walk"), reviewing of documents via the consultant's platform, safety area establishment, ticket issuance, roles and responsibilities of all parties, communication between all parties including the DDHTR Contractor and the A&M Contractor, and traffic control. Following the completion of the soft-start day, the A&M Contractor will provide the User Agency with examples of the documentation collected. The User Agency will confirm the documented collected is sufficient to commence hazard tree removal operations. If the User Agency determines documentation is insufficient, the User Agency may direct that the A&M Contractor make adjustments to its documentation processes and conduct an additional soft start to evidence that all requested changes have been made. All adjustments must be made within five (5) working days.

8.5 Assessment (A&M Contractor)

Credentials:

Only a Registered Professional Forester or TRAQ Certified Arborist may perform hazard tree assessment. Additional staff may be assigned to assist in documentation, tagging, or other activities not directly related to assessing hazard trees.

8.5.1 Pre-Assessment Activities (A&M Contractor)

An assessment team will be composed of a Registered Professional Forester or TRAQ Certified Arborist and at least one (1) Crew Leader. The assessment team will be assigned to authorized, enrolled private properties or segments of the public right of way ("ROW Segments"). The Planning Group will provide the assessment team with a daily list of enrolled private properties and/or ROW segments to assess. The assessment team will review the Right of Entry Permit (ROE) prior to entering the property, which contains the address, the corresponding assessor's parcel number (APN), homeowner accounts and descriptions, and other pertinent site information. The assessment team will mobilize and, using the information provided in the ROE, confirm they are at the correct property. Parcel maps and

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GPS-equipped applications may also be used to help the assessment team confirm the property.

Prior to entering the property, the assessment team will conduct a health and safety review to communicate the site-specific emergency response plan, known or anticipated hazards (e.g., overhead lines), unusual conditions, and other information relevant to performing work on the property. The team will conduct a 360-degree Site Walk to identify additional, previously unknown hazards and mitigate them prior to entering the site.

8.5.2 Hazard Tree Assessment Process (A&M Contractor)

As described in Exhibit A, Section B., Item 14) “Development of a Hazard Tree Assessment Methodology," the A&M Contractor shall develop and present to the User Agency a technical methodology for identifying and assessing hazard trees. The methodology should account for all requirements herein and be used consistently throughout the Operation.

Additionally, the A&M Contractors hazard tree assessment process should account for the following:

A. Appropriate controls for ensuring all eligible targets are accounted for in the assessment.

B. Appropriate processes for accounting for other tree mortality factors, such as drought or insect infestation, and for ensuring that only trees that are dead or likely to die in the next five (5) years as a result of the declared wildfire are marked for removal.

C. Processes for a Modified Tree Assessment for steep slopes where standard assessment processes are impracticable or unsafe:

   1) GPS Coordinates will be located at the closest safely accessible area on the road to which its address or ROW segment is assigned.

   2) The diameter will be estimated remotely with the help of binoculars and a range finder. No photo of the tree diameter would be provided. The actual diameter of the tree will be determined when it is brought to a safely accessible area.

   3) No stump photo will be taken. If the tree must be brought off the slope, the arborist or TFL will take a photo of the cut face; however, no spray paint or tag will be affixed to the tree.

D. Other scenarios in which a standard tree assessment is impracticable or unsafe.

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8.5.3 Hazard Tree Assessment Documentation (A&M Contractor)

As part of the Strike Team, the Contractor Arborist shall mark and document all hazard trees with a User Agency approved Esri-compatible data collection software. The User Agency approved Esri-compatible data collection software shall be accessible and viewable by the User Agency at all times during the operation. Data collected shall include:

A. Unique identification numbers for all trees.

B. The number of trees (on the parcel or county road segment) on a SA map.

C. Each tree's species (as determined by the Arborist).

D. Tree height.

E. Tree diameter (at 4.5 feet above ground level).

F. The relative height of the tree is measured by a hypsometer or measuring tape and a clinometer or equal industry-standard method.

G. Tree GPS coordinates.

H. Distance of tree to eligible target measured by hypsometer or measuring tape.

I. Photographs of each tree before removal showing all of the following unless directed and approved by the User Agency:

   1) The unique identification number on the tree trunk prior to felling.

   2) The diameter on the measuring tape.

   3) The tree standing and in context (photo should be taken from sufficient distance away from the tree to show the tree alongside the rest of the parcel).

   4) The threatened public improved property or right of way from the perspective of the hazard tree.

A&M Contractor shall place all data and photographs collected (including the map prepared in "e)" below) in a database folder for each property by APN and available to the IMT electronically in the GIS management services database (refer to Section 5.B.11). Information shall be uploaded to the Contractor's database and accessible by the User Agency and IMT within twenty-four (24) hours of the day the tree was assessed.

A&M Contractor shall create a map showing the location of the trees included on the property or ROW. This survey map shall include a tree represented as a circle

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and tagged with a tree identification number. As necessary, A&M Contractor shall utilize Licensed Land Surveyor(s) (with all required survey equipment) as part of a two-person survey team(s) to delineate hazard tree locations with respect to property lines.

When necessary, the Strike Team shall mark approximate property boundaries if access to hazard trees that are marked to be cut may require access across such a boundary or if the trees may fall across such boundaries after being felled. Mark this possibility on the site map.

8.5.3 Hazard Tree Marking Specifications (A&M Contractor)

Contractor shall mark each hazard tree in accordance with the specifications provided below unless otherwise directed by the User Agency:

A. Three blue dots shall be painted with marking paint on the bole of the tree at breast height in a manner such that the dots will be visible from multiple angles.

B. A metal tag marked with both the Unique ID number of the hazard tree and a barcode connected to the Unique ID number should be affixed with a nail to the tree below the cut line (less than six inches from the ground). The metal tag should be circled with blue marking paint to ensure it is noticeable.

8.5.4 Boundary Trees (A&M Contractor)

A “Boundary Tree” generally refers to a tree that straddles a boundary line. The Professional Land Surveyor(s) are requested to locate and mark in the field and prepare a written report regarding certain Boundary Trees with respect to the relevant boundary line(s). At a minimum, the written report from a Professional Land Surveyor of Boundary Trees should include the following elements for each tree:

A. Tree ID
B. General tree type (conifer, deciduous)
C. Approximate tree diameter
D. Property Address(es)
E. Property APN(s)
F. Determine the relationship of subject trees to relevant boundaries
G. Map to scale of relevant boundary lines and tree(s)
H. Identify the surveyor, the surveyor's address, and license number; and
I. Identify the north reference and/or basis of bearings

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8.6 Work Management Planning

8.6.1 Prioritization Considerations for Runways (User Agency or Designee)

Parcels will be prioritized for hazard tree removal by the User Agency. The User Agency may consider a number of factors when prioritizing parcels and developing work schedules to meet operational needs to ensure parcels move expeditiously through the debris process so the property owner can commence rebuilding or protecting the public. At times this prioritization may impact contractor operational efficiency. Below are example priorities that the User Agency may elect to implement:

A. Imminent Dangerous Trees

Parcels with trees that, in the opinion of the User Agency or A&M Contractor, pose a more imminent risk to the public may be prioritized above others.

B. Debris Removal Properties Approved for Erosion Control

Prioritizing properties for which soil samples meet operational cleanup goals and are deemed ready for erosion control by the User Agency or designee will ensure that the hazard tree removal function can proceed expeditiously through the hazard tree removal process.

C. Hazard Tree Only

Properties that do not require structural debris removal generally have fewer dependencies, and hazard tree removal may be able to commence on these properties sooner than others.

D. Debris Containing Properties

These parcels have not yet been entirely cleared of debris or contaminated soil; however, the hazard trees can be safely felled if tree operations can be conducted without disturbing the debris and ash footprint.

E. ROW Trees

ROW Trees may be prioritized by the User Agency. These trees may be the highest priority if presenting an immediate threat to the traveling public.

8.6.2 Work Management Processes

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The User Agency shall establish appropriate work management processes or may direct the A&M Contractor to develop a work management process for managing hazard tree assessment and removal activities. The User Agency's work management process may define timelines under which the A&M Contractor and the DDHTR Contractor shall complete certain tasks. The User Agency may elect to divide the work into "Work Packages" as described below:

A. Available work (enrolled private parcels or ROW segments) will be divided into Work Packages.

B. A Work Package will be assigned to the A&M Contractor, who will complete all-hazard tree assessments (if not completed prior to Work Package development), biological inspections, archaeological inspections, and any other required pre-felling inspections. The User Agency may define the timeline by which these pre-felling inspections shall be completed for each Work Package, based on the size and complexity of the Work Package.

C. A Work Package will subsequently be assigned to the DDHTR Contractor for pre-inspection. During pre-inspection, the DDHTR Contractor shall determine and document the means and methods for felling and removal (such as type of equipment to be used, potential access issues, or any required permits or CAL FIRE regulatory documents).

D. Once the DDHTR Contractor has completed all pre-inspection tasks, that Work Package will be assigned to the DDHTR Contractor for hazard tree removal. The DDHTR Contractor will complete all felling and removal operations for the Work Package. The User Agency may prescribe expected or required timeframes for completing operations in the Work Package or may elect not to release additional Work Packages until prior Work Packages are complete. The intent is to prosecute the full scope of the work in a systematic and incremental manner.

E. The User Agency may direct the A&M Contractor to validate the completion of the Work Package or otherwise assist in determining that all needed hazard tree removal operations have been completed within a Work Package or set geographic area.

8.7 Pre-Felling Inspections (DDHTR Contractor)

8.7.1 Forest Practice Considerations

The DDHTR Contractor, as a California Licensed Timber Operator (LTO), is responsible for their compliance with the Forest Practice Rules. The DDHTR Contractor's Registered Professional Forester (RPF) is tasked with drafting and submitting permitting and regulatory documents and oversight of all aspects of a Timber Harvest activity, acting as a lead in interpretation of the Forest Practice

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Rules. In this capacity, the RPF will typically oversee the placement and mapping of the Watercourse and Lake Protection Zone (WLPZ) by determining stream class, slope, and other factors; supervise or determine the mortality of dead or dying trees; work with the archaeologists, or act in their capacity to determine and put in avoidance, minimization, and mitigation measures to protect significant cultural and prehistoric sites; working with biologists, or acting in their capacity to determine and put in avoidance measures to protect endangered or threatened species, and nesting birds; work with the CAL FIRE Unit Inspector to determine the best means and methods to fell trees near sensitive resources, and enforce all other aspects of the Forest Practice Rules.

The A&M Contractor's RPF(s) is/are responsible for assisting the User Agency in ensuring DDHTR Contractor's compliance with the Forest Practice Rules and overseeing hazard tree assessment operations.

8.7.2 Consultant Pre-Inspection (A&M Contractor)

Arborist Final Assessment

The User Agency may request that at least forty-eight (48) hours but no more than seven (7) working days prior to the beginning of the hazard tree removal, a final hazard tree assessment will be conducted by an RPF or TRAQ Certified Arborist certification to ensure all potential hazard trees have been assessed and all marked trees meet hazard tree eligibility criteria.

Final Biological Review

The User Agency may direct that the A&M Contractor perform a final biological review prior to felling. The need and specification for such a review are discussed in greater detail in the Environmental Protection Plan.

Data Validation

Prior to commencing hazard tree removal on each parcel or ROW segment, the A&M Contractor shall confirm that all hazard tree data and, if applicable, documented permits associated with the parcel or ROW segment are accounted for and match across all data sets. The A&M Contractor shall:

A. Confirm the appropriate hazard tree assessment is accounted for and accessible.

    1) Confirm the count of hazard trees identified in the assessment matches the count of unique tree photos in the assessment.

    2) Confirm the count of hazard trees identified in the assessment matches the count of hazard trees on the tree sketch.

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3) Confirm that all exception/incidental trees are identified and noted in the tree assessment and sketch.

B. Confirm that the count of hazards trees in the tree assessment matches the count in the approved database.

C. Confirm that the number of tree tags associated with this APN matches the count of trees identified in the hazard tree assessment.

D. Confirm that, if applicable, the required permits are associated with the correct APN and are documented properly in the approved database.

E. If any of the above criteria are not met, the discrepancies should be resolved via a desktop or physical site review prior to the parcel being assigned to a tree-felling crew or placed on a runway.

8.7.3 Contractor Pre-Inspection (DDHTR Contractor)

The DDHTR Contractor shall inspect the property prior to beginning tree-felling operations to determine the preferred means and methods, identify access issues, incidental trees (trees that inhibit the safe felling of eligible hazard trees), and any property owner issues or concerns. This information should be provided to the User Agency upon completion of pre-inspection on a parcel to ensure it can be accounted for in the User Agency and A&M Contractor's planning.

The DDHTR Contractor may also be required to physically mark timber onsite prior to the Operation's felling operation, such as with marking paint or flagging tape. The purpose of this marking is to delineate what timber must be removed by the DDHTR Contractor and what timber was pre-existing and will not be removed.

It is the DDHTR Contractor's decision to utilize an adjacent property to fell an eligible hazard tree. Where a DDHTR Contractor utilizes an adjacent property to fell, remove, or manage an eligible hazard tree, the DDHTR Contractor shall ensure the following minimum steps occur prior to commencement of felling activities:

A. Establish that a valid ROE Permit or Access ROE exists for the adjacent property.

B. Ensure all archaeological and biological protocols and protection measures are in place; and

C. Make reasonable attempts to notify the adjacent property owners. At a minimum, the DDHTR Contractor (or the A&M Contractor, if requested by the User Agency) must attempt to make contact with this adjacent property owner no less than twenty-four (24) hours before the start of work.

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In making a decision to utilize an adjacent property to fell, remove, or manage an eligible hazard tree, the DDHTR Contractor shall acknowledge:

1) Several factors including, property ownership changes, could affect the accuracy of available information relating to adjacent properties.

2) The A&M Contractor may not have accurate information to support the proposed activities on an adjacent property.

The DDHTR Contractor bears sole responsibility for all harm resulting from its decision to use an adjacent property to fell, remove, or manage an eligible hazard tree. To minimize these risks to the DDHTR Contractor, the DDHTR Contractor should incorporate the potential for felling eligible hazard trees into adjacent properties into the compulsory pre-inspection protocols and provide advance notice to A&M Contractor.

A&M Contractor personnel, to the best of their abilities and knowledge, should advise the DDHTR Contractor whether any of the DDHTR Contractors' proposed activities could result in harm to the Operation, including any available information relating to an ROE Form or the known archaeological and biological information for that immediate area. In doing so, the A&M Contractor personnel shall consider the specific circumstances where the DDHTR Contractors elects to use an adjacent property with approved ROE Forms to fell eligible hazard trees. The A&M Contractor personnel shall record all pertinent information.

8.8 Hazard Tree Felling and Removal

8.8.1 Pre-Work Walk (360 Degree Site Walk) (DDHTR Contractor and A&M Contractor)

This walk is conducted by both the DDHTR Contractor and A&M Contractor's TFL by walking the entire parcel to accomplish the following: Identify property boundaries, ingress and egress routes, anticipated felling techniques to be used, potential incidental trees to be taken, review the listing of eligible trees and site sketch against marked trees on-site and document changes such that it reflects what is observed, identify and mark (if not already marked) septic tanks, wells, utility connections, and other fixed structures that could be damaged, identify drop zone and mark the area, establish traffic control (see Traffic Control Guidance in Section 5.22), and physically mark trees which had already been assessed and determined to be eligible hazard trees which are no longer standing. For each 360-degree Site Walk, the DDHTR Contractor and A&M Contractor shall agree to the number of eligible hazard trees to be felled (prior to any actual tree felling), record the number of trees actually felled, reconcile any discrepancies, and report any disputes using the Chain of Command.

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8.8.2 Responsibilities of the A&M Contractor

Pre-Felling Documentation

The A&M Contractor shall photograph each tree immediately prior to, but no more than twenty-four (24) hours prior to, felling. This photograph must show that the tree is standing and has not been felled by others. If the tree has fallen naturally or appears to have been felled by a third party, the A&M Contractor should photograph the current condition of the tree (or stump) and notate the finding in its database.

The A&M Contractor should validate the GPS coordinates of each tree at the time of felling to ensure the coordinates reflected in the A&M contractor's database are accurate.

Post-Felling Documentation

The felled surface of each stump must be marked with the last three (3) numbers of its unique identification number with marking paint.

The A&M Contractor shall photograph each tree stump after the tree is felled. The photograph must show the tree tag and the painted number on the cut surface.

Any changes in the total tree count must be documented.

A final GIS site map, which includes GPS coordinates of each tree, shall be created.

At the User Agency's discretion, alternative forms of documentation may be followed to accommodate specific site conditions. Some examples include:

A. White paint marking an "X" for previously located stumps that have been removed during tree felling.

B. Documentary evidence captured concurrently with tree felling

C. Other assessment documentation methods that accommodate safety concerns, as determined by the User Agency

Archeological and Biological Monitoring

Consultants/Monitors will produce the assessment and monitoring post-felling reports for Endangered Species Act Section 7 and National Historic Preservation Act Section 106 compliance. The report will include all documents and will be sent to the Environmental Lead for review and final approval. Other guidance, direction, or requirements are outlined in the EPP.

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8.8.3 Responsibilities of the DDHTR Contractor

The DDHTR Contractor's Crew supervisor will decide how the tree felling will be accomplished and inform the TFL during the 360-degree Site Walk. All trees must be felled in a safe manner and in a manner that does not impact neighboring unenrolled parcels, public infrastructure, or improved property (including underground infrastructures, such as septic tanks, utility lines, etc.).

The DDHTR Contractor's Crews will fell hazard trees as identified and marked by the A&M Contractor's Arborist, and stumps will be flush cut (within six (6) inches) to existing terrain surface or as required in local government encroachment permits. No stumps will be removed unless pre-approved/directed by the User Agency or designee.

The DDHTR Contractor must ensure reasonable access is provided to the A&M Contractor to perform their tasks, as specified in these Special Provisions, or as otherwise directed by the User Agency. Provision of this reasonable access may impact the DDHTR Contractor's operational efficiency.

Felled trees and other vegetative debris will then be collected and removed from the site. In some situations, the User Agency may direct that certain trees are lopped and scattered on-site or otherwise not removed for environmental protection or safety reasons. Trees and/or tops and limbs may be chipped directly into trucks on site, transported to a Hazard Tree Processing Yard for processing, or hauled directly to end use facilities at the discretion of the DDHTR Contractor. If directed by the User Agency, the DDHTR Contractor will place no more than two (2) to three (3) inches of chipped slash on all areas greater than one hundred (100) contiguous square feet where the soil has been disturbed by the DDHTR Contractor's hazard tree removal operation. The User Agency may prescribe specific requirements for wood chipping, for example:

A. The Wood mulch shall be placed to stabilize disturbed soil and reduce sediment transport caused by erosion from entering a storm drain system or receiving water.

B. The wood mulch shall be a maximum of ½ to 3 inches in length and an average thickness of 1/16 to 3/8 inches in any direction,

C. Efforts shall be made to preserve existing vegetation, if practicable.

It is expected that the DDHTR Contractor will complete all necessary felling, processing, chipping, and removal activities as part of a singular operation rather than multiple discrete steps unless otherwise authorized by User Agency. For example, the DDHTR Contractor shall not split hazard tree removal crews into multiple discrete units (for example, separate wood management, tree felling, and tree removal crew). Each Hazard Tree Removal Crew must include all required equipment and personnel to complete the full

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felling, processing, and removal process. Such equipment may include, for example:

A. One (1) crane or rubber tired and/or rubber tracker bucket rig

B. One to two (1 – 2) tree fallers or heavy equipment for tree falling, such as a feller buncher

C. One to two (1 – 2) laborers for processing fallen timber

D. One (1) skid steer or excavator for handling timber onsite

E. One (1) track or tow-behind chipper

F. Appropriate quantity of log trucks, grapple trucks, high-side dump trucks, or other trucks for removing wood material to a processing facility or end user and any equipment needed to load wood material onto trucks.

The User Agency may approve alternate crew makeups if the DDHTR Contractor evidences the need for different personnel or equipment. A Hazard Tree Removal Crew consists of between two (2) and seven (7) DDHTR Contractor personnel. The DDHTR Contractor is responsible for providing all necessary equipment and personnel to safely fell, process, and remove all marked hazard trees and wood materials, which may exceed the equipment and personnel listed above. No additional compensation will be provided for additional equipment or personnel.

Wood material other than chips or mulch used for erosion control shall not be left on site after the demobilization of the Hazard Tree Removal Crew. With the approval of the User Agency, Hazard Tree Removal Crews may be permitted to work on multiple parcels concurrently (for example, the felling component of the crew may advance to the next scheduled parcel while the chipping and removal components are continuing work on the initial parcel). The User Agency may prescribe how many parcels may be actively worked per Hazard Tree Removal Crew. However, methodologies that bifurcate felling and removal operations as a standard practice are unacceptable unless specifically authorized by the User Agency. A Hazard Tree Removal Crew should demobilize from a parcel prior to removing all wood material only in cases where a weather standdown or other nonworking day is ordered.

8.9 Post Tree Felling and Removal Site Walk (DDHTR Contractor, A&M Contractor).

Prior to the Hazard Tree Removal Crew's demobilization, the A&M Contractor and DDHTR Contractor shall confirm the following and document on the A&M Contractor provided "tree felling, and removal site walk form/survey":

A. All marked hazard trees have been removed from the property.

B. Any marked hazard trees that fell naturally or which appear to have been felled by others are documented (i.e., pictures or other evidence), with the tag removed and the marking paint concealed (Both A&M and DDHTR Contractors).

C. If applicable, tree erosion control (chips) has been applied to appropriate disturbed areas. Chipping complies with all contract specifications regarding size and depth and does not cover driveways, structure footprints, drainage features, or WLPZ zones.

D. If chips are not used for erosion control, hydromulch or other Forest Practice Rule BMPs shall be utilized and confirmed used for such disturbed areas.

E. No tree materials resulting from the Operation remain on-site unless otherwise directed by the User Agency.

F. If any property damage resulted from the Operation, the damage is documented by the A&M Contractor as prescribed by the User Agency.

9. FINAL EROSION CONTROL (DDHTR CONTRACTOR, A&M CONTRACTOR – MONITORS AND DOCUMENTS)

Erosion control measures will be implemented to stabilize disturbed soil and reduce sediment transport caused by erosion from entering a storm drain system or receiving water bodies during debris removal after a disaster. Best management practices for erosion controls may include the use of fiber rolls, silt fences, erosion control blankets, hydraulic mulch, soil binders, and other mechanisms to reduce sediment. Erosion control plans will be developed by the User Agency's OSC or designee, with input from the A&M Contractor, for those sites requiring Level 3 erosion control. These erosion control levels are described below. Biodegradable erosion control shall be installed after each lot has met site-specific cleanup goals. Efforts should be made to preserve existing vegetation, if practicable. Once the removal has been completed, storm water control measures must be maintained by the property owner or local government. No seeds will be used for individual lots based on property owner concerns.

All erosion control methods, materials, and specifications will be described in the EPP or as directed by the User Agency's OSC or designee. Materials used for erosion control shall be placed at a minimum in accordance with the manufacturer's specifications. All materials shall be certified weed free in an effort to control the spread of noxious weeds.

9.1 Erosion Control Methods

Each residential parcel will receive one of the following measures, as determined by the User Agency's OSC or designee:

A. Level 1: Hydraulic mulch. Hydraulic mulch will include a wood base mulch along with an organic tackifier to cover the entire area impacted by the structural debris

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removal operations. No seeds will be used on this Operation. Level 1 applies to less than seven (7) percent slopes.

B. Level 2: Hydraulic mulch and bio-degradable straw wattles shall be a minimum of eight (8) inches to twelve (12) inches diameter and shall be staked and keyed in. Compost filter socks shall be a minimum of five (5) inches to eight (8) inches diameter and shall be sandbagged in place, as necessary. No staking or keying in will be necessary with Compost filter socks. Silt fences shall be wire-backed in snow zones and used in areas on slopes greater than seven (7) percent.

C. Level 3: Hydraulic mulch, non-synthetic compost filter socks and/or silt fence, and erosion control blankets (such as compost blankets, etc.). Level 3 erosion control applies to sloped areas greater than fifteen (15) percent**.**

Additional erosion control methods may be developed after consultation with regulatory agencies (see alternative products below).

9.1.1 Erosion Control Materials and Specifications

Materials used for erosion control shall be placed in accordance with these Special Provisions or as directed by the User Agency's OSC or designee. All materials shall be certified non-synthetic weed-free in an effort to control the spread of noxious weeds.

The following materials have been identified for the Operation:

A. Hydraulic Mulch – Hydraulic mulch or hydro-mulching is an erosion control process that uses a slurry wood fiber or wheat straw fiber and a tackifier. The slurry is transported in a tank, either truck or trailer-mounted, and sprayed on prepared ground. Each DDHTR Contractor will develop a submittal for the hydraulic mulch for approval by the IMT. The mulch design will be based on virgin wood or seed-free wheat straw and/or corn-based fiber and a non-toxic organic base tackifier. Application rates will also be submitted based on slopes.

B. Fiber Rolls/Straw Wattles – Fiber roll barriers (also called sediment logs or straw wattles) are commercially manufactured and usually consist of milled wood, or other natural fibers are sewn into a circular weave fabric. Fiber rolls are good perimeter protection, designed to slow stormwater runoff and trap small amounts of sediment. Fiber rolls shall be eight (8) inches to twelve (12) inches in diameter. Fiber rolls must be certified weed free.

C. Compost filter socks - Compost filter socks are a three (3) dimensional tubular sediment control and stormwater runoff filtration device typically used for perimeter control of sediment and soluble pollutants on and around construction activities. Compost filter socks trap sediment and soluble pollutants by filtering runoff water as it passes through the matrix of

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the compost filter socks. Compost filter socks shall be used on all hardscape areas for erosion control. These areas include driveways, hardscape features including concrete, brick, asphalt and gravel roads, lava cap soils, and areas directed by the IMT. Compost filter socks shall be five (5) inches to eight (8) inches in diameter.

D. Erosion Control Blanket – Erosion control blanket is a manufactured blanket or mat that is designed to hold soil and seed in place on slopes. It consists of biodegradable organic materials such as wood fiber, coconut fiber, or a combination of these materials. It is commercially manufactured and delivered to the site in rolls.

Erosion control blankets shall be one hundred (100) percent organic biodegradable (including parent material, stitching, and netting). The minimum thickness shall be 3/8" (9mm). The netting shall be stitched to prevent the separation of the net from the parent material. The netting shall be capable of withstanding moderate foot traffic without tearing or puncturing. Neither the blanket nor netting nor the installation shall pose a safety risk to people walking on/crossing over it or pose a hazard to wildlife such as birds, reptiles, and amphibians.

Appropriate products include, but may not be limited to:

1) Curled I Fiber net (American Excelsior)
2) Curled II Fiber net (American Excelsior)
3) AEC Premier Straw Fiber net (American Excelsior)
4) S 75 BD (North American Green)
5) S 150 BN (North American Green)
6) SC 150 BN (North American Green)
7) C125 BN (North American Green)
8) Excel S-2 All Natural (Western Excelsior)
9) Excel SS-2 All Natural (Western Excelsior)
10) Excel CS-3 All Natural (Western Excelsior)
11) Excel CC-4 All Natural (Western Excelsior)

E. Silt Fence – Silt fence consists of a permeable filter fabric that is keyed into the ground and staked beyond the toe of a slope. The fabric pools runoff,

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causing entrained sediment to settle out behind the fence while the water slowly filters through the fabric.

F. Anchors – Anchors are devices that secure erosion control materials such as fiber rolls, erosion control blankets, and silt fences.

For erosion control blankets, anchors shall be completely biodegradable, environmentally safe, and have no potential for soil and/or water contamination. Steel wire pins or staples may be approved by the User Agency's OSC if the alternative is not available or not functional. Petroleum-based plastics or composites containing petroleum-based plastics will not be approved. Materials deemed to present a hazard from splintering or spearing will not be approved. Wood stakes or stakes manufactured from wood byproducts may be approved.

Appropriate products include, but may not be limited to:

1) E-Staple (American Excelsior)

2) CF Bio Staple (CFM Corp)

3) Green Stake (Green Stake)

4) Bio-Stake (North American Green)

5) Enviro-Stake (ODC Inc.)

For silt fence, anchor posts shall be at least thirty-six (36) inches long. Steel posts should weigh no less than one (1) pound per linear foot.

For fiber roll barriers or compost filter socks, stakes shall be wooden and at least eighteen (18) inches long.

G. Netting – Netting is a manufactured product intended to secure wood chips or pine needle mulch to the soil surface.

Netting shall be one hundred (100) percent organic biodegradable and may consist of paper, jute, cotton, or wood fiber netting. Netting material shall be approved by User Agency staff prior to installation.

H. Gravel Bags – Gravel bags are intended to slow stormwater flows and trap sediment on paved surfaces.

Gravel bags shall be filled with ¾" to 1½" washed rock. Bags filled with sand will not be approved.

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9.2 Installation Standards

A. Erosion control BMPs installation shall consist of furnishing and applying erosion control materials. The work includes proper material handling, area preparation, and proper application of erosion control materials and structures.

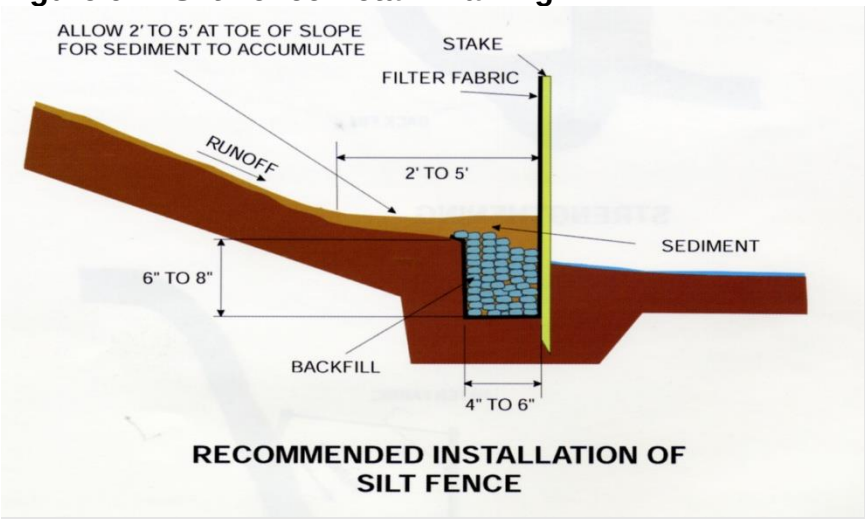
B. Area Management – Construction/demolition materials shall be stored to the maximum extent possible on paved surfaces. When this is not possible, construction/demolition materials shall be stored in areas where a future structure or other hard impervious surfaces will be constructed, such as a future building foundation or driveway.

C. Compost filter socks and fiber roll barriers – Install five (5), eight (8), or twelve (12) inch diameter compost socks as directed by User Agency's OSC. Compost socks may require stakes/anchors, depending on the application, as directed by the User Agency's OSC. Compost socks do not require trenching when used to interrupt sheet flows on asphalt, concrete, or other impervious surfaces.

D. Construction/demolition vehicles shall remain on paved surfaces to the maximum extent possible. When this is not possible, construction/demolition vehicles shall be used in areas where a rebuild of impervious surfaces will occur, such as building foundation or driveway locations.

E. Silt Fence – Install silt fences as directed by the User Agency's OSC. Six (6) inches of the fence shall be buried in a trench along the base of the fence. The posts shall be spaced a maximum of ten (10) feet apart and driven eighteen (18) inches into the soil or to refusal. Sediment shall be removed from the up-slope side of the fence when it reaches 1/3 the height of the fence. Refer to Figure 9-1 below.

Figure 9-1. Silt Fence Detail Drawing



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F. Erosion Control Blanket – Install erosion control blankets as directed by the User Agency's OSC. Starting at the top of the slope, anchor the blanket in a six (6) inch trench, backfill, and securely tamp the backfilled soil. Unroll the blanket downslope, overlapping parallel and subsequent blankets a minimum of four (4) inches. Secure blankets with anchors along with the overlaps and place a minimum of three (3) anchors per square yard. DDHTR Contractor shall determine if more anchors are required and shall be responsible for installing the erosion control blanket so that it will stay in place.

G. Fiber Roll Barriers – Install eight (8) or twelve (12) inch fiber roll barriers as directed by the User Agency's OSC. Place the fiber roll barrier in a two (2) to four (4) inch trench perpendicular to the flow path of stormwater. Drive stakes perpendicular to the ground. If required on steep slopes, drive stakes on either side of the roll and bind together with baling wire. Weighted rolls may be used as appropriate, especially on driveways. Refer to detail Figure 9-2 below. Typical installation spacing for the fiber rolls will be as follows:

1) Ten (10) feet apart for slopes steeper than 2:1 (horizontal: vertical)

2) Fifteen (15) feet apart for slopes from 2:1 to 4:1 (horizontal: vertical)

3) Twenty (20) feet apart for slopes from 4:1 to 10:1 (horizontal: vertical)

4) Fifty (50) feet apart for slopes flatter than 10:1 (horizontal: vertical)

Figure 9-2. Fiber Roll Detail Drawings for Steep Slopes, Fiber Roll Installation

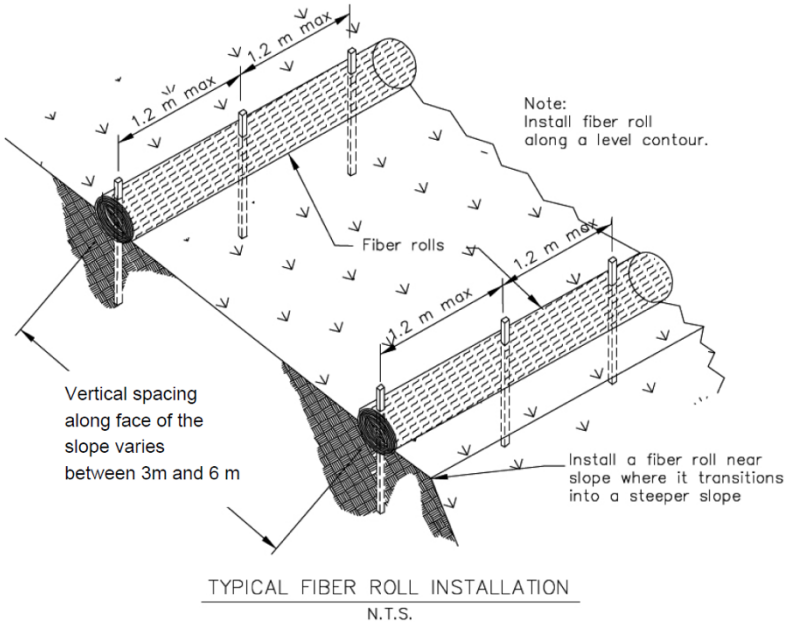
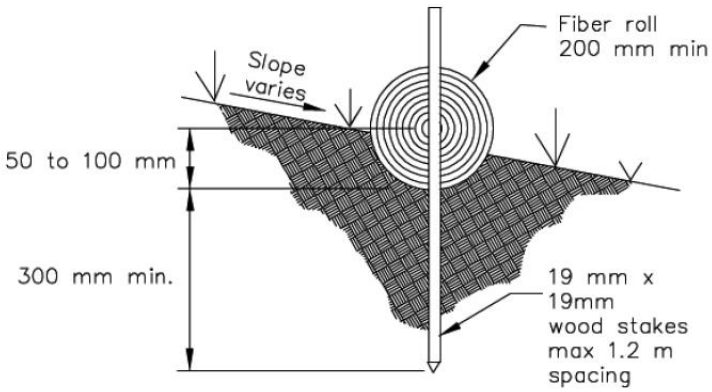


Figure 9-3. Fiber Roll Detail Drawings for Steep Slopes, Entrenchment

Attachment: Exhibit A.1, Special Provisions (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)



ENTRENCHMENT DETAIL
N.T.S.

H. Compost filter socks - The sock shall be installed downslope of any disturbed area requiring erosion and sediment control and filtration of soluble pollutants from runoff. Compost filter socks are effective when installed perpendicular to sheet or low concentrated flow and in areas that a silt fence is normally considered appropriate. Acceptable applications include:

1) Site perimeters.

2) Above and below disturbed areas subject to sheet runoff, inter rill, and rill erosion.

3) Above and below exposed and erodible slopes.

4) Along the toe of stream and channel banks.

5) Around area drains or inlets.

6) On compacted soils where trenching of silt fence is difficult or impossible.

7) Around sensitive trees where trenching of silt fence is not beneficial for tree survival or may unnecessarily disturb established vegetation.

8) On the frozen ground where trenching of silt fence is impossible.

9) On paved surfaces where trenching of silt fence is impossible.

10) As a slope interruption device to slow runoff and reduce soil erosion.

11) As a check dam in a swale, ditch, or channel.

12) Areas where post-fire stormwater pollutants are a concern.

Attachment: Exhibit A.1, Special Provisions (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

I. Gravel Bags – Gravel bags or weighted fiber rolls shall be placed on the downslope edge of impervious surfaces, such as driveways. Place gravel bags in a double row in a "U" shape.

9.3 Site Approval and Final Reports (User Agency, A&M Contractor – Monitors and Documents)

Following the placement of erosion control, the User Agency's OSC or designees will conduct final site walks of each property. The site walk will consist of a review of the ROE, Site Assessment Report, debris removal information, and other relevant information, and then conducting a site visit to verify all work has been completed to the specifications outlined herein and in the contract. The User Agency's OSC or designee will prepare a final site walk checklist/report with sign-off signature and submit it to the County.

Additionally, the A&M Contractor will prepare a final completion report package for each property to the affected Counties that includes a copy of the initial property site assessment documents, pre-removal site photographs, final site condition photographs, certified laboratory data for the confirmation samples, and tabulated laboratory data comparing the confirmation sample results to the established cleanup goals. The report will describe the work conducted, the results of asbestos surveys/sampling, and confirmation sample results. Reports will be signed by a Certified Engineering Geologist, Professional Geologist, or Professional Engineer licensed in the State of California.

Attachment: Exhibit A.1, Special Provisions (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

A. For services satisfactorily rendered and upon receipt and approval of the invoices, the County agrees to compensate the Contractor for completed work in accordance with the rates specified herein. Contractor agrees to submit all required invoices related to this Agreement no later than 90 (ninety) days after contract expiration.

B. Itemized invoices shall be submitted with one set of supporting documentation (i.e., receipts, timesheets, etc.) not more frequently than monthly in arrears to:

Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa, CA 95388

C. The Contractor agrees to send all preliminary invoice packages to Mariposa County's Assessment and Monitoring Contractor prior to submission to Mariposa County. Only one (1) county may be billed per invoice. Mariposa County's Assessment and Monitoring Contractor provides invoice package quality assurance and examination services. The Contractor and Mariposa County's Assessment and Monitoring Contractor shall resolve all deficiencies in the Contractor's invoice packages prior to submission to Mariposa County. Refer to Attachment G, Standard Invoice Template. Mariposa County will not process incomplete invoice packages. Each complete invoice package submitted to Mariposa County must include the below information:

1. Contractor's company name and address
2. Date invoice was submitted
3. Billing Period
4. Incident Name
6. Specified invoice number containing a unique ID sequence. (If there is a revision due to a dispute, a new invoice number will be required upon resubmission to the County, including a reference to the original invoice number.)
7. The overall total of invoice (Including retainage if applicable. Retention invoices must reference invoice numbers for which retention was withheld.)
8. Contract line item number/ID
9. Contract line item description
10. Work Order No. for which the cost is authorized
11. Change Order No., if applicable, for which the cost is authorized.
12. Quantity of contract line item
13. Rate of contract line item
14. Overall total of contract line item (for services billed within invoice period)

Attachment: Exhibit B - Budget Detail and Payment Provisions (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire

15. Clear scanned copies of all tickets and other supporting documents relating to costs billed. Optical Character Recognition (OCR) is preferred for all PDF formatted documents
16. One (1) Copy of Excel format, one (1) copy of PDF format
18. Payment Recommendation Report by Mariposa County's Assessment and Monitoring Contractor
19. Invoice Certification Statement, signed under penalty of perjury by a duly authorized representative

2. COST BREAKDOWN

See Exhibit B.1 attached hereto.

3. PAYMENT WITHHOLD: The provisions for payment under this Agreement will be subject to a ten percent (5%) withholding. Contractor acknowledges that this Agreement is subject to ten percent (5%) withholding pursuant to Public Contract Code (PCC) section 7201. The withheld payment amount will be included in the final payment to the Contractor. The 5% withheld amount will only be released upon Mariposa County's verification of completion of all work, to the satisfaction of Mariposa County. Under no circumstances shall the withheld payment be released prior to Mariposa County's verification of Contractor's services satisfactorily rendered.

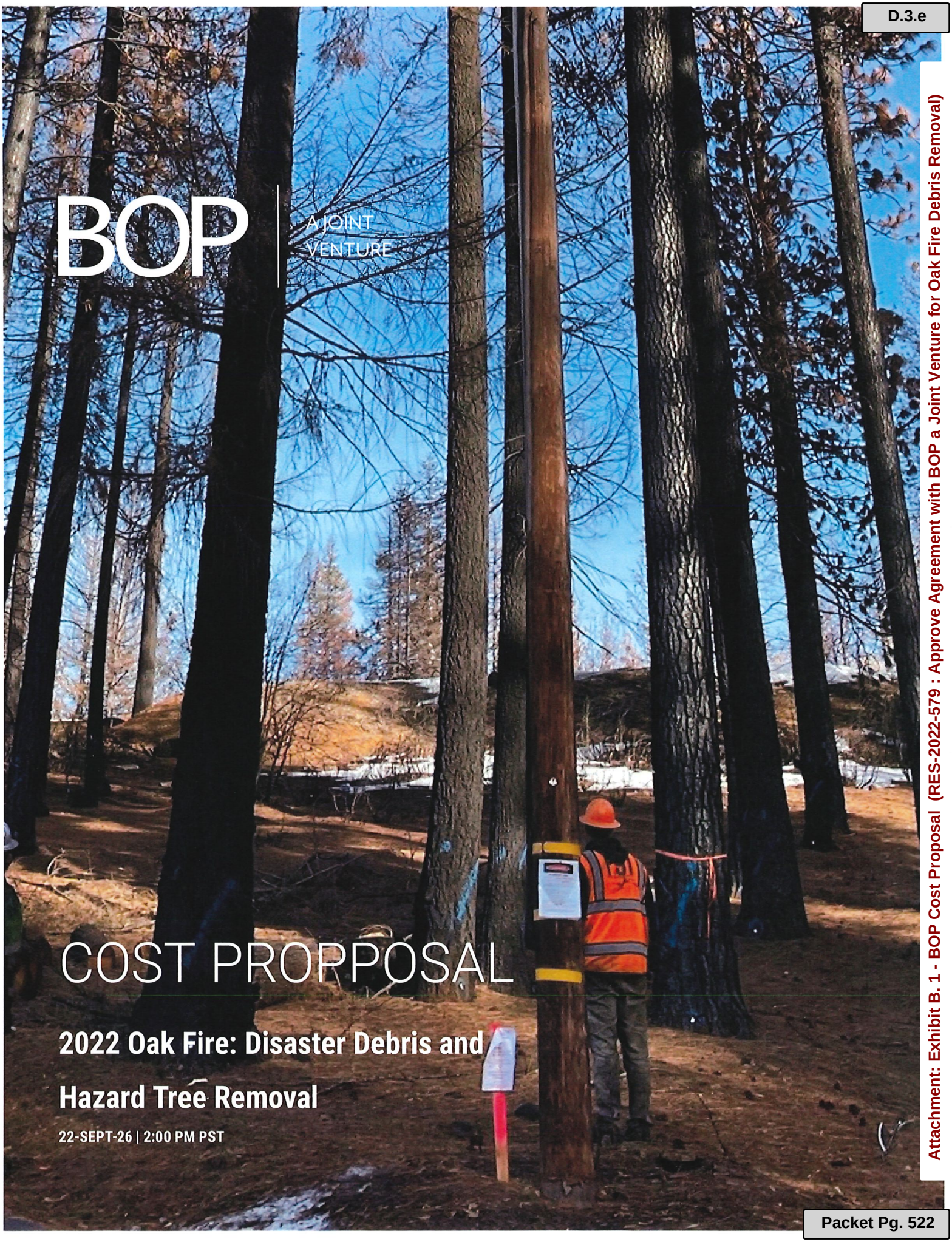
4. PAYMENT MILESTONES: Partial payment before the completion of line items will not be issued. Contractors may invoice Mariposa County only upon completion of each unit, to the satisfaction of Mariposa County. Payment Milestones represents when Mariposa County can verify that the Contractor has satisfactorily rendered services, subject to the "Payment Withhold" provisions.

Bid Item	Bid Item Description	Payment Milestone	Exhibit A Citation
1a	Mobilization (Debris Crew)	Completion of pre-deployment training and complete mobilization to the satisfaction of CalRecycle	6.17
1b	Mobilization (Tree Crew)	Completion of pre-deployment training and complete mobilization to the satisfaction of CalRecycle	6.17
2	Per Parcel Ash/Debris/Metal/Soil	Final Site Walk	7.1.2.6

Attachment: Exhibit B - Budget Detail and Payment Provisions (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire

3	Per Parcel Asbestos	Interim Site Walk (ISW)	7.1.2.3, Item N
4	Rescrape	Final Site Walk	7.1.2.6
5a	Vehicles (On Parcel)	Final Site Walk	7.1.2.6
5b	Vehicles (Off Parcel)	Final Site Walk	7.1.2.6
6	Per Parcel Concrete	Interim Site Walk (ISW)	7.1.2.3, Item N
7	Tonnage Rate	Final Site Walk	7.1.2.6
8	Asbestos Yard Rate	Interim Site Walk (ISW)	7.1.2.3, Item N
9	Temporary Long Bridges	Final Site Walk	7.1.2.6
10a	NWD – Debris Crew	Upon approval of contractor's request for an NWD	refer to Bid Description 10a
10b	NWD – Tree Crew	Upon approval of contractor's request for an NWD	Refer to Bid Description 10b
11a	Delays – Debris Crew	Upon approval of contractor's request for a delay	Refer to Bid Description 11a
11b	Delays – Tree Crew	Upon approval of contractor's request for a delay	Refer to Bid Description 11b
12a	Hazard Tree Removal	Hazard Tree Removal Final Site Walk	7.2.2.2, Item K
13	Property Owner Assistance	Upon written authorization by the Debris Group Supervisor	Refer to Bid Description 13

Attachment: Exhibit B - Budget Detail and Payment Provisions (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire



BOP | A JOINT VENTURE

COST PROPPOSAL

2022 Oak Fire: Disaster Debris and Hazard Tree Removal

22-SEPT-26 | 2:00 PM PST

Contents

01 Cost Proposal 03

02 Bidders Bond 07

BOP | A JOINT VENTURE

4740 Rocklin Road
Rocklin, CA 95677
916.251.5500

Attachment: Exhibit B. 1 - BOP Cost Proposal (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

Attachment

01 Cost Proposal

Attachment: Exhibit B. 1 - BOP Cost Proposal (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

ATTACHMENT 1 – COST PROPOSAL SCHEDULE

Cost Proposal Schedule
2022 OAK FIRE: STRUCTURAL DEBRIS REMOVAL & HAZARD TREE REMOVAL SERVICES

Complete this form and submit the original in accordance with the requirements of this RFP. Separate invoices itemizing all costs are required for all work performed under each Work Order.

*This bid represents and is to include all elements as described under "**Description Cost Proposal Schedule – Bid Items**" in Section 2.

** Prices shall be submitted in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR website (https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html) for General Prevailing Wage Rates as currently determined by the August 2021 DIR prevailing wage published rates. Contractor shall be responsible for any future adjustments to prevailing wage rates, including but not limited to base hourly rates and employer payments as determined by the Department of Industrial Relations. The Contractor is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

The quantities and multipliers on this Bid Schedule are estimates for bid calculation purposes only. None of these quantities are guaranteed and may change based on site conditions, property owner participation in the Structural Debris and Hazard Tree removal program, or other factors.

ITEM	Description	Est quantity	Unit price		Total
1	**Mobilization and Demobilization to/fromOperational Area**				
1a	Disaster Debris Removal Crews	10	8000	Per Crew	$80,000
1b	Tree Removal Crews	5	6000	Per Crew	$30,000
2	**Per Parcel Ash, Debris, Metals, and Incidental Soil**	127	33,300	Per Parcel	$4,229,100
3	**Per Parcel Asbestos Removal and Disposal**	13	14,500	Per Parcel	$188,500
4	**Soil Removal, Re-Scrape**	30	4,225	Per Parcel	$126,750
5	**Vehicles (Burned Hulks) abatement**				

ITEM	Description	Est quantity	Unit price		Total
5a	Vehicles Adjudicated on Parcel	276	1,250	Per Vehicle	$345,000
5b	Vehicles Adjudicated Off-site	5	1,500	Per Vehicle	$7,500
6	**Per Property Concrete**	116	2,100	Per Parcel	$243,600
7	**Tonnage Rate for Debris, Ash, Metals, Soil, and Concrete Removal from Commercial and Public Parcel**	1560	500	Per Ton	$780,000
8	**Asbestos Abatement from Commercial and Public Parcels**	24	1,780	Per Cubic Yard	$42,720
9	**Temporary Long Bridges:**	1	=1.5X Line 2	Per Bridge	$49,950
10	**Non-Working Days:**				
10a	Debris Removal Crews:	10	=1.5% x Line 2 Unit Price	Per Crew	$4,995
10b	Hazard Tree Removal Crews:	10	=1.5% x Line 2 Unit Price	Per Crew	$4,995
11	**Delays:**				
11a	Debris Removal Crews:	75	150	Per Crew/Hour	$11,250
11b	Hazard Tree Removal Crews:	50	350	Per Crew/Hour	$17,500
12	**Hazard Tree Removal:**				

Attachment: Exhibit B. 1 - BOP Cost Proposal (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

ITEM	Description	Est quantity	Unit price		Total
12	*All Hazard Trees removed*	4500	400	Per Tree	$1,800,000
OTHER PER PROPERTY SERVICES:					
13	Property Owner Assistance:	100	350	Per Hour	$35,000
			GRAND TOTAL		$7,996,860

Acknowledgment/Authorization

The undersigned acknowledges the submittal of this Bid constitutes an irrevocable offer for a ninety (90) day period for Mariposa County to award an Agreement. Additional acknowledgment is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in Mariposa County documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by Mariposa County in the verification of the recitals comprising this Bid and also hereby authorizes Mariposa County to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) sections 10410, 10411, and Government Code (GC) section 87100, by the submitting firm and/or any subcontractors listed in the Bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized Representative: Nathan Bamford Partner

Contractor Name: BOP JV

Address: 4740 Rocklin Rd.

Telephone #: 916-251-5500

City, State Zip: Rocklin, CA 95677

Email: nbamford@bamfordinc.net

Signature of Authorized Representative: NATHAN

Date Signed: 9/23/22 nch

Attachment

02 Bidders Bond

Attachment: Exhibit B. 1 - BOP Cost Proposal (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John Hopkins, Steve Williams, Joseph H Weber, Bill Rapp, Renee Ramsey, Elizabeth Collodi, Phil Watkins, Mindy Whitehouse, John J Weber, Jason March, Matthew Foster, Sara Walliser, Jennifer Lakmann, Breanna Boatright, Jessica Monlux, K Corey Ward, Deanna Quintero, Samantha Watkins, Mary Collins, Brad Espinosa, Paula Senna, Pamela Sey, Tony Clark, Kathleen Le Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of April, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of April, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of September, 2022.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Attachment: Exhibit B. 1 - BOP Cost Proposal (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Attachment: Exhibit B. 1 - BOP Cost Proposal (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California)
County of Placer)

On 9/26/2022 before me, Alana Banayat-Forney, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Nathan Bamford
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

ALANA BANAYAT-FORNEY
Comm. #2398212
Notary Public · California
Placer County
Comm. Expires Mar 23, 2026

Signature Alana Banayat Forney
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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Attachment: Exhibit B. 1 - BOP Cost Proposal (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

Bid Bond

CONTRACTOR:
(Name, legal status and address)
BOP, A Joint Venture
4740 Rocklin Road
Rocklin, CA 95677

SURETY:
(Name, legal status and principal place of business)
Zurich American Insurance Company; Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196
Western Surety Company
151 N. Franklin St., 17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Mariposa County
4639 Ben Hur Road
Mariposa, CA 95338

BOND AMOUNT: Ten Percent of the Amount bid (10% of amount bid)

PROJECT:
(Name, location or address, and Project number, if any)
2022 Oak Fire: Debris & Hazard Tree Removal Services

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of September, 2022

BOP, a Joint Venture
(Principal) *(Seal)*

(Witness)

(Title)

Zurich American Insurance Company; Fidelity and Deposit Company of Maryland; Western Surety Company
(Surety) *(Seal)*

(Witness)

(Title) Attorney In Fact
Elizabeth Collodi

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

Attachment: Exhibit B. 1 - BOP Cost Proposal (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

BOP | A JOINT VENTURE

Rocklin, CA

EXHIBIT C

REQUIRED CONTRACT CLAUSES FOR FEMA PUBLIC ASSISTANCE PROGRAM CONTRACTS

If the President of the United States authorizes the FEMA Public Assistance Program for the 2022 Oak Fire, the following clauses shall apply to this Agreement unless California law imposes a more restrictive standard.

A. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Attachment: Exhibit C - FEMA PA Provisions (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding *paragraph (1) and the provisions of paragraphs (1) through (8)* in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Attachment: Exhibit C - FEMA PA Provisions (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions; cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

1. ***Overtime requirements.*** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one (1) and one-half (1/2) times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of twenty-seven dollars ($27) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. ***Withholding for unpaid wages and liquidated damages.*** The State of California shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. ***Subcontracts***. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

C. CLEAN AIR ACT

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1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. section 7401 et seq.
2. The contractor agrees to report each violation to the California Air Resources Board and understands and agrees that the California Air Resources Board will, in turn, report each violation as required to assure notification to Mariposa County, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding one-hundred and fifty-thousand dollars ($150,000) financed in whole or in part with Federal assistance provided by FEMA.

D. THE FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 et seq.
2. The contractor agrees to report each violation to the State Water Resources Control Board and understands and agrees that the State Water Resources Control Board will, in turn, report each violation as required to assure notification to Mariposa County, the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding one-hundred and fifty-thousand dollars ($150,000) financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION CLAUSE

1. This contract is a covered a transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. section 180.995), or its affiliates (defined at 2 C.F.R. section 180.905) are excluded (defined at 2 C.F.R. section 180.940) or disqualified (defined at 2 C.F.R. section 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by Mariposa County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Mariposa County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further

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agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. BYRD ANTI-LOBBYING CLAUSE

Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended)

Contractors who apply or bid for an award of one-hundred thousand dollars ($100,000) or more shall file the required certification. Each tier certifies to the tier above that it will not and has not been used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this Federal contract, grant, loan, or cooperative agreement , the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand

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dollars ($10,000) and not more than one-hundred thousand dollars ($100,000) for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. section 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official Date

_____
Name and Title of Contractor's Authorized Official

G. PROCUREMENT OF RECOVERED MATERIAL

1. In the performance of this contract the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
   a. Competitively within a timeframe providing for compliance with the contract performance schedule;
   b. Meeting contract performance requirements; or
   c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

H. DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

1. Definitions

Attachment: Exhibit C - FEMA PA Provisions (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause.

2. Prohibitions

   a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

   b. Unless an exception in paragraph 3. of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

      i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

      ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

      iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

      iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions

   a. This clause does not prohibit contractors from providing—

      i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

      ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

   b. By necessary implication and regulation, the prohibitions also do not apply to:

      i. Covered telecommunications equipment or services that:

         1. Are not used as a substantial or essential component of any system; and

         2. Are not used as critical technology of any system.

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ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting Requirement

a. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 4.b. of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph 4.a. of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph 4.b.i. of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts

The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

J. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

1. The Contractor agrees to provide Mariposa County, the California Governor's Office of Emergency Services, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.

3. The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

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4. In compliance with the Disaster Recovery Act of 2018, the Department of Resources, Recycling, and Recovery and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

K. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

L. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

M. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

N. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action pertaining to this contract.

O. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1) – (5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

P. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to the Department of Resources, Recycling, and Recovery a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Department of Resources, Recycling and Recovery or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Department of Resources, Recycling, and Recovery data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Department of Resources, Recycling, and Recovery.

Attachment: Exhibit C - FEMA PA Provisions (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

ATTACHMENT C – Reference Documents
http://bit.ly/3KZcjsm

Attachment: Attachment C - Refrences (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

Mariposa County
Department of Public Works

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

Team, Service, Stewardship

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

REQUEST FOR PROPOSALS
September 8, 2022

2022 Oak Fire: Disaster Debris & Hazard Tree Removal Services

NOTICE TO PROPOSERS

The County of Mariposa is seeking proposals from qualified contractors to review and respond to this Request for Proposal titled "2022 OAK FIRE: DISASTER DEBRIS AND HAZARD TREE REMOVAL SERVICES". The County anticipates awarding one (1) Agreement to perform work within Mariposa County.

EMERGENCY SOLICITATION: Mariposa County is soliciting this Agreement under the authority of Ordinance No. 1178 adopted August 30, 2022.

PROCESS SCHEDULE: This process will be conducted according to the following tentative schedule, where all times are Pacific Time:

SCHEDULE	DATE
Advertisement Date	September 8, 2022
Mandatory Pre-Proposal Conference @ 8:00 A.M.	September 15, 2022
Written Questions Due by 5:00 P.M.	September 20, 2022
Sealed Proposals Due before 2:00 P.M.	September 26, 2022
Public Cost Proposal Opening @ 2:00 PM	September 26, 2022
Notice of Intent to Award Announced (estimated)	October 4, 2022

SERVICES NEEDED: The County will manage coordinated Structural Debris and Hazard Tree Removal Operations in an expedited manner while protecting public health and safety and the environment.

Structural Debris Removal Function: This work will include the preparation, removal, transport, and recycling or disposal of metals, ash, debris, concrete foundations and flatwork, potentially dangerous trees, and contaminated soil on residential properties included in the Structural Debris Removal Function. For the Structural Debris Removal Function, a "potentially dangerous tree" is defined as a tree that poses a risk to debris removal and hazard tree removal crews. These trees are removed at the contractor's expense.

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

Some commercial properties will also be included in this program at the direction of the County. These properties will be addressed in Item 7 and Item 8 of the Cost Proposal Items. Receiving facilities will be identified by the proposer. A list of landfills that are capable of accepting ash and debris from these Operations is included in Attachment C, Reference Documents. Even though the contractor may be engaged in making arrangements for using receiving facilities or temporary facilities, and providing recommendations on receiving or temporary facilities to the County, the County will ultimately be directing the use of receiving facilities for contractors to use on these operations.

Currently, the County estimates that 127 residences were destroyed in the Oak Fire. The estimated residential properties listed above are only preliminary estimates; actual quantities of structures are not guaranteed and may vary from the estimates substantially, either higher or lower, after the contract is awarded.

Hazard Tree Removal Function: In addition to the Structural Debris Removal Function, and for the purposes of addressing the immediate threat to public safety due to hazard trees, the County has also authorized a Hazard Tree Removal Function. For this program, a "Hazard Tree" is defined as stated in "Abbreviations and Definitions."

The County estimates that 4,500 hazard trees will be eligible for removal under this Function. This is only a preliminary estimate; actual quantities of hazard trees are not guaranteed and may vary from the estimates substantially, either higher or lower, after the contract is awarded. Some factors that may cause a change in hazard tree count include, but are not limited to:

- The number of hazard trees estimated is under or overestimated.
- The actual number of hazard trees to be removed will be determined by the County's Assessment and Management Contractor's arborists.
- The participation rate for private property owners in the Consolidated Debris Removal Program is less than 100 percent.
- Other unforeseen factors at the time of this RFP publication.

Combined Programs: Participation in the County's Consolidated Debris Removal Program (County Program) is voluntary. Property owners are required to complete and sign a Right of Entry (ROE) permit to participate in the County Program. The ROE permit is the enrollment mechanism and authorizes the County and its contractors to perform work. Public entities may also enroll parcels in the County Program. The County does not control nor guarantee the ultimate number of ROE permits received. As a result, the County also does not control or guarantee the number of enrollees in the County Program.

None of the estimated Structural Debris or Hazard Tree quantities or overall contract dollar amounts are guaranteed by the County. The scheduled duration of the work is also not guaranteed by the County. The quantity of Structural Debris and/or Hazard Trees removed as part of these operations and applicable to this RFP is subject to change based on the discretion of the County, site conditions unforeseeable to the County at the time of this RFP solicitation, property owner participation in the County program, and other unanticipated factors. Potential proposers are advised to submit proposal schedules accordingly as no rate changes will be allowed for quantity variations.

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

The deployment of Structural Debris or Hazard Tree removal crews will be dictated by Mariposa County's Debris Removal Operations Center (DROC) based on the ROEs received and operational needs. The anticipated deployment schedule for these crews is listed in the Sample Standard Agreement (Attachment B), Exhibit A, Section 11 "Operational Milestones and Mobilization Requirements."

CONTRACT TERM: The term of the agreement will span approximately six (6) months and the anticipated start date is October 10, 2022, subject to the County's Notice to Proceed**.**

CONTRACT BUDGET: Subject to the availability of funds and approval by the County, the total estimated cost is $12,000,000.00.

The County reserves the right to amend the budget for the agreement represented by this RFP as needs arise.

QUALIFICATIONS: Proposer must demonstrate that proposer and proposers' firm (or joint venture) is qualified to perform the work as described herein, which includes, but is not limited to, prior project/work experience completing a minimum of three (3) projects of similar size (or larger) and scope within the previous five (5) years, performing as either a prime contractor or subcontractor. See Attachment(s) 6 and 7 to demonstrate this requirement.

DBE: The County affirms that in any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this RFP.

LICENSES REQUIRED TO PROPOSE: All required licenses, certifications, and registrations must be current and active at the time of proposal submission. All required licenses, certifications, and registrations must be maintained in good standing throughout the term of the agreement. Lapses occurring after proposal submission may be grounds for disqualification or contract termination.

CSLB License: The prime contractor (the joint venture if the bid is submitted by a joint venture) must possess a valid and active Contractors State License Board (CSLB) General Class A, General Engineering license with a Hazardous Substance Removal Certification (HAZ) issued by the State of California. Subcontractors cannot be used to fulfill this requirement.

DIR Registration: The prime contractor (and each individual member of a joint venture, if the proposal is submitted by a joint venture) must be currently registered with the Department of Industrial Relations (Labor Code sections 1725.5, 1771.1).

LTO: The prime contractor or a subcontractor must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type "A"). If joint venture, a minimum of one individual member must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type "A").

Proposed subcontractors felling trees must have a CAL FIRE Licensed Timber Operator (LTO) Commercial License (type "A").

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

The LTOs must also be capable of directionally falling timber away from structures, power lines, and roadways in urban and semi-urban settings. If the LTO is required to fell trees in proximity to power lines, the LTO shall be pre-approved or pre-certified to do so by the local electric utility.

LTOs will be checked against CALFIRE License List (ca.gov). Proposers are advised to verify the listing prior to proposal submission.

MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held on the date and time indicated in the PROCESS SCHEDULE. Proposers must attend the entire meeting in order to be eligible to propose.

The mandatory pre-proposal conference will be held in-person at the Mariposa County Board of Supervisors Chambers, 5100 Bullion Street, Mariposa, CA 95338 in the conference room. Following the Pre-Proposal Conference, proposers are invited to survey the burned area from public roads (proposers may not enter private properties unless authorized to do so by the landowner).

SEALED PROPOSAL PACKAGE: The County will receive sealed proposal packages at the Mariposa County Board of Supervisors Chambers, 5100 Bullion Street, Mariposa, CAby the date and time indicated in the Process Schedule. Refer to Section 1, INSTRUCTION TO PROPOSERS for Proposal Package contents and submission instructions.
Mariposa County must receive packages delivered in person before the Sealed Proposal Package due date and time as noted in the Process Schedule section of this RFP.

It is the responsibility of the Proposer to ensure timely delivery of the proposal package Proposers hand-delivering their proposal package should allow extra time for potential delays, such as traffic and sparse parking. The proposals shall include all the requirements of this RFP and comply with any addenda issued prior to the proposal submission deadline.

PUBLIC COST PROPOSAL OPENING: A public cost proposal opening will be held on the date and time listed in the Process Schedule at the Mariposa County Board of Supervisor Chambers, 5100 Bullion Street, Mariposa, CA. At the public proposal opening, all qualified proposals received will be opened and recorded onto a Preliminary Cost Proposal Tabulation, which will be posted to the County's contracts website at https://www.mariposacounty.org/bids.aspx under the solicitation following the proposal opening.

WORK SCHEDULE: Contractors selected under this RFP shall be ready to commence mobilization upon issuance of a Notice to Proceed (NTP). The overall intent of the operation is toremove all eligible Structural Debris from private, commercial, and public properties with approved ROEs, and remove, process as necessary, and transport right-of-way and/or private property hazard trees to currently operating and permitted recycling, disposal, and wood materials end-use facilities permitted to receive the wood materials according to all applicable laws.

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The removal of bulk debris is anticipated to be completed by November 30, 2022, with remaining field work lasting an additional four (4) months for a total agreement term of six (6) months.

Structural Debris and Hazard Tree removal work will generally be authorized Monday through Saturday from the hours of 0700 to 1800 or as directed by the County. Every fifth Saturday will be a non-working day and considered a safety stand-down day. The parameters for workdays are further defined in the “Abbreviations and Definitions” section of this RFP.

AGREEMENT: The Contractor is required to deploy crews, as directed by the County, to meet the number of operational crews as listed in the Sample Standard Agreement (Attachment B) Exhibit A, Section 14 "Operational Milestones, Mobilization Requirements, and Metrics." If a contractor fails to provide the stated number of crews (for either Program), within the timeframe noted for each milestone or directed by the County, the County reserves the right to terminate the agreement and enter into a new agreement with the next lowest proposer. In the event that theCounty terminates an Agreement for causethe County reserves the right to contract with the next lowest proposer and charge the difference in price to the Contractor.

LABOR CODE: Where applicable, pursuant to California Labor Code, Section 1774, the contractor to whom the contract is awarded, and any subcontractor under them, shall pay not less than the specified general prevailing wage rates to all workers employed in the execution of the contract.

PAYMENT WITHHOLD: The provisions for payment under the agreement will be subject to a five percent (5%) withholding. Contractor acknowledges that the agreement is subject to five percent (5%) withholding pursuant to California Public Contract Code (PCC) section 10346. The withheld payment amount will be included in the final payment to the contractor. The 5% withheld amount will only be released upon the County’s verification of completion of all work, to the satisfaction of the County. Under no circumstances shall the withheld payment be released prior to the County’s verification of contractor’s services satisfactorily rendered.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA): If FEMA Public Assistance is authorized for the Oak Fire, the contractor shall comply with all FEMA Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 C.F.R. sections 200.317-327. The County will notify the Contractor if FEMA Public Assistance is authorized.

MARIPOSA COUNTY CONTACT INFORMATION: In the opinion of the County, this RFP is complete and without the need for explanation. However, if you have questions, or need any clarifying information, contact the contract administrator for this RFP as listed below.

Please note that no *verbal* information given will be binding upon the County unless such information is issued in writing as an official addendum.

Mailing Address
Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338
Attn: Engineering Division

RFP Contact
Matthew Hespenheide, County Engineer
Email: mhespenheide@mariposacounty.org
Phone: (209) 966-5356

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

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ABBREVIATIONS AND DEFINITIONS

General

Unless the context otherwise requires, wherever in this solicitation or addenda, the following abbreviations and terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as provided in this Section.

Working titles having a masculine gender, such as “draftsman” and “journeyman” and the pronoun “he”, are utilized in these provisions for the sake of brevity and is intended to refer to persons of either sex.

ADA	Americans with Disabilities Act
APN	Assessor’s Parcel Number
Cal EPA	California Environmental Protection Agency
CCR	California Code of Regulations
C.F.R.	Code of Federal Regulations
CM	Contract Manager
DROC	Debris Removal Operations Center (interchangeable with “Incident Management Team”)
DVBE	Disabled Veteran Business Enterprise
EPA	Environmental Protection Agency (Federal Government)
FPR	Forest Practice Rules
GC	Government Code
IMT	Incident Management Team (interchangeable with “Debris Removal Operations Center”)
LTO	Licensed Timber Operator
OSDS	The Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS)
PCC	Public Contract Code
PPDR	Private Property Structural Debris Removal– a FEMA defined term
ROE	Right of Entry
SB	Small Business
SOW	Scope of Work
U.S.C.	United States Code

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

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Definitions

214 Forms (ICS 214 Forms): The Activity Log (ICS 214) records details of notable activities at any ICS level, including single resources, equipment, Task Forces, etc. These logs provide basic incident activity documentation and a reference for any after-action report.

Agreement: The written agreement covering the performance of the work and furnishing of labor, materials, tools, and equipment in providing the work. The Agreement shall include the Standard Agreement, RFP, Exhibits, Bid submittal, general and specific terms and conditions, Work Orders, and supplemental agreements, which may be required to complete the work in a substantial and acceptable manner.

Assessor's Parcel Number (APN): The unique number assigned to each parcel of land by the county tax assessors. Refer to *Site.*

Assessment & Monitoring Contractor (also A&M Contractor, A&M Consultant, or Consultant): The person or persons, firm, partnership, corporation, or his or their legal representatives or designee or combination thereof, which has entered into an Agreement with Mariposa County to assess and monitor the contractor(s) compliance with the Scope of Work.

Bay: Individual residence within an APN. Typically applies to mobile home/trailer park properties.

Cal EPA: The California Environmental Protection Agency.

Mariposa County Staff: Staff of the County of Mariposa.

Change Order: A change order is a legally binding document used to change the contract for revised scope of work and/or time. A valid, fully executed change order requires the signature of both Mariposa County and the Contractor signifying mutually agreed-upon terms.

Cleanup Goal Report: The A&M Contractor shall develop a cleanup goals report based on local soil samples to each burn scar included in each Operation and on state and federal standardized environmental cleanup requirements. Scope of Work consists of collecting soil samples from across the fire impacted areas. Background levels of heavy metals are considered when determining cleanup goals to ensure that resources are not allocated to removing soil concentrations that may be above the health-based standards but are not related to the debris from the incident.

Community Costs: Operational labor, materials, and other related costs that cannot be directly attributable to any specific property as part of the Operations.

Contract Manager (CM): A person designated by Mariposa County to manage performance under a contract.

Contractor: A party contracting with the awarding agency. Vendor is often used synonymously with contractor.

Contractor's Environmental Compliance Liaison (ECL): DDHTR Contractor's staff responsible for ensuring that the DDHTR Contractor meets all of the environmental permit requirements and all EPP BMPs are properly implemented, as described in Exhibit A.

The ECL shall possess a Bachelor's Degree (or higher degree) in environmental science, geography, environmental engineering, or another applicable field of science.

Contractor's Registered Professional Forester (RPF) Liaison: The Contractor's RPF Liaison will oversee, monitor, and manage the hazard tree removal operations and related activities for the Contractor,

within their respective contract area, and make sure their Operation follows the Forest Practice Rules, all applicable timber harvest documents, and the EPP, as described in Exhibit A.

Crew:

Structural Debris Removal Crew: A "crew" is defined relative to a standard structural debris removal crew, which includes four (4) personnel (two operators and two labor personnel), all equipment, supplies, portable restrooms, hand sanitation stations, and ancillary supplies.

Hazard Tree Removal Crew: A hazard tree removal crew is defined as all personnel, equipment, and supplies necessary to fell, process, and remove hazard trees.

One (1) crane or rubber tired and/or rubber tracker bucket rig

A. One to two (1 – 2) tree fallers or heavy equipment for tree falling, such as a feller buncher
B. One to two (1 – 2) laborers for processing fallen timber
C. One (1) skid steer or excavator for handling timber onsite
D. One (1) track or tow-behind chipper
E. Appropriate quantity of log trucks, grapple trucks, high-side dump trucks, or other trucks for removing wood material to a processing facility or end user and any equipment needed to load wood material onto trucks.

Mariposa County may approve alternate crew makeups if the DDHTR Contractor evidences the need for different personnel or equipment. A Hazard Tree Removal Crew consists of between two (2) and seven (7) DDHTR Contractor personnel.

These crews will also include all equipment, supplies, portable restrooms, hand sanitation stations, and ancillary supplies.

Day: Unless otherwise indicated, a "day" or "days" refers to a working day(s), Monday through Saturday.

Disabled Veteran Business Enterprise (Certified): A business that has been certified by the State of California, Department of General Services, Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as Disabled Veteran Business Enterprise (DVBE) as defined in Military and Veterans Code 999 et. seq. and 2 California Code of Regulation (CCR) 1896.60.

Disaster: "Disaster" means fire, flood, storm, tidal wave, earthquake, terrorism, epidemic, or other similar public calamities that the Governor determines presents a threat to public safety. (19 CCR section 2900(g))

Disaster Debris and Hazard Tree Removal (DDHTR) Contractor: The Contractor hired to remove disaster debris and hazard trees under this Agreement.

Duly Authorized Representative: Means the duly authorized employee of the Contractor that has the authority to represent the Contractor and sign documents pertaining to the Contracts and submit invoices to Mariposa County.

Easement: A legal right to cross or otherwise use another's land for a specified purpose. An easement may be expressed or implied.

Federal Assistance: "Federal Assistance" means aid to disaster victims or local agencies by the federal government pursuant to federal statutory authorities. (19 CCR section 2900(m))

Finance & Administration Team: Mariposa County staff responsible for finance and administration tasks related to this Agreement.

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Finance Section Chief/Finance Unit Leader: Mariposa County employee who tracks Operation-level costs and reimbursements for the Operation. The Finance Section Chief/Finance Unit Leader may also serve as the Contract Manager. One or more Deputy Finance Section Chiefs/Assistant Finance Unit Leaders may be assigned as needed.

Hazard Tree: A tree so damaged by a fire that it possesses an imminent threat of falling onto public Right-of-Way (ROW), other improved public property, or other infrastructure – as approved by the Incident Management Team (IMT). See the Special Provisions for additional criteria.

Holidays: Those days designated as State holidays in the Government Code.

Incident: See *Operation*.

Incident Action Plan (IAP): A formal plan which documents incident goals, operational period objectives, and the response strategy defined by incident command during response planning. It contains general tactics to achieve goals and objectives within the overall strategy, while providing important information on event and response parameters.

Incident Commander: The person responsible for all aspects of an emergency response; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved. The incident commander sets priorities and defines the organization of the incident response teams and the overall incident action plan.

Incident Command System: A standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

Incident Management Team (IMT): Designated personnel who provide support to incident management at the Incident or Branch Level. Includes the Director, Planner, Debris Group Supervisor, Finance Unit Leader, and Logistics Unit Leader, and their respective designees.

Individual Property Cost: Operational labor, materials, and other related costs that can be directly attributable to a specific property for which such costs were expended as part of the Operations.

Legal Holiday: See *Holidays*.

Lot: See *Site.*

LTO: Licensed Timber Operator

Notice to Proceed: A Notice to Proceed (NTP) is a notification from Mariposa County informing the Contractor it shall begin work under the Operation.

National Environmental Policy Act (NEPA): “NEPA” means the National Environmental Policy Act (Title 42 United States Code section 4321 et seq.). (19 CCR section 2900(s))

Operation: The full scope of work of Structural Debris Removal and Hazard Tree Removal services described in Exhibit A and the Special Provisions. May also be referred to as “Incident” or “Project”.

Operational permits enforced by CalFire: Forest Practice Rules (FPR) under 14 CCR 1104.1(b) (Public Agency, Public and Private Utility ROW Exemption) and 14 CCR 1038(b) (10% Dead, Dying, Diseased Trees) or the NEW 2020 Exemption 14 CCR 1038(g) (Post-Fire Recovery Exemption).

Operations Section Chief: Oversees and directs all tactical staff and operations for the Structural Debris and Hazard Tree Removal Operations throughout the Operational area. For this agreement, used interchangeably with Debris Group Supervisor (DGS).

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Operations Superintendent: Reports to the Contractor's field supervisor who is responsible for overseeing/directing and supporting multiple DDHTR crews, as determined by the Project Manager.

Over Excavation: "Over Excavation" occurs when the IMT designates a property as having had an unreasonable amount of material removed for site conditions. The IMT may base an Over Excavation determination upon factors including, but not limited to, relative quantity or ratios of materials removed compared to other Operation properties, field observations, analytical data, and/or other available information.

Parcel: See *Site*.

Planning Section Chief: Works directly with the Incident Commander, to plan and coordinate Debris and Hazard Tree Removal resources for the multiple activities throughout the Incident Management Team. For this agreement, used interchangeably with Branch Planner (BP).

Programs: The Structural Debris Removal Program or the Hazard Tree Removal Program.

Project: Refer to *Operation*.

Program Manager: In addition to the responsibilities described in the Description of Work, the Program Manager is the DDHTR Contractor's representative for all work performed under this Agreement. All official correspondence, reports, submittals, billings, and other work done under this Agreement shall be reviewed and signed by the Program Manager prior to submittal to Mariposa County.

Property: See *Site.*

Public Cost Proposal Opening: A public meeting, where the sealed cost proposal is submitted by a Proposer on an advertised Operation, is opened, and a determination is made as to the apparent low proposer.

Rejected Load: A "Rejected Load" occurs when either: 1) A receiving facility refuses to accept a load as classified, or 2) the IMT designates a load as being misclassified. The IMT may base a determination of designation of a load as being "misclassified" upon factors including, but not limited to, relative quantity or ratios of materials removed compared to other Operation properties, field observations, analytical data, and other available information.

Resource Monitors: Professional staff, including Registered Professional Foresters, biologists, and archaeologists, provided by the A&M Contractor that will assist in the oversight and implementation of the EPP and Timber Harvest Documents during the Operation for the purpose of protecting the environmental and cultural resources present. Local tribal nations may also provide tribal monitors to assess for native artifacts that DDHTR Contractors' ground-disturbing activities may unearth.

Right of Way (ROW): "Right-of-way" generally means that portion of real property granted to a public or quasi-public entity to utilize said property for public street, drainage, or utility purposes.

Right-of-Way Segment: A reasonable Operational portion of a public right of way.

Right of Entry (ROE): "Right of Entry" refers to the Operational staff to access private property (parcel of land) with permission via the ROE form.

Scope of Work: The description of work required of a contractor by the awarding agency.

Section 106: Section 106 of the National Historic Preservation Act and all associated statutes and regulations, including 36 CFR 61.

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Site: A building or facility, or group of contiguous buildings or facilities with common ownership and within a single APN. A Site may include a "Property," "Lot," "Bay," or "APN" as defined in this Agreement (modified, 19 CCR section 2900(gg)).

Small Business (Certified): A business that has been certified by the Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Services (OSDS), as a small business as defined in GC section 14837 and 2 CCR section 1896.

State Contract Law: The Public Contract Code and other applicable laws that form and constitute a part of the provisions of this Agreement to the same extent as if set forth herein in full.

State Eligible Costs: "State Eligible Costs" means all Operation costs eligible under Government Code sections 8680 et seq., and shared costs of Operations deemed eligible for federal public assistance, after offsetting applicable credits. (19 CCR section 2900(kk)).

Stormwater Specialist: The DDHTR contractor will assign a Stormwater Specialist who is a Qualified Stormwater Pollution Prevention Plan Practitioner (QSP) and who is familiar with rural and urban applications of erosion and sediment control. The Stormwater Specialist will oversee applicable work on roads, debris sites, and support facilities, will manage NPDES compliance, and will manage the response to accidental spills. The Stormwater Specialist will also coordinate the documentation of removal, maintenance, and deployment of intermediate and final erosion/sediment control and shall record such measures in a County designated or approved database in coordination with the A&M Contractor.

Subcontractor: A person or entity which contracts with the Contractor to perform all, or a portion of the work as specified in the Scope of Work.

Task Force: Unit and organizational element having functional responsibility for a specific activity.

Title 22 Metals: California Code of Regulation (CCR) Title 22 (also known as the California Administrative Manual {CAM-17}) metals include: antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, mercury, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc.

Work Authorization: See *Work Order*.

Workday: For the purposes of this Operation, a workday includes reasonable time required to support daily on-site Structural Debris removal operations, including, but not limited to, health and safety briefings, beginning and end of shift briefings, and all-hands safety meetings.

The IMT will determine operational hours for each operational period. Generally, the operational hours will be 7:00 AM to 6:00 PM, unless otherwise designated by the IMT. Workdays are each day from Monday through Saturday except state holidays approved by the IMT and every fifth Saturday, which shall be a Safety Stand-down.

Work Order: A contract document Mariposa County uses to direct contractors on when and where services are necessary. Work Orders detail activities to be completed within the Scope of Work, not to exceed cost, and provide a schedule for completion. The Contractor shall not perform or undertake any work that is not indicated or addressed in a Work Order. A Work Order shall be executed according to the procedures of the "Work Authorization" clause of Exhibit D. The terms "Work Order" and "Work Authorization" are interchangeable.

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Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

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SECTION 1 – INSTRUCTION TO PROPOSERS

1. Introduction

There are conditions that this RFP, submitting Proposers, Proposals, and resulting Agreements are subject to and/or required to comply with. Proposer shall examine these instructions carefully and respond to the solicitation requirements prior to proposal.

All costs resulting from the Contractor's participation in the RFP process are at the Contractor's expense. No costs incurred by the Contractor participating in the RFP process will be reimbursed by Mariposa County.

Proposers shall be aware of the requirements of codes referenced in the Proposal Requirements and in the Contract documents. Proposers may access the codes included in State law through publications or through the internet at https://leginfo.legislature.ca.gov/faces/codes.xhtml

The terms "Bid/Bidder" are used interchangeably and are synonymous with the terms "Proposal/Proposer" for the functional purposes of document.

2. Commitment

Proposer acknowledges and commits that Proposer will, if awarded contract, be in full compliance with all items noted in this RFP and the following contract documents located in the Sample Standard Agreement attached hereto. These include:

- All items noted in the RFP documents
- Sample Standard Agreement, (Attachment B), Exhibits A through C
- Reference Documents, Attachments C

The above terms, conditions, and/or requirements are not subject to negotiation. Any Proposer that reserves a right to negotiate, submits a counteroffer, or expresses any exception to the above terms, conditions, and/or requirements will be disqualified. However, requests to revise any of the above terms, conditions, and requirements may be submitted during the formal question and answer period. Any such requests must include the current language, the proposed revised language, and the justification for the proposed revision. Any revisions are at the sole discretion of Mariposa County and will only be made under very limited circumstances in which the revisions apply to all Proposers and benefit or enhance the Contract.

If the Proposer fails to meet any of the requirements or comply with Mariposa County requests, Mariposa County can reject, disqualify, or remove the firm from the process. Mariposa County is not committed to awarding an Agreement resulting from this RFP.

3. Competence of Proposers

3.1. Business Entity

Proposer and/or Proposer's firm must be in good standing and currently hold any/all required licenses and permits to perform/conduct business in the State of California. If a sole proprietorship, be registered with the city, county, or other local government entity in which the principal place of business is located.

3.2. License

Proposer may only propose work for which Proposer is properly licensed. Refer to NOTICE TO BIDDERS for License Requirements to submit a proposal.

3.3. Suspension and Debarment

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. section 180.995), or its affiliates (defined at 2 C.F.R. section 180.905) are excluded (defined at 2 C.F.R. section 180.940) or disqualified (defined at 2 C.F.R. section 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Mariposa County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Mariposa County including but not limited to suspension and/or debarment.

The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions."

4. Proposer Considerations

4.1. Proposer Responsibility

Proposer shall carefully examine the Proposal Schedule and the Sample Standard Agreement (Attachment B), Exhibit A, Scope of Work.

By submitting a proposal, Proposer acknowledges that the Proposer understands the character, quality, and quantity of Work insofar as this information is reasonably ascertainable from inspection of the work site and Specifications. In addition, Proposer acknowledges that the mandatory pre-proposal conference and Q&A Period(s) offer Proposers timely opportunities to seek Mariposa County's clarification prior to proposal submission.

Failure of Proposer to acquaint themself with available information will not relieve the proposer from responsibility for estimating properly the difficulty or cost of successfully performing the work.

4.2. Mandatory Pre-Proposal Meeting

Proposers must attend the entire meeting as described in the NOTICE TO BIDDERS in order to be eligible to proposer.

4.3. Public Information

Upon final proposal opening, all documents submitted in response to this RFP will become the property of Mariposa County and will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.) and subject to review by the public. Mariposa County cannot prevent the disclosure of public documents; however, the contents of all proposals, correspondence, agenda, Proposer's memoranda, working papers, or any other medium which discloses any aspect of a Proposer's proposal shall be held in the strictest confidence until the contract is awarded. **Mariposa County will**

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

disregard any language purporting to render all or portions of any proposal package confidential.

All information obtained or produced during the course of the Agreement will be made available to Mariposa County.

Any information obtained or produced during the course of the Agreement that qualifies as confidential or a trade secret(s) under the Public Records Act (PRA) or the Public Contract Code (PCC) and is thus exempt from disclosure under those statutes must so be marked by the Contractor prior to submission to Mariposa County.

Mariposa County will hold information obtained or produced during the course of the Agreement deemed confidential or trade secret(s) by the Contractor to the extent allowable by the California Public Records Act and the Public Contract Code

4.4. Electronic Waste Recycling

If the Contractor or any subcontractors participate in activities that result in the disposition of electronic components, they will comply with the provisions of PRC Chapter 8.5.

4.5. Use Tax

If during the course of the Agreement, the Contractor will be involved in the re-sale of goods to the State, they must comply with the requirements of sections 6452.1, 6487, 6487.3, 7101, and 18510 of the Revenue and Taxation Code, in addition to section 10295.1 of the Public Contract Code.

5. Rules and Conditions

5.1. Written Questions and Answers

Proposers needing clarification of the requirements of this solicitation may submit questions to Mariposa County. Refer to the Process Schedule on the NOTICE TO BIDDERS for deadline requirements. All inquiries must be received no later than **Date and Time as indicated on NOTICE TO BIDDERS,** regardless of postmark. If the inquiries are faxed, then the time and date on the fax must not be later than the due date and time.

Oral communications with Mariposa County officers and employees shall be non-binding on the County and shall in no way excuse the Proposer of any obligations as set forth in this package. If Proposers have any questions pertaining to this particular solicitation, all communication should go through Mariposa County's identified point of contact (see NOTICE TO BIDDERS)..

E-mails and/or faxes MUST be clearly marked:

"**Questions Relating to OAK FIRE DEBRIS REMOVAL SOLICITATION**"

The questions and answers will be published in an Addendum to the RFP.

5.2. Addenda

Mariposa County reserves the right to amend, alter, or change the rules and conditions of this RFP.

Any ambiguity, conflict, discrepancy, omission, or other error discovered in the RFP should immediately be reported to Mariposa County prior to the deadline for submission of written questions. Mariposa County will issue addenda to address such issues. Addenda will be

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available on the Mariposa County webpage for this particular solicitation at https://www.mariposacounty.org/bids.aspx.

6. Proposal Package Submission

Failure to follow the instructions contained in this document may be grounds for the rejection of a Proposal. Mariposa County may reject any Proposal if it is conditional, incomplete, or contains irregularities.

Mariposa County may waive an immaterial deviation in a Proposal if deemed in the best interest of Mariposa County. Waiver of an immaterial deviation shall in no way modify the RFP requirements or excuse the Contractor from full compliance with the Agreement requirements.

6.1. Final Proposal Package Content

Proposer must submit the proposal information on the forms provided by Mariposa County (included in this RFP) or included by reference to downloadable form, as indicated on Attachment A, Required Proposal Package Checklist.

Proposal Packages not submitted on the provided forms will be considered non-responsive. All required signatures must be original "wet" signatures by the individual who is legally authorized to contractually bind the Proposer.

Additional Proposal Requirement Documents are supplied by the proposer to establish the responsibility of the proposer. See Section 2, Bid Submittal Items and Descriptions, for detailed additional bid information.

6.2. Proposal Package Submittal Instructions

It is the sole responsibility of the Proposer to see that its bid is received in proper time. Proposal Packages received after the scheduled closing time for receipt of proposals will be returned to Proposer unopened.

All documents must be submitted double-sided on paper with a minimum of 100% post-consumer recycled content fiber.

The remaining Bid Documents shall be submitted in the same order as they appear on Attachment A, Required Proposal Package Checklist.

Failure to submit any of the required documents may be deemed non-responsive, and the bid may be rejected. Deviation of the order of bid submittal documents may result in your bid being deemed non-responsive.

Proposal Packages shall be submitted under sealed cover, must clearly state that it is in response to this RFP. Attachment 1, Cost Proposal Schedule, and Bidders Bond shall be submitted under separate sealed cover.

Bid Packages shall be submitted as directed below:

SINGLE PACKAGE CONTAINING:

1. One (1) unbound reproducible original Proposal Package marked "Original" containing all Attachments and Additional Proposal Requirements **except Attachment 1, Cost Proposal Schedule and Bidders Bond.**
2. One (1) Electronic copy (USB flash drive) of Proposal Package in Adobe Acrobat format containing all Attachments and Additional Proposal Requirements**.** (Proposal is

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responsible for ensuring that the electronic copy is formatted in Adobe Acrobat Reader and viewable by Mariposa County. For any discrepancy, the original Proposal Package is considered the master.)

3. One (1)**, Attachment 1, Cost Proposal Schedule and Bidders Bond *UNDER SEPARATE SEALED ENVELOPE MARKED "COST PROPOSAL – DO NOT OPEN".*** Proposal Package must have the following identifier printed clearly on the package:

2022 OAK FIRE: DISASTER DEBRIS & HAZARD TREE REMOVAL SERVICES
COST PROPOSAL - DO NOT OPEN

Failure to do so may result in a premature opening or failure to open such a bid. Bid Packages improperly marked may be considered non-responsive. Bids received after the bid submission date and time deadline will be considered late and returned to the Bidder unopened.

6.3. Withdrawal and Modification of Proposal Package

Proposals may be withdrawn prior to the deadline for Proposal submissions noted in the NOTICE TO PROPOSERS, provided that a request in writing, executed by Bidder or Bidder's authorized representative, for withdrawal of such bid is filed with Mariposa County via electronic submission or to Mariposa County's physical address as listed in the NOTICE TO PROPOSERS. Withdraw of a proposal shall not prejudice the right of a Bidder to file a new proposal.

A Proposal Package submitted prior to the submittal deadline may be modified by the submitting Proposer. The Proposer must:

- Provide a written request to the contact person listed in the NOTICE TO PROPOSERS.
- The written request must identify the requesting individual and their association to the Proposer

Bids cannot be withdrawn or modified after the submittal deadline has passed.

6.4. Errors in Submittals

An error in a Proposal Package may be cause for rejection of that Proposal. Mariposa County may make certain corrections, if the Proposer's intent is clearly established based on a review of the complete Proposal.

7. Proposal Evaluation and Public Cost Proposal Opening

7.1. Public Cost Proposal Opening

At the date and time specified in the NOTICE TO PROPOSERS, Mariposa County will conduct the Public Cost Proposal Opening. The Public Cost Proposal Opening will be conducted at Mariposa County Public Works, 4639 Ben Hur Road, Mariposa, CA. Mariposa County will tabulate the results from the Public Cost Proposal Opening and determine who is the apparent low bidder.

7.2. Evaluation of Proposals

Following the Public Cost Proposal Opening, Mariposa County will evaluate each Proposal and determine whether the Proposal evidences that the Proposer meets the minimum qualifications of this RFP. Mariposa County will evaluate Proposals on a pass/fail basis. To receive a "pass" score and be considered responsive, the Proposal must comply with all requirements in this RFP. If a Bid package does not meet all of the requirements set forth

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in this RFP, it may be considered non-responsive and rejected from further competition. Once Mariposa County has completed the evaluation of all proposals, it will publish a Notice of Intent to Award signalling who the lowest cost responsive proposer is.

7.3. Rejection of Proposals

All proposals may be rejected whenever the determination is made that the proposals received are not competitive, when the cost is not reasonable, when the cost exceeds the amount expected, or when it is determined to be in the best interest of the County.

Additionally, a proposal may be rejected if:

- It is received after the due date and time for submittal;
- The proposal submittal is unsigned;
- The Cost Proposal Schedule is not prepared as required by the RFP;
- Non-compliance with Labor Code section 1771.1(a) (DIR registration for Prime and Subcontractors required);
- Any items or information required by the RFP are not included with the submittal;
- All published addenda are not acknowledged;
- There are undisclosed, inaccurate, or incomplete disclosures of conflicts of interest.

Mariposa County reserves the right to reject a proposal as nonresponsive if the prices in the proposal are materially unbalanced between line items or sub-line items. A proposal is materially unbalanced when it is based on prices significantly less than the cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the proposal will result in the lowest overall cost to the Mariposa County even though it may be the low evaluated proposal, or if it is so unbalanced as to be tantamount to allowing an advance payment.

No proposal may be rejected arbitrarily or without reasonable cause.

8. Award of Contract

Award of these Agreements will be to the lowest responsive responsible Proposers meeting all of the RFP requirements.

Mariposa County reserves the right not to award an Agreement.

The deployment timeline for this Agreement, which is identified in Section 14, “Operational Milestones, Mobilization Requirements, and Metrics” of Exhibit A (Attachment B), will begin immediately upon delivery of the Notice to Proceed. The identified timeframes will be strictly enforced.

9. Post Award and Contract Execution

Awarded Contractor and the resulting contract will be subject to the provisions in this RFP and the Sample Standard Agreement (Attachment B).

9.1. Governance

If any provisions of the Agreement resulting from this RFP are found to be unlawful or unenforceable, then such provisions will be voided and severed from the Agreement without affecting any other provision of the Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that the Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

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The Agreement is governed by and shall be interpreted in accordance with the laws of Mariposa County and the State of California.

All proceedings concerning the validity and operation of this RFP, or the Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Mariposa County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and the place where the obligation is incurred is Mariposa County, California.

The person signing the Agreement on behalf of the Contractor must certify under penalty of perjury under the laws of California that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1 and is eligible to sign an Agreement with Mariposa County. This will be certified on Attachment 2, Bidder Certification.

9.2. Post Award Requirements

Upon Award, Awarded Contractor shall submit and comply with the following:

Performance and Payment Bonds

Awarded Contractor shall furnish bonds, each in the amount of 100 percent of the maximum contract amount, covering the faithful performance of the Contract and payment of obligations arising thereunder.

Insurance

Awarded contractor shall furnish to the County, concurrently with Award of the Contract, evidence of the required insurance meeting the conditions set forth in Sample Standard Agreement (Attachment B).

9.3. Contractor Signature

The Contract shall not be binding upon the County until it is executed by the Contractor and the County. Contract documents required for the execution of the Contract consist of the document included herein as Sample Standard Agreement (Attachment B).

Should the Contractor begin work in advance of receiving notice that the Contract has been approved, any work performed in advance of the date of Notice to Proceed (NTP) shall be considered as having been done at risk as a volunteer. In no event shall the Contractor commence work until the Contractor has received notification from the County that the certificate of insurance has been approved.

10. Bidder Certifications and Acknowledgements

By submitting a bid, Bidder certifies and acknowledges the terms, conditions, and/or requirements set forth in this RFP and the contract documents located in the Sample Standard Agreement attached hereto. The bidder is advised to read these provisions carefully prior to submitting a bid. Contract terms, conditions, and/or requirements are not subject to negotiation.

If the Bidder fails to meet any of the requirements or comply with Mariposa County requests, Mariposa County can reject, disqualify, or remove the firm from the process. Mariposa County is not committed to award an Agreement resulting from this RFP.

END INSTRUCTION TO PROPOSERS

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SECTION 2 – PROPOSAL SUBMITTAL ITEMS AND DESCRIPTION

11. Description of Proposal Package Forms

As indicated, Bid Package Forms are included as part of the RFP or included by reference to downloadable form.

Bid Package must contain the following:

Attachment 1 – Cost Proposal Schedule:

Complete and submit the included Cost Proposal Schedule.

Cost Proposal Schedule must be submitted *under a separate seal* with the Bid Bond. (See Section 2, Part 12, Description of Additional Proposal Requirements, below).

Attachment 2 – Proposer Certification:

Complete and submit the included Proposer Certification to acknowledge and certify to all items contained therein. Proposer Certification must be signed by the individual who is legally authorized to contractually bind the Proposer .

Attachment 3: Proposed Subcontractors Lists:

Complete and submit the included Proposed Subcontractors List to list the name, location, license number, and registration number of all subcontractors who will be employed and the kind of work which each will perform in the completion of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of total bid All subcontractor licenses must be current and active at the time of the bid. Listed subcontractors must be registered with the DIR in order to be listed for and to engage in the performance of the Work.

For listed LTO subcontractors, a copy of the LTO License must be attached as part of Attachment 3.

Attachment 4 – Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (As Amended):

Bidder is required to submit the included certification in compliance with 44 C.F.R. Part 18, Certification Regarding Lobbying. See Sample Standard Agreement (Attachment B), Exhibit G, for FEMA contract provisions and for more information.

Attachment 5 – Required Personnel Questionnaire, Organization, and Resumes:

Bidder Proposer shall complete the included Required Personnel Questionnaire documenting the professional qualifications and subject matter expertise of each required team member as listed in Attachment 5.

Proposer shall attach an Organizational Chart identifying each listed team member, a resume for each listed team member, and copies of HAZWOPER Certifications for applicable team members (as instructed in Attachment 5). Additional personnel may be included as instructed.

Proposer shall adhere to the below organizational chart structure (as an example) when completing this requirement:

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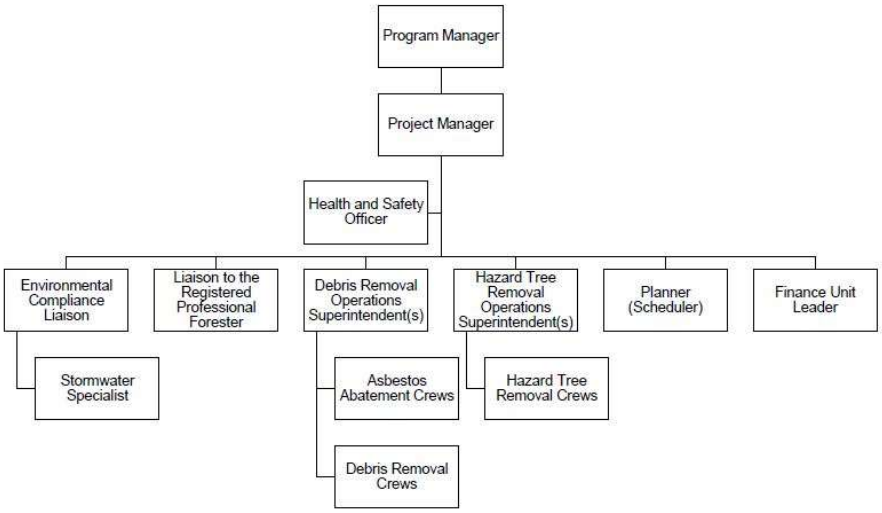
Example Organizational Chart:



Attachment 6 – Business Entity Requirement Questionnaire:

Proposer must complete the included Required Business Entity Questionnaire documenting the qualifications of the business.

The questionnaire summarizes the Contractor's (or the Joint Venture's) experience providing the types of services required in this RFP and or similar applicable environmental cleanup operations.

Attachment 7 – Customer Reference Form:

Proposer must demonstrate the required qualifications by submitting three (3) verifiable references for projects similar in size (or larger) and scope as described herein.

Proposer must complete Part 1 of the included Customer Reference Form for each reference. Proposer shall then supply the form to the Customer Reference, who shall complete Part 2 and return it to Proposer.

For purposes of References, work performed as a member of a Prime Contractor JV shall be considered work performed as a Prime Contractor.

References submitted on Attachment 7 shall conform to the below descriptions:

A. One (1) Reference from a project within the past five (5) years that was performed by the Prime Contractor as a prime contractor in an amount of at least $5,000,000.00.

   Project must be for one of the following types: Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up.

B. One (1) Reference from a project within the past five (5) years that was performed by the Prime Contractor as a prime contractor or subcontractor in an amount of at least $5,000,000.00.

Project must be for one of the following types: Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up.

C. One (1) Reference from a project within the past five (5) years that was performed by the Prime Contractor or a subcontractor to the Prime Contractor, as listed on Attachment 3, if said subcontractor will perform at least 50% of the Hazard Tree Removal Function work of this Operation,in an amount of at least $1,000,000.00. The reference project may have been performed either as prime contractor or subcontractor.

Project must involve the removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company.

Mariposa County will validate customer references by any means necessary or appropriate, including email, voice, or electronic conferences. Proposer are responsible for maintaining contact with their referencing customers to ensure their prompt responses to Mariposa County's validation inquiries.

If a reference or project experience is unable to be verified, it may be disregarded. Because of the extremely short period for proposal evaluation, Mariposa County reserves the right not to disqualify a proposal if some references cannot be verified in the time scheduled. It is to the Proposer's benefit to inform its references that they may be contacted by Mariposa County regarding this RFP during the anticipated review period, and their quick response would be helpful to the Bidder's cause

Darfur Contracting Act

Bidder must complete, as instructed, and submit the Darfur Contracting Act included by reference and available for download located at: http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf

PCC section 10475 through 10481 apply to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either: a) not a scrutinized company or b) a scrutinized company that has been granted permission by the DGS to submit a proposal.

A scrutinized company is a company doing business in Sudan, as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (PCC section 10477(a)) unless written permission from the Director of DGS to bid on this procurement has been granted (PCC section 10477(b)).

California Civil Rights Laws Attachment

Bidder must complete and submit the California Civil Rights Laws Attachment included by reference and available for download at: https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation document attachments/California civil rights law.pdf

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Pursuant to PCC section 2010, any Proposer entering into or renewing a contract over one hundred thousand dollars ($100,000) on or after January 1, 2017, must certify to all the following:

1. That it is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
2. That it is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Failure to submit this completed form with the Proposal will result in the proposal being considered non-responsive.

Iran Contracting Act Verification Form

Proposers must complete and submit the Iran Contracting Act Verification Form included by reference and available for download at: http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf

Pursuant to the Iran Contracting Act of 2010 (PCC sections 2200 through 2208, "the Act"), a Person, as defined in the Act, is ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars ($1,000,000) or more if the Person engages in investment activities in Iran, as defined in the Act. Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars ($1,000,000) or more, a person must complete and return the attached IRAN Contract Act Certification form with its proposal certifying that it is not on the list of ineligible vendors prohibited from doing business with the State of California.

Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

12. Description of Additional Bid Requirement Documents:

Bidder is required to supply the following additional submittals as part of the Bid Package

Bidders Bond

Attachment 1, Cost Proposal, shall be accompanied by a Bidder's Bond, which shall be executed by an admitted surety insurer authorized to issue surety bonds in the State of California. Bonds shall be made payable to the County Contract Manager of Mariposa County. The security shall be in an amount equal to at least 10 percent (10%) of the bid amount.

Notarized Bondability Statement

Attach a notarized statement from the bonding company or companies your organization proposes to use, stating that the surety shall unconditionally guarantee the Contractor's performance in all respects of the terms, conditions, and provisions of this RFP and the resulting Agreement for one hundred percent (100%) of the total maximum contract amount. The notarized statement shall guarantee that the surety will execute the Faithful Performance Bond requirement as stated in each applicable Work Order on or before the Work Order is signed and returned to Mariposa County's Contract Manager. This statement must guarantee the Contractor's compliance with the terms of the Agreement and Work Order. This statement must be properly notarized and submitted as part of the Qualifications to meet the submittal requirements of this RFP.

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Insurance Experience Modification Rate (EMR)

The Bidder must provide their Cal/OSHA lost time injury/illness incidence, Cal/OSHA recordable injury/illness incidence, and their Workers Compensation Insurance Experience Modification Rate (EMR). Bidder must meet the average EMR requirement of 1.0 or less. If a bidder is eligible for a Workers Compensation Insurance Rating Bureau of California (WCIRB) rating, the bidder shall provide a copy of bidder's worker's compensation insurance carrier's letter indicating it's WCIRB determined EMR rating for the last three premium years, plus a 3-year EMR average. If a bidder is not eligible for a WCIRB EMR rating, the bidder shall provide evidence of non-eligibility and proof that a unitary rating of 1.0 rating is applicable. If potential bidder has a National Council on Compensation Insurance (NCCI) EMR rating, bidder shall submit NCCI EMR rating if bidder is not eligible for a WCIRB EMR rating. If Mariposa County discovers after contract award that bidder failed to disclose WCIRB EMR rating, Mariposa County reserves the right to terminate the contract for cause, with appropriate enforcement remedies at the Contractor's expense.

If the Joint Venture was recently formed and has not had an EMR, the Joint Venture shall provide any EMR data available. If none is available, the Joint Venture should indicate that no EMR data is available in bid submission documents. However, all members of the Joint Venture must still meet the EMR requirement of 1.0 or less, as stated in the paragraph above.

Illness and Injury Prevention Program (IIPP) and/ Health and Safety Plan (HSP)

Bidders must submit current company IIPP that meets the requirements of 29 C.F.R. section 1910.120(b) and 8 CCR section 5192(b) or a sample of a recently prepared HSP environmental remediation/cleanup operation representative of the types of operations envisioned to be conducted included Sample Standard Agreement, Exhibit A, Scope of Work.

The HSP should include employees anticipated to be utilized under the Agreement. Bidders' attention is directed to the requirement that each Subcontractor involved in the Agreement shall also have a current company IIPP or recently prepared HSP, as described above. Subcontractor IIPPs are not a required bid submittal.

Letter(s) of Interest

In consideration of the recycling and disposal of materials removed, as part of the Operations, the Proposer shall submit, for each Operation:

1. Name(s) and Location(s) of Temporary Log Storage and Processing Facility(ies), Laydown Yard(s), Temporary Debris Management Sites, and/or Temporary Housing Facilities that the Contractor plans to use.

   Letter(s) of Interest(s) for #1: Proposer shall provide letter(s) of interest from property owners listed in response to #1 above stating that property owners are interested in pursuing the use of their property, by the Proposer, for the stated purpose in relation to this Operation. This requirement is applicable only if the Proposer intends to use such a temporary facility.

2. Name(s) and Location(s) of currently operating and permitted landfills, concrete, and metals recycling facilities, and wood materials end-use facilities (properly permitted to receive intended materials) that the Proposer plans to use.

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Letter(s) of Interest(s) for #2: Proposer shall provide letter(s) of interest from facilities listed in #2 above stating intent to enter into an agreement with the Proposer for the Proposer's utilization in anticipation of contract award. Facilities listed in #2 must be currently operational and permitted (with valid permits) at the time of proposer submission.

Proposer acknowledges that, if Awarded, Proposer will be required to obtain all relevant permits. All lease arrangements with the property owners for this(these) facility(ies) shall be the responsibility of the Contractor.

13. Description of Cost Proposal Schedule – Bid Items

13.1. Bid Assumptions

The following lists basic assumptions to be included in the DDHTR Contractor's bid items:

1. Proposal may consider lodging options, including, but not limited to, commuting, establishing a housing base camp, using trailers, leasing dormitory space, and maximizing the hiring of local staff and subcontractors that will not require lodging. Contractor shall solely bear the full cost of such lodging choice(s). Any temporary facility established by the Contractor must be approved in advance by the IMT and comply with all documentation, permitting, and environmental review requirements in this agreement and Exhibit A.1, Special Provisions.
2. All necessary support personnel, equipment, and services, including any costs associated with maintenance crews, water tenders, traffic control crews, and office support staff.
3. All crews that are necessary to complete all tasks listed in this Scope of Work, including asbestos abatement crews, vehicle removal crews, debris removal crews, rescrape crews, hazard tree removal crews, remediation (punch list) crews, and erosion control crews.
4. Inclement weather (rain, snow, high winds, etc.), poor air quality (including from wildland fires in the vicinity of work), and other impacts on work safety and effectiveness due to inclement weather (i.e., muddy parcels and equipment access conditions due to weather, etc.).
5. Any real property costs, such as a land lease or rental costs, shall be included in the submitted bid. The Contractor shall provide a copy of the Lease Agreement(s) to the CM prior to commencing the use or development of the property(ies) for reference purposes only.
6. Restrictions on commercial truck routes to disposal and end-use facilities. Changes in road routes made during the course of the Agreement shall not be eligible for additional compensation and the Contractor shall factor in such bid risks when submitting the Cost Bid Schedule, even if the Contractor incurs additional labor, equipment, or operating costs as the result of the changed route.
7. Bidder shall be responsible for any changes made to Hauling and Reuse/Disposal Plans, including any changes made based on the Traffic Management Plans or Assessments prepared by third parties (such as the California Department of Transportation, Caltrans) or the A&M Contractor. This may include prohibiting or

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restricting hauling operations on certain roads or highways. Changes may be required due to unforeseen traffic or safety concerns.

8. DDHTR Contractor shall assess all road surfaces anticipated to be used in these Operations, and their condition, including the potential need for reasonable road improvements to access properties or hazard trees and implement necessary repairs. Such as grading, widening, deployment of steel plates, or application of base rock, as described in the Sample Standard Agreement (Attachment A), Exhibit A.1, Special Provision, and as approved by Mariposa County. After the completion of debris removal work the conditions will be compared with pre-work documentation of roads to determine if damage is from contract work. The contractor may be liable if excessive damage is caused by contract work. IMT may make requests for the DDHTR Contractor to use smaller equipment and/or equipment with non-metal tracks on roads. The contractors can choose whether to use smaller or alternative equipment on areas requested. They may also elect to use mitigation devices to eliminate damage to pavements and roads, such as wood plywood sheets and rubber mats may be used under equipment to prevent damage to pavement surfaces. The DDHTR contractor may be liable for excessive damage if the requests are ignored.
9. DDHTR Contractor shall also be prepared to use alternate means and methods, such as the use of off-road equipment or smaller equipment, to gain access to areas where work must be performed. Morooka carriers (or similar rubber tracked off road equipment) are available to transport debris in off-road conditions. Smaller equipment like Gators or quads may also be needed for off-road access and transportation of debris materials. Restrictions in access from tunnels, trees or narrow access road may require the use of smaller debris removal equipment or transport trucks. However, construction of new roads, including any construction requiring professional traffic engineering, shall not be included within the scope of this agreement. The decision of whether the construction of new roads is required is at the sole and exclusive discretion of Mariposa County
10. Environmental restrictions, including threatened and endangered species, nesting birds, setbacks from watercourse, and lake protection zones (WLPZ) as detailed in the Environmental Protection Plan, permits issued by State or Federal regulators, or other sources of criteria as identified by the IMT. DDHTR Contractor shall be responsible for additional costs or work needed to comply with applicable environmental requirements and implement mitigation measures, including but not limited to relocation of bird nests, recovery and transport of bird nests/eggs to authorized rehabilitation centers, alternate hazard tree felling/removal methods necessary to protect resources (such as tree climbing), and use of long-reach, cranes, or other necessary equipment required to remove hazard trees, structural debris, or other material from Equipment Exclusion Zones
11. Cultural resource restrictions, including tribal monitoring by tribal nations, within the burn scar. This bid risk includes the cost of any possible delays caused by deployment and utilization of Tribal Monitors. Additional costs associated with the identification, protection, and compliance of cultural and historical resources shall not be eligible for additional compensation, including costs of training DDHTR Contractor's personnel.
12. Costs associated with performing work around portions of damaged buildings, such

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as standing walls, including those that have been shored or otherwise reinforced by third parties, which may include the use of smaller equipment, long reach equipment, cranes, or hand work. DDHTR Contractor shall not be responsible for the actual installation of shoring or other reinforcement measures under this agreement.

13. Coordination with railroads or other modes of transportation (i.e., road, air, water, etc.).
14. California Occupational, Safety and Health Administration (Cal OSHA) standards, training, inspections, and corrections of any violations to Cal OSHA standards.
15. Delays for traffic control, highway or roadway maintenance, and cleanup or utility repair shall be considered as part of this contract and are to be expected. This includes activities conducted along all highways, local roads, and utility work such as roadway cleanup of trees and brush along highways, repair and replacement of highway facilities, and/or repair or replacement of utilities' facilities completed by other contractors.
16. DDHTR Contractor shall provide all traffic control crews necessary to provide public safety for both functions within both the Operational Areas.
17. Maximum daily receiving limits of ash and Structural Debris, metals, concrete, and contaminated soils.
18. Maximum daily receiving limits for timber and wood materials.
19. Availability of local Temporary Log Storage and Processing Facilities. Contractor shall be solely and exclusively responsible for availability of temporary log storage and processing facilities, and the capacity of end use facilities throughout the term of the Agreement. Adjustments that may be necessary to such facilities, including, but not limited to, adjustments related to facility capacity, market fluctuations, and other reasons outside of the Contractor's control, shall be at the Contractor's sole expense and ineligible for additional compensation from Mariposa County.
20. California Department of Forestry and Fire Protection (CAL FIRE) Forest Practice inspections or inspections by the Regional Water Quality Control Board.
21. California State Fire Marshall inspections, as necessary.
22. Costs, fees, permits, inspections, penalties, or cost of compliance incurred as the result of any local, state, federal, or tribal authorities.
23. All material and placement of rip-rap rock and temporarily placed culverts installed for temporary creek crossings. All costs related to any and all crossings, including but not limited to, water course, canyon, trench, or ditch. The costs shall be inclusive of properly implementing all required Best Management Practices (BMPs).
24. Mobilize/construct and deconstruct/demobilize temporary bridges up to 50-foot spans, between the ordinary high-water marks, as part of these operations. If necessary, as a crossing may fall within the Ordinary High-Water Mark, the contractor will work with the archaeologists, biologists, and stormwater staff to draft a Clean Water Act Section 404, 401, and Fish and Game Code Section 1600 permit. The DDHTR Contractor shall be responsible for obtaining any necessary permits.
25. DDHTR Contractor will not be compensated for any "access" trees or "incidental"

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trees (trees that must be cut because there's no other way to access marked Hazard Trees).

26. No Change Orders or cost adjustments will be considered for variations in quantities listed in the bid sheets – the unit costs listed are firm and binding regardless of actual quantities available. The quantities listed in the bid sheets and bid solicitation documents are only estimates for the purposes of bid evaluation and do not represent any guarantee from Mariposa County. Any potential costs associated with quantity variations shall be incorporated in bidder's unit price and will not be eligible for additional compensation beyond the unit prices submitted.
27. All costs under this Agreement will be paid at the unit rates bid multiplied by the quantities actually performed (as verified by Mariposa County's A&M Contractor, working under a separate contract). Various Structural Debris materials and other unit quantities will be verified by the A&M Contractor before payment is authorized. It is advised that the DDHTR Contractor work closely with Mariposa County's Contract Manager and the A&M Contractor at the beginning of and throughout the Operation to ensure that the unit cost tickets, and other costs are accurately tallied on a near-daily basis and invoices are appropriately formatted and documented to minimize delays after the DDHTR Contractor invoices the County. This will very likely expedite the timely payment of invoices.
28. No Change Order or adjustment in price will be granted based on the number of Structural Debris Removal Crews and/or Hazard Tree Removal Crews utilized or any other items that could be reasonably anticipated to complete the work described in each bid item, bid documents, and this Agreement.
29. Any rebates, credits, or savings derived from the legal use of wood materials should be included in the unit price of the trees, as well as any necessary taxes and fees that may be required to be paid as a result of this Operation. Under no circumstances will Mariposa County compensate the DDHTR Contractor for such taxes and fees, as this is the DDHTR Contractor's responsibility. Any revenue, such as rebates, credits, or savings obtained by the DDHTR Contractor through these agreements, must be disclosed to Mariposa County and documented.
30. DDHTR Contractor shall also not be eligible for any additional compensation, including potential loss of wood material credits, if DDHTR Contractor is directed to leave behind wood material at or near the tree felling site.
31. DDHTR Contractor acknowledges and agrees that the County will not provide the DDHTR Contractor any additional compensation in place of expected recycling revenue should the hazard tree wood material or any other wood material be left behind on the site, if directed to do so by the IMT.
32. DDHTR Contractor shall not be eligible for additional compensation based on market fluctuations of recycled materials costs.
33. The DDHTR Contractor shall provide dust control for both program properties as well as community roadways. DDHTR Contractor shall provide water tenders/trucks and drivers and supporting equipment, fuel, hoses, nozzles, water meters and fittings, pumps, etc., for use throughout the project area as directed and approved by the IMT.
34. Community Street Sweeping including sweepers, drivers, fuel, brushes, appropriate

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disposal of collected road debris and dirt.

35. All costs of water, permit fees, and connection/meter fees are charged by water purveyors. Contractor shall be responsible for any additional costs of water and associated fees of supplying water, even if water prices rise as the result of water supply shortages, government-declared droughts, or mandatory water supply restrictions.
36. All costs required to remobilize both Structural Debris and Hazard Tree Removal equipment and personnel between properties or to road segments will be borne by the Contractor. Mobilizations between properties or road segments are not eligible for compensation for Bid Item 1.
37. Truck inspection yards are necessary to conduct Department of Transportation (DOT) inspections by the A&M Contractor.
38. All DDHTR Contractor trucks shall be inspected by the A&M Contractor's DOT truck inspectors, including low beds, tree removal trucks, chip trucks, water tenders, tow trucks, street sweepers, and other commercially licensed vehicles used on the project. Each commercial truck will display a disaster Operation sticker provided by Mariposa County's Consultant. After each 30-day period, 10% of the commercial trucks will be re-inspected per DOT Level 1 requirements.
39. All cost considerations for accessing and working on properties both in tract areas on relatively small relatively flat lots as well as difficult properties, which include properties that: are in remote locations; require access over long poorly maintained or non-maintained gravel or otherwise non-paved roadways and have larger 1-100 acre lots or more.
40. Other issues outside of the Contractor's or Mariposa County's control that restrict or reduce the productivity of Structural Debris or hazard tree removal crews and/or truck travel shall be considered and included in the bid items.
41. DDHTR Contractor shall include any and all costs associated with delays that may occur while awaiting A&M Contractor and IMT personnel to respond and conduct Initial Site Walks. DDHTR Contractor shall not be eligible for any additional compensation while waiting for third party verification of completed scope of work.
42. All necessary safety fencing, as specified in the Sample Standard Agreement (Attachment A), Exhibit A.1, Special Provisions, around emptied pools, drop-offs, ledges, cisterns, or other potential safety hazards for which such a fence would be protective, as determined in writing by the Operations Section Chief or designee when demobilizing from the property once the site has been cleared for soil sampling.
43. The costs of the DDHTR Contractor's implementation of a health and safety plan, or costs associated with the health and safety of the DDHTR Contractors (including the DDHTR Contractor's subcontractors, if any) shall be included in the bid prices and not eligible for additional compensation. Examples include: Personnel Air Monitoring for asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) per OSHA requirements for hazardous waste assessment, and potentially chromium +6 and mercury will be required in the operator breathing zone, per the Contractor's Health and Safety

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Plan.

44. Installation of erosion control devices and hydromulching after each property has been cleared of structural debris and approved by the Operations Section Chief, or designee, for erosion control, per the Exhibit A.1 Special Provisions.

45. Removal of potential danger trees described in the Sample Standard Agreement (Attachment A), Exhibit A.1, Special Provisions as trees that prove to be a danger to the Structural Debris removal crews and as identified by the County Operations Section Chief or designee. Such trees shall be removed at the Contractor's expense and will not be eligible for any compensation under Bid Item 12. This also includes trees that may not be potentially dangerous but prohibits access for the Structural Debris removal crews or Hazard Tree removal crews.

13.2. Description of Cost Proposal Schedule – Bid Items:

Each bid item is noted as either community costs or individual property costs (based on APNs). This is necessary when compiling the operational costs for each parcel for both cost recovery and insurance reimbursement purposes.

Item 1 – Mobilization and Demobilization to/from Operational Area:

One-half of this bid item will be paid as a crew is mobilized, and one-half will be paid as the crew is demobilized. This bid item is intended to be a one-time fee per crew for the duration of the operation – mobilization and demobilization for days of no work are described in Item 8- Non-Working Days. However, in the event that Mariposa County directs additional crews to mobilize to the job after demobilizing crews from the job, this item will be paid again.

Item 1a – Disaster Debris Removal Crews:

This per crew unit bid item includes the mobilization of one disaster debris removal crew to the Operational Area, including:

- Personnel, which shall consist of two operators and two labor personnel
- Equipment, including at least one (1) excavator and (1) skid steer
- Supplies such as water buffalos, male and female portable restrooms, and stand-alone hand sanitation stations for the duration of the overall operation.

Ancillary crews, such as rescrape crews, erosion control crews, or asbestos abatement crews, are not considered Disaster Debris Removal Crews for the purposes of this line item, and their mobilization shall not be separately compensated.

This is a community cost

Item 1b – Hazard Tree Removal Crews:

This per crew unit item cost includes the mobilization of one hazard tree removal crew to the Operational Area, including all personnel, equipment, supplies, male and female portable restrooms, stand-alone hand sanitation stations, maintenance crews, water tenders/buffalo, and support crews for the overall project such as traffic control crews, for the duration the overall operation. A hazard tree removal crew is defined as all personnel, equipment, and supplies necessary to fell, process, and remove hazard trees. Hazard tree removal crews shall consist of either a crane or rubber-tired and/or rubber tracked bucket rig, and a feller buncher, chipper, processing equipment, forklift,

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hauling equipment, and all required labor, operators, materials, and equipment to fall, process, and transport wood materials to end-users. The base unit personnel for a Hazard Tree Removal Crew is a maximum of seven (7) personnel and a minimum of two (2) personnel and relates to assigned crew numbers regardless of how the DDHTR Contractor utilizes its resources.

This per crew unit cost item also includes the mobilizing Log Deck/Yard Processing crew(s) to either of the Operational Area Divisions including all personnel, temporary scales, equipment, supplies, male and female portable restrooms, stand-alone hand sanitation stations, maintenance crews, water tenders/buffalo, and support crews for the overall project, such as traffic control crews, for the duration of the overall operation. A Log Deck / Yard Processing crew includes all personnel required to operate a permitted Temporary Log Storage and Processing Site/Staging Area. Temporary Log Storage and Processing Site/Staging Area Crews also include all personnel required to monitor, track, and process hazard trees at a Temporary Log Storage and Processing Site. The base unit for a Log Deck / Yard Processing Crew is 1 unit per Temporary Log Storage and Processing Site/Staging Area. Stair Platform, Ladders or lifts needed for truck load inspections shall be provided at Storage /Processing sites and end use facilities.

This Item also includes all supporting environmental and land use permitting, labor, equipment. This is a community cost.

Item 2 – Per Parcel Ash, Debris, Metals, and Incidental Soil:

This item includes the removal, transport, and disposal of surface ash, which includes 3-6 inches of incidental soil (within the structural ash and debris footprint). It also includes the removal, transport, and disposal of burned debris, which consists of the burned home remains, including burned or partially burned furniture, personal belongings, metals (such as white goods, household appliances, and patio furniture, etc.), and unsupported walls, potentially dangerous trees, or chimneys that are hazardous to debris removal crews. This bid item does not include burned or partially burned stone, concrete, landscaping features, or statues. This bid item includes trench plating as needed to protect existing culverts and other improvements from damage by the DDHTR Contractor's equipment and trucks.

This is an individual property cost.

Item 3 – Per Parcel Asbestos Removal and Disposal:

This item includes the removal, transport, and disposal of asbestos and ACM. This Item is per APN for a fully equipped, three-person asbestos abatement crew to remove, transport, and dispose of the asbestos identified by the A&M Contractor's Certified Asbestos Consultant (CAC) and/or Certified Site Surveillance Technician (CSST). This item includes labor, personal protective equipment (PPE), appropriate protective temporary storage, disposal fees, truck rental, temporary storage box(es), mobilization and demobilization, travel-time, per diem, and fuel.

This is an individual property cost.

Item 4 – Soil Removal, Re-Scrape:

This item includes the removal, loading, and disposal of additional soils from an individual parcel that has been determined to be still contaminated with ash and Structural Debris. In accordance with the Special Provisions and direction from Mariposa County, this soil is removed from specific decision units or areas pre-marked

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by the A&M Contractor to meet the operation-specific cleanup goals described in the Special Provisions. The bid unit is per APN. The unit cost is intended to include all activities and equipment related to excavating, separating, and loading trucks with contaminated soil at the site and includes trucking and receiving facility fees.

DDHTR Contractor shall perform a re-scrape at the direction of Mariposa County on any parcel where cleanup goals have not been met, including re-scraping parcels multiple times.

Regardless of the number of re-scrapes required or the quantity of soil removed, this bid item will be paid only once per parcel and for no more than 15% of the total number of parcels where debris removal is performed. If Mariposa County elects to accept “Hazard Tree Only ROEs”, defined as enrolled parcels where no structural debris removal is conducted, such parcels will not be included in the total number of parcels for rescrape percentage purposes. Further re-scrapes necessary, as determined by Mariposa County, shall be performed without compensation. These compensation limitations do not apply to parcels where Mariposa County determines that cleanup goals cannot be met due to site conditions unrelated to the disaster, at the sole and exclusive discretion of Mariposa County.

This is an individual property cost,

Item 5a and 5b – Vehicles (Burned Hulks) abatement:

This item includes providing adequate equipment and an operator to abate vehicles (burned hulks) and recycle them, which may include adjudicating vehicles onsite or transporting burned vehicles to an off-site collection point to adjudicate vehicles, draining and disposing of the fluids to an approved hazardous waste facility (if and as necessary), and ultimately transporting the vehicles to an approved recycling facility. The vehicles shall not be crushed prior to adjudication. If vehicles are to be hauled whole,they shall be bundled with a net to prevent items from falling from the vehicles into the roadway during transport. Abatement of vehicles from public rights-of-way may be requested by the County, if so, it may require coordination with traffic authorities, such as the California Highway Patrol, local law enforcement, or local code enforcement, such as scheduling of work based on availability of traffic authorities. Additionally, the abatement of vehicles from public rights-of-way may require traffic control. This item is for any vehicle legally required to be registered with the State of California, including, but not limited to, passenger vehicles, light trucks, sport utility vehicles, motorcycles, all-terrain vehicles, utility and boat trailers, recreational vehicles, buses, boats and vessels, and construction and farm equipment. The bid unit is per vehicle removed, abated, and recycled.

Item 5a – Vehicles Adjudicated on Parcel:

This is a per-unit vehicle cost item for vehicles adjudicated by CHP or state or local government on the parcel, allowing the vehicle to be abated by the DDHTR Contractor during the typical course of debris removal operations, including transport to the receiving facility.

Includes receiving facility fees.

Item 5b – Vehicles Adjudicated Off-site:

This is a per-vehicle cost for vehicles required to be transported to DDHTR Contractor’s central consolidation and inspection site for adjudication by CHP or state or local

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government and then to the receiving facility, including any necessary storage and multiple instances of transportation prior to final transportation to the receiving facility. Includes receiving facility fees. Vehicles shall not be crushed prior to adjudication and may require Contractor to transport vehicle intact by towing to ensure preservation of VINs, based on the direction of the Mariposa County Contract Manager.

This is an individual property cost.

Item 6 – Per Property Concrete:

This item includes the separation and loading of all eligible concrete from an individual property in accordance with the Special Provisions and direction from Mariposa County. The bid unit is per APN. The unit cost is intended to include all activities and equipment related to excavating, separating, and loading concrete and reinforced concrete at the site into trucks and includes trucking and receiving facility fees. The concrete may include foundations, flatwork, driveways, OSC approved retaining walls, tanks, and other miscellaneous concrete items as required by the OSC. Includes sizing concrete to receiving facility specified size and cutting of protruding rebar pieces, as required by the receiving facility. Includes receiving facility fees.

This is an individual property cost.

Item 7 – Tonnage Rate for Debris, Ash, Metals, Concrete, and Soil Removal from Commercial and Public Parcels:

This per unit ton cost item includes the removal, transport, and disposal of debris, ash, metals, concrete, and soil described in Item 2 from commercial or public parcels. The Contractor will be required to segregate, weigh, and report on the waste streams in accordance with the Special Provisions but the unit rate paid per ton shall be the same for all materials removed. This Bid Item also includes all erosion control hydromulch and straw wattles required per the Special Provisions, Section 9.1. Bid Item #7 includes parcels requiring the removal of non-Resource Conservation and Recovery Act (RCRA) hazardous waste, as defined by 22 CCR section 66261.101.

For the purposes of this agreement, a commercial parcel shall be defined as a parcel:

1. Associated with a business enterprise licensed by the California Secretary of State (or other government entity, as determined by the IMT) or a nonprofit organization recognized by the State of California's Franchise Tax Board (or other government entity, as determined by the IMT, with verification through the California Department of Justice as necessary.)
2. Where business or nonprofit activities were actively being conducted at the time of the fire, which destroyed the structure.

Mobile home parks shall be considered commercial parcels for the purpose of this bid item.

For the purposes of this agreement, a public parcel is defined as a parcel owned and operated by a public agency that was not primarily used as a residence.

The determination of whether a parcel meets the definition of a commercial parcel or public parcel is at the exclusive discretion of Mariposa County.

This is an individual property cost.

Mariposa County anticipates the possible inclusion of one (1) Not For Proffit parcel.

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Item 8 – Asbestos Abatement for Commercial and Public Parcels:

This per-cubic yard cost includes the removal, transport, and disposal of asbestos and ACM, as described in Item 3, from commercial and public parcels, as described in Item 7.

This is an individual property cost.

Item 9 – Temporary Long Bridges:

Bridges that the IMT agrees are necessary and are greater than fifty (50) feet in length, as determined by the ordinary high-water marks (as determined by the permitting agency(ies)) or existing damaged bridge pre-fire length, shall be paid by Mariposa County at 1.5 times the flat per parcel cost listed by the DDHTR Contractor as Bid Item No. 2 per IMT approved bridge setup. (Contractor shall be compensated pursuant to Bid Item #9 only once per bridge, regardless of how many parcels are accessed by the bridge). This cost includes mobilization, permitting costs, labor, materials, and equipment required for setup, takedown, and demobilization.

This may be either an individual property cost if only to access one property or a community cost if used to access multiple properties.

Item 10 – Non-Working Days:

This per crew unit cost item includes the costs of mobilizing and demobilizing personnel from debris removal crews and hazard tree removal crews for days designated as non-working days by the IMT. Do not count Sundays, every fifth Saturday, and Holidays as part of this bid item as they will not be compensated. This does not include days where work is impracticable due to weather conditions or other environmental factors. This will include unanticipated safety stand-down days as directed and authorized by Mariposa County.

The IMT shall notify the DDHTR Contractor of a Full Non-Working Day by 1700 on the calendar day prior to the calendar day of no work.

A partial Non-Working Day occurs when the IMT notifies the DDHTR Contractor after 1700 on the prior calendar day to the intended Non-Working Day, and the DDHTR Contractor has commenced with work on the intended Non-Working Day. A partial non-working day also occurs when the IMT notifies after 1700 on the prior calendar day to the intended Non-WorkingDay and the DDHTR Contractor has not commenced with work yet has mobilized in anticipation of the performance.

When a partial Non-Working Day occurs, the bid unit will be paid on a fractional hour basis where an eleven (11) hour working day correlates to 100 percent (100%) of the bid amount. Payment shall not be greater than 100 percent (100%).

Item 10a – Debris Removal Crews:

This per crew per day item covers costs only for Disaster Debris Removal Crews, as listed in item 1a. Other types of crews, such as asbestos abatement crews or erosion crews, are not eligible for compensation under this bid item or separately for days of non-work.

This item is not individually bid and is instead fixed at 1.5 percent (1.5%) of Item 2 per debris removal crew per day.

This is a community cost.

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Item 10b – Hazard Tree Removal Crews:

This per crew per day item covers costs for Hazard Tree Removal Crews, as listed in item 1b. Other types of crews, such as Log Deck / Yard Processing Crews, support crews, and all other equipment, labor, overhead expenses, are not eligible for compensation under this bid item.

This item is not individually bid and is instead fixed at 1.5 percent (1.5%) of Item 2 per tree removal crew per day.

This is a community cost.

Item 11 – Delays:

For this bid item, a "Delay" results from factors beyond the DDHTR Contractor's control related to A&M Contractor error, unusual and unsafe materials discovered on the site, or other unforeseen environmental (discovery of cultural resource, discovery of proximity to unknown endangered species habitat, etc.) or imminent safety issues. These delays will be designated and approved by the IMT. Examples of unusual and unsafe materials include the discovery of radioactive Structural Debris, unexploded ordinance, explosives, hazmat spills or releases, mercury releases, unknown cylinders, dangerous or threatening residents or animals, or roadway accidents. The DDHTR Contractor shall notify the IMT within fifteen (15) minutes once the DDHTR Contractor becomes aware of a potential Delay. This bid item does not include weather impacts, which are not compensated.

Delays eligible for payment will be designated and approved by the OSC or designee, verbally or by electronic communication. These occurrences will be followed up with an email or other written correspondence before the end of the same working day. Delays eligible for payment will be designated and approved by the IMT in writing. Loss of productivity due to foreseeable conditions within the DDHTR Contractor's control including, but not limited to, weather, poor planning, DDHTR Contractor error, labor shortages, traffic, safety violations, or receiving facility (disposal, recycling sites, Temporary Log Storage and Processing Sites/Staging Areas or end use facility) wait times, are ineligible for payment as a "delay." Delays usually include a small percentage of the properties.

Item 11a – Debris Removal Crews:

This per crew per hour item covers costs only for Disaster Debris Removal Crews, as listed in Item 1a. Other types of crews, such as asbestos abatement crews or erosion crews, are not eligible for compensation under this bid item or separately for delays.

Item 11b – Hazard Tree Removal Crews:

This per crew per hour item covers costs for Hazard Tree Removal Crews, as listed in Item 1b. Other types of crews, such as Log Deck / Yard Processing Crews, support crews, and all other equipment, labor, overhead expenses, are not eligible for compensation under this bid item.

The bid unit is per authorized delay per crew per hour and is intended to provide compensation for authorized Delays for up to 4-hours or while the crew mobilizes to a different property or leaves for the day, whichever represents less cost to the Operation. Mariposa County reserves the right to direct the DDHTR Contractor to reallocate the DDHTR Contractor's resources to other Operation needs rather than incur delay costs.

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This is a community cost.

Item 12 – Hazard Tree Removal:

This item includes the felling, processing, removal, transport to log processing and storage yard (when necessary), and to final end use facility for Hazard Tees, as described in this RFP and as identified by A&M Contractor Arborists. Hazard trees shall include so-called fire damaged “emergency trees” that Mariposa County may order removed before other trees due to immediate public danger, trees located on steep slopes or that may be difficult to access (for any reason), trees that may have been re-assessed for removal on properties that the DDHTR Contractor crews had previously completed hazard tree removal and subsequently mobilized to another property, or other such circumstance. Hazard Trees shall be paid for under one of two (2) bid items. This bid item shall also include any revenue anticipated to be realized by the DDHTR Contractor by the sale of all or any portion of these trees and the tree’s wood material. This bid item does not include the “potentially dangerous trees” identified by the debris removal contractor on debris removal sites.

OTHER PER PROPERTY SERVICES:

Item 13 – Property Owner Assistance:

This item includes over 30-60 minutes of time required for homeowner assistance. Homeowner assistance requiring less than 30 minutes at a site will not be compensated. Property owner assistance is for activities such as sifting through burned structural debris to locate valuables, protecting or relocating minor items prior to site remediation, working around stone driveways, etc. The bid unit is per APN and is intended to provide limited hand labor and the use of minor equipment, but usually no excavator use or trucking. Larger equipment will be on standby during this activity, which should be included in the unit cost. Property Owners Assistance shall be approved by the OSC or designee prior to commencing with such assistance. Such assistance shall be conducted at the sole discretion of the OSC or designee.

This is an individual property cost.

OTHER FINANCIAL PROVISIONS:

The DDHTR Contractor shall comply with the requirements below. Any costs to comply with the requirements must be considered as part of the bid rates; no separate or additional compensation will be paid for meeting these requirements.

The DDHTR Contractor shall not remove any tree that has not been previously identified, documented, and marked by Mariposa County’s A&M Contractor .If any such tree is cut down by the DDHTR Contractor or the DDHTR Contractor’s Subcontractors, the DDHTR Contractor shall forfeit ten thousand dollars ($10,000) per tree. If a Contractor does not fell Trees in accordance with the terms of this contract, Mariposa County reserves the right to exercise appropriate remedies (which, at a minimum, may include withholding any payment for Trees associated with the breach of contract). The DDHTR Contractor is further responsible for any and all applicable fines which may apply to unauthorized removal of a tree. Remedies for unauthorized removal of trees will be strictly enforced and repeated or extensive violations may result in termination of this contract.

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ATTACHMENT A - Required Bid Package Checklist

Prepare Required Bid Package Checklist to assist in the preparation of your Bid Package
Bid Package must be submitted in the sequential order listed below:

Bidder MUST submit on provided forms and/or forms included by reference

☐ Attachment 1 – Cost Proposal

☐ Attachment 2 – Proposer Certification

☐ Attachment 3 – Proposed Subcontractors Lists

☐ Attachment 4 – Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (As Amended)

☐ Attachment 5 – Required Personnel Questionnaire, Organization, and Resumes

☐ Attachment 6 – Business Entity Requirement Questionnaire

☐ Attachment 7 – Bidder Reference Form

☐ Darfur Contracting Act (Included by reference)

☐ California Civil Rights Laws Attachment (Included by reference)

☐ Iran Contracting Act Verification Form (Included by reference)

Additional Bid Requirements (Supplied by Bidder)

☐ Bidders Bond

☐ Notarized Bondability Statement

☐ Experience Modification Rate (EMR) documentation

☐ IIPP and/or Health and Safety Plan (HSP)

☐ Letter(s) of Interest

☐ Letter of Intent for Workforce Development

The following are Reference Documents and are not required at time of bid but must be adhered to by the successful Contractor during the contract period:

ATTACHMENT B – Sample Standard Agreement, including Special Provisions

ATTACHMENT C:

Reference Supplement 1 – Debris Operational Guidance, California Wildfire Asbestos Survey, 2021 Statewide Fires – Environmental Protection Plan*

Reference Supplement 2 – Debris Operational Guidance: Damaged Concrete at Wildland Urban Interface Fires (February 10, 2019) *

Reference Supplement 3 – 2022 Environmental Protection Plan (EPP)

*Included by reference to: https://www.calrecycle.ca.gov/disaster/wildfires/contractors/

Reference Supplement 4 - 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD), California Department of Transportation (DOT) Revision 6 (Rev 6) available at the following link: https://dot.ca.gov/programs/safety-programs/camutcd

Reference Supplement 5 – 2022 List of Landfills.

Please note that if any of the items are missing from the Proposal Package, the package will be considered incomplete and will be disqualified from the process.

END OF CHECKLIST

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

ATTACHMENT 1 – COST PROPOSAL SCHEDULE

Cost Proposal Schedule
2022 OAK FIRE: STRUCTURAL DEBRIS REMOVAL & HAZARD TREE REMOVAL SERVICES

Complete this form and submit the original in accordance with the requirements of this RFP. Separate invoices itemizing all costs are required for all work performed under each Work Order.

*This bid represents and is to include all elements as described under "**Description Cost Proposal Schedule – Bid Items"** in Section 2.

** Prices shall be submitted in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR website (https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html) for General Prevailing Wage Rates as currently determined by the August 2021 DIR prevailing wage published rates. Contractor shall be responsible for any future adjustments to prevailing wage rates, including but not limited to base hourly rates and employer payments as determined by the Department of Industrial Relations. The Contractor is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement.

The quantities and multipliers on this Bid Schedule are estimates for bid calculation purposes only. None of these quantities are guaranteed and may change based on site conditions, property owner participation in the Structural Debris and Hazard Tree removal program, or other factors.

ITEM	Description	Est quantity	Unit price		Total
1	**Mobilization and Demobilization to/fromOperational Area**				
1a	Disaster Debris Removal Crews	10		Per Crew	
1b	Tree Removal Crews	5		Per Crew	
2	**Per Parcel Ash, Debris, Metals, and Incidental Soil**	127		Per Parcel	
3	**Per Parcel Asbestos Removal and Disposal**	13		Per Parcel	
4	**Soil Removal, Re-Scrape**	30		Per Parcel	
5	**Vehicles (Burned Hulks) abatement**				

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ITEM	Description	Est quantity	Unit price		Total
5a	Vehicles Adjudicated on Parcel	276		Per Vehicle	
5b	Vehicles Adjudicated Off-site	5		Per Vehicle	
6	**Per Property Concrete**	116		Per Parcel	
7	**Tonnage Rate for Debris, Ash, Metals, Soil, and Concrete Removal from Commercial and Public Parcel**	1560		Per Ton	
8	**Asbestos Abatement from Commercial and Public Parcels**	24		Per Cubic Yard	
9	**Temporary Long Bridges:**	1	=1.5X Line 2	Per Bridge	
10	**Non-Working Days:**				
10a	Debris Removal Crews:	10	=1.5% x Line 2 Unit Price	Per Crew	
10b	Hazard Tree Removal Crews:	10	=1.5% x Line 2 Unit Price	Per Crew	
11	**Delays:**				
11a	Debris Removal Crews:	75		Per Crew/Hour	
11b	Hazard Tree Removal Crews:	50		Per Crew/Hour	
12	**Hazard Tree Removal:**				

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ITEM	Description	Est quantity	Unit price		Total
12	*All Hazard Trees removed*	4500		Per Tree	
OTHER PER PROPERTY SERVICES:					
13	Property Owner Assistance:	100		Per Hour	
			GRAND TOTAL		

Acknowledgment/Authorization

The undersigned acknowledges the submittal of this Bid constitutes an irrevocable offer for a ninety (90) day period for Mariposa County to award an Agreement. Additional acknowledgment is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in Mariposa County documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by Mariposa County in the verification of the recitals comprising this Bid and also hereby authorizes Mariposa County to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) sections 10410, 10411, and Government Code (GC) section 87100, by the submitting firm and/or any subcontractors listed in the Bid.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of Authorized Representative: _____ Contractor Name: _____

Address: _____ Telephone #: _____

City, State Zip: _____ Email: _____

Signature of Authorized Representative: _____ Date Signed: _____

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint

ATTACHMENT 2 – BIDDER CERTIFICATION

MARIPOSA COUNTY

FROM: _____
(Name of Firm)

CONTRACTS UNIT

The undersigned hereby proposes and agrees to furnish all labor, materials, and equipment and to perform all work required in the manner and time prescribed herein and in such addenda as may be issued prior to bid opening date and in accordance with prevailing wage rates ascertained by the Department of Industrial Relations and set forth on the DIR web site (https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html).

IMPORTANT – READ BEFORE SIGNING: Bidder Certification must be executed in the same name style in which the bidder is licensed. Joint venture bidders must meet the requirements described in the solicitation package. If making a bid as a joint venture, each person submitting the bid shall provide the information required in Item 1 with respect to their licensure. The undersigned Bidder certifies and agrees to provide the information and comply with the requirements contained in Items 1 through 9 on the following pages. By signing, Bidder swears under penalty of perjury that the conditions of all Items below are true.

Legal Name of Bidder: _____

Federal I.D. #: _____ CSLB #: _____

DIR #: _____ LTO #: _____

Address: _____
(Street and/or P.O. Box) (City) (State) (Zip)

E-Mail Address: _____

Telephone #: _____ Alternate #: _____

Contact Person: _____ Telephone #: _____

E-Mail Address: _____

Admin. Contact: _____ Telephone #: _____

E-Mail Address: _____

Authorized Representative:

SIGN HERE -----→ _____ Date: _____

Printed Name of Signer and Title: _____

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NOTE: The prime *must* have an LTO (whether an individual prime or a JV). If a JV, at least one JV member must also have an LTO (see Item 1, below)

ITEM 1 – BIDDER'S BUSINESS IDENTIFICATION

This Bid is submitted by (check one)

☐ Individual ☐ Partnership Business Entity Number: _____

☐ Joint Venture ☐ Corporation Place and Date of Incorporation: _____

☐ Sole Proprietor

NOTE: If Bidder is a corporation, the State in which incorporated shall be inserted above and the legal name of the corporation shall be set forth on Page 1 of Bidder Certification, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporations; if Bidder is a Partnership, the true name of the firm shall be set for the on Page 1 of Bidder Certification, together with the signature of a partner authorized to sign the contract in behalf of the Partnership; and if Bidder is an individual, that person's signature shall be placed on Page 1 of Bidder Certification. If the signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with Mariposa County prior to opening bids or submitted with the bid; otherwise, the bid will be regarded as irregular and unauthorized. If the bid is submitted by a partnership or joint venture, the members are:

Members	SOS #	CSLB#	LTO (as applicable	DIR#

Include additional page(s) and attach if more space is needed. _____ # of Add'l Pages Attached

ITEM 2 – ADDENDA

In submitting this bid, Bidder represents that Bidder has examined copies of all the Contract Documents and acknowledges receipt of any Addenda as may have been issued prior to the Public Bid Open date.

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____ Addendum No.: _____ Date: _____

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

ITEM 3 – COMPLIANCE WITH GOVERNMENT CODE SECTION 87100

Government Code section 87100 provides: No public official at any level of state or local government will make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know they have a financial interest. Contractors that provide recommendations and advice that may influence decision-making are required to comply with the disclosure requirements of the conflict-of-interest laws promulgated under the Political Reform Act.

The prospective contractors and subcontractors, if any, shall disclose any present or prior (within the last two years) financial, business, or other relationship with Mariposa County. These disclosures will be made under penalty of perjury.

In addition to the disclosures required above, list current clients subject to any discretionary action by Mariposa County, or who may have a financial interest in the policies and programs of Mariposa County and describe any current or planned work activities the contractor is performing for such clients. These disclosures will be made under penalty of perjury. The Contractor and its subcontractors (if any) will be required to file statements of economic interests with Mariposa County upon award of the Contract. Mariposa County will keep copies of the statements of economic interest and forward the originals to the Fair Political Practices Commission.

CURRENT CLIENTS MEETING ABOVE CRITERIA (Identify as “NA” if no conflict exists)

Client Name	Contract	Address	Phone

A determination by Mariposa County that a conflict of interest exists as a result of the disclosed relationships may be grounds for disqualification.

If no conflicts exist, by signing Bidder Certification, Bidder acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) sections 10410, 10411, and Government Code (GC) section 87100, by the submitting firm and/or any subcontractors listed in the Bid.

ITEM 4 – SUSPENSION AND DEBARMENT

Bidder declares compliance 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. section 180.995), or its affiliates (defined at 2 C.F.R. section 180.905) are excluded (defined at 2 C.F.R. section 180.940) or disqualified (defined at 2 C.F.R. section 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Mariposa County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

subpart C, in addition to remedies available to Mariposa County, the County may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions."

ITEM 5 – CERTIFICATIONS AND ACKNOWLEDGEMENTS

Bidder acknowledges and certifies to, under penalty of perjury, all the requirements and provisions as set forth in the Sample Standard Agreement, attached hereto.

Bidder swears under penalty of perjury under the laws of California that the Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1 and is eligible to sign an Agreement with Mariposa County.

Bidder certifies under the penalty of perjury under the laws of the State of California that the Contractor will, unless exempted, comply with the nondiscrimination program requirements of Government Code section 12990 and 2 CCR section 8103;

ITEM 6 – NONCOLLUSION AFFIDAVIT

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23, United States Code, section 112, and Public Contract Code section 7106 if federally funded, or Public Contract Code section 7106 if state funded, the Proposer declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any otherProposer to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham bid, or that anyone shall refrain from bidding; has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing the Bidder Certification on the signature portion thereof shall also constitute a signature of the Noncollusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

SIGNATURE:

Signature of Authorized Representative	Printed Name and Title

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

ATTACHMENT 3 – PROPOSED SUBCONTRACTOR LIST

Listed hereinafter are the name, location, license number, and registration number of all first-tier subcontractors who will perform work or labor or render service in the completion of the Work as described herein in an amount in excess of one-half of one percent (1/2 of 1%) of total bid, and the **kind of work** which each will perform if the contract if awarded to the Bidder. All required licenses and registrations must be current and active at the time of bid.

(Note: In case more than one subcontractor is named for the same kind of work, state the portion that each will perform.)

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact		

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed		%		
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact				
Telephone			☐ LTO copy attached (if applicable)	
Email Address				
Work to be Performed				
DIR Registration #			Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint

Name/Contact			
Telephone		☐ LTO copy attached (if applicable)	
Email Address			
Work to be Performed			
DIR Registration #		Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

Name/Contact			
Telephone		☐ LTO copy attached (if applicable)	
Email Address			
Work to be Performed			
DIR Registration #		Subcontractor is for Hazard Tree Removal Function	☐YES ☐NO

<u>COPY OF LTO LICENSE MUST BE ATTACHED</u> AS APPLICABLE FOR EACH HAZARD TREE REMOVAL SUBCONTRACTOR

For more space, copy this page and attach it hereto to be made a part of the Bid Package: #____ Add'l pages are attached.

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint

ATTACHMENT 4 – BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. SECTION 1352 (AS AMENDED)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not been used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. section 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this Federal contract, grant, loan, or cooperative agreement , the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities”, in accordance with the instructions.

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

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31, U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. section 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor’s Authorized Official Date

_____

Name and Title of Contractor’s Authorized Official

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

ATTACHMENT 5 – REQUIRED PERSONNEL, ORGANIZATION, AND RESUMES

Bidder shall complete the information below and **MUST** attach the following documentation in support of Attachment 5:

1. *Organizational Chart indicating listed personnel (below) proposed role(s) are consistent with firm's organization.*
2. *Resume of each of the personnel listed below*
3. *Current HAZWOPER and/or Refresher Certification for Operation Superintendent(s) and Health and Safety Officer(s)*

Bidder must have, at a minimum, the personnel classifications in the below categories. Joint Ventures, as a whole, must collectively meet the required personnel requirement.

**If desired, bidders may list more positions via attachment; however, additional positions must be included and consistent with the organization chart attached hereto. A resume for each additional personnel must be attached. Personnel may not serve in multiple roles.*

Required Personnel	NAME	HAZ Attached	Resume Attached	Listed on Org Chart
Program Manager		NA		
Project Manager		NA		
Finance Chief		NA		
Operation Superintendent 1				
Operation Superintendent 2				
Health and Safety Officer				

_____ *Additional Personnel (with Resumes) have been included via attachment. Personnel are indicated on Organizational Chart.

Bidder shall indicate "yes" or "no" for each of the below required personnel:

PROGRAM MANAGER

Minimum five (5) years' experience managing, supervising, or overseeing one or more of the following: construction operations, demolition operations, debris removal operations, hazardous waste management teams, hazard tree removal operations, or fixed works operations.

☐ YES ☐ NO

Bachelor's degree (equivalent or higher) from an accredited institution in a discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management, or four (4) years of work experience in one or more of these discipline areas of work.

☐ YES ☐ NO

Attached resume demonstrates Program Manager's requirements.

☐ YES ☐ NO

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

PROJECT MANAGER

Minimum five (5) years' experience managing or overseeing one or more of the following: construction operations, demolition operations, debris removal operations, hazardous waste management teams, hazard tree removal operations, or fixed works operations.

☐ YES ☐ NO

Bachelor's Degree (equivalent or higher) from an accredited institution in a discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management, or four (4) years of work experience in one or more of these discipline areas of work.

☐ YES ☐ NO

Attached resume demonstrates Project Manager 1's requirements.

☐ YES ☐ NO

FINANCE CHIEF

Minimum five (5) years' experience providing office administrative support in the following areas: finance, report preparation, staff communication, preparing invoices, and maintaining financial records.

☐ YES ☐ NO

If "NO" immediately above, then four (4) year college degree (equivalent or higher) from an accredited institution in accounting, finance, business, civil engineering, construction management, or related disciplines. If "Yes" immediately above, then check "Not Applicable."

☐ YES ☐ NO ☐ Not Applicable

Attached resume demonstrates Finance Chief's requirements

☐ YES ☐ NO

OPERATION SUPERINTENDENT 1

Minimum five (5) years' experience as a field supervisor responsible for oversight of multiple laborers, operators, crafters, or tree cutters

☐ YES ☐ NO

Associates Degree (equivalent or higher) or equivalent experience year-for-year form in a related discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management.

☐ YES ☐ NO

Attached resume demonstrates Operation Superintendent 1's requirements

☐ YES ☐ NO

OPERATION SUPERINTENDENT 2

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

Minimum five (5) years' experience as a field supervisor responsible for oversight of multiple laborers, operators, crafters, or tree cutters.

☐ YES ☐ NO

Associates Degree (equivalent or higher) or equivalent experience year-for-year in a related discipline such as construction management, project management, waste management, silviculture, forestry, arboriculture, or disaster management.

☐ YES ☐ NO

Attached resume demonstrates Operation Superintendent 2's requirements.

☐ YES ☐ NO

HEALTH AND SAFETY OFFICER

Minimum five (5) years' experience as a safety officer on construction, silviculture, forestry, debris removal, or disaster management operations.

☐ YES ☐ NO

Associate degree (equivalent or higher) in a discipline such as industrial or occupational health, timber harvest, disaster management, or related fields.

☐ YES ☐ NO

Attached resume demonstrates Health and Safety Officer 1's requirements

☐ YES ☐ NO

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

ATTACHMENT 6 – BUSINESS ENTITY REQUIREMENT QUESTIONNAIRE

The following questionnaire summarizes the Contractor's (or the Joint Venture's) experience providing the types of services required in this RFP and or similar applicable environmental cleanup operations. Check one box after each question as it applies.

Proposer must have, at a minimum, qualified contract experience as described in the following:

1. Is the Prime Contractor, including each Member of a Joint Venture, currently registered with the Department of Industrial Relations (Labor Code sections 1725.5 1771.1)?

   ☐YES ☐NO ☐NA

2. Is the Joint Venture currently registered with the Department of Industrial Relations (Labor Code sections 1725.5 1771.1)?

   ☐YES ☐NO ☐NA

3. Are all subcontractors representing any portion of the work in excess of one-half of one percent (½ of 1%) of the prime contractor's total bid registered with the Department of Industrial Relations?

   ☐YES ☐NO ☐NA

4. Does the proposal package include (as additional bid submittal item) proof that the Bidder (except a newly formed Joint Venture without EMR history) meets the minimum Proposal OSHA Lost Time Injury / Illness incidents, Cal OSHA reportable injury/illness incidence, and worker's compensation insurance experience modification rate (EMR) of 1.0 or less?

   ☐YES ☐NO ☐NA

5. If Proposer is a newly formed Joint Venture without EMR history, does the proposal package include (as additional proposal submittal item) proof that all Joint Venture members meet the minimum Cal OSHA Lost Time Injury / Illness incidents, Cal OSHA reportable injury/illness incidence, and worker's compensation insurance experience modification rate (EMR) of 1.0 or less?

   ☐YES ☐NO ☐NA

6. Within the past five (5) years, has the Proposer, or any of its officers, owners, partners, supervisors, or managers, been a party in any civil litigation or administrative proceeding alleging violation of any of the following: contract antitrust statutes, racketeering statutes, safety and health regulations, environmental laws, laws banning workplace discrimination, laws governing wages, hours or labor standards, or laws involving misrepresentation, fraud, theft, or any other act of dishonesty?

   ☐YES ☐NO ☐NA

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

7. Within the past five (5) years, has the Proposer, or any of its officers, owners, partners, supervisors, or managers, been debarred, suspended, disqualified, denied a classification rating or pre-qualification, or otherwise been declared not responsible to or prevented from bidding or performing work on any public works contract or subcontract in the last five years?

   ☐YES ☐NO ☐NA

8. Within the past five (5) years, has the Proposer been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

   ☐YES ☐NO ☐NA

9. Within the past five (5) years, has any surety company made any payments on the Proposer behalf as a result of default to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a Debris Removal or Hazardous Tree Removal project, either public or private?

   ☐YES ☐NO ☐NA

10. Within the past five (5) years, has the California EPA or any Air Quality Management District or the State Water Resources Control Board or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which the Proposer was the contractor?

    ☐YES ☐NO ☐NA

11. If "yes" to any of the questions #6-10, has the bidder provided additional page(s) containing explanations, details, and supporting documents (if applicable)?

    ☐YES ☐NO ☐NA

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

ATTACHMENT 7 – CUSTOMER REFERENCE FORM

INSTRUCTIONS

1. Proposers are instructed to complete Part 1 of the Customer Reference Form and certify that Proposer Firm has completed the work experience described.

   The customer reference email address must match and indicate the organizational entity's name. (e.g., If the organizational entity is the California Department of Motor Vehicles, the reference email must include @dmv.ca.gov, not @gmail.com).

   In the event the individual used for the customer reference has left the employment of the organizational entity at the time of validation, a person in a position to verify the entity's employees may verify the individual's past employment with that entity.

2. Customer Reference shall complete Part 2 of the Customer Reference Form.
3. Bidder must provide a minimum of three (3) qualifying experiences and references as described in the Instructions to Proposers.

VALIDATION

1. Mariposa County will validate customer references by any means necessary or appropriate, including email, voice, or electronic conferences. Bidders are responsible for maintaining contact with their referencing customers to ensure their prompt responses to Mariposa County's validation inquiries.
2. If a reference or project experience is unable to be verified, it may be disregarded. Because of the extremely short period for proposal evaluation, Mariposa County reserves the right not to disqualify a proposal if some references cannot be verified in the time scheduled. It is to the Bidder's benefit to inform its references that they may be contacted by Mariposa County regarding this RFP during the anticipated review period and their quick response would be helpful to the Bidder's cause

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

CUSTOMER REFERENCE FORM

PROPOSER'S COMPANY NAME: _____

PART 1

Proposer to complete PART 1

CUSTOMER REFERENCE NUMBER: ☐Reference 1 ☐Reference 2 ☐Reference 3

Customer Reference Company Name:		
Location:		
Contact Person:		
Contract Amount:	**$**	
Date of Completion:		
Owner Contact (Reference)	**Telephone:**	
	Email:	
Secondary Reference (optional)	**Telephone:**	
	Email:	

1. What type of project (or similar) was performed by Proposer?

   ☐Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up as a Prime Contractor.

   ☐Structural Debris Removal and Hazard Tree Removal, Post-Disaster Structural Debris Removal, or Environmental Remediation/Clean-Up as a Subcontractor.

   ☐Removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company as a Prime Contractor.

   ☐Removal and disposal of dead or dying trees, fire damaged trees, or hazard trees for either a public agency within public rights of way (ROW) or a utility company as Subcontractor.

2. How did the work performed meet the category indicated above? Please describe:

3. Start Date: _____

   Length of Services: ☐1-2 months ☐ 3-4 months ☐ 5-6 months ☐ More than 6 months

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

PART 2

Customers provide Part 2.

Customers provide their references via responses to the below questions. Mariposa County will contact references to verify information provided in Part 1 and Part 2.

1. Was the Proposer Company (named above) the Prime Contractor (named on Contract) or a Subcontractor (named in the Contract) that provided these services?

   ☐Prime Contractor ☐Subcontractor ☐Member of a Prime Contractor JV

2. Was the Proposer's team/personnel able to lead, coordinate, and perform structural debris and/or hazard tree removal operations with consistent maintenance and production of accurate financials, documentation, and reports?

   Check one box: ☐Yes ☐No

3. Did Proposer's initial mobilization actions meet the needs of the project?

   Check one box: ☐Yes ☐No

4. Was Proposer's quality of work and willingness to ensure the successful completion of the project satisfactory?

   Check one box: ☐Yes ☐No

5. Was Proposer's ability to cooperate and communicate during to term of the project satisfactory?

   Check one box: ☐Yes ☐No

6. Was Proposer's flexibility to address and successfully meet new and/or unexpected issues or expanded operational demands satisfactory?

   Check one box: ☐Yes ☐No

7. Were you satisfied with Proposer's overall performance?

   Check one box: ☐Yes ☐No

8. Additional comments to add to support the above:

Attachment: Exhibit D - Request For Proposals (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3545	102	45201	California Disaster Assistance Act Funds		(6,597,409)	
3545	102	60301	General Professional Services		6,597,409	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

Attachment: BA Oak Fire Debris Removal (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris Removal)

Office of the Sheriff-Coroner
Public Administrator

Jeremy R. Briese
Sheriff-Coroner-Public Administrator

Sterling S. Cramer
Undersheriff

09/14/2022

Mr. Ryan Buras
Deputy Director for Recovery
California Office of Emergency Services
3650 Schriever Avenue
Mather, California 95655

RE: REQUEST FOR WAIVER OF THE LOCAL COST SHARE

Dear Mr. Buras,

Mariposa County would like to express our gratitude for the Office of Emergency Services' ongoing support of response and recovery efforts for those impacted by the Oak Fire. CalOES staff are helping us ensure that current best practices are being implemented in our community and that we are doing so in a safe, timely, effective, and efficient way. This letter is to request your further support with a waiver of the local cost share for hazard tree and debris removal.

The Oak Fire is the sixteenth proclaimed local emergency in Mariposa County since 2015. With an average of more than two major disasters per year, we've responded to and recovered from catastrophic tree mortality, drought, the largest wildfires in our history, floods, pandemic, and more. The County has recently been impacted by the novel coronavirus pandemic (2019-present), the Mono Wind Event (2019), the River Fire (2021), the Washburn Fire (2022), and the Oak Fire (2022). We are in a severe drought area and 2022 has been the driest year-to-date in 128 years. At the same time, we're also bracing ourselves for the possibility mudslides, rockslides, and/or landslides if excess precipitation is received in the Ferguson or Oak Fire burn scar areas.

Many of these disasters have a double impact on the County, which relies heavily on transient occupancy tax as its primary source of General Fund revenue. At the same time we face the additional costs associated with disaster response and recovery; as well as visitors canceling their stays due to wildfire smoke, road closures or pandemic concerns. In the first twelve months of the COVID-19 pandemic, for example, the County lost an estimated $14 million in anticipated transient occupancy taxes—a number that translates to a $117 million impact to our local lodging industry and over $230 million to the overall economy including restaurants, gas stations, retail shops, tours, and other tourism-related businesses.

The frequency and scale of recent disasters have taken a significant toll on local reserves. Mariposa County began Fiscal Year 2021-2022 with less than $1 million in reserve. We have

Attachment: Request for Waiver Local Cost Share - signed (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris

Office of the Sheriff-Coroner
Public Administrator

Jeremy R. Briese
Sheriff-Coroner-Public Administrator

Sterling S. Cramer
Undersheriff

limited operational spending to build that reserve to $9.3 million today, still much less than would be required to respond to many disasters, like a pandemic, and an insufficient amount to cover the local cost share for Oak Fire hazard tree and debris removal.

Further financial review has been conducted to analyze the current budget impacts related to the Oak Fire. While all of the impacts are not yet known, current estimates based on similar events suggest at least a $30 million impact to the local tourism industry and a $2 - $3 million loss of County revenues. We can attempt to cut costs and use reserves to mitigate the loss of transient occupancy, sales, and property taxes, but we cannot mitigate these losses and pay the full 25% cost share generally associated with the California Disaster Assistance Act (CDAA).

As you know, the Oak Fire has impacted hundreds of California residents and destroyed 127 homes amid a housing crisis. Cleanup and recovery are essential to the health and welfare of these residents and our community overall. It is worth the expense and yet beyond our means.

Mariposa County has attempted to be responsible in setting aside reserve funds, budgeting for contingencies, and reducing spending to meet the challenges of local disasters. We will continue to do so and to work with full vigor to complete grant-funded projects to create fuel breaks, build water storage, and prevent or limit future incidents. Unfortunately, despite our best efforts, the frequency and scale of disasters over the last several years in Mariposa County has left us fiscally unable to bear the cost share expenses for the Oak Fire recovery efforts.

Based on the above, Mariposa County is requesting a 100% waiver of the debris removal, hazard tree removal, and other fire response permanent repair costs. This waiver will help ensure Mariposa County can continue to recover from several recent disasters, remain financially solvent, and provide essential services to our shared constituents.

Thank you in advance for your time and consideration in this request. I welcome any further questions or requests for information, should there be any.

Respectfully,

Jeremy Briese

Sheriff/Mariposa County OES Director/Authorized Agent

Mariposa County

P.O. BOX 276 **Mariposa, CA 95338** **209/966-3615** **FAX 209/742-5090**

Attachment: Request for Waiver Local Cost Share - signed (RES-2022-579 : Approve Agreement with BOP a Joint Venture for Oak Fire Debris

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2022-592

MEETING: October 4, 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: WITHDRAWN AND RESCHEDULED Next: 10/11/2022 9:00 AM

D.4.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

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2022-580

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Travel and Expense Reimbursement Policy

RECOMMENDATION AND JUSTIFICATION:
Rescind Resolutions 1989-053 and 1989-500; and Adopt an updated travel and expense reimbursement policy.

This item would replace two adopted policies, and two policies without a known resolution number, with an updated policy governing employee travel and expense reimbursement. Policies proposed to be rescinded are as follows:

- *No Resolution Number(s): Travel - Meals During Working Hours* (January 23, 1968), allowed for the reimbursement of meals in the County that were incurred by the sheriff, his deputies or constable staff in the performance of their official duties. This policy was amended on June 16, 1970, to include the reimbursement of meals for all staff performing official duties outside of the county.

- *Resolutions 1989-053 and 1989-500: Travel Reimbursements* (February 14, 1989), which allowed department heads and elected officials not entitled to negotiated meal per diems to be advanced up to one hundred percent of the cost of travel and to be reimbursed for tips up to fifteen percent (15%) of the cost of a meal.

- *Unknown Resolution Number(s): Travel Reimbursements for Department Head and Elected Official* (September 17, 1991) discussed the conditions under which a department head or elected official could be reimbursed for the cost of a meal and whether they were authorized to purchase meals for others. The Board concluded that discretion was given to the department head to request reimbursement for such expenses or not.

These policies are recommended to be updated with a comprehensive policy that would implement the following:

- Define appropriate travel expenses and practices

- Participation in the Statewide Travel Program (STP), which would allow the

County to benefit from state-negotiated rates and invoices (rather than advances or reimbursement) for travel expenses

- Use of established per diem standards for all employees
- Use of Virtual Card Numbers (VCNs) to enhance security for travel purchases and limit the need for purchasing cards
- Clear accountability measures for policy violations

Together with the Purchasing and Purchasing Card Policies, which are also on the agenda, this update represents a step toward more efficient, equitable and transparent purchasing for Mariposa County. A delayed effective date is requested to allow time for integration of Statewide Travel Program data with the County's Oracle ERP system.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 28, 2022, the Board had a discussion on the purchasing ordinance, three related policies, and possible participation in the state travel store. Staff was directed to move forward with this policy.

On July 12, 2022, the Board approved amendments to the purchasing ordinance that refocuses that code section on the establishment of authority pursuant to Government Code 25500 - 25509.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff will need direction to understand how to proceed.

ATTACHMENTS:
Proposed Mariposa County Travel and Expense Reimbursement 080222 (DOCX)

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

Mariposa County

Travel and Expense Reimbursement Policy – October 4, 2022

A. PURPOSE AND LEGAL BASIS

The County of Mariposa ("County") makes stewardship of limited public resources a primary focus and concern. The purpose of this policy is to:

1. Provide specific guidance on the standards of the use and expenditure of County resources for travel and expense reimbursement;

2. Ensure that all expenses incurred by the County, including but not limited to travel, meals and lodging, are properly authorized and obtained in an efficient manner and at the best possible value;

3. Ensure proper reimbursement of duly authorized, actual and necessary expenses, including but not limited to travel, meals, and lodging; and

4. Satisfy the requirements of Government Code sections 53232.2 and 53232.3 and County Memoranda of Understanding.

This Policy operates in conjunction with the Mariposa County Purchasing Policy to supplement the definition of actual and necessary expenses for purposes of State laws relating to permissible uses of public resources. It further supplements the definition of necessary and reasonable expenses for purposes of Federal and State income tax laws.

B. APPLICABILITY

The travel and reimbursement expense policies set forth herein apply to all County officials, officers, employees, appointees and volunteers ("employees") who receive or are eligible to receive any compensation or any reimbursement of expenses from the County or who travel on County-paid business.

C. AUTHORIZED TRAVEL EXPENSES

Public resources should only be used when there is a substantial benefit to the efficiency or effectiveness of the County and County constituents. Such benefits include:

1. The opportunity to discuss the community's concerns with members of the community as well as with federal, state and other local officials;

2. Participating in regional, state and national organizations whose activities directly affect the County;

3. Attending educational seminars designed to improve skill and information levels or participating in professional organizations that are directly relevant to employee or official

Attachment: Proposed Mariposa County Travel and Expense Reimbursement 080222 (RES-2022-580 : Travel and Expense Reimbursement

Attachment: Proposed Mariposa County Travel and Expense Reimbursement 080222 (RES-2022-580 : Travel and Expense Reimbursement

responsibilities;

4. Promoting public service and morale through recognition or service and commitment; and
5. Conducting County business pursuant to County-approved goals and values.

Travel must be thoroughly planned, documented, and approved in an expense report in advance of the trip. Employees should seek to obtain the best economic value while traveling, including traveling in coach class, carpooling with coworkers when possible, and traveling direct routes as much as possible.

Personal business should not be mixed with official business if it will have any cost in dollars (including for fuel or vehicle use) or lost time, or if it will harm the County's interests in any way. Examples of personal expenses that are not authorized include, but are not limited to:

1. The personal portion of any trip;
2. Political or charitable contributions or fund-raising events;
3. Family expenses, including those incurred by a partner, child or pet accompanying an official on business;
4. Use of a County vehicle to transport family members or any other person who is not a County employee;
5. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
6. Personal automobile expenses, other than the County-approved mileage allowance, such as repairs, traffic citations, insurance or gasoline; and
7. Personal losses incurred while on County business.

Any questions regarding the propriety of a particular type of expense should be resolved by the approving authority before the expense is approved or incurred.

D. MEETING STIPENDS

No stipend or other compensation will be paid for attendance at meetings of County boards, commissions, or committees, except as specifically authorized in advance by the County Board of Supervisors.

E. TRAVEL COST CONTROL AND GUIDELINES

To conserve County resources and keep expenses within community standards, travel expenditures should adhere to the following guidelines. In the event that travel expenses are incurred which exceed these guidelines, the cost borne or reimbursed by the County will be limited to the costs that

Attachment: Proposed Mariposa County Travel and Expense Reimbursement 080222 (RES-2022-580 : Travel and Expense Reimbursement

fall within the guidelines.

1. *Travel Authorization*: Department heads or their designees must authorize travel and travel reimbursements. All authorized travel costs will be borne by the authorizing department. Expenses for a given trip should be reported on a single expense report or reimbursement request whenever possible.

   Reimbursement of costs for travel outside the State of California must be approved by the Department Head; reimbursement of costs for travel outside the United States must also be approved by the County Administrative Officer.

2. *Responsibility for Booking Travel*: Each department director shall designate one or more travel coordinators and ensure each has been issued a purchasing card. Travel coordinators will be responsible for making travel arrangements for the employees in their department. Travel from any trip should be submitted as a Travel Expense Authorization (TEA) and approved in advance of the trip. All associated expenses should be linked to the TEA and/or a designated trip link field in the County's ERP software.

   Employees who have been issued a purchasing card may book their own travel in compliance with this policy and department guidelines.

3. *Government and Group Rates*: Employees shall use government and group rates whenever those rates are available unless another rate results in a cost savings to the County.

4. *Statewide Travel Program*: The County participates in the California Department of General Services (DGS) Statewide Travel Program (STP), which provides negotiated rates for hotels, flights, car rental and other travel expenses. ***All*** travel expenses (flights, hotels, rental cars, etc.) should be booked through the CalTravelStore or Concur Travel sites unless:

   a. The CalTravelStore or Concur Travel sites do not provide services in the area where the employee will be traveling;

   b. The reason for travel is associated with a particular hotel that is not available through STP *and* there is a negotiated rate as part of the event; or

   c. Booking in some other way results in a net cost savings to the County.

5. *Meals and Incidentals Per Diem*: Sharing meals with Federal, State, regional and other local agencies, officials and employees is frequently the best opportunity for more extensive and uninterrupted communication. The County will pay for meals that comply with this Policy as well as the limits and reporting requirements of other Federal, State and local laws and regulations and the respective memoranda of understanding with labor.

6. *Hotels and Lodging*: The County will pay for a single room (including taxes and fees) for the duration of an official business trip. Lodging will comply with this Policy, including the following:

a. Accommodations should be economical for the area and practical for advancing the purpose and goals of the travel. The CalTravelStore or Concur Travel sites should be used for booking whenever possible.

b. When lodging is in connection with a conference or organized educational activity, lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available at the time of booking. If a group rate is not available, employees shall use comparable lodging that is otherwise consistent with this Policy.

c. When multiple employees are traveling to the same meeting, conference or event, each employee shall have their own room or accommodations unless those employees are members of the same family unit.

7. *Mileage:* The automobile mileage reimbursement rate will be equivalent to the standard rate and terms set by the Internal Revenue Service. Travel for commuting between home and an employee's designated office or work location is not reimbursable. Travel between home and a County business destination is reimbursable to the extent that the total mileage exceeds the normal round-trip commute between home and an employee's designated office or work location. Travel between County facilities for authorized County business purposes is reimbursable.

8. *Methods of Paying for Travel:* All travel booked through STP must utilize a Virtual Card Number (VCN). VCN's are employee-specific, transaction-specific, time-specific, and merchant-specific 16-digit purchasing card numbers (without the physical card). The unique card number is automatically generated during the reservation process at the CalTravelStore or Concur Travel sites and is the only acceptable payment method for these transactions.

   When purchasing travel on the CalTravelStore or Concur Travel sites is not possible, travel coordinators and employees with a purchasing card in their own name may put some travel expenses on their purchasing card. These expenses include transportation (planes, trains, rental cars, subways, taxis, etc.), lodging, event registration, and miscellaneous expenses incidental to the trip such as bridge tolls, parking meters and baggage fees. When a purchasing card is used, all expenses related to a given trip should be on the same purchasing card.

   Per diem, mileage for use of a personal vehicle and authorized expenses that are not paid with a purchasing card may be claimed in advance or on a reimbursement basis.

9. *Employees with Special Needs:* In the event that an employee has special needs related to travel, the department director may authorize reasonable accommodations for travel, lodging and meals.

10. *Other Expenses:* All expenses that do not fall within this Policy must be approved by the Board of Supervisors in a public meeting before the expense is incurred.

Attachment: Proposed Mariposa County Travel and Expense Reimbursement 080222 (RES-2022-580 : Travel and Expense Reimbursement

11. *Cash Advances:* Very rarely, it may be necessary for an employee to request a cash advance to cover anticipated expenses while traveling or doing business on the County's behalf. Requests for a cash advance shall be submitted and processed in accordance with applicable County policies and procedures.

F. TRAVEL/REIMBURSEMENT CLAIMS AND FINAL ACCOUNTING

All cash advance receipts and expense reimbursement requests, including appropriate supporting documentation, must be submitted to the Auditor's Office within ten (10) days of incurring an expense. Inability to provide such documentation in a timely manner may result in denial of the expense claim. Reimbursements of authorized claims that have been properly requested will be issued within ten (10) days. If actual expenses exceed what was authorized, restitution to the County must be paid within ten (10) days.

Department directors, or their designee(s), should review advance reconciliations and expense reimbursement requests to confirm that:

1. All expenses are reasonable, necessary and consistent with this policy;
2. Any required itemized receipts and other supporting documentation is attached;
3. The final disposition is correct (balance due to employee or County);
4. Amounts due to the County are paid; and
5. A final accounting of all expenses is submitted to the Auditor's Office in a timely manner.

G. COMPLIANCE WITH LAWS

County officials, employees and volunteers shall keep in mind that some expenditures may subject to reporting under the Political Reform Act and other laws.

H. VIOLATIONS OF TRAVEL AND EXPENSE REIMBURSEMENT POLICY

Use of public resources or falsifying expense claims in violation of this Policy may result in any or all of the following:

1. loss of reimbursement privileges;
2. a demand for restitution to the County;
3. the County's reporting the expenses as income to the individual to Federal and State tax authorities;
4. civil penalties of up to $1,000 per day and three times the value of the resources used;
5. prosecution for misuse of public resources; and

Attachment: Proposed Mariposa County Travel and Expense Reimbursement 080222 (RES-2022-580 : Travel and Expense Reimbursement

6. personnel action up to and including termination of employment where appropriate.

Failure to submit receipts and reconcile trip expenses in accordance with timelines specified in this policy will result in a written warning. Repeated delays in the timely submission of receipts and the reconciliation of trip expenses could also result in the elimination of travel privileges and/or the elimination of a purchasing card issued to an employee.

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2022-581

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Select the CSAC Director and Alternate(S) for the 2022-2023 Association Year

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RECOMMENDATION AND JUSTIFICATION:

Appoint a Member to be the California State Association of Counties (CSAC) Director for the 2022-2023 Association Year.

Under provisions of the CSAC Constitution, members of the CSAC Board of Directors and alternates are elected by their respective Boards of Supervisors to one-year terms of office commencing with the first day of the CSAC annual meeting. This year the annual conference begins on November 14, 2022.

Any member of the Mariposa County Board of Supervisors is eligible for the directorship.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board makes this appointment annually. The last appointment occurred on October 19, 2021, when the Board selected Supervisor Menetrey to be the 2021-2022 Director, with the remaining four Board members named as alternates.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If a director is not named, Mariposa County will have no representation at the CSAC Board of Directors meetings.

ATTACHMENTS:
CSAC Board Selection Memo for 2022-23 (PDF)

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 State Association of Counties®

OFFICERS
President
Ed Valenzuela
Siskiyou County

1st Vice President
Chuck Washington
Riverside County

2nd Vice President
Bruce Gibson
San Luis Obispo County

Past President
James Gore
Sonoma County

EXECUTIVE DIRECTOR
Graham Knaus

September 14, 2022

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, Executive Director

SUBJECT: Nomination and Selection of CSAC Board of Directors Members

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to a one-year term commencing with the first day of the CSAC Annual Conference. The 2022 CSAC Annual Conference will begin on Monday, November 14, 2022. Any member of your Board of Supervisors is eligible for the directorship.

Each year, the new CSAC Board of Directors holds its first official meeting at the Association's annual conference. **Thus, it is important that your county appoints a representative to participate at the first meeting on Thursday, November 17, 2022.** Enclosed is a list of current Board of Directors, along with a form for your county to notify us of your Board's nomination.

Please note that if we do not receive your 2022-2023 nomination, your current Board representative will continue to serve on our Board of Directors. It is important to note that counties have the ability to change Board representatives and/or alternates at any point throughout the year subject to final appointment by the CSAC Executive Committee.

The new Board of Directors will meet during the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2022-2023 Executive Committee and to conduct other Association business. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Madison Burton at mburton@counties.org or Korina Jones at kjones@counties.org or call (916) 247-0032.

Enclosures

cc: 2021-2022 Board of Directors
Clerks, Board of Supervisors

Attachment: CSAC Board Selection Memo for 2022-23 (RES-2022-581 : Select the CSAC Director and Alternate(S) for the 2022-2023 Association

MARIPOSA COUNTY

Clerk of the Board of Supervisors · (209) 966-3222

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Handouts from Departmental Presentation Portion of the October 4Th, 2022, Meeting

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Handouts from the Departmental Presentation Portion of the October 4th, 2022, Meeting:

– Hot Rod Show Flyer from Kari Kisela

ATTACHMENTS:
Handouts (PDF)

RESULT: INFORMATION RECEIVED

Ribbon Cutting Ceremony

FRI. OCTOBER 7TH AT 5:30PM

Sierra Cider

5569 MEADOW LN. MARIPOSA

(LUSH MEADOWS)

LIVE

Join Us!

Attachment: Handouts (13653 : Handouts from Departmental Presentation Portion of the October 4Th,

ALLIANCE
FOR COMMUNITY TRANSFORMATIONS

OAK FIRE SURVIVORS

REBUILDING WORKSHOP

WHAT IS NEXT?

OCTOBER 2, 2022
12:00PM-5:00PM
MARIPOSA COUNTY HIGH SCHOOL

A gathering of all trades involved in rebuilding a home in one place! Contractors, Electricians, Wells, Septic, PG&E, Sierra Telephone, Environmental Health, HHSA

This event will be streamed live on the Mariposa County Health and Human Services Facebook page

Questions? Contact Adam McLane
adam.m@alliance4you.org
559-580-4945

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

Attachment: Handouts (13653 : Handouts from Departmental Presentation Portion of the October 4Th, 2022, Meeting)

MARIPOSA COUNTY

Administration · 966-3222

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - County Librarian

[ ] **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))
County Librarian

[ ] **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**

MARIPOSA COUNTY

Administration/Community Development · 966-3222

MEETING: October 4, 2022

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Receive Presentation from North State Planning, Re: Regional Comprehensive Econ Dev Strategy (CEDS)

RECOMMENDATION AND JUSTIFICATION:
Receive a Presentation by North State Planning and Development Collective, California State University, Chico Regarding the Comprehensive Economic Development Strategy (CEDS) for Central Sierra Economic Development District (CSEDD).

CSEDD, which includes five counties, Mariposa, Tuolumne, Calaveras, Amador and Alpine, received an $80,000 Economic Development Administration (EDA)/Department of Commerce grant to update the existing regional CEDS. North State Planning and Development Collective from California State University, Chico was awarded the bid to conduct the planning and organizing of the document, and will make a presentation to the Mariposa County Board of Supervisors to outline the project.

The current regional CEDS expired in June 2022. The Economic Development Administration (EDA)/Department of Commerce requires regions to possess a current CEDS to be eligible for grants. With the expiration in mind, the CSEDD applied for an EDA grant to fund the regional strategic plan, as well as create a more robust plan. The former plan was focused on existing business and did not offer opportunity for smart economic development growth throughout the region. North State will focus on creating a comprehensive plan that will provide diversification and help create economic vitality. The draft plan is expected to be completed by March 2023. A community outreach process will be implemented to achieve a strategic plan that is accepted and adopted by each of the five communities.

Over the next several months, Mariposa County will have the opportunity to contribute to the regional CEDS and offer input and ideas to the plan that can coincide with and even elaborate on our current Economic Vitality Strategy (EVS). The CEDS will be critical in leveraging and working in tandem with other stateside initiatives like the Community Economic Resilience Fund (CERF) and the Regional Climate Collaboratives and will positively position Mariposa County for state and national grants.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
December 2006: Board adopted the General Plan (GP), including the Economic Development Element.

Agenda Item - No Resolution Requested

November 2007: Board approved Mariposa's Economic Vitality Strategy (EVS)
December 2015: Board-directed a community-wide review of the EVS and the GP
January 5, 2016: Board directed staff to establish timelines regarding the implementation of economic development strategies.
January 19, 2016: Board approved the "Community and Organization Meeting Schedule for Review and Discussion of the EVS and GP" and the "Questions to Answer When Reviewing the EVS and GP"
July 18, 2017: Board adopted the 2017 EVS Update

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternatives:
The Board of Supervisors could direct staff to commence the process to implement specific action items in the EVS.
Negative Action:
Negative action would be no action to initiate revisions to the EVS or GP and no direction for implementation of actions identified in the EVS.

ATTACHMENTS:
Mariposa County EVS_Final Report 6.20.17 (PDF)
CSEDD CEDS Final With Public Comments (PDF)
October CEDS Status Presentations Final (PDF)

RESULT: INFORMATION RECEIVED

Mariposa County
Economic Vitality Strategy

May 2017

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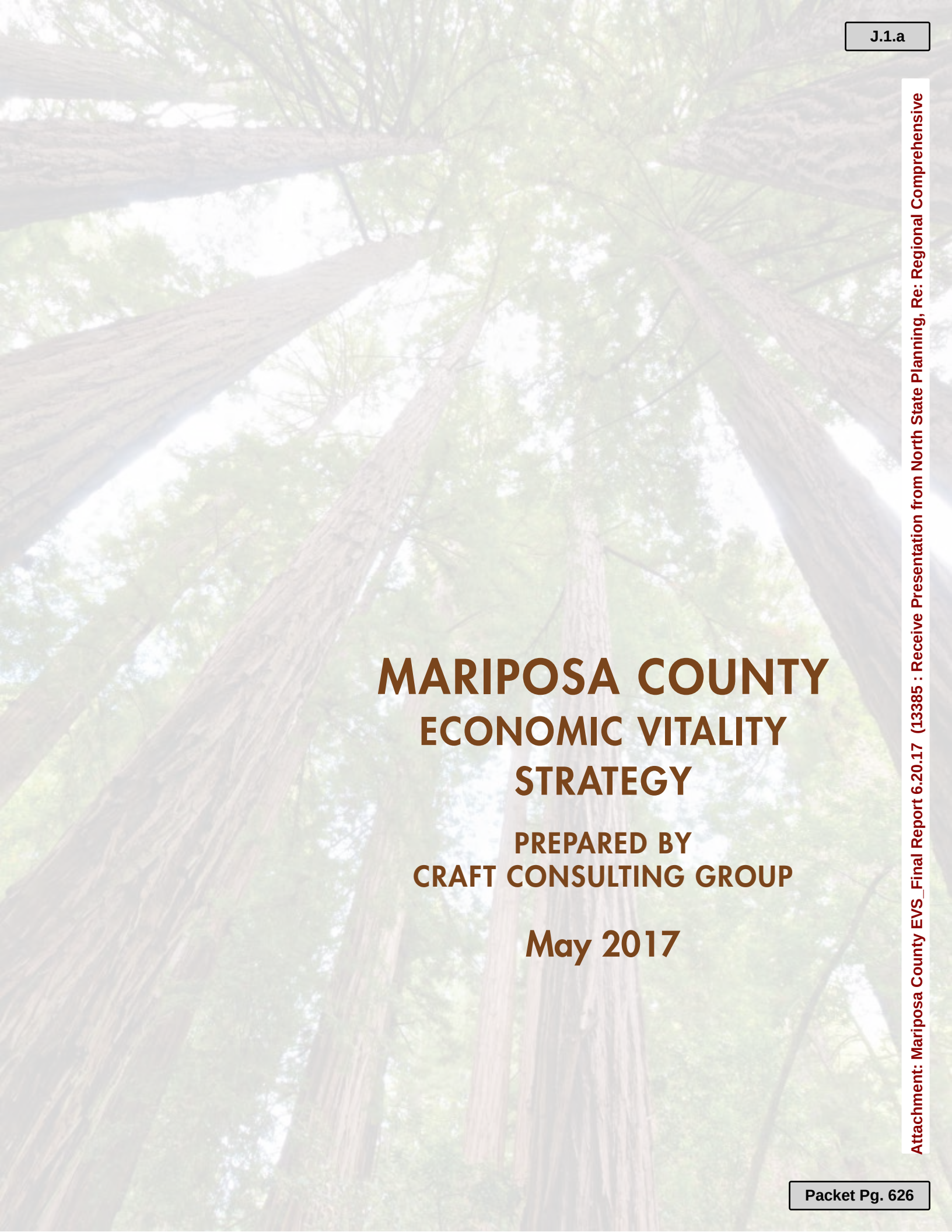

MARIPOSA COUNTY
ECONOMIC VITALITY STRATEGY

PREPARED BY
CRAFT CONSULTING GROUP

May 2017

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ACKNOWLEDGMENTS

This report was produced by Craft Consulting Group under the direction of the Mariposa County Office of Economic Development. We would like to thank Tara Schiff, Economic Development Specialist, for her time, guidance and contribution to this report. We would also like to extend a special thanks to various stakeholders and all who participated in the preparation of this Economic Vitality Strategy.

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1 INTRODUCTION

Economic development can be defined as *"a sustained community effort to improve both the local economy and the quality of life by building the area's capacity to adapt to economic change."*[1] Economic development efforts seek to improve the economic well-being of a community by creating jobs and expanding the local tax base. *"Economic development activities undertaken by counties range from workforce development, business recruitment and retention, regional marketing and branding, entrepreneurship and small business support to infrastructure investment."*[2] A strategy-driven plan for economic development helps *"build capacity and guide the economic prosperity and resiliency of an area or region. It is a key component by which the public sector, working in conjunction with other economic actors (individuals, firms, community and business organizations, educational institutions, and industries), creates the environment for regional economic prosperity."*[3]

Small towns and rural communities across the United States are struggling because they were built largely on a single economic sector such as agriculture, logging, mining, or manufacturing, all of which have changed significantly over the past several decades due to market forces, technology, or changing circumstances such as resource depletion, globalization, or shifts in consumer preference. Changes in the economic foundations of rural communities often leave local residents without jobs and the community without a healthy tax base. Rather than just simply seeking to attract major employers to replace these lost jobs, different approaches are being adopted to overcome some of these challenges. *"This emerging shift toward place-based approaches to economic development can go by various names, such as "smart growth economic development" to refer to a strategy that builds upon existing assets, takes incremental actions to strengthen communities, and builds long-term value to attract a range of investments."*[4]

1 Loveridge, Scott and George Morse, *"Implementing Local Business Retention and Expansion Visitation Programs"*, Pennsylvania State University, Northeast Regional Center for Rural Development, NERCRD publication 72, 1998

2 National Association of Counties, *"Strong Economies, Resilient Counties: The Role of Counties in Economic Development,"* July 2014

3 U.S. Economic Development Administration, *"Comprehensive Economic Development Strategy Content Guidelines"*

4 U.S. Environmental Protection Agency, Office of Sustainable Communities, *"Framework for Creating a Smart Growth Economic Development Strategy: A Tool for Small Cities and Towns"*, January 2016

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BACKGROUND

Economic Development in Mariposa County is guided by several policy documents including the Economic Development Element of the 2006 General Plan and the 2007 Economic Vitality Strategy. A goal of the General Plan was the development and implementation of an ongoing Economic Development Strategy. In 2007 an Economic Vitality Strategy and Implementation Plan (EVS) was produced, but never implemented or reviewed annually. The EVS, which had two goals: strengthen the tourism industry and diversify the county's economy, was "*intended to guide future activities for public-private partnerships to enhance and diversify Mariposa County's economy while preserving the values, assets and quality of life cherished by Mariposans.*"[5]

An update of the 2007 EVS is necessary in order to address evolving economic conditions and to ensure that proposed actions and initiatives are relevant and in sync with today's economic realities and opportunities. In the ten years since the 2007 EVS was prepared the national and local economies have gone through a recession and post-recession recovery period. Economic conditions have changed and much of the language in the 2007 EVS is dated. The Yosemite Mariposa County Tourism Bureau is now a separate entity, previously being under the auspices of the county at the time the 2007 EVS was prepared, thus the strategies pertaining to tourism should be revised or re-delegated. In addition, regulatory processes need to be streamlined and land use and zoning laws should be reviewed so that they reflect current conditions.

COMMUNITY OUTREACH/ EXISTING ECONOMIC CONDITIONS

On December 8th, 2015, the Mariposa County Board of Supervisors considered the 2007 EVS and 2006 General Plan Economic Development Element and charged staff with soliciting community input regarding an update of the 2007 EVS. County staff conducted an extensive community outreach process during the spring of 2016 and received numerous comments and input from 48 community organizations, businesses, and residents. This input was used to guide the update of the EVS.

Subsequent to receiving an in-depth report on the community outreach process, the Board of Supervisors directed staff to implement several follow-up actions, including the hiring of an economic development consultant to assist in the update of the ten year-old EVS plan. Craft Consulting Group was hired to review and assess current conditions and trends as they relate to opportunities and challenges in attracting and expanding job-creating businesses, and prepare an updated EVS for Mariposa County. The consultant team reviewed existing reports, planning studies, data, and documents to develop a thorough understanding of Mariposa County's economy and economic development goals and objectives. During four separate visits to Mariposa County, the consultant team interviewed and received input from a number of key stakeholders involved in economic development in Mariposa County to learn how they felt about the economic opportunities and challenges facing Mariposa County and what the future direction should be in updating the existing EVS. Key issues and opportunities were also identified during the community

5 Chabin Concepts, *"Economic Vitality Strategy and Implementation Plan for Mariposa County,"* November 2007

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outreach process conducted by county staff in early 2016. The Board of Supervisors held a public workshop on the EVS update regarding goal setting and actions in March 2017.

A comprehensive assessment of Mariposa County's economy[6] was conducted by the consultant team to better understand the current economic climate and trends, competitive advantages, challenges, and opportunities for future expansion and diversification. A separate report[7] includes an in-depth analysis of the county's strengths, weaknesses, opportunities, and threats (SWOT) that will impact the development of a strategy and implementation plan to expand and diversify the local economy. The SWOT analysis (see Appendix B) highlights the county's current assets, competitive positioning, capabilities, and capacity for economic development. It also identifies internal and external factors that can keep the county from realizing its potential.

KEY FINDINGS

1. Mariposa County's economy is highly concentrated and dependent upon seasonal tourism.
2. The majority of employment is located primarily in and around the town of Mariposa and Yosemite National Park.
3. Yosemite National Park (YNP) is a unique asset that will continue to draw tourists, but there is a need to more rigorously identify and promote other Mariposa County tourism assets in addition to YNP.
4. The economic outlook for Mariposa County (2016-2026) is positive with projected job growth of 583 net new jobs (1.4% Average Annual Growth Rate).
5. Tourism represents a huge market for many local businesses that could not otherwise survive based solely on spending by local residents.
6. Growth in the property tax base is constrained due in part to public ownership, which makes up 52 percent of the total land area in Mariposa County.
7. Opportunities for future job growth beyond the baseline forecast include expansion of the tourism sector, targeted industry cluster development, new business formation, expansion of the healthcare sector, and growth of small businesses.
8. Opportunities also exist for diversification of the county's economic base with the expansion of target industry clusters and growth sectors.
9. The lack of commercial office and industrial building space and sites, housing, and infrastructure act as a constraint on economic growth.

6 Craft Consulting Group, *"Mariposa County Economic Vitality Strategy: Background Conditions & Opportunities"*, January 2017

7 Craft Consulting Group, *"Mariposa County SWOT Analysis"*, February 21, 2017

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ECONOMIC CONTEXT

Located in the central Sierra Nevada mountain range, Mariposa County is situated between the Central Valley on the west and Mono Basin to the east. Surrounding counties include Merced, Madera, Tuolumne, and Mono. Mariposa County is geographically diverse and extends from the Sierra Nevada foothills on the west to the high mountain peaks of Yosemite National Park on the east with elevations ranging from 300 feet above sea level to heights of 11,000 feet in Yosemite. The town of Mariposa, the county seat, has an elevation of approximately 2,000 feet. The climate in the western portion of the county is generally mild, characterized by warm summers and cool mild winters with little rainfall during the late Spring, Summer and early Fall and heavier rainfall during the winter months. Mariposa County experiences four distinct seasons, and with its diverse terrain, many locations enjoy regular snowfall with opportunities for cross-country and downhill skiing, as well as snowboarding and sledding.

Publicly owned land makes up 52 percent of the total land area in Mariposa County. These lands include Yosemite National Park, the Sierra and Stanislaus National Forests, and Bureau of Land Management (BLM) holdings. The National Park Service alone owns 26.4 percent of the county's land, while national forests constitute about 16.5 percent, and the BLM owns and manages 5.8 percent. The remaining 3.3 percent of publicly held land is owned by the State of California, Mariposa County, Mariposa Public Utility District, Mariposa County Unified School District, and other federal agencies.

A significant portion of the privately owned land is under a Williamson Act contract, which protects agricultural lands from premature urban development, and is therefore unavailable for development over the near term. The contracts are voluntary agreements entered into by landowners that vest local governments with conservation easements to keep their lands in agricultural or other open space uses for a 20 year period. These contracts are automatically renewed annually unless a property owner files a notice of non-renewal. The Williamson Act is considered an important tool for ensuring that agriculture operations remain economically viable. As of the end of 2014, there were 207,959 acres of land (representing 22.2% of the county) under such contract in Mariposa County.[8]

Being located within a reasonable travel distance from major metropolitan areas makes Mariposa County a viable tourist destination for California residents, national, and international visitors alike. Travel time from urban centers in San Francisco and Los Angeles average from 3 to 6 hours, while traveling from large metro areas in the Central Valley such as Sacramento or Fresno takes only 1 to 2 hours. There are a wide variety of outdoor recreational opportunities available, making Mariposa County one of California's most popular year-round vacation destinations with more than five million people visiting Yosemite National Park in 2016.

Mariposa County's economy is highly concentrated in a few industry sectors. While Mariposa County has a variety of businesses spread across many different industries, a single industry—tourism—dominates the county's economy. Tourists represent a huge market for local businesses, many of which could not survive based solely on spending by local residents alone. Consequently, tourism drives much of the county's economy and

8 California Department of Conservation, *"The California Land Conservation Act 2014 Status Report"*, March 2015

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is the largest employment sector. Virtually all local businesses are affected, directly or indirectly, by the money that tourists spend. Such dependency might be acceptable if the tourism industry remained vibrant throughout the year. Due to the seasonal nature of tourism, Mariposa County faces higher than average unemployment during the off-season months (Nov. – April). While tourism is expected to remain the major focus of the county's economy, Mariposa County needs to be promoted as a year-round tourist destination and outdoor recreational center to increase off-season visitation and avoid the annual seasonal business slump and layoffs from November thru April. The hospitality sector (which includes hotels, restaurants, and bars) accounts for the vast majority of the jobs in the tourism industry. Public sector employment, including county government, local public schools, federal and state government (national forests, BLM, national park, CalFire, and Highway Patrol), makes up the second largest employment sector. The next three largest industry sectors, retail trade, healthcare/social assistance, and construction, round out the top five largest employment sectors in Mariposa County. These five industry sectors account for 81.2 percent of all local employment. The lack of good-paying, year-round jobs forces a large percentage of residents (28%) to seek work outside of Mariposa County. While diversification is an important goal, tourism is expected to remain the foundation of Mariposa County's economy for the foreseeable future with Yosemite National Park attracting 5+ million visitors annually.

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2 ECONOMIC VITALITY STRATEGY

Mariposa County's economic development strategy is structured around a set of strategic initiatives that describe specific actions the county will take to expand and diversify the local economy. These actions are primarily the responsibility of the County's Office of Economic Development, and will be acted upon over the short-to long-term depending upon funding availability. The strategic framework for the Economic Vitality Strategy includes vision and mission statements, goals, objectives, and actions. The Strategic Framework is based on the findings from the economic assessment of existing conditions and trends, the SWOT analysis, and community input. An accompanying Implementation Program provides specificity about what will be done, by whom, with what resources, and in collaboration with which partners. An annual review process will ensure that the EVS is implemented, while maintaining the flexibility to respond to opportunities and challenges as they arise. The Strategic Framework and associated Implementation Program constitute the EVS Strategic Action Plan. The strategies and actions are based on best practices as identified by the California Association for Local Economic Development (CALED), the U.S. Economic Development Administration, and others. It builds on the ongoing work of the County's Economic Development Specialist and organizations such as the Yosemite/Mariposa Tourism Bureau, Mariposa County Chamber of Commerce and Visitors Bureau, Mariposa County Economic Development Corporation, and others. The Strategic Framework answers the questions "Where does Mariposa County want to be economically in the next 10 years?" and "How are we going to get there"?

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3 STRATEGIC FRAMEWORK

MISSION STATEMENT

"Mariposa County in partnership with its residents, business community, and non-profit organizations, will advance our core values and common vision to build a vibrant economy by recognizing our past, taking action to meet the needs of the current generation, while ensuring a prosperous and sustainable future for the next generation consistent with our established goals and objectives."

VISION STATEMENT

"Mariposa County strives to be a unique place widely known as a forward planning community with a strong tax base and employment opportunities, where individuals, families, and businesses can thrive and prosper, while keeping with our rural values and traditions of community, family, and hard work, in a beautiful natural setting."

CORE VALUES

- A **Visionary Community** that cultivates collaborative relationships, incorporates equity and sustainability in decision-making, fosters partnerships to further local and regional goals, and thrives through active citizen engagement and participation.
- A **Healthy, Diverse Economy** with a strong tax base, stable businesses, and expanding employment opportunities that benefit our citizens, the surrounding rural area, and the region as a whole.
- A **Distinctive Sense of Place** based on a commitment to place-making, quality design, and construction that complements the beauty of our natural and built environment, valued historic and cultural assets, and unique local character.
- A **Vibrant Community** where our citizens can live, work, socialize, and recreate in a safe, attractive, and healthy environment.

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GOALS & OBJECTIVES

GOAL #1: STRENGTHEN AND ENHANCE THE TOURISM SECTOR

Strategic Initiative #1: Continue to enhance, expand, and diversify the **Destination Mariposa County Brand** to make Mariposa County a year-round destination of choice for those seeking outdoor recreational experiences, a weekend getaway, business retreat, or the simple pleasures of a rural small town environment.

OBJECTIVE 1.1: POSITION MARIPOSA COUNTY AS A YEAR-ROUND INTERNATIONALLY RECOGNIZED TOURIST DESTINATION.

Action 1.1.1: Conduct a **Market Segmentation Study** of visitors/tourists to Yosemite National Park and Mariposa County.

ACTION STEPS

- Based on the market segmentation study, identify and create a **Detailed Visitor Profile** of the target audiences for each market segment and target those with the ability to optimize revenue for Mariposa County businesses.
- Update **Marketing Mix** to attract individual, group and business visitors' offering the best opportunity for longer stays and increased spending.

OBJECTIVE 1.2: EXPAND AND DIVERSIFY THE NUMBER AND TYPE OF TOURIST ACTIVITIES TO CAPTURE A GREATER SHARE OF THE TOURISM MARKET

Action 1.2.1: Identify and evaluate the existing **Inventory of Tourist Assets/ Attractions/Activities** to determine what may be missing from the current offerings.

ACTION STEPS

- Inventory existing **Tourism Assets/ Attractions/Activities/Events** by category and make available to the Visitor Center, Tourism Bureau, local hotels, restaurants, and stores to promote tourism in Mariposa County.
- Conduct a **Visitor Tracking Survey and Needs Analysis** to identify visitor characteristics, length of stay, reasons for visit, overnight lodging, activities engaged in, month of visit, sources of information, gaps in current tourism product offerings and identify new attractions/activities/events that will draw additional visitors and tourists to Mariposa County for longer stays, especially during the non-peak season.
- Continue to promote and work with others in developing seasonal activities to attract more visitors and tourists during the spring, fall, and winter months.

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Action 1.2.2: Continue to work with community partners and stakeholders to explore opportunities for expanding the number and variety of visitor/tourist attractions, activities, and events based on a gap analysis.

ACTION STEPS

- Investigate opportunities to attract a **Wildlife Sanctuary** featuring bears, butterflies, and/or other local wildlife.
- Consider **Multi-Day Activities and Events**, such as a week-long winter festival and Christmas market, bicycle tours/races, and fishing tournaments to enhance the county's attractiveness as an extended stay destination.
- Research and identify opportunities to **Host Business Meetings/ Conferences and SMERF Events (Social, Military, Education, Religious, & Fraternal)**.
- Explore opportunities to **Host Night Events** at the fairgrounds similar to the Cody Night Rodeo and Stampede.
- Investigate opportunities for holding unique **Art and Cultural Events**, such as a Salon des Refusés exhibition.
- Investigate opportunities for becoming a **Glamping Resort** destination (glampinghub.com/types-of-glamping).

Action 1.2.3: Continue to work with community partners and stakeholders to develop additional **Tourist Attractions, Events, and Activities** to increase tourism and maximize visitor options/experiences.

ACTION STEPS

Expand and promote the agriculture and agri-tourism sectors

- Explore opportunities to expand **Agri-Tourism**, especially during the fall and spring seasons, based on input from local farmers, the Mariposa Agri-Nature Association, the Mariposa County Agricultural Commissioner, the University of California Cooperative Extension Small Farm Program, and other stakeholders.
- Investigate and adopt **Agri-Tourism Best Practices**, such as a small farm program, farm tours, and on-site sales, by researching and visiting successful agri-tourism programs in other counties to better understand what works and how they are operated.
- Adopt a **Farm-to-Fork Program** that serves as a year-round platform to highlight the farms, restaurants, organizations and individuals that contribute to the local culinary and agricultural landscapes.
- Organize, promote, and sponsor **Agriculture Festivals and Events** specifically targeted for the fall and spring seasons that attract visitors from outside the county.
- Develop an **Agri-Tourism Marketing Campaign** that promotes awareness of the county's agricultural heritage, farm tours, local wineries, and locally grown and raised agriculture products.

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Increase the number and type of Fairground Events and Activities particularly during the off-season

- Hire an **Event Planner/Recruiter** to expand the number and type of festivals and events at the Fairgrounds, and actively recruit multi-day events, which bring visitors into the county especially during the off-peak season.
- Organize a countywide Ag Fair to educate and display farm products and practices, including a home and garden show.

Develop and promote Cultural and Recreational Activities and Events

- Develop and expand the number of **Visual and Performing Arts Events** during the spring and fall.
- Develop and link **Cultural and Culinary Programs** into a year-round tourist attraction strategy.
- Develop and market **Recreational Activities** available in the county (e.g. hiking trails and nature walks, bike trails, snow skiing, boating, fishing, rafting, rock climbing, spelunking, flora/fauna/ geologic tours, horseback riding, etc).

Develop & promote Activities & Places of Interest in each of the county's subareas and communities

- Initiate discussions and work with the U.S. Forest Service to **Re-Open Bower Cave** to the public.
- Promote and upgrade the **Merced River Trail** by working with the Bureau of Land Management.
- Develop **Mini-Storefront Visitor Centers/Kiosks** in gateway communities along major routes into Yosemite (SR 41/120/132).
- Update location data on each of the Internet mapping services (such as MapQuest, Yahoo, and Google) for the SR 132 connection to SR120. Navteq North America and Tele Atlas North America provide geocoding data for map content.

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OBJECTIVE 1.3: REDUCE SEASONALITY BY MAKING MARIPOSA COUNTY A YEAR ROUND DESTINATION OF CHOICE FOR VACATIONS, FAMILY/GROUP OUTINGS, WEEKEND GETAWAYS, AND BUSINESS RETREATS/CONFERENCES.

Action 1.3.1: Continue to develop and promote Mariposa County as a year-round **Destination of Choice for Visitors** based upon its cultural/historical heritage, outdoor recreational opportunities, and special attractions and events.

ACTION STEPS

- Develop and launch an **Explore Mariposa County** marketing campaign to promote Mariposa County as a family-friendly, year-round outdoor recreation destination.
- Leverage **Key Tourism Assets**, including natural, historical, and cultural assets, to attract visitors throughout all four seasons, particularly during the off-peak tourist season.
- Develop a consistent **Brand Identity** and prepare a **Marketing Plan** to promote Mariposa County as a destination of choice for visitors based upon its cultural/historical heritage, outdoor recreational assets, and special attractions and events.
- Develop or acquire a **Promotional Video/Software Application/Mobile App** to inform visitors about local tourist attractions, activities, & events by month, and make available in the Visitor Center and local hotels, on the Chamber/Visitor Center and Tourism Bureau websites (ExploreMariposa.com, yosemite.com), and on mobile devices.
- Encourage **Tour Operators** to expand tour offerings to include historical & heritage tours, horseback riding, fishing trips, ziplining, sunset/stargazing dinner tours, wildflowers/birds/animals, and other activities in Mariposa County in addition to Yosemite.

Action 1.3.2: Focus on providing **High Quality Visitor Services and Hotel Accommodations**.

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OBJECTIVE 1.4: ENSURE THAT THERE IS ADEQUATE CAPACITY TO ACCOMMODATE A GROWING TOURISM INDUSTRY

Action 1.4.1: Expand **Meeting Space Venues and Hotel Accommodations** to address market gaps.

ACTION STEPS

- Conduct a **Hotel Market Survey** to identify the supply and demand for hotel rooms; number and size of lodging facilities, amenities, and occupancy rates by month to identify current capacity and market gaps.
- Investigate potential market demand for a **Conference/Event Center** by event type and assess potential competition from other facilities and comparable venues within the regional market.
- Develop preliminary **Building Program Requirements** to define the type and amount of space required for a high quality conference facility that meets IACC standards for venue design, support services, technology, and equipment with the potential to attract meetings, training courses, and conferences year-round.
- Identify all **Potential Hotel/ Conference Center Development Sites** in the town of Mariposa that have sufficient land area with the proper zoning and access to sewer/water infrastructure.
- Prepare and distribute a **Hotel/ Conference Center Development Prospectus** including market study, potential sites, and local tourist assets to developer prospects to determine the level of interest by the private sector in developing and operating a conference center and what it would take for them to move forward.

Action 1.4.2: Develop and expand **Tourism Infrastructure** to capture and support growth in tourism, making it easy and convenient for visitors to find destinations and get around by car, foot, and bicycle.

ACTIONS STEPS

- Develop a **Transportation Hub** at the intersection of Highways 49 and 140 in the town of Mariposa that includes YARTS, bus and car parking, the Visitor Center, a tour operator, a car rental agency, and related uses. At the very least, encourage YARTS to pickup from the existing Visitor Center.
- Install **Electric Vehicle Charging Stations** in key locations throughout Mariposa County. Investigate Tesla's program to provide and install free electric wall chargers at motels, restaurants, and shopping centers in downtown Mariposa and Coulterville.
- Build a strategically located **Public Parking Structure** in downtown Mariposa to accommodate both local customers and visitors.
- Develop a **Way Finding Signage Program** to welcome visitors at the north, south and west entrances to the county and the town of Mariposa.
- Actively recruit and encourage **Tour Operators** to expand local operations and open local offices.

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GOAL #2: BUILD AND MAINTAIN A HEALTHY, BALANCED ECONOMY WITH A DIVERSITY OF BUSINESSES AND EMPLOYMENT OPPORTUNITIES

Strategic Initiative #2: Launch a **Strong Economy, Resilient County Initiative** to expand and diversify the county's economic and employment base by adopting a targeted approach to business attraction and expansion based on local assets and competitive advantages.

OBJECTIVE 2.1: DIVERSIFY AND EXPAND MARIPOSA COUNTY'S ECONOMIC BASE

Action 2.1.1: Launch a **Cluster Initiative** focused on one or more target industry clusters.

ACTION STEPS

- Facilitate **Industry Cluster Development** by mapping cluster boundaries and linkages, identifying core companies, engaging key stakeholders, fostering on-going relationships, supporting industry-led actions; engage in cluster branding and promotion, workforce training, infrastructure investment, and business support activities.
- Take specific action steps identified below to expand and strengthen target industry clusters.

Food & Beverage Production, Processing, Packaging & Distribution Cluster

- Provide farmers with information about **Value-Added Agriculture,** such as locally grown, sustainable, and organic grass-fed beef, outdoor-raised pork, free-range chicken, on-farm processing, and vertical integration to assist small farmers interested in diversifying into new markets.
- Recruit one or more **Micro-Breweries** to locate in Mariposa and promote festivals and events such as an Oktoberfest and local food, wine and craft beer events throughout the year.
- Expand the **Taste of Mariposa** event during the Butterfly Festival to showcase Mariposa County restaurants and locally grown and produced agricultural products.
- Explore opportunities to attract a local **Wholesale Distribution Operation** to serve local hotels, restaurants, and YNP.
- Research and develop a **Mariposa Grown** trademark certification program to help local farmers distinguish their products as being grown, harvested and/or processed in Mariposa County.

Small Scale Advanced Manufacturing Cluster

- Establish a **Business and Technical Assistance Program** in partnership with the local SBDC and Workforce Development Board, which provides specialized assistance to small manufacturing firms.
- Research and develop a business case for attracting a recreational products company.

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Construction/Green Building/Solar & Building Materials Cluster

- Hold a **Green Building/Solar Informational Workshop** for contractors, design professionals, realtors, builders, and lenders.
- Establish a Green Building informational web page on the county's website.

Action 2.1.2: Ensure that an adequate supply of **Buildable Sites and Infrastructure** is available to meet business growth and employer needs.

ACTION STEPS

- Develop a plan to designate the **Airport Area as an "Employment Hub"** for light industry.
- Work with MPUD to identify and invest in infrastructure and support systems that foster and facilitate business growth.
- Work with local ITC providers to expand communication services for both mobile phone/data coverage and wired/wireless Internet access across the county to support business and tourism needs.
- Identify commercial/industrial development opportunity sites and promote shovel ready sites to attract new investment within each of the town/community planning areas (Mariposa, Coulterville, Catheys Valley, Fish Camp, and Wawona) consistent with the adopted plans for each area.

Action 2.1.3: Maintain a **Business Friendly Climate** that encourages ongoing business investment by proactively addressing business concerns and reducing regulatory complexity and uncertainty.

ACTION STEPS

- Update **Land Planning/Zoning Regulations** to streamline the development approval, permitting, and inspection process to reduce costs and uncertainty for businesses and ensure development predictability.
- Update **Zoning Regulations** to reflect modern business definitions and market conditions to ensure the viability of businesses in each of the targeted industry clusters/sectors.
- Establish a **Permit Assistance Center** to assist businesses with the permit approval process.
- Create a **Business Solutions Team** to assist businesses with site selection, permitting, and business assistance programs.

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OBJECTIVE 2.2: ATTRACT NEW AND COMPLEMENTARY BUSINESSES TO LOCATE IN MARIPOSA COUNTY

Action 2.2.1: Launch a **Business Attraction/Recruitment Campaign** to promote Mariposa County's competitive advantages and attract new and complementary businesses in growth industries and target industry clusters including supply chain vendors and specialized service providers that are part of the supply chain.

ACTION STEPS

- Establish a **Brand Identity** that positions and promotes Mariposa County as a business friendly community offering a high quality of life, excellent weather, and other amenities to attract new businesses.
- Actively monitor and strategically respond to **Business Leads/Requests for Proposals** from GO-Biz, commercial R.E. brokers, and other sources.
- Investigate and adopt a **Business Incentive and Financing Program** to support business attraction, retention, and expansion efforts, such as sales and use tax exclusions; workforce hiring and training credits; industrial development bonds; California Competes tax credit; and sales tax exemptions on manufacturing equipment purchases offered through GO-Biz.
- Incorporate a GIS-based **Property Locator Application** on the county's Economic Development webpage to promote office/industrial zoned sites & buildings for lease and make economic/ demographic information readily available to developers and businesses looking to locate in Mariposa County.

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OBJECTIVE 2.3: PROMOTE AND DEVELOP BUSINESS RESILIENCY TO AVOID, WITHSTAND, AND RECOVER FROM ECONOMIC AND NATURAL DISASTER DISRUPTIONS.

Action 2.3.1: Develop a long-term response recovery strategic plan in conjunction with local Central Sierra Economic Development District (CSEDD) regional partners.

ACTION STEPS

- Work with regional CSEDD partners to implement key regional objectives including workforce development, business resiliency, infrastructure, and disaster planning that will create a stronger, more resilient region, able to withstand and recover from economic and natural disaster disruptions.
- Identify and address the vulnerabilities that Mariposa County may face.
- Work with state/regional agencies such as CALFire and CALTrans to address fire protection/management and highway maintenance/repairs to minimize impact of natural disasters and drought on the local economy including residents, tourists, and businesses.
- Incorporate the cost of wild-land fire insurance requirements into land use planning considerations.
- Proactively monitor planning activity and operational changes in YNP that may adversely impact tourism spending and the health of the local economy.

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GOAL #3: MAINTAIN, STRENGTHEN & GROW LOCAL BUSINESSES

Strategic Initiative #3: Establish a **Think Local Campaign** to identify and address the needs of existing businesses and provide access to local resources and services to enhance their performance.

OBJECTIVE 3.1: RETAIN AND EXPAND EXISTING BUSINESSES

Action 3.1.1: Establish a **Business Assistance Program** for local businesses to help them succeed and thrive.

ACTION STEPS

- Establish a **Coordinated Business Visitation Program** with the local SBDC and Workforce Board to assess the needs of existing companies and connect owners/managers with the resources needed to grow their business.
- Establish an **Economic Gardening Program** to provide business and technical assistance to growth-oriented businesses with the desire and capability to expand and create jobs.
- Offer an annual **Business Tune-up Class** or similar program to small business owners through the local SBDC.
- Adopt a **Local Vendor Preference Purchasing Policy** for the public purchase of goods and/or services, to give some preference to local businesses.
- Work with the Mariposa County Chamber of Commerce to promote and support programs that educate and encourage all county residents and businesses on the importance of buying goods and services from local businesses.
- Establish a **Small Business Loan Program** in coordination with local banks, the Small Business Administration, and venture networks to improve access to capital for start-up and small businesses.

Action 3.1.2: Develop an **Early Warning System** to identify businesses at-risk of closure or job layoffs.

ACTION STEPS

- Partner with the Mother Lode Workforce Board to develop and implement an **At-Risk Business Identification and Assistance Program**.

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Action 3.1.3: Strengthen and expand the **Retail Sector**

ACTION STEPS

- Conduct a **Retail Market Demand Study** to quantify market demand, identify the types of retail shopping and dining opportunities that currently exist, identify gaps in retail services for residents and tourists, and quantify the amount of retail sales leakage to adjacent counties.
- Continue to promote the **Shop/Buy Local Campaign** to encourage residents to purchase from local retailers and for retailers to sell locally grown/ manufactured products.
- Launch a **Business Referral Campaign** that encourages local businesses to refer customers to other businesses in town to keep the money circulating locally.
- Hold annual **Retail Boot Camp** seminars for local retail business owners and managers.
- Implement a **Targeted Retail Recruitment Program** to expand the existing retail and restaurant base by strategically recruiting retailers and restaurants that address the shopping and dining preferences of local residents and tourists.
- Investigate the opportunity to attract an **Outdoor Recreation Store** (such as Royal Robbins) that sells camping, climbing, paddle sports or travel equipment and apparel for outdoor activities.
- Investigate the opportunity to attract a rock climbing school like Vertical Adventures or a playground/park with RockCraft climbing boulders.

Action 3.1.4: Support the expansion of **Primary and Specialized Healthcare Services** to meet the medical/dental healthcare needs of local residents.

ACTION STEPS

- Conduct a **Hospital and Community Healthcare Needs Assessment Survey** that includes hospital services, quality of care, community health clinics, workforce training, technology needs, financial constraints, & local doctor/dental offices.
- Work with the Hospital District to **Expand Healthcare Services** including the attraction and recruitment of primary care physicians and construction of a new modern hospital with emergency care to benefit residents, tourists, & businesses.

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GOAL #4: FOSTER RURAL ENTREPRENEURSHIP

Strategic Initiative #4: Launch a **Rural Entrepreneurship Initiative** to encourage and support new business formations.

OBJECTIVE 4.1: EXPAND LOCAL ENTREPRENEURSHIP AND NEW BUSINESS FORMATION THROUGH TARGETED SUPPORT AND ASSISTANCE.

Action 4.1.1: Develop a **Pipeline of Entrepreneurs** by supporting potential entrepreneurs start and launch a business, nurturing entrepreneurial aspirations in youth, and fostering an entrepreneurial environment.

ACTION STEPS

- Create a simple step-by-step **Business Startup Guide** that is made available on the county and chamber websites and in the county permitting center with links to local business, financial, legal, and accounting resources that can assist with the start-up process.
- Establish a **New Business Start-up Program** that connects entrepreneurs and start-ups with the essential resources for starting a new business.
- Offer **NxLevel™ Entrepreneurial Training** classes, through the Valley Sierra SBDC, to start-ups and rural home-based businesses helping entrepreneurs achieve the *next level* of growth with business assistance and entrepreneurship training programs.
- Set up an **Entrepreneurial Competition Program** to award small prizes to the top three local entrepreneurs with innovative businesses who are creating jobs and expanding into new markets outside Mariposa County. Hold an awards ceremony to recognize these successful up-and-coming entrepreneurs.
- Set up a **Mixed-use Business Incubator** targeted at growth oriented businesses to overcome hurdles that confront start-ups.
- Develop an **Entrepreneurship Career Pathway Course** at Mariposa County High School to promote youth entrepreneurship and hold annual **Business Plan Competitions** with cash prizes awarded for the best business plans.

Action 4.1.2: Provide support and assistance to innovative companies and local entrepreneurs to facilitate their transition from the initial start-up phase to becoming a successful established business.

ACTION STEPS

- Support and promote the **Made in Mariposa Program** to help grow and diversify the local economy by assisting companies producing locally manufactured or grown products thrive in markets outside Mariposa County by supporting buyer tours, trade shows, and marketing programs.
- Establish **Made in Mariposa Retail Sales Outlet(s)** where local products can be displayed and sold, and where teaching programs and demonstrations could be held.

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GOAL #5: PROMOTE VIBRANT COMMUNITIES & TOWN CENTERS IN WHICH TO LIVE, WORK, & PLAY

Strategic Initiative #5: Develop and adopt **Placemaking Principles** to create authentic, vibrant town centers consistent with the community's heritage that will strengthen existing businesses, attract new investment, and provide residents and visitors alike a high quality of life with a variety of cultural, entertainment, shopping, culinary, and recreational experiences.

OBJECTIVE 5.1: PROTECT AND ENHANCE MARIPOSA COUNTY'S QUALITY OF LIFE AND HERITAGE THROUGH DEVELOPMENT OF VIBRANT COMMUNITIES AND TOWN CENTERS THAT ATTRACTS NEW BUSINESS INVESTMENT, FACILITATES JOB GROWTH, AND ENHANCES ECONOMIC PROSPERITY CONSISTENT WITH LOCAL CULTURE AND AESTHETICS.

Action 5.1.1: Extend and complete the **Mariposa Creek Parkway** trail system for walking and biking from the existing segment to the cemetery near Joe Howard Street and the Highway 49/140 intersection with connections to the Stockton Creek trail preserve on the north side of Mariposa extending to the fairgrounds on the south and into downtown Mariposa.

Action 5.1.2: Maintain **Attractive Streetscapes and Public Area Appearances** in town centers by making targeted investments in key infrastructure, making improvements to storefronts, and maintaining attractive, well-maintained streetscapes.

ACTION STEPS

- Develop and implement **Downtown Specific Plans** for the towns of Mariposa and Coulterville, which include a land use and building survey, conceptual plans and design guidelines. The plans should be in keeping with their historical character to create unique and identifiable downtowns that are economically vibrant, pedestrian-oriented, and serve as a destination for local residents and visitors alike.
- Utilize the County Public Works Department and volunteers to clean and maintain public areas in the downtown areas of Mariposa and Coulterville. Hold annual clean-up days with the support of local businesses and community organizations.
- Adopt and implement a **Main Street Program** for historic town centers in Mariposa and Coulterville that create an authentic look and feel consistent with the community's heritage to attract residents and visitors alike for socializing, relaxing, shopping, dining, exploring, and entertainment. Investigate funding sources including grants from the National Trust Preservation Fund.

Action 5.1.3: Work to increase the **Diversity of Recreational Opportunities** in the county to expand and enhance the quality of life for local residents and visitor experience as identified in the Parks and Recreation Master Plan, and the Conservation and Open Space, and Regional Tourism Elements of the General Plan.

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Action 5.1.4: Improve resident and tourist mobility through **Pedestrian/Bicycle Pathway Connectivity** by forming complete pedestrian, hiking and bikeway systems that connect bike/hiking trails to town centers and places of interest with a way finding system to help guide visitors to points of interest.

Action 5.1.5: Recognize that the county's advantages as a place to live, work, and visit flow from high quality natural amenities and small town rural culture. Promote **Environmental Sustainability**, recognizing that the interface between the built environment and natural environment is a major attraction for visitors and local talent.

Action 5.1.6: Recognize the role that arts and culture play in county life, tourist experiences, and the local economy. Explore opportunities and demand for additional facilities to support the performing and visual arts.

OBJECTIVE 5.2: IMPROVE AND EXPAND THE COUNTY'S HOUSING STOCK TO ACCOMMODATE THE DEMAND FOR WORKER HOUSING AND THE NEEDS OF A GROWING POPULATION.

Action 5.2.1: Expand the **Supply of Workforce Housing** across all income levels by working with residential developers to meet the needs of a growing workforce.

ACTION STEPS

- Establish a **Seed Fund for Home Improvement Loans** for contractors and homebuyers to increase the supply of workforce housing to support business growth, as well as to provide more options for residents as they age.
- Identify and provide adequate housing sites with sewer and water infrastructure to meet the needs for worker housing (Housing Element Objective 3).
- Require operators of transient rental occupancy units and vacation rentals to have an annual **TRO Permit/Business License** to maintain a balance between the long-term housing needs of the community and visitor oriented uses and to ensure that sufficient rental housing is available for people who live and work in Mariposa County.
- Conduct a **Housing Condition Study** to evaluate and implement programs that address preservation and maintenance of the existing housing stock (Housing Element Objective 4).
- Adopt a **Weatherization Program** to minimize housing costs and reduce energy consumption through energy efficient building and site design, proper heating and cooling systems, public education on existing incentives, and water efficient and properly located landscaping (Housing Element Objective 6).
- Increase **Homeownership Opportunities** to support a growing workforce (Housing Element Objective 7).
- Conduct a **Housing Demand Study** to identify the need for additional worker housing and potential housing opportunity sites within each of the town/community planning areas consistent with the adopted plans for each area.

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GOAL #6: MAINTAIN AND ENHANCE THE COMPETITIVENESS OF MARIPOSA COUNTY'S WORKFORCE TO SUPPORT BUSINESS GROWTH, ESPECIALLY IN TARGET INDUSTRY CLUSTERS AND GROWTH SECTORS

Strategic Initiative #6: Facilitate a strong **Workforce Development Partnership** among education, workforce development, industry, and economic development that targets in-demand and priority occupations to meet industry needs for a skilled workforce.

OBJECTIVE 6.1: DEVELOP, RETAIN, AND ATTRACT TALENT TO BUILD A SKILLED WORKFORCE THAT MEETS INDUSTRY'S NEEDS

Action 6.1.1: Build a **Workforce Pipeline** of qualified workers to fill in-demand jobs

ACTION STEPS

- Convene a workshop to discuss the development and refinement of **Career Pathways & Career Technical Education Programs** to align with target industry sectors/clusters and in-demand and emerging occupations by partnering with the Mariposa County Unified School District, local/regional employers, the Mother Lode Workforce Board, and community colleges in the region (Merced College, Madera Community College, Modesto Junior College, and Columbia College).
- Investigate opportunities and the need for development of **Education Pathways for Low Skilled Adults** in conjunction with the Mother Lode Workforce Board, Mariposa County High School, and the Fresno Regional Occupational Program (ROP) which serves Mariposa County.
- Encourage development of **Internship/ Pre-Apprenticeship Training Programs** between local employers, Mariposa County High School, and Merced College, designed to help students gain practical work experience.
- Identify and address employer needs for **Workforce Training and Skills Upgrade**, including incumbent worker training, skills upgrade, on-the-job training, and customized training by partnering with the Mother Lode Workforce Board on sector strategies, job training, and business visitation programs.

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4 IMPLEMENTATION PROGRAM

The Strategic Framework sets forth the desired goals of the Economic Vitality Strategy for improving the economic well-being and quality of life for Mariposa County with measurable objectives and specific actions necessary to achieve the stated goals. The Implementation Program includes a detailed approach, success measures and benchmarks, milestones and deadlines, order of magnitude cost, potential funding sources, and implementing entities in order to offer a clear path for execution of each strategy. The Implementation Program has three major elements: (1) **Specific Tasks:** what will be done and by whom. (2) **Time Horizon:** when will it be done, and (3) **Resource Allocation:** (i.e., money, staff) needed to carry out the specified tasks and activities.

The key outcomes that can be expected from implementation of the EVS include:

1. Diversification of the local economy
2. Providing a foundation that promotes economic prosperity and quality of life
3. Creating desirable places and economic opportunity
4. Partnering for success

Implementing the Strategic Plan

Implementation of the Economic Vitality Strategy will require a coordinated effort among all Mariposa County economic development organizations – from county government, local business organizations, the Tourism Bureau, the Chamber of Commerce & Visitor Center, the Economic Development Corporation, education, the hospital district, workforce development, the Arts Council, and the media.

While Mariposa County will be primarily responsible for implementing the EVS, the success of the EVS will also require the engagement and participation of key partners engaged in economic development related activities, including the County of Mariposa, the Economic Development Corporation of Mariposa County, Mariposa County Chamber of Commerce & Visitor Center, Yosemite Mariposa County Tourism Bureau, the business community, and specialized expertise that can be sourced from UC Merced, the Mother Lode Workforce Board, Valley Sierra SBDC, consulting firms, and other expert organizations. Each participant should commit to and accept responsibility for specific actions and their results.

Implementation will also require financial resources beyond the current level. Potential funding sources include the Transient Occupancy Tax, State/Federal Grants, WIOA Funds, Business Improvement District, CDBG, Business License Fees, California ETP, USDA Rural Communities Program, U.S. Economic Development Administration

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Planning, Technical Assistance, Public Works Programs, Public/Private Partnerships, and other sources.

A number of actions involve the continuation of work already in progress or are in the process of being implemented as a result of the EVS update or ongoing efforts by other organizations. Work in progress includes:

- tourism marketing programs to promote Mariposa County as a year-round destination;
- planning efforts to address infrastructure issues;
- efforts to expand and diversify tourist activities and attractions;
- regional collaboration;
- business support activities;
- Formation and branding of Made in Mariposa; and
- Workforce programs.

Actions that are currently in progress are identified in Table 1: Strategic Initiatives and Actions.

Organizational Responsibilities

Once the EVS has been approved by the Mariposa County Board of Supervisors, individual actions will need to be completed in order to achieve the six goals. An implementation matrix is provided indicating the proposed lead entity and supporting partners for each action. The Lead Entity is responsible for taking the lead in implementing the specific action. This does not necessarily mean they will do all of the work, but they will be responsible for overall organization, coordination and tracking of progress. Supporting Partners will provide important support to the Lead Entity in implementing the Action. It will be up to Mariposa County and the individual organizations to reach agreement on assuming the proposed responsibilities for "getting the job done". Responsibilities for the specific projects and actions defined in the plan must be clearly understood and accepted.

The actions proposed require a collaborative working relationship among the various entities involved with economic development in Mariposa County. The recommended actions are not a comprehensive solution to all of the issues that the county may face in the future, but rather have been identified as actions that may play a catalytic role in the transformation of the county's economy.

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Prioritization of Actions

Recommended actions are not in priority order and will depend on funding availability, staff capacity, the state of readiness, and community support. Potential criteria for prioritization of action items by the county are shown in the table below.

TIMEFRAME

Actions are considered as Near-term, Short-term, Mid-term, Long-term, or Ongoing depending on the anticipated timeframe required to complete the action.

Short-term actions typically are at a state of readiness or serve as the foundation for implementation of mid- or long-term actions. Mid-term actions typically require support from other entities to implement and/or require a greater level of resources or outside expertise. Long-term actions are important to the overall health of the county economy, but require a longer timeframe to accomplish.

Near Term: tasks that can be accomplished within 6-12 months

Short Term: tasks that can be accomplished within a 1-3 year period.

Medium Term: tasks that can be accomplished within a 4-7 year period.

Long Term: tasks that can be accomplished within an 8-10 year period.

Ongoing: activities which are continuous over the term of the EVS.

CRITERIA FOR PRIORITIZATION OF ACTION ITEMS

The following criteria can be used as a guide for prioritization of the specific actions and action steps. Priorities may change over time due to funding available and staff capacity.

Criteria	Considerations
Focus	Is the project well defined? Does it require other actions to be completed first? Can the county implement it, or are other parties involved?
Economic Impact	Does the action enhance the tax base, diversify the economy, spur private investment, or expand community assets?
Funding Availability	Is sufficient funding readily available? Does it align with potential funding sources? Is there a likelihood of securing outside funding?
Local Considerations	Is there political and community support?
Schedule	Can it be achieved within a reasonable timeframe?
Resource Capacity	Are there adequate resources, including staff capacity, readily available to implement the proposed action?

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TABLE 1: STRATEGIC INITIATIVES AND ACTIONS: STRATEGIC INITIATIVE #1

Continue to enhance, expand, and diversify the **Destination Mariposa County Brand** to make Mariposa County a year-round destination of choice for those seeking outdoor recreational experiences, a weekend getaway, business retreat, or the simple pleasures of a rural small town environment.

GOAL #1: STRENGTHEN AND ENHANCE THE TOURISM SECTOR

Objectives/ Actions	Action Steps	Estimated Cost	Potential Partners	Timeframe for Completion	Expected Outcome(s)	In-Progress
Where do we want to be?	*What steps must be taken to implement the strategy?*	*What specific supports are needed to implement this action step?*	*Who is most closely responsible and accountable for taking each action step?*	*By when will the step be completed?*	*What can be expected when the step is complete?*	
Objective 1.1: Position Mariposa County as a year-round internationally recognized tourist destination.						
Action 1.1.1:	» Conduct Market Segmentation Study » Create Detailed Visitor Profiles » Design Marketing Mix/Target Market	Staff and partner time Budget: $40,000	**Lead:** Tourism Bureau **Supporting Partners** Visitor Center Chamber of Commerce	Near Term (6-12 months) Timeline: FY17-18	Provides information for target marketing Increased hotel occupancy rates	X
Objective 1.2: Expand and diversify the number and type of tourist activities to capture a greater share of the tourism market						
Action 1.2.1:	» Inventory tourism assets/ attractions » Conduct visitor tracking survey/gap analysis » Continue to promote and develop additional seasonal activities	Staff, partners, and volunteer time Budget: $25,000	**Lead:** Visitor Center **Supporting Partners** Tourism Bureau Volunteer & Non-profit Organizations	Near Term (6-12 months) Timeline: FY17-18	Creates inventory of current tourist attractions to market and identifies gaps to address.	
Action 1.2.2:	Investigate opportunities for: » Wildlife Sanctuary » Multiday activities and events » Business/SMERF conferences » Night events at fairgrounds » Art & cultural events » Glamping resort	Staff and partner time Budget: $10,000	**Lead:** County Economic Development Office **Supporting Partners** Agri-Nature Association Fairground staff Arts Council Tourism Bureau Visitor Center	Short Term (1-3 Years) Timeline: FY17-20	Identifies opportunities for expanding tourist attractions and activities	

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STRATEGIC INITIATIVE #1 cont.

Objectives/ Actions	Action Steps	Estimated Cost	Potential Partners	Timeframe for Completion	Expected Outcome(s)	In-Progress
Action 1.2.3:	» Expand agri-tourism » Increase the number and type of fairground events and activities » Develop additional cultural and recreational activities & events » Develop & promote activities & places of interest in each of the county's subareas and communities	Staff and partner time Budget: $25,000	**Lead:** County Economic Development Office **Supporting Partners** Visitor Center Farm Bureau Agri-Nature Association Fairground staff Arts Council	Medium Term (4-7 Years) Timeline: FY18-24	Expands and diversifies the number and type of tourist activities	X
Objective 1.3: Reduce seasonality by making Mariposa County a year round destination of choice for vacations, family/group outings, weekend getaways, and business retreats/conferences.						
Action 1.3.1:	» Promote key tourism assets » Develop brand identity/ marketing plan » Develop/acquire promotional video » Encourage tour operators to expand tour offerings	Staff and partner time Budget: $50,000	**Lead:** Visitor Center **Supporting Partners** Tourism Bureau Chamber of Commerce	Short Term (1-3 Years) Timeline: FY18-20	Increased hotel occupancy rates during non-peak season Increased job opportunities in tourism industry	X
Action 1.3.2:	» Focus on high quality visitor services and hotel accommodations	Staff time	**Lead:** County Economic Development Office	Short Term (1-3 Years) Timeline: FY18-20	Increased tourist spending	
Objective 1.4: Ensure that there is adequate capacity to accommodate a growing tourism industry.						
Action 1.4.1:	» Conduct hotel market survey » Investigate market demand for conference/event center » Develop building program » Identify potential hotel/ conference center development sites » Distribute hotel/conference center development prospectus	Staff and partner time Budget: $40,000 for feasibility study if there is a demonstrated need	**Lead:** Mariposa County EDC **Supporting Partners** Tourism Bureau Visitor Center	Short Term (1-3 years) Timeline: FY18-20	Clear understanding of market potential, facility needs, and next steps to pursue development of resort hotel and conference center	X
Action 1.4.2:	» Develop transportation hub » Install EV charging stations » Build public parking structure » Recruit Tour Operators to expand locally » Develop wayfinding signage program	TBD – additional planning and design required	**Lead:** County Economic Development Office **Supporting Partners** YARTS County Public Works County Community Development Department	Long Term (8-10 Years) Timeline: FY19-28	Expands tourist capacity and makes it easier for tourists to explore the county	

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STRATEGIC INITIATIVE #2

Launch a **Strong Economy, Resilient County Initiative** to expand and diversify the county's economic and employment base by adopting a targeted approach to business attraction and expansion based on local assets and competitive advantages.

GOAL #2: BUILD AND MAINTAIN A HEALTHY, BALANCED ECONOMY WITH A DIVERSITY OF BUSINESSES AND EMPLOYMENT OPPORTUNITIES

Objectives/ Actions	Action Steps	Estimated Cost	Potential Partners	Timeframe for Completion	Expected Outcome(s)	In-Progress
Where do we want to be?	*What steps must be taken to implement the strategy?*	*What specific supports are needed to implement this action step?*	*Who is most closely responsible and accountable for taking each action step?*	*By when will the step be completed?*	*What can be expected when the step is complete?*	
Objective 2.1: Diversify and expand Mariposa County's economic base						
Action 2.1.1:	**Facilitate Cluster Development** » Map cluster boundaries/ linkages » Identify core companies » Engagie in cluster branding & promotion » Engage in workforce training » Invest in Infrastructure » Provide business support activities » Recruit businesses in priority clusters » Engage industry experts to assist cluster businesses » Implement specific actions to expand & strengthen target clusters identified below	Staff and partner time Budget: $40,000	**Lead:** County Economic Development Office **Supporting Partners** Chamber of Commerce Business Association Mother Lode WDB SBDC	Ongoing Timeline: FY 17+	New business investment Job growth Diversification of the local economy	X
	Food & Beverage Production, Processing, Packaging & Distribution Cluster » Provide farmers with information about value-added agriculture » Recruit micro-brewery » Expand Taste of Mariposa » Attract wholesale distribution » Develop Mariposa Grown trademark	Staff and partner time Budget: $10,000	**Lead:** County Economic Development Office **Supporting Partners** Visitor Center County Agriculture Commissioner Agri-Nature Association UC Cooperative Extension Small Farm Program	Medium Term (4-7 Years) Timeline: FY18-24	Strengthens and expands food production cluster to help diversify the economy	X

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STRATEGIC INITIATIVE #2 cont.

Objectives/ Actions	Action Steps	Estimated Cost	Potential Partners	Timeframe for Completion	Expected Outcome(s)	In-Progress
	Small Scale Advanced Manufacturing Cluster » Establish business and technical assistance program » Develop business case for recruiting recreational products company	Staff and partner time Budget: $15,000	**Lead:** County Economic Development Office **Supporting Partners** SBDC Chamber of Commerce Industry Organizations	Long Term (8-10 Years) Timeline: FY17-26	Strengthens and expands manufacturing cluster to help diversify the economy	X
	Construction/Green Building Cluster » Hold green building workshop » Add green building information webpage	Staff and partner time Budget: $5,000	**Lead:** County Economic Development Office **Supporting Partners** Chamber of Commerce	Medium Term (4-7 Years) Timeline: FY18-22	Strengthens and expands construction cluster to help diversify the economy	
Action 2.1.2:	» Designate airport area as an employment hub » Expand infrastructure » Expand broadband services » Identify commercial/industrial development opportunity sites	Staff and partner time Additional planning required Budget: $20,000 Construction cost TBD	**Lead:** County Community Development Department **Supporting Partners** MPUD ITC Providers	Long Term (8-10 Years) Timeline: FY19-28	New business investment Job growth Diversification of the local economy	
Action 2.1.3:	» Update development regulations to reduce costs and uncertainty » Establish permit assistance center » Create a business solutions team » Update zoning regulations to reflect market conditions	Staff and partner time Budget: $20,000	**Lead:** County Community Development Department **Supporting Partners** County Economic Development Office	Short Term (1-3 Years) Timeline: FY18-24	Promotes business expansion Improves regulatory environment	X

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STRATEGIC INITIATIVE #2 cont.

Objectives/ Actions	Action Steps	Estimated Cost	Potential Partners	Timeframe for Completion	Expected Outcome(s)	In-Progress
Objective 2.2: Attract new and complementary businesses to locate in Mariposa County						
Action 2.2.1:	» Establish a brand identity » Respond to business leads/ RFPs » Investigate and adopt business incentives » Add GIS Property Locator to website	Staff and partner time Budget: $15,000	**Lead:** County Economic Development Office **Supporting Partners** Chamber of Commerce Mariposa County EDC	Short Term (1-3 Years) Timeline: FY18-20	New business investment	X
Objective 2.3: Promote and develop business resiliency to avoid, withstand, and recover from economic and natural disaster disruptions.						
Action 2.3.1:	» Implement regional objectives that will create a more resilient region. » Identify and address vulnerabilities that Mariposa County may face. » Work to address fire protection/management & highway maintenance/repairs. » Incorporate cost of wild-land fire insurance requirements into land use planning. » Proactively monitor planning activity and operational changes in YNP.	Staff and partner time	**Lead:** County Economic Development Office **Supporting Partners** CSEDD members County Community Development Department MPUD County Public Works CALFire & CALTrans	Ongoing Timeline: FY19-27	Stronger, more resilient economy	X

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STRATEGIC INITIATIVE #3

Establish a **Think Local Campaign** to identify and address the needs of existing businesses and provide access to local resources and services to enhance their performance.

Goal #3: Maintain, Strengthen & Grow Local Businesses

Objectives/ Actions	Action Steps	Estimated Cost	Potential Partners	Timeframe for Completion	Expected Outcome(s)	In-Progress
Where do we want to be?	*What steps must be taken to implement the strategy?*	*What specific supports are needed to implement this action step?*	*Who is most closely responsible and accountable for taking each action step?*	*By when will the step be completed?*	*What can be expected when the step is complete?*	
Objective 3.1: Retain and Expand Existing Businesses						
Action 3.1.1:	» Establish business visitation program » Establish economic gardening program » Offer Business Tune-up classes	Staff and partner time Budget: $60,000	**Lead:** County Economic Development Office **Supporting Partners** MLWDB, SBDC, Chamber	Ongoing Timeline: FY18+	Improved business performance and job growth	
	» Adopt local vendor purchasing policy » Encourage local purchasing » Establish small business loan program	Staff and partner time Budget: TBD	**Lead:** County ED Office/ County Counsel/CAO **Supporting Partners** Local Banks, Chamber	Short Term (1-3 Years) Timeline: FY19-21	Strengthens local businesses	X
Action 3.1.2	» Develop an at-risk business identification & assistance program	Staff and partner time	**Lead:** Mother Lode Workforce Board **Supporting Partners** County ED Office Business Association	Ongoing Timeline: FY18+	Reduced business closures and job loss	
Action 3.1.3	» Conduct retail market study » Promote shop local » Launch business referral campaign » Hold retail boot camp » Expand retail/restaurant base » Attract outdoor recreation store » Recruit rock climbing school	Staff and partner time Budget: $30,000	**Lead:** Chamber of Commerce **Supporting Partners** County ED Office Business Association	Short Term (1-3 Years) Timeline: FY18-20	Increased local spending and sales tax revenue	X
Action 3.1.4	» Conduct healthcare needs assessment survey » Expand healthcare services	Staff and partner time Budget: $50,000	**Lead:** JC Fremont Hospital District **Supporting Partners** County ED Office	Medium Term (4-7 Years) Timeline: FY19-25	Diversification of the local economy Expanded job opportunities	

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STRATEGIC INITIATIVE #4

Launch a **Rural Entrepreneurship Initiative** to encourage and support new business formation.

GOAL #4: FOSTER RURAL ENTREPRENEURSHIP

Objectives/ Actions	Action Steps	Estimated Cost	Potential Partners	Timeframe for Completion	Expected Outcome(s)	In-Progress
Where do we want to be?	*What steps must be taken to implement the strategy?*	*What specific supports are needed to implement this action step?*	*Who is most closely responsible and accountable for taking each action step?*	*By when will the step be completed?*	*What can be expected when the step is complete?*	
Objective 4.1: Develop a pipeline of entrepreneurs by supporting potential entrepreneurs to start and launch a business, nurturing entrepreneurial aspirations in youth, and identifying and fostering an entrepreneur-friendly environment.						
Action 4.1.1:	» Produce business start-up guide » Connect entrepreneurs with business resources » Offer Entrepreneurial Training	Staff and partner time Startup Guide: $10,000 Training: $10,000 annually	**Lead:** County Economic Development Office **Supporting Partners** SBDC Chamber of Commerce MLJTA	Short Term (1-3 Years) Timeline: FY18-20	Business creation Expanded job opportunities Diversification of the local economy	X
	» Set-up entrepreneurial competition » Set-up business incubator	Staff and partner time Competitions: $5,000 annually Additional planning required for business incubator	**Lead:** County Economic Development Office **Supporting Partners** MCUSD SBDC Chamber of Commerce MLJTA	Medium Term (4-7 Years) Timeline: FY19-25	Promotes entrepreneurship Business creation	
	» Start an entrepreneurial pathway course and hold a business plan competition	Staff and partner time Budget: TBD	**Lead:** Mariposa County Unified School District **Supporting Partners** Mariposa County EDC County Economic Development Office	Medium Term (4-7 Years) Timeline: FY19-25	Promotes entrepreneurship	
Action 4.1.2	» Support Made in Mariposa » Establish MIM Retail Outlet	Staff and partner time Budget: TBD	**Lead:** County Economic Development Office **Supporting Partners** Chamber of Commerce	Short Term (1-3 Years) Timeline: FY18-20	Business expansion and job creation Diversification of the local economy	X

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STRATEGIC INITIATIVE #5

Adopt **Placemaking Principles** that create authentic, vibrant town centers consistent with the community's heritage that will strengthen existing businesses, attract new investment, and provide residents and visitors alike a high quality of life with a variety of cultural, entertainment, shopping, culinary, and recreational experiences.

Goal #5: Promote Vibrant Communities & Town Centers in Which to Live, Work, & Play

Objectives/ Actions	Action Steps	Estimated Cost	Potential Partners	Timeframe for Completion	Expected Outcome(s)	In-Progress
Objective 5.1: Protect and enhance Mariposa County's quality of life and heritage through development of vibrant communities and town centers that attracts new business investment, facilitates job growth, and enhances economic prosperity consistent with local culture and aesthetics						
Action 5.1.1:	» Complete Mariposa Creek Corridor Parkway Extension » Establish Mariposa Creek Trail Foundation	Staff time Design & Planning: $60,000 Construction: unknown until plans are complete	**Lead:** County Public Works/Planning Dept.	Short Term (1-3 Years) Timeline: FY17-19	Enhances the quality of life for local residents and helps attract tourists	X
Action 5.1.2:	» Implement downtown specific plans for Mariposa and Coulterville » Improve Streetscape Appearance » Adopt Main Street Programs	Staff, partner and volunteer time Budget: $50,000	**Lead:** County Community Development Department **Supporting Partners** Merchants/property owners County Office of Economic Development	Medium Term (4-7 Years) Timeline: FY19-25	Improves downtown areas and helps attract tourists	
Action 5.1.3:	» Increase diversity of recreation	Staff time Budget: TBD	**Lead:** County Parks and Recreation Division	Long Term (8-10 Years) Timeline: FY17-26	Enhances the quality of life for local residents and helps attract talent	
Action 5.1.4:	» Improve pedestrian/bicycle pathway connectivity	Staff time Budget: TBD	**Lead:** County Public Works/Planning Dept	Medium Term (4-7 Years) Timeline: FY18-24	Enhances the quality of life for local residents and helps attract tourists	

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STRATEGIC INITIATIVE #5 cont.

Objectives/ Actions	Action Steps	Estimated Cost	Potential Partners	Timeframe for Completion	Expected Outcome(s)	In-Progress
Action 5.1.5:	» Promote environmental sustainability	Staff time	**Lead:** County Community Development Department	Ongoing Timeline: FY18+	Attracts visitors/talent	X
Action 5.1.6:	» Explore opportunities & demand for additional arts facilities	Staff and partner time Budget: TBD	**Lead:** Arts Council	Long Term (8-10 Years) Timeline: FY17-26	Attracts visitors/talent	
Objective 5.2: Improve and expand the county's housing stock to accommodate the demand for worker housing and the needs of a growing population						
Action 5.2.1	» Establish home improvement fund » Provide adequate housing sites » Require TRO business licenses » Adopt weatherization program » Conduct housing demand study	Staff and partner time Budget: TBD	**Lead:** County Community Development Department **Supporting Partners** Board of REALTORS	Medium Term (4-7 Years) Timeline: FY18-24	Increase in housing supply and construction jobs	X

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STRATEGIC INITIATIVE #6

Facilitate a strong **Workforce Development Partnership** among education, workforce training, industry, and economic development that targets in-demand and priority occupations to meet industry needs for a skilled workforce.

GOAL #6: MAINTAIN AND ENHANCE THE COMPETITIVENESS OF MARIPOSA COUNTY'S WORKFORCE TO SUPPORT BUSINESS GROWTH, ESPECIALLY IN TARGET INDUSTRY CLUSTERS AND GROWTH SECTORS

Objectives/ Actions	Action Steps	Estimated Cost	Potential Partners	Timeframe for Completion	Expected Outcome(s)	In-Progress
Where do we want to be?	*What steps must be taken to implement the strategy?*	*What specific supports are needed to implement this action step?*	*Who is most closely responsible and accountable for taking each action step?*	*By when will the step be completed?*	*What can be expected when the step is complete?*	
Objective 6.1: Develop, retain, and attract talent to Build a Skilled Workforce that meets industry's needs						
Action 6.1.1:	» Convene workshop on aligning Career Pathways/ CTE Programs with target industry clusters » Investigate opportunities and need for education pathways for low-skilled adults » Encourage development of Internships/Pre-Apprenticeship programs » Address employer needs for Workforce training and Skills Upgrade	Staff and partner time	**Lead:** County Economic Development Office **Supporting Partners** Mother Lode WDB MLJTA Business Association Chamber of Commerce Mariposa County High School/MCUSD	Ongoing Timeline: FY18+	Reduced unemployment Retention of younger generation Provides local businesses with well trained and qualified workers	X

ACRONYMS
TBD – To Be Determined
MLJTA – Mother Lode Job Training Agency
MCUSD – Mariposa County Unified School District
SBDC – Valley Sierra Small Business Development Center
MPUD - Mariposa Public Utility District
MLWDB - Mother Lode Workforce Development Board

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5 IMPLEMENTING THE ECONOMIC VITALITY STRATEGY

ENABLING CONDITIONS FOR ECONOMIC DEVELOPMENT

In order for Mariposa County to successfully implement the Economic Vitality Strategy and Action Plan, **the county must adopt an organizational structure and develop the capacity** needed to undertake the program.

Goal: Maintain an environment that is conducive to economic development.

Objective: Realize sufficient revenue from expansion and diversification of the county's economic base to sustain and enhance the public services and infrastructure needed by local residential, commercial and industrial activities and social services.

ORGANIZING FOR SUCCESS

Establish an Organizational Structure

- Establish an **Economic Development Advisory Committee** to serve as an advisory board to the Board of Supervisors, comprised of two members from the Board of Supervisors, plus one representative from each of the following organizations: Chamber of Commerce/Visitor Center, Tourism Bureau, Business Association, Economic Development Corporation, and a representative from each of the Planning Area Advisory Committees.
- Set-up economic development as a separate department that reports to the County Administrator.
- Establish a **Business Development Team** consisting of key members from Economic Development, Planning, and Public Works.

Build Internal Capacity

- Expand **Economic Development Staff** to oversee economic development activities and implementation of the Economic Vitality Strategy. Staff should include 2-3 full-time equivalent staff (including a manager, marketing specialist/economic development analyst, and an assistant).
- Develop and implement an **Annual Work Program** for economic development to identify the scope of activities and set priorities and budget for the year.
- Consider hiring **Student Interns** from the high school and/or submit an application to AmeriCorps for economic and community development assistance (www.americorps.org).

Expand Budget/Funding Sources

- Increase the **Annual Operating Budget** for economic development to approximately $250,000 - $300,000. As necessary, gradually increase the budget to effectively implement annual work programs.

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- Investigate state, federal, and charitable **Economic Development Grants**, including USDA Rural Business Development and Rural Community Development Initiative Grants (see http://reconnectingamerica.org/resource-center/federal-grant-opportunities).
- Establish a low cost annual **Business License Fee** for the purpose of tracking business statistics and funding economic development services.
- Conduct an annual assessment of **Transient Occupancy Tax** revenues to monitor monthly and annual trends regarding room nights from the different types of accommodations (motels, BnBs, vacation rentals) and locations.

Develop Collaborative Networks

- Collaborate with **Local and Regional Stakeholders** on common infrastructure needs, marketing, and economic development efforts to promote the community's mutual interests.
- Continue to **Building Partnerships** with local business groups, regional economic development organizations, workforce training providers, and industry groups.

BRAND IDENTITY AND PLACE MARKETING

Increase External Visibility and Awareness

- Prepare and implement a **Strategic Marketing Plan** to promote Mariposa County as a business friendly location for target industries. Promote on county website.

ECONOMIC DEVELOPMENT TOOLS

Develop and Utilize Tools

- Monitor and **Measure Progress** on accomplishing the goals and objectives set forth in the Economic Vitality Strategy.
- Continually evaluate and improve upon the current **Economic Development Website** so that it always provides the most current and useful information for businesses and links to technical assistance resources.
- **Utilize Databases** like California EDD labor market information or commercial sites such as Emsi to monitor economic and labor market trends.
- Create **Website Dashboards** of local economic indicators using free software applications like Tableau Public.
- Obtain and use **GIS Applications** like Zoom Prospector to offer up-to-date information on the economic development website about demographics, workforce, infrastructure, housing, commercial/industrial development sites for lease or sale, employment, and the number and type of businesses and industry.

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KEY PARTNERS & STAKEHOLDERS

The success of the Economic Vitality Strategy (EVS) will require committed county leadership and active community partners to implement specific actions that are coordinated by the county's Economic Development Department, working in conjunction with the Board of Supervisors and other county agencies. Active participation by community partners will be vital to the success of the EVS. An initial list of community partners for implementing the EVS includes the following organizations:

- Yosemite Mariposa County Tourism Bureau
- Mariposa County Chamber of Commerce & Visitor Center
- Mariposa County Economic Development Corporation
- John C. Fremont Hospital District
- Mariposa County High School District
- Mother Lode Workforce Development Board
- Mariposa County Business Association
- Mariposa County Arts Council
- Mariposa Public Utility District
- SierraTel
- Mariposa County Board of REALTORS®
- YARTS

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6 MONITORING SUCCESS

PERFORMANCE MEASURES

There are a number of indicators that can be used to measure the county's progress in achieving its economic development goals. Tracking these indicators on an annual or quarterly basis will provide insight into the health of the local economy and assist in monitoring the county's progress in accomplishing its economic development goals and objectives. The following economic indicators can be used as a yardstick for evaluating progress in improving the overall prosperity of the county:

Economic Indicators Report – a baseline Economic Indicators Report was prepared prior to updating the EVS. This should be updated annually to monitor changes and trends in the local economy. The economic indicators report should include:

- **Employment by industry and sector**. This information can be obtained from the California Employment Development Department Labor Market Information (see www.labormarketinfo.edd.ca.gov/county/marip.html).
- **Tourism spending and revenue** including visitor spending by sales category, revenue generated and the amount of Transient Occupancy Tax collected. This information can be obtained from Dean Runyon Associates (see www.deanrunyan.com/doc_library/CAImp.pdf).
- **Commercial office, retail, and industrial space availability & cost**. The Building Department can provide information about building permits. Office, retail and industrial vacancy and lease rates can be obtained from local commercial and industrial real estate brokers (see www.loopnet.com/California/Mariposa-County-Commercial-Real-Estate/).
- **Retail sales and growth data** by retail category and sales per outlet. This information can be obtained from the California Retail Survey, which publishes an annual report (see http://californiaretailsurvey.netfirms.com/). Sales tax revenue data can be obtained from the California Board of Equalization (see www.boe.ca.gov/news/tsalescont15.htm).

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Implementation Status & Outcomes Report – actions and expected outcomes were identified in the Economic Vitality Strategy. These should be monitored on an annual, quarterly, or monthly basis as to their status and success in accomplishing the goals and objectives set forth in the EVS. Strategic plan indicators include:

- **Business Outreach.** Number of businesses visited and assisted (BRE Program).
- **New Business Formations and Attraction**. Number of new businesses formed or relocating to Mariposa County. The county business license office can provide this information including the number of fictitious business name certificates filed and associated revenue as an indicator of new businesses formed or new businesses moving into the county.
- **Business Vitality and Growth.** Number of full and part-time jobs gained/lost due to business expansion, contraction, closure, and retention. This information can be obtained from the California Employment Development Department, Mother Lode Workforce Development Board, WARN Notices, and business visitation program.
- **Business Licenses and Revenue**. The county business license office can provide this information to the Economic Development Manager.

Economic Vitality Report Card - An annual business survey would provide feedback on how county operations and other factors are affecting the business climate.

RE-EVALUATING PRIORITIES OVER TIME

Using the indicators listed above, the county should evaluate progress in completing actions on an annual basis. The annual report provides a mechanism for county staff to recommend, if necessary, modifications to the Economic Vitality Strategy to improve its effectiveness. Over the next five years, economic conditions will change and new opportunities may arise. While the overall objectives of the Economic Vitality Strategy may not change over the next five years, the county should reassess its priorities in light of changing conditions and opportunities.

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APPENDICES

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A STRATEGIC ACTION PLAN FRAMEWORK

WHAT IS A STRATEGIC ACTION PLAN & IMPLEMENTATION PROGRAM?

Strategic planning is **a process that communities can use to decide where they want to be at some future point in time and the steps that need to be taken to achieve that outcome**. The Strategic Planning Process starts with an assessment of existing conditions, including an analysis of the local economy's strengths and weaknesses, and community input about major issues and needs. The analysis answers the question "where are we now?" Once issues and opportunities are identified, a proposed strategy or course of action can be established. Strategies are then designed to address the vision of building a stronger, healthier economy. Clear and attainable goals and objectives are set based on the community's assets, competitive advantages, and capacity. Actions are then adopted that could be implemented to achieve the community's economic development goals. The strategic direction and associated actions address the questions "Where do we want to go?" and "How are we going to get there"?

Strategic Framework: The strategic direction includes a vision statement with prioritized goals and measurable objectives. The **Vision Statement** describes the desired end-state of where the community would like to be within the time horizon of the plan. A community's vision is a broad statement about a long-term outcome that may, or may not be completely obtainable. **Goals**, on the other hand, are specific targets to be attained in achieving the vision. The goals should be realistic and limited to a manageable number. Some goals can be realized within a short period of time, while others require a longer period to be implemented. **Objectives** are measurable outcomes that when achieved help accomplish a desired goal. **Actions** are the specific activities that will be taken in meeting each objective and may involve a number of **Action Steps** in order to complete the action. Fiscal constraints, organizational capacity, and competing demands for scarce resources make it necessary to set priorities for which actions to take. The vision statement, goals, and objectives provide a strategic framework for public and private decision-making and serve as the basis for the formulation and focus of an action plan.

Implementation Program: Once the goals, objectives, and actions have been established, the question of how to implement each action must be addressed. An Implementation Program or plan outlines the specific steps that should be taken to accomplish the goals. The Implementation Program has three major elements: (1) **Specific Tasks:** what will be done and by

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whom. (2) **Time Horizon:** when will it be done, and (3) **Resource Allocation:** (i.e., money, staff) needed to carry out the specified tasks and activities. The Implementation Program includes a detailed approach, success measures and benchmarks, milestones and deadlines, order of magnitude cost, potential funding sources, and implementing entities in order to offer a clear path for execution of each strategy.

Strategic Action Plan: The Strategic Framework and associated Implementation Program constitute the Strategic Action Plan. The Strategic Action Plan provides a vehicle for individuals, organizations, local governments, education institutions, and private industry to engage in a meaningful conversation about the issues, goals and objectives, and actions that would best serve economic development in the community. Finally, performance measures evaluate whether the goals and objectives where accomplished. The Strategic Action Plan documents the steps needed to ensure that the strategies are implemented in a timely manner.

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B SITUATIONAL ANALYSIS

A comprehensive assessment of Mariposa County's economy, its economic base, and how it functions, including existing conditions, historical trends and future growth opportunities was undertaken to provide a foundation for identifying important industries driving local economic and employment growth (see Existing Conditions and Opportunities report). The next step in updating the Economic Vitality Strategy for Mariposa County is the identification and mapping of community assets to determine what makes Mariposa County unique, special, or competitive relative to other communities. This step also includes a competitive assessment of Mariposa County as a business location based on industry site selection requirements, a SWOT analysis of the county's strengths and weaknesses, and an evaluation of the county's capacity, organizational capabilities, and leadership for implementation of economic development.

Community Assets/Strengths

Long-term, sustained economic growth and development builds on a community's economic, cultural, physical, and environmental assets. Asset-based economic development focuses on how a community's natural amenities; cultural and historical resources; and human capital can be leveraged into sustained economic growth and productivity. Community assets can also include the presence of key institutions, such as a college or hospital. A community asset (or resource) is anything that can be used to improve the quality of life or economic competitiveness of a community. This approach to economic development involves identifying community assets and evaluating how preserving and strengthening them could contribute to overall regional and local economic competitiveness.[9]

Mariposa County is blessed with an abundance of assets including beautiful natural scenery, a rich and colorful heritage and identity, abundant outdoor recreational opportunities, strong and capable local leadership, and committed citizens who are more than willing to engage in making their community an even better place to live, work, play, and raise a family. Mariposa County also has numerous assets that make it an attractive place for tourism and as a place to locate a business. Accessible year-round, *Yosemite National Park* is world famous for its impressive waterfalls, meadows, granite rock structures, wildlife, and sequoia trees. Other tourist attractions include: the Sierra and Stanislaus National Forests; Lakes McClure and McSwain; Merced River; California State Mining & Mineral Museum; the historic communities of Mariposa, Hornitos, Bear Valley, and Coulterville; outdoor recreational

9 International City/County Management Association (ICMA) Center for Sustainable Communities, "Asset-Based Economic Development: Building Sustainable Small and Rural Communities", November 2012

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activities such as fly fishing, hiking, camping, and river rafting; and activities and events such as the county fair, ziplining, art and music festivals, the Butterfly Festival, and Gold Rush and civil war days. Community assets also include the county's rural character and quality of life, family friendly atmosphere, low crime rate, local arts community, and mild climate. Many of the assets that make Mariposa County an attractive place to live and visit also make it attractive for businesses to locate and expand. In updating the EVS the objective is to leverage these assets in order to strengthen the tourism sector and to expand and diversify business development opportunities resulting in quality jobs for local residents, increased tax revenue for local government, and a healthier county economy.

Competitive Assessment

When considering locations for potential investment, site selectors evaluate a number of factors to determine the best fit. The level of importance of specific criteria varies based on the specific needs of the business, but there are several criteria that are common to most, if not all, business location decisions. Key site selection factors are tracked by Area Development Magazine, which conducts an annual survey of companies and site selectors, as to the key factors influencing business location decisions. Companies rank the importance of various factors impacting their location requirements on a scale of 1 ("not important") to 5 ("very important"). The most recent national site selection survey conducted by Area Development Magazine in 2015, found that the availability of skilled labor was the highest-rated factor, followed by highway accessibility and quality of life factors. Occupancy costs, the availability of buildings, and labor costs were also among the top ten site selection factors. Criteria listed in Area Magazine's annual site selection survey were used to evaluate Mariposa County as a competitive location for business:

- **Regional Transportation Infrastructure and Proximity to Major Markets:** Surveys of site location requirements consistently rank highway accessibility near the top. The ability to move goods and supplies efficiently and cost-effectively is a key requirement for many companies who want to be in close proximity to their customers and suppliers. Businesses also look at where they can procure supplies, raw materials and other inputs efficiently and cost-effectively. One of the challenges facing Mariposa County is access to major domestic and international markets due to its distance from Interstate highways, ports, and rail facilities. FedEx, UPS, and DHL shipments and deliveries are available locally. Mariposa Shipping Company is an officially recognized UPS and *FedEx Authorized Shipping Center* and as such provides convenient access to *FedEx Ground®*, *FedEx Express* and *FedEx International* products and service.

  Transportation costs and time to delivery are important considerations for many companies. The town of Mariposa is located within a 60-mile radius of major markets in the Central Valley (Modesto and Fresno) and over 150-miles to Sacramento and Oakland. The distance to major markets and the quality of the regional highway infrastructure limits the type of businesses that would find Mariposa County a competitive location.

  Mariposa County has no rail service and a single general aviation uncontrolled airport, that is currently undeveloped as a goods movement distribution facility. The county is served by several east-west highways that connect the county to metropolitan areas in the Central Valley

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and Bay Area. State Highway 132 serves the northern portion of the county connecting Coulterville to Modesto and the Central Valley. SR-140 is the primary transportation corridor that connects the town of Mariposa to Merced and Highway 99 to the west. Highway 41 connects the southern portion of Mariposa County to Madera and Fresno counties.

- **Available Buildings and Building Sites:** Mariposa County has a small commercial real estate market with a limited supply of office, retail, and industrial space available for lease. Having a sufficient supply of office and industrial space is crucial not only for companies looking to relocate, but also for existing companies that are looking to expand. Online searches of LoopNet.com, OfficeSpace.com, CommercialSearch.com, and MetroListPro.com as of February 21, 2017 found no vacant space of any size currently available for rent. According to OfficeSpace.com, Mariposa County has 33 office buildings, but no space for lease currently on the market. Shovel-ready development sites are just as scarce. A search of CommercialSearch.com found one commercially zoned parcel that was for sale.
- **Quality of Life:** The ability to attract and retain talent is strongly influenced by a community's quality of life, which is composed of a number of factors including the quality of public schools, crime rate, parks and open space, climate, housing costs, healthcare facilities, cultural opportunities, and colleges in the area. Mariposa County's quality of life is considered to be one of its key assets by local residents.

Although Mariposa County lacks a community college, Merced College, Madera Community College, Columbia College, and Modesto Junior College are located nearby. UC Merced and CSU Stanislaus in Turlock are in close proximity (40-60 mile drive).

- **Availability of Skilled Labor:** Labor availability consistently ranks at or near the top of the critical factors that are important in business site selection decisions. Most employers prefer to hire individuals with a minimum of a high school diploma and, in many instances, with vocational or technical training/experience, depending upon the type of position.

  Mariposa County has an older workforce with a smaller proportion (40.4%) of its working age population age 16+ in their prime working years (age 25-54) than the state average (52.9%). The county's workforce population meets the minimum hiring standards with a higher percentage of residents age 25-64 in the labor force that graduated with a high school diploma (90.1%) than the state overall (82.6%). Approximately 41.0% of residents have an associate's degree or completed some college compared to the statewide average of 30.2%. Although Mariposa County has a higher percentage of workers that are high school graduates or have completed some college, as educational attainment reaches higher levels of post-secondary education such as a bachelor's or graduate degree, the county starts to fall behind the statewide averages. Local workforce training resources are limited to career technical education programs offered by the high school district and job training programs offered thorough the Mother Lode Workforce Board.

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- **Labor Costs:** Average wage rates have a direct impact on the cost of doing business. Most employers would prefer a location where the average wages in the community are 10 to 15 percent lower than their wage rates in order to offer candidates a better employment opportunity. Average wage rates in Mariposa County, while competitive with other Central Sierra counties, are generally lower than adjacent communities in the San Joaquin Valley. Locations with lower labor costs are more competitive, assuming the same quality of workforce.
- **Energy Availability and Costs:** PG&E provides electric service to commercial and industrial customers in Mariposa County. To remain competitive in today's economy PG&E offers several incentives, rebates, and other economic development programs to assist small businesses. These programs include an Energy Efficiency Rebate, Targeted Rate Reduction program, and other incentives. PG&E recently announced that it will soon begin offering a competitive new electric rate aimed at promoting economic development by making it possible for eligible employers to keep, expand, or launch new operations in California rather than leave the state. The new rate, approved by the California Public Utilities Commission targets companies with power loads of at least 200 kilowatts that would otherwise locate operations out-of-state. The rate would provide a 12 percent rate reduction for five years for those who avow that they need it to stay, site new operations, or expand existing facilities in California.
- **Business Climate and Regulatory Environment:** According to a 2012 California Manufacturing and Technology Association (CMTA) survey, manufacturing companies do not stay in California because the state has a great business climate or ranked highly in important site location factors. The majority of companies stay because the state offers close proximity to customers and suppliers or they are a small business whose owners make a lifestyle choice to stay. Streamlining the regulatory and permitting processes, providing business assistance, and offering local financial incentives would help make Mariposa County a more attractive location for growing companies.
- **Financial/Business Incentives:** A statewide Business Incentives Program managed through the Governor's Office of Business and Economic Development (GO-Biz) offers a number of financial incentives including a sales and use tax exemption for manufacturing equipment, a long-term unemployed tax credit for areas of high unemployment and poverty, and a recruitment and retention incentive to attract new companies to California and expand existing companies. The statewide business incentive program does not provide a local competitive advantage for Mariposa County.
- **Availability of Advanced ICT Services:** Advanced telecommunications are a critical piece of infrastructure in today's economy. Businesses now regard advanced ICT capabilities as another aspect of infrastructure along with factors such as reliable electricity and sound transportation systems. Cities across America are starting to install

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their own Gigabit fiber networks as part of economic development initiatives to attract technology companies.[10] Because of relatively low population density, topographical barriers, and greater geographical distances, broadband service may be more difficult to obtain in some rural areas. **SierraTel** has an extensive and robust fiber infrastructure as well as the fiber connectivity that is required to provide gigabit speeds in its service area in Mariposa County. SierraTel offers a variety of technologies for businesses including digital subscriber line (DSL), T-1, and Ethernet Transport Service (ETS) up to 250 Mbps. The **Corporation for Education Network Initiatives in California (CENIC)** intends to deploy a 1,371-mile fiber backbone network through 18 Central Valley counties. The network, consisting of 720 newly constructed miles of fiber and the leasing of 164 miles of dark fiber, will provide Internet backbone service to Amador, Calaveras, Colusa, El Dorado, Fresno, Kings, Kern, Mariposa, Merced, Madera, Nevada, Placer, San Joaquin, Stanislaus, Sutter, Tuolumne, Tulare, and Yuba counties. In addition, the project will construct 12 new wireless nodes in order to deploy WiMax last-mile service to the rural portions of Fresno, Tulare, Kings, and Kern Counties.

- **Housing Availability:** According to the California Department of Finance there were 10,467 housing units in Mariposa County as of January 1, 2016, the vast majority of which are single family detached (7,034) followed by mobile homes (2,408). U.S. Census Bureau data, as of 2015, showed 2,967 vacant housing units in Mariposa County with a 28.8% vacancy rate. The high vacancy rate within the county is mainly due to housing units that are for seasonal, recreational, or occasional use, which account for approximately 50% of the vacancies. This is mainly a consequence of Yosemite National Park being a tourist destination, which attracts the majority of visitors during an 8 to 9 month period, resulting in seasonal work for most of its employees who seek employment elsewhere after the peak season ends. Other contributing factors include vacation homes and rentals, which tend to take away from the housing stock for potential full-time occupants. Another 27% of the vacancy rate is attributable to housing units that are for sale or were sold but not occupied. The remaining vacant units include 247 units for rent (8.3%). Statewide less than 2% of all housing units are held for occasional use, whereas in Mariposa County 16.4% are held for occasional use (second homes or transient occupancies). There are approximately 16 homes/condos for sale currently on the market with a median asking price of $362,450.

10 Hesse, Markus, Access, "Location Matters", Fall 2002

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Entrepreneurial Development System

Traditional economic development tools, such as business recruitment and business retention and expansion (BRE) programs target existing businesses. Entrepreneurship is about starting new businesses that do not yet exist. As such entrepreneurs play a vital role in economic development as key contributors to new business formation, technological innovation, and new job growth. Encouraging entrepreneurship is an effective path to revitalization of rural economies.

Having an Entrepreneurship Development System (EDS) in place to nurture and support entrepreneurs is an important mechanism for creating a viable, sustainable community. An Entrepreneurship Development System is centered around three common core goals:[11]

- Creation of a pipeline of entrepreneurs by nurturing entrepreneurial aspirations in youth, identifying and supporting potential entrepreneurs and fostering an entrepreneur-friendly environment that attracts entrepreneurs;
- System of financial and technical support for all types of entrepreneurs of varying motivations and skill levels; and
- Fostering a supportive policy and cultural environment of entrepreneurship within the public, private and non-profit sectors.

Mariposa County currently does not have any formal EDS infrastructure in place to support entrepreneurship. A course in entrepreneurship should be established at Mariposa County High School and integrated into career programs in order to begin developing a pipeline of entrepreneurs early.

Organizational Capacity

Rural counties across the country are working hard to cultivate thriving local economies that are attractive to businesses and residents alike. Having an effective organizational structure with the capacity, resources, and clear policy direction will become increasingly more important in order to remain competitive and resilient. According to a 2014 report by the National Association of Counties, "more than 90 percent of county governments engage in economic development initiatives, but only 57 percent of counties have a county department managing economic development initiatives. Counties most typically focus on workforce training, business attraction and retention and regional marketing in their economic development partnerships. Additionally, counties collaborate with other stakeholders to promote broader resiliency goals."[12]

Mariposa County has an Economic Development Office with a broadly defined mission that includes business attraction, retention and expansion; pursuing sustainable economic growth and expanding job opportunities; broadening support for recognition of the arts through the development of programs and partnerships, securing funding for infrastructure and "quality of life" projects, grant writing to launch projects/programs, marketing, and coordinating with local and regional partners. Having the right organizational structure with adequate staffing and funding is critical to the success of the county's economic development efforts. The County Administrative Officer has oversight of the staff responsible

11 W.K. Kellogg Foundation, "Entrepreneurial Development Systems in Rural America"
The Aspen Institute, "Revitalizing Rural Economies Through Entrepreneurship Development Systems", December 2008

12 National Association of Counties, "Strong Economies, Resilient Counties: The Role of Counties in Economic Development", 2014

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for these activities. Currently, economic development functions are performed by a single staff member. Implementation of the updated Economic Vitality Strategy will require 2-3 full-time equivalent staff (including a manager, marketing specialist/economic development analyst, and an assistant), an annual work plan, and an operating budget of approximately $250,000 - $300,000.

To be effective, county economic development efforts should continue to engage with adjacent counties and regional partners such as the Central Sierra Economic Development Corporation, Tuolumne Economic Development Authority, Madera County Economic Development Commission, Valley Sierra Small Business Development Center, and Mother Lode Workforce Board. In addition, Mariposa County should capitalize on the network of local business and non-profit organizations that support economic development in Mariposa County. These partner organizations include 1) the Mariposa County Chamber of Commerce, 2) Yosemite Mariposa County Tourism Bureau, and the 3) Economic Development Corporation of Mariposa County. These organizations can assist with implementation of the Economic Vitality Strategy programs.

The Mariposa County Chamber of Commerce promotes economic vitality in the community by providing low-cost, high-end business resources for companies operating in or planning to locate within Mariposa County. The Chamber also operates the Visitor Center for Mariposa County, hosts the Made in Mariposa initiative, and maintains the Explore Mariposa website.

The Yosemite Mariposa County Tourism Bureau is the official destination marketing organization for Mariposa County. Its function is to manage the branding, sales and marketing efforts for the county to attract leisure and group overnight stays. The primary focus is on generating room nights during the off-season. The Tourism Bureau's funding comes from two sources: 1) an annual allocation from the Mariposa County Board of Supervisors and 2) a 1% levy on hotel room revenue collected from the Mariposa County Tourism Business Improvement District assessment. The Yosemite/Mariposa County Tourism Bureau currently has four full-time staff and retains several vendors to help carry out its broad range of activities.

The Economic Development Corporation of Mariposa County is a non-profit 501(c)(3) organization with a mission to promote sustainable economic growth throughout Mariposa County. Since its inception the EDC's objective is to enhance and diversify the local economy in a way that improves the economic prosperity of county residents, while preserving the county's cherished quality of life. The EDC is governed by an all-volunteer Board of Directors and Advisory Council, and operates a Business Assistance Center that assists businesses with their plans for relocation, start-up or expansion.

Brand Identity and Place Marketing

Mariposa County has a reputation of being a rural community with good schools and limited jobs. The dominate attraction is Yosemite National Park which draws over 5 million visitors annually. Because Yosemite is so dominate, other attractions and parts of the county often go unnoticed. An updated image and identity is needed which portrays Mariposa County as both a place for doing business and as a location with an abundance of outdoor recreational activities. The value proposition should also

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identify Mariposa County as a community that attracts top talent due to its quality of life. Place marketing and branding is about promoting a "*place's values and image so that potential users are fully aware of its distinctive advantages*". [13]

SWOT ANALYSIS

Economic development is competitive. There are 482 cities and 58 counties in California, each trying to attract new businesses, business relocations, and corporate expansions. Many of these local governments have full-time economic development staffs that are working to improve their competitive position in order to expand their employment base, diversify their economy, and strengthen their tax base. Critical to the development of a successful economic development strategy is a realistic assessment of a community's suitability and competitiveness as a business location. An analysis of a community's strengths, weaknesses, opportunities, and threats (SWOT) identifies the internal and external factors that make the county a competitive location or that may constrain potential economic growth. A SWOT analysis also considers what factors and/or elements are in place (or need to be put in place) to ensure the community's economic resiliency or long-term success. The SWOT analysis provides a framework for identifying local action items and priorities, and for creating a list of action items under each category help decision-makers: build on community strengths; address weaknesses; take advantage of opportunities; and prepare for threats.

SWOT Defined

- **Strengths** are a region's relative competitive advantages (e.g., industry supply chains and clusters, extensive port, rail, and broadband assets, specialized workforce skills, higher education levels, regional partnerships) and often are internal in nature;
- **Weaknesses** are local issues or characteristics that limit or constrain a community's economic growth. Weaknesses are internal limitations or constraints that make the local economy less competitive unless they are eliminated or minimized.
- **Opportunities** are conditions that if capitalized on contribute to improvement or progress in achieving economic development objectives.
- **Threats** are external factors or trends that if realized can threaten a community's economic growth, leading to a weaker economy or decline (such as worker layoffs or local companies relocating to a lower cost location) due to global changes or shifts in consumer demand.

Sources of Input for SWOT Analysis

The evaluation criteria used for the SWOT analysis are based on ICMA *Asset-Based Economic Development for Building Sustainable Small and Rural Communities*, Area Development Magazine's site selection requirements survey, review of background reports and regional plans and studies, EVS Community Outreach comments/feedback, and the consultant team's analysis.

13 Kotler, P., Haider, D. H. and Rein, I. (1993), Marketing Places: Attracting Investment, Industry, and Tourism to Cities, States, and Nations, The Free Press, New York, p.18 www.placebrand.eu/pageID_8628845.html

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WHAT DOES THE SWOT ANALYSIS TELL US ABOUT MARIPOSA COUNTY?

The findings of the SWOT analysis indicate that Mariposa County has a number of strengths upon which to build a robust economy. There is an abundance of natural amenities and cultural/historical resources to attract visitors and tourists. Opportunities exist for starting new businesses. Employers looking to locate in Mariposa County have access to a qualified workforce that meets the basic hiring requirements and a local workforce board and job center that can assist with recruitment and training assistance. The presence of core companies in key industry clusters, an emerging healthcare sector, and lower labor costs than in adjacent Central Valley counties. Local leadership including a Board of Supervisors and staff that recognize the importance of developing and maintaining a healthy economy

Challenges include a limited supply of office and industrial space, lack of shovel ready development sites for light industrial, proximity to Central Valley regional markets and suppliers. Other weaknesses include the need for infrastructure improvements, lack of affordable housing, limited range of tourism services, organizational capacity, and clear policy direction.

Strategic Issues:

Strengthen & Expand Tourist Economy:

- Need to extend peak season year-round and minimize unemployment during off-peak season;
- Keep visitors in town longer and capture greater percentage of tourist spending;
- Expand the number of tourist attractions, events, & activities; Prioritize other than YNP.

Diversify Economic Base:

- Lack of development ready building sites;
- Assist existing businesses and not focus exclusively on tourism and business attraction;
- Lack of good paying jobs for younger generation;
- Address economic development needs in all subareas of the county.

Strengthen, Expand & Diversity Local Serving Businesses:

- Need to assist existing businesses and not focus exclusively on tourism and business attraction

Foster Rural Entrepreneurship:

- Support entrepreneurship and start-up companies.

Enhance Quality of Life:

- Maintaining unique, historic, authentic culture & character of the county;
- Preserve County's Historic Value;
- Retain Rural Charm;
- Protect Aesthetic Value;
- Maintain Rural Lifestyle;
- Provide Services for Elderly & Youth.

Workforce:

- Need to develop, retain, and attract skilled workers.

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TABLE 1: SWOT SUMMARY

	STRENGTHS	WEAKNESSES
INTERNAL FACTORS	• Weather • Proximity to Yosemite National Park • Proximity to UC Merced Innovation Center • Natural Landscape • Lakes & Rivers • Sierra & Stanislaus Forests • No Hassle Small Business Startup	• Defined Industry Clusters • Shortage of skilled workforce • Lack of Employment Opportunities for Youth and Young Adults • Water Supply • Broadband/Fiber optic network • Lack of Affordable housing • Medical (hospitals) • High land prices preventing new business growth • Available Shovel-Ready Development Space • Proximity to suppliers and large regional markets • Limited local serving retail
	OPPORTUNITIES	**THREATS**
EXTERNAL FACTORS	• Outdoor recreational opportunities • County Fairgrounds • Airport • Healthcare • Local agriculture • Local Artisans, Craftsman, & Hobbyist • Cultural events (performing arts center) • Cottage industries (start-ups) • Proximity to UC Merced Innovation Lab • Tourist Destination with Year-Round Activities & Events • Wood Resources • Capturing a higher percentage of Yosemite Visitors for overnight stays • Historical & Cultural Resources • Expanding & Diversifying the number & type of Outdoor Recreational Activities	• Fire, drought, and landslides • Dead trees from fire, drought, and insect infestation • Growth pressures that impact rural character and landscape of Mariposa County and gateway communities to Yosemite National Park • Contractions in the National Economy • Economic and demographic pressures affecting the viability of small farms • Demographic changes due to aging population and loss of younger generation due to a lack of local job opportunities • Difficulty in obtaining low-cost fire insurance in wild land areas. • Planning activities and changes in the operations for YNP may adversely impact the local economy. • Adverse changes in state and federal regulations and policy

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TABLE 2: SWOT ANALYSIS

Indicator	Strengths	Weaknesses
Cultural, physical, and environmental assets	Abundance of cultural, physical, and environmental assets High quality landscape, outstanding natural and historic environment	Lack of complete inventory in one location that is promoted to brand image
Economic Assets	John C. Fremont Hospital	No institution of higher learning including a local community college
Pass-Through Visitor Services	Visitor Center	
Destination Tourism Services	Yosemite National Park Tourism Bureau	Limited offering of tourist attractions, events, activities, restaurants, and other tourist products and services
Access to Markets/Suppliers Central location with easy low cost access to major markets and suppliers	Relative proximity to urban population centers which provide markets for goods and services. Mariposa is located within a 60-mile radius (90-minute drive time) of major metropolitan areas in the Bay Area, Sacramento, and Central Valley.	Capacity and quality of highway infrastructure is a potential constraint for many large companies. Better connections to the Central Valley are needed to improve goods movement and facilitate job growth.
Transportation Infrastructure Highway accessibility Proximity to transportation infrastructure for goods movement, such as rail, major airport, or shipping port	Mariposa County is served by three east-west highways SR 140, SR 132, and SR 41, which connect the county with central valley communities and Highway 99. SR-49 is the major north-south route.	Existing road infrastructure to the east is limited due to topography and Yosemite National Park. There are no Class I rail lines, major airport, or seaport. Mariposa is located within a 60-mile radius of major markets in the Central Valley (Modesto and Fresno), but the distance to major shipping ports in Stockton and Oakland are over 100 to 150-miles away and the quality of the regional highway infrastructure limits the type of businesses that would find Mariposa County a competitive location.
Available Facilities/Land Available buildings Available land Occupancy costs	Mariposa County General Plan policies seek to ensure that development shall occur first where services are located. The General Plan seeks to designate land areas and establish siting criteria to enhance economic opportunities (Goal 5-4) Zoning shall include flexible standards for defining business and industry uses in a changing economy Implementation Measure 5-4b(1).	Mariposa County has a small commercial real estate market with a limited supply of office, retail, and industrial space. The challenge facing the county is finding locations with adequate sewer/water infrastructure that are consistent with the General Plan's policies to support new job-creating businesses. An online searches of LoopNet.com, OfficeSpace.com, CommercialSearch.com, and MetroListPro.com found no vacant space of any size available for rent and only one parcel for sale.
Advanced ICT Services Broadband/Internet Infrastructure	SierraTel offers a variety of technologies for businesses including digital subscriber line (DSL), T-1, and Ethernet Transport Service (ETS) up to 250 Mbps.	Low population density, topographical barriers, and geographical distances, make broadband service more difficult to obtain in some rural areas. Continued expansion fiber footprint may need to be encouraged to assist in business recruitment efforts.
Energy/Utilities Infrastructure Availability and cost of water; sewer; electricity, gas	The Mariposa Public Utility District provides water and wastewater treatment services. Power and gas are provided by PG&E.	Infrastructure has not been extended to all areas and parcels

Internal Factors

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TABLE 2: SWOT ANALYSIS cont.

Indicator	Strengths	Weaknesses
Labor Market Conditions Availability of Skilled and unskilled Labor Training programs Labor costs Proximity to technical college/ training	Mariposa County has a higher percentage of workers that are high school graduates or have completed some college than the statewide average. The Mother Lode Workforce Board serves Mariposa County. Apprenticeship programs, short-term training aligned to third-party credentials, and incumbent worker training to upgrade skill sets in various industry sectors are available.	No community college Mariposa County has an older workforce with a smaller proportion of its working age population in their prime working years than the statewide average
Financial/Business Incentives State and local incentives Corporate tax rate Tax exemptions Availability of long-term financing	Statewide Business Incentives Program managed through the Governor's Office of Business and Economic Development	Lack of a local incentive program
Business Climate Public policy/regulatory environment Environmental regulations Fast-track permitting	Business-friendly zoning code and permit assistance center	
Quality of Life Weather Housing Healthcare Public Schools Crime Rate/Public Safety Cost of Living	Desirable place to live with mild year-round climate with an average temperature of 60.92°F and 269 days of sunshine with an abundance of outdoor recreational activities including two National Forest, Yosemite National Park, Rivers and Lakes, and hiking trails. Quality public schools with proficiency exam scores above statewide average. Full-service Hospital and regional health clinics. Relatively low cost of living. Mariposa County (106) has a lower overall crime rate per 10,000 population than the statewide (170) and national (167) averages. Rural areas offer an important, complementary balance to urban areas for outdoor recreation and healthy living and tourism activities	
Brand Image/Perceptions	Business friendly community with a skilled workforce and critical mass of companies in target industries	

Internal Factors

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TABLE 2: SWOT ANALYSIS cont.

Indicator	Strengths	Weaknesses
Economic Development Capacity/ Leadership	Existing General Plan Economic Development Element policies with County Board of Supervisors committed to economic development	Lack of an annual work plan and strategic marketing plan
Value-Added Agriculture & Agri-Tourism	Growing demand for locally sourced and organic food Potential for on-farm processing and agri-tourism	Development pressure and potential encroachment of urban uses and the resulting loss of agriculture land and rural environment. Periodic droughts
Potential for Visitor Attraction & Expansion of Tourist Sector	The tourism industry includes many different market segments that can be more fully exploited including Local/Regional Tourism, Destination Tourism, Recreation Tourism, Nature Tourism, Adventure Tourism, Cultural Tourism, and business and SMERF conferences. Development of tourism around natural, historic and cultural assets and outdoor recreational activities.	Global and regional competition for business attraction. Competition from other communities in the region that have lower labor costs and an available supply of "shovel ready" buildable land for employment generating uses. Potential to better integrate tourism
Entrepreneurship Development	Potential for expanding rural-based businesses (e.g. local artist, craftsman & hobbyists, artisan & traditional trades) through the Made in Mariposa program. Home-based business and rural home industries zoning reduce start-up and operating costs. Proximity to UC Merced Innovation Center No Hassle Small Business Startup	There is no formal Entrepreneurial Development System (including infrastructure and support services) in place to support entrepreneurship.
Global and Regional Economic Trends	The reshoring trend of manufacturing industries returning from offshore to the U.S. could bring some businesses to the area. Inherent desirability of rural living can be used to attract newcomers and returnees and retain local populations The trend toward advanced manufacturing, flexible manufacturing, and emerging technologies represent potential opportunities for lower cost production areas.	Economic development organizations in the County have not taken a lead role in addressing the long-term opportunities. If neighboring regions are aggressive, these areas may attract a greater share of new business.

Internal Factors

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C INDUSTRY CLUSTER DEVELOPMENT

In recent years, cluster strategies have become popular among economic development practitioners. Broadly defined, "*industry clusters" are* groups of similar and related firms in a defined geographic area that share common markets, technologies, supply networks, labor markets, consumers, buyers, and technical expertise and which are often linked by buyer-seller relationships. Firms in the cluster tend to be more productive and typically produce more than is needed for local use and sell primarily to markets outside the local economy. In order to compete more effectively, local economies need to understand their competitive strengths and target clusters. Research conducted by the Institute for Strategy and Competitiveness at Harvard Business School indicates that areas with strong clusters produce more economic growth, more jobs, stronger wage growth, and increased entrepreneurial activity than other areas. Well developed industry clusters with a strong focus on external markets can also help to reduce economic volatility.

What makes clusters effective is not just the spatial concentration of core companies within geographic proximity to each other. It's that an entire value chain exists within a cluster: suppliers, manufacturers, distributors, academic institutions, researchers, and workforce training, as well as those who provide relevant support services.[14] Well-developed industry clusters offer numerous advantages to cluster companies that include potential cost savings due to a greater availability of specialized vendors and business services; a larger pool of trained, specialized workers; financial markets familiar with the industry; ease of market entry for new firms who can tap into an existing specialized labor force; and increased innovation, collaboration, and information transfers.

Several nascent industry clusters have been identified based on Mariposa County's assets and competitive strengths. These nascent clusters represent opportunities for diversification and expansion of the local economy. While there may be other clusters that local leaders wish to consider, they should not diffuse their efforts by trying to support too many clusters. Instead, local leaders should strategically focus on a few clusters that have the greatest promise for expanding and diversifying Mariposa County's economy and employment base.

Cluster initiatives are considered long-term strategies that bear fruit over a period of time. The following clusters represent local strengths and opportunities for employment growth over the mid-to-long term. These clusters include a critical mass of firms that form the core companies and related businesses that drive these industry clusters. Target clusters include:

14 Bloomberg, "The Power of Industry Clusters", October 22, 2012

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1. **Food & Beverage Production, Processing, & Distribution Cluster:** consists of enterprises whose principal activities are the growing and harvesting of crops and animals, and the processing and distribution of food and beverage products. The Food Production, Processing, & Distribution Cluster is comprised of all enterprises in the regional food and beverage production value chain, including: farms, food processors, packing and storage warehouses, transportation, and wholesale distributors. The cluster includes small farmers, agri-business, wholesale distributors, packagers, breweries, wineries, water bottling, and companies that provide equipment, support, and products used in processing and packaging. Geographical factors that give Mariposa County a competitive advantage include agriculture and ranch land, a mild climate, and proximity to urban population centers. Representative core companies include Butterfly Creek Winery, Casto Oaks Wine, Costa Livos Olive Oil, George Radanovich Wines, Open Space Meats, Sierra Cider, Raw Roots Farm, Silver Valley Ranch, Sierra Lands Beef, L-Arrow Ranch, Mariposa Coffee Company, Rauch Ranch Vineyards & Winery, Yosemite Ale Works, Kitty's Rocky Road, Mt. Bullion Vineyard, Silver Fox Vineyard, and Glenda's Cowgirl Candy.
2. **Small Scale Advanced Manufacturing Cluster:** This cluster covers several manufacturing subsectors including fabricated metal products, machinery, nonmetallic mineral products, computer and electronic components, electrical equipment, and transportation parts and equipment. This cluster includes both production and distribution of manufactured products. Core companies include Tavis Corp, SDM Technology, Eastwood Industries, Jerry's Custom Truss, High Sierra Manufacturing Company, Garland Machine Shop, McGrath Arts Metalworking, Raucina Cabinet Company, Dayhoff Cabinets, and Colonial Woodwrights.
3. **Construction & Building Materials Cluster:** This cluster includes construction trades, component manufacturers, building and professional services, real estate, and financial services. Establishments in this cluster primarily provide local real estate services, general contracting, and specialty contracting for the building, purchasing, and renting of homes and related local infrastructure. This cluster also contains firms that support land development, concrete manufacturing, highway and street construction, as well as building equipment. Representative core companies in this cluster include over 100 firms such as Sierra Masonry, Offline Solar Electric, Ranch Fence, Randy Brower Construction, Richard Landy Plumbing, Mariposa Mechanical Services, S&S Electric, Jim Early Masonry, Mitchell Heating & Air Conditioning, and Stephen Ritter Painting.

A cluster initiative is an organized effort to increase the growth and competitiveness of a specific industry within a region.[15] Cluster initiatives are public-private partnerships between industry, government, and economic development and workforce training organizations. Local government can 'prime the pump' by building broad-based support, funding coalition-building and strategic planning activities, and adopting supportive

15 Solvell, Orjan, et al, "The Cluster Initiative Green Book", August 2003, www.cluster-research.org

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policies that promote cluster formation and growth.[16] The public sector can also support cluster development through policies aimed at purchasing goods and services from local vendors. Local governments can help foster entrepreneurship and establish linkages between industry and the financial community. Local governments can also promote cluster identity, establish specialized training programs, and support export networks that benefit the companies in each cluster.

Cluster-based strategies generally involve the following four stages, all of which are designed to identify issues and develop stakeholder interest and commitment[17]:

Stage 1: Mobilization of Stakeholders The mobilization stage requires that a community generate local interest and build participation among different constituencies needed to carry out the cluster initiative.

Stage 2: Diagnose Cluster Needs Collect information about the attributes of the local cluster and economic infrastructure and analyze past growth and economic development infrastructure. Assess the needs and challenges faced by companies in the cluster and identify issues that affect cluster performance.

Stage 3: Regional Collaboration Convene stakeholders (companies in each cluster, as well as public and private supporting institutions and organizations) into working groups to develop strategies for each cluster and identify priority issues and action items based on common needs.

Stage 4: Implementation Requires an organizational structure that can sustain the effort over the long-term and obtain commitment from cluster participants to take action on implementation of the cluster strategy.

16 Osama, Athar, "Policy Should Cultivate, Not Design Industry Clusters", July 12, 2007, www.scidev/net.com

17 U.S Department of Commerce, Economic Development Administration Study of Cluster Based Economic conducted by Information Design Associates and ICF Kaiser 1997

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D TARGET INDUSTRY ANALYSIS

The process of identifying target industries focuses on local industries that have 1) the greatest potential to grow and expand given local circumstances, and/or 2) the greatest potential to attract new businesses by matching industry location requirements with community characteristics. Declining employment in an industry sector may be due to economic cycles, structural changes in the economy, lack of market demand, or to local companies becoming less competitive.

When companies consider new locations or look to expand, they generally consider a number of factors including access to growing markets, availability of skilled labor, supplier locations, transportation costs, utility infrastructure, availability and cost of space, productivity, taxes, government regulations, community attitudes toward business, quality of life attributes, and other operational requirements and location cost factors.

Knowing which industries are growing or declining is important to local economic development decision makers. Appropriate policies can be established based on which industries are experiencing growth and prioritized according to their importance to the community. Identification of businesses within priority industries, which are at-risk of closure or layoffs, should be a key component of a business retention and expansion strategy. Emerging growth industries are important to a community's future while declining basic industries may identify weaknesses in the local economy that requires some intervention on behalf of local economic development officials.

Opportunities for job creation are presented by those industries that are growing and are expected to grow over the next 10 years. Growth oriented sectors and industry clusters important to the local economy and need to be supported (see Table 3). These industry clusters are projected to generate above average job growth that will help address Mariposa County's economic development goals.

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TABLE 3: TARGET INDUSTRY ANALYSIS

CLUSTERS/SECTORS EMPLOYMENT, ESTABLISHMENTS, & SPECIALIZATION

				Baseline Projection			Accelerated Growth		
	# Firms 2016	2016 Jobs	2026 Jobs	Projected New Jobs	% Change	Avg. Annual Growth Rate	Projected New Jobs	Avg. Annual Growth Rate	Location Quotient
Total Private Sector	**421**	**4,229**	**4,812**	**583**	**13.8%**	**1.4%**	**1,392**	**2.3%**	
Total Targeted Clusters/Sectors	**301**	**2,993**	**3,276**	**283**	**9.5%**	**1.0%**	**951**	**3.1%**	
% Total Employment		**70.8%**	**68.1%**	**58.3%**			**68.3%**		
Total Clusters	**138**	**2,606**	**2,791**	**185**	**7.1%**	**0.7%**	**813**	**3.1%**	
Tourism, Hospitality & Leisure	47	2,024	2,177	153	7.6%	0.8%	631	3.1%	3.24
Food Production, Processing, & Distribution	17	69	80	11	15.9%	1.6%	22	3.1%	0.35
Construction & Building Materials	58	379	382	3	0.8%	0.0%	118	3.1%	0.93
Small Scale Advanced Manufacturing	16	134	152	18	13.4%	1.3%	42	3.5%	0.28
Fabricated Metal	1	12	22	10	83.3%	8.3%			0.44
Electronic Equipment	1	38	40	2	5.3%	0.5%			0.93
Furniture	2	<10	<10	-	-%	- %			0.28
Misc. Manufacturing	3	32	37	5	15.6%	1.6%			1.30
Non-Cluster Target Sector	**163**	**387**	**485**	**98**	**25.3%**	**2.5%**	**138**	**3.5%**	**0.50**
Healthcare & Social Assistance	163	387	485	98	25.3%	2.5%	138	3.5%	0.50
Balance of Industry Sectors	**120**	**1,236**	**1,536**	**300**	**24.3%**	**2.4%**	**441**	**3.6%**	

Source: Emsi 2016.4 QCEW Employees & Self-Employed, Craft Consulting Group analysis

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E TOURISM DEFINITION

All communities have some potential to help visitors linger longer in their town, and thus make local purchases and bring in outside revenue into the local economy. Tourism is the third largest industry in the United States and includes day trips, weekend visitors, friends and relatives, business travelers, and casual passers-by, mostly from within a three-hour drive. The types of tourism include:

Destination Tourism: Adjacent to National Park or national recreation area, presence of a nationally or regionally known event or attraction. Destination: quality hunting, fishing, skiing, etc for weeklong trips. A few communities have the natural or man-made attractions or some event that creates a destination for visitors.

Recreation tourism: This is when people go to a place that is very different from their regular day-to-day life to relax and have fun. Beaches, theme parks and camp grounds are often the most common places frequented by recreational tourists.

Nature tourism: For tourists that want to see wildlife or bask in the joy of just being in the midst of nature, is the answer. Ecotourism and nature treks are all part of this kind of tourism. Bird watching, for example, is one activity that nature tourists are fond of doing. What marks this kind of tourism is that it is environmentally responsible, has low impact and advantageous to the local community.

Adventure tourism: is another type of tourism that is catered for those who want to do more than just visit regular tourist sites. These kinds of trips involve challenging activities like rock climbing, mountain climbing and wild water rafting.

Cultural Tourism: Number of cultural/historical attractions, number of arts businesses, community support, and presence of local arts council. Ethnic celebrations, B&B development, arts fairs, arts cooperatives, cross marketing in local stores. Historic re-creations/living history exhibits. Develop e-commerce for arts products. Communities can systematically build on cultural/historical attractions and arts businesses to create jobs and build unique identity. If the objective of one's visit to a particular place is to get to know its history and culture then this type of tourism is known as. Tourists may visit different landmarks of a particular country or they may simply opt to focus on just one area. They may also attend festivals and ceremonies in order to gain a better understanding of the people, their beliefs and their practices.

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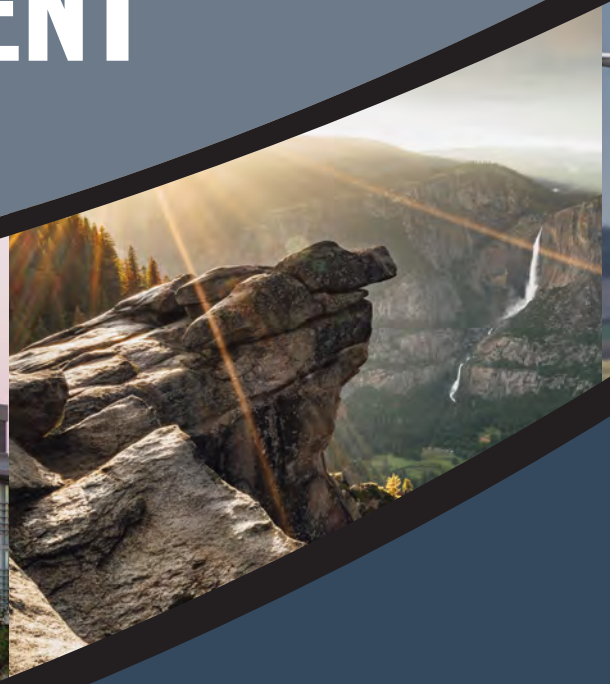
CENTRAL SIERRA ECONOMIC DEVELOPMENT DISTRICT



Central Sierra
Economic Development District

2017-2022 CED
COMPREHENSIVE ECONOM
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INTRODUCTION & EXECUTIVE SUMMARY

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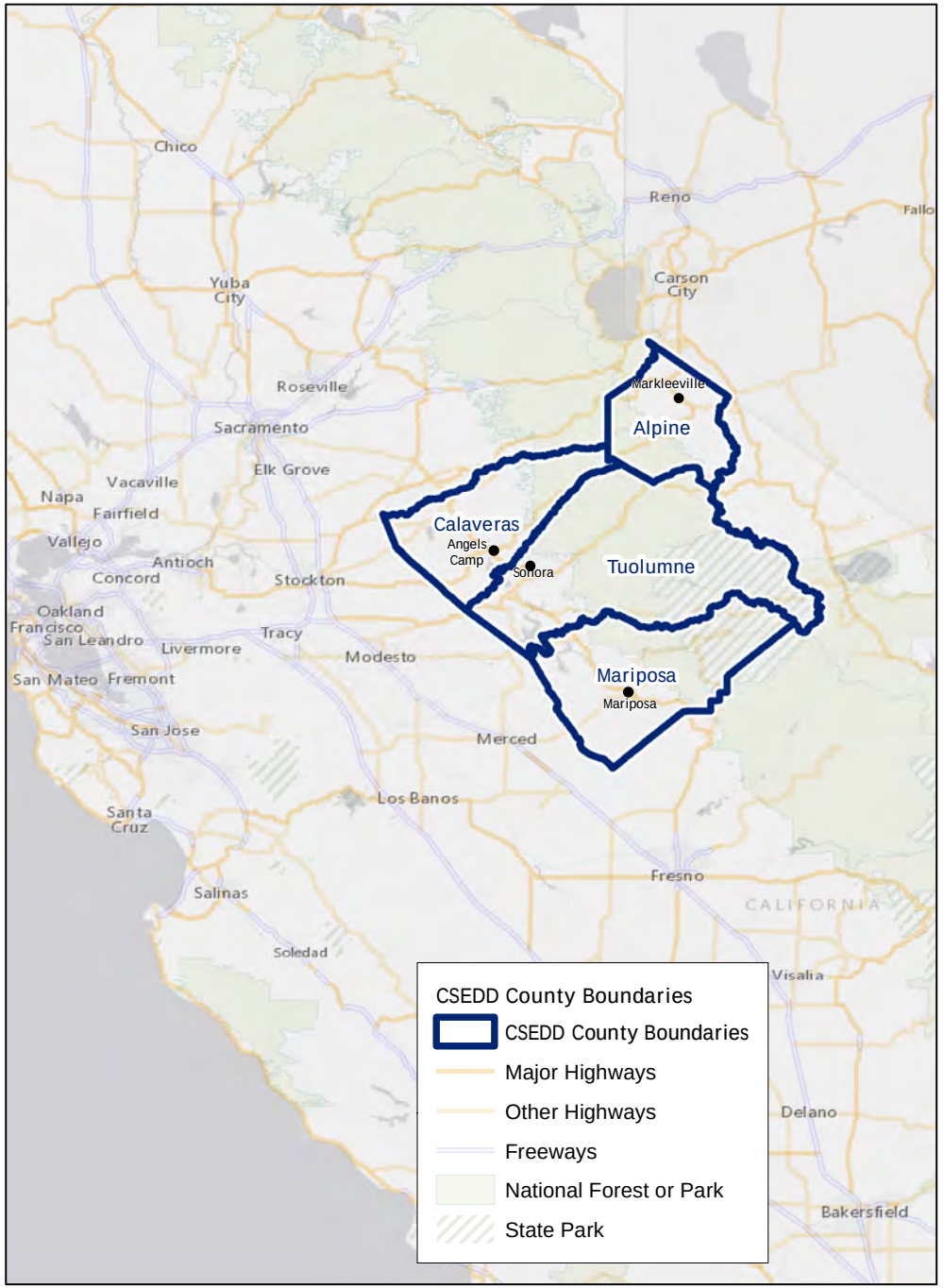
INTRODUCTION

In 1976, the Central Sierra Economic Development District (CSEDD) was formed as a Joint Powers Authority (JPA), and established as an EDA-recognized economic development district. The CSEDD region encompasses the four counties of Alpine, Calaveras, Mariposa, and Tuolumne and includes the cities of Angels Camp and Sonora. The Central Sierra Economic Development District's vision is to be an economic development resource to its member entities as well as a leader in communications between local counties and state or federal governments.

The Central Sierra Economic Development District partnered with the Center for Economic Development at California State University, Chico (a competitively awarded EDA University Center) to create a Comprehensive Economic Development Strategy for the CSEDD region. CSU, Chico worked with CSEDD to identify key stakeholders and formed a CEDS planning committee. Upon gathering community members, county officials, and private stakeholders from all four counties, CSU, Chico completed stakeholder interviews, hosted three community meetings and conducted a SWOT analysis in Sonora. This document is the culmination of those efforts and is the five-year road map promoting economic vitality within the CSEDD region.

By focusing on eight key regional objectives including workforce development, business resiliency, infrastructure, and disaster planning, this economic development plan will create a stronger, more resilient region, able to withstand both economic and natural disaster disruptions. This document outlines the region's goals and objectives and their associated implementation agenda, and performance measures.



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CSEDD APPROACH AND DEVELOPMENT

THE APPROACH

Development of the CEDS Committee

The CSEDD strategy committee was chosen by members on the CSEDD board. Each CSEDD board member identified a community member who was not currently associated with the CSEDD. Individuals from county governments, non-profits, community organizations, and private entities were selected from each of the four counties to participate on the strategy committee, in addition to three current CSEDD board members.

Community Feedback & Input

CSU, Chico's Center for Economic Development constructed an 18 question survey about the current and future needs of the region. The survey focused on barriers to economic development, business needs, previous economic development projects in the region, and building regional economic resilience. The survey was created in Constant Contact by the Center for Economic Development and a live link was provided to the CEDS planning committee and the CSEDD board. The survey link was sent out to CSEDD contacts, a press release was sent to local radio and media outlets, and the survey was hosted on the CSEDD and CED website. A total of 17 responses were received. A summarized copy of the survey results can be found in the Appendix of this document.

To gain additional community feedback, representatives from the Center for Economic Development (CED) led three community town hall meetings within the CSEDD region. The results of the community survey were compiled and analyzed, and the key findings were presented to attendees at each meeting. Meetings took place in Angel's Camp, Markleeville, and Mariposa and were two hours long. The key findings were discussed on both a regional and community level. During these discussions, community members addressed further key issues that were not originally identified in the survey results.

All of the feedback received from both the community survey and meetings were compiled along with regional economic and demographic data collected by CED staff. These findings were used as an integral part of the CEDS strategy committee's SWOT analysis. The results helped committee members better understand and address the needs of the region and identify the objectives and goals incorporated within this comprehensive economic development strategy.

KEY FINDINGS

1. THERE IS A LACK OF JOB OPPORTUNITIES WITHIN THE REGION.
2. THERE IS A SHORTAGE OF SKILLED LABOR WITHIN THE REGION.
3. LOCAL ZONING AND PERMITTING IS HINDERING GROWTH.
4. THERE ARE SOME COUNTIES NOT COLLECTING TOT FROM AIRBNB TYPE VACATION RENTALS.
5. INFRASTRUCTURE INCLUDING BROADBAND IS LACKING WITHIN THE REGION.
6. VISITORS' SERVICES ARE INADEQUATE AND IN WRONG LOCATIONS.
7. EDUCATIONAL RESOURCES ARE NOT BEING UTILIZED.
8. ONE-DAY SHIPPING IS NOT AVAILABLE WITHIN THE CSEDD REGION.

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SUMMARY OF CURRENT CONDITIONS IN THE CSEDD REGION

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CSEDD REGIONAL VISION

The vision for the Comprehensive Economic Development Strategy (CEDS) is to g e CSEDD staff and community leaders as they focus their efforts on enhancing econ c prosperity over the next five to ten years. By harnessing regional assets, comm y leaders will build upon existing programs and infrastructure to improve bus s resiliency, workforce development, advanced visitors services, and infrastru e improvements.

The vision of the CSEDD is to be recognized as an economic development resour y its member entities, and community partners. CSEDD strives to become a proa e partner in project review and facilitation, identifying funding sources, assi g with grant applications, and in creating a network for shared communica s between elected officials and staffs, the private sector, nonprofits, local econ c development corporations, other local governments such as independent special districts and JPAs, and state and federal partners.

ECONOMIC DEVELOPMENT OBJECTIVES AND COMPONENTS

Objective One: *Enhance visitors' services within the CSEDD region*

Objective Two: *Build a skilled workforce within the CSEDD region*

Objective Three: *Promote and develop community and business resiliency within the CSEDD region*

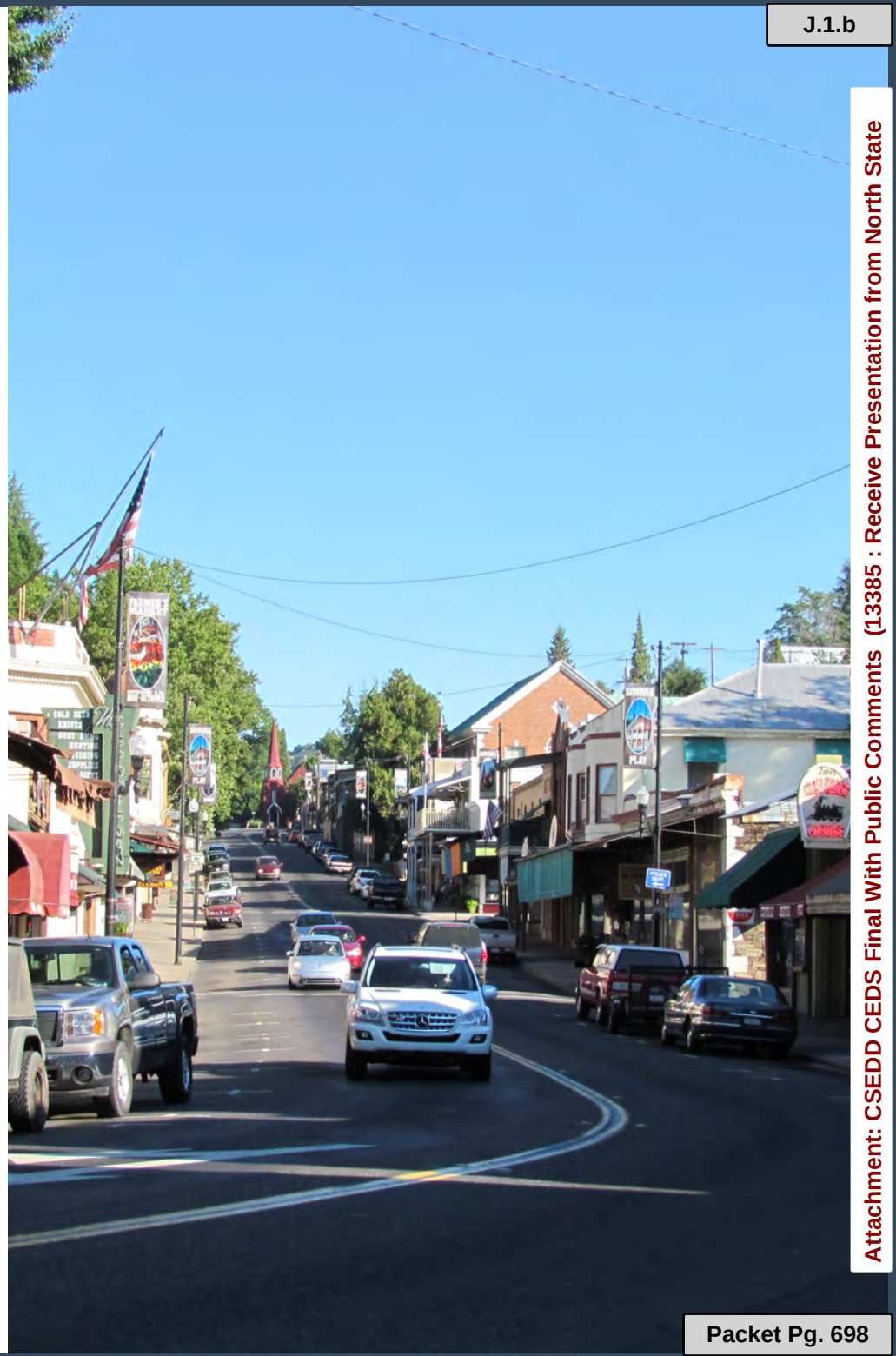
Objective Four: *Promote coordinated marketing efforts throughout the CSEDD region*

Objective Five: *Promote regional infrastructure improvements*

Objective Six: *Expand upon existing business retention and expansion programs*

Objective Seven: *Create a uniform Transient Occupancy Tax (TOT) collection plan for vacation rentals across the entire region*

Objective Eight: *Improve regional airport infrastructure to support faster shipping & delivery services*



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ECONOMIC DEVELOPMENT OBJECTIVES

Objective One: Enhance visitors' services within the CSEDD region.

Action Item: Develop a regional tourism partnership organization
Action Item: The CSEDD will review current visitors' services, including location and identify more effective locations for visitors' services
Action Item: The CSEDD will successfully move at least one visitor service center to an optimal location

Enhancing visitor services throughout the region was identified in the SWOT analysis as a major opportunity for the region. Three of the six, non-governmental sectors with the highest location quotients in the region are all tourism-related and tourism was brought up in all three community meetings. With its vast public lands, outdoor recreation opportunities, and Yosemite National Park, the four county region has been tourist dependent for decades and will continue to be in the foreseeable future.

The CSEDD region is in a unique position to capitalize on multi-county visitors. Unlike many California counties, most visitors are not just coming to the region to go to a specific location. There are a few exceptions such as Alpine County ski and fishing opportunities that are sole destinations but for the most part, even visitors to Yosemite stay or visit other parts of the region. Because of this multi-destination advantage, it is imperative that groups throughout the region work together to optimize visitor services and cross promote resources throughout the region. By enhancing visitors' services, economic developers in the CSEDD are aiming to create a value-add proposition for would be travelers even in tough economic times. By setting themselves apart from other, less traveler friendly regions the regional economy would become more resilient.

Objective Two: Build a skilled workforce within the CSEDD region.

Action Item: Increase school dual enrollment of the Columbia College CTE High School Articulation program
Action Item: Enhanced partnerships between CSEDD staff and board members and the Mother Lode Work Force Investment Board (WIB)
Action Item: Promote the Columbia College Water Resource Management program
Action Item: Establish high school off campus tech center and innovation lab in Calaveras County

Building a skilled workforce was identified in the community survey and all three of the community meetings as being one of the most important issues facing the region today. This is an important issue for two distinct reasons. First, the community members surveyed felt that the business community does not have access to a skilled workforce to fulfil its needs. Second, the "brain drain" throughout the region is one of the worst in the State. All four counties in the region have had negative net migration for over a decade. Opportunities have to exist or young professionals will have no reason to stay in the area. Workforce development is one or several necessary tools for solving both problems.

The CTE High School Articulation program offers a unique opportunity for high school students to receive college credits. Columbia College Career Technical Education (CTE) collaborates with local and regional high school programs to develop articulation agreements, including alignment of course skills and concepts, the possibility of advanced placement, and credit by examination options. The goal of this action item is to have over 200 high school students enrolled in the region with three counties (Alpine County does not have a high school) having at least two high schools with CTE agreements in place by 2019.

In addition, Columbia Community College offers a program in Water Resource Management, leading to a career in in water treatment, water distribution, wastewater management, groundwater management, and much more. CSEDD board members will being promoting the program for Columbia College at

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the local level and expects Columbia College will see a 10 percent increase in program enrollment by fall 2020 as a result.

During the SWOT analysis, it was determined that Mother Lode WIB is an excellent resource for local businesses and job seekers; however, it was agreed that it is currently being underutilized. As a result, the CEDS planning committee has determined that it is the responsibility of each of the CSEDD participating members to increase their WIB referrals which are currently very low.

Objective Three: Promote and develop community and business resiliency within the CSEDD region.

Action Item: Develop a long-term permanent response recovery strategic plan to replace the existing preliminary plan
Action Item: Development of Calaveras County Chamber of Commerce Butte Fire Recovery Center
Action Item: Development of Tuolumne County Disaster and Business Resiliency Center

When compared to other regions, the CSEDD region has many outside threats to the health of its business climate. The region is in a constant threat of fire danger, and is currently locked in a prolonged drought. In addition, government furloughs and prolonged recession have historically taken tolls on the region's important tourism industry, so it is imperative that local leaders be prepared to deal with human caused threats. Objectives 1 and 6 are to address the human caused threats while this objective is meant to address natural disasters. Fire danger and drought were far and away the two largest issues identified at the community meetings and the two seemingly go hand in hand. Both the Butte and Rim fires in the past several years have devastated the region, displacing hundreds of residents and destroying home-based businesses. It is the goal of the CSEDD and its partner organizations to reduce the short-term stress and the long-term economic effects on the business community due to the inevitable natural disasters.

The CEDS planning committee has developed a preliminary plan for business disaster response and economic resilience. However, the dedicated staff time necessary to develop a permanent, long-term disaster response plan was not available at this time. The long-term plan will include a process for monitoring and addressing business needs, assigning staff from each county communication responsibilities, developing a revolving a loan fund for insurance gap funding, and connecting displaced businesses and employees with resiliency centers.

Objective Four: Promote coordinated marketing efforts throughout the CSEDD region.

Action Item: Promote a coordinated marketing plan throughout the region
Action Item: Ensure all three counties within the GCVA are voting members of the association
Action Item: Partner with regional leaders to cross-train employees

Currently, there are different groups in each of the four CSEDD counties working on visitor attraction. As discussed in Objective One, many visitors to the area are regional visitors, not single destination visitors which means the four counties in the district need to work together to cross promote the region. The Gold Country Visitors' Association (GCVA) in conjunction with Visit California is the primary group coordinating a regional marketing effort. Unfortunately, the GCVA does not include the high Sierra in its region. Currently Tuolumne and Calaveras County Visitor Bureaus are members. Essentially half of the CSEDD region is without an organized marketing effort, including all of Alpine County.

Under the leadership of the CSEDD board, it will be the responsibility of the partner organization formed in Objective One to complete a multi-county strategic marketing plan. The plan will include cross-promotional items for all regional visitors' centers, connecting with Visit California, and a plan that includes out-reach to national and international visitors to California.

The simplest, yet most important, step in organizing a coordinated marketing effort is to cross-train employees and volunteers at all visitors' centers and chambers of commerce about regional efforts. The staff at the Alpine Chamber of Commerce or the Tuolumne County Visitors Bureau need to know what activities are available in Mariposa or Calaveras County and vice versa. This is especially important as many people enter and exit Yosemite NP at different entrances.

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Objective Five: Promote regional infrastructure improvements

Action Item: Seek State and Federal funding to provide broadband service to underserved and unserved communities
Action Item: Seek funding for non-highway road construction improvements to increase access to markets
Action Item: Phoenix Lake dredging project for sustainable water storage
Action Item: Seek funding for water and waste water treatment facility construction and expansion
Action Item: Seek funding for the Sierra Rail Expansion
Action Item: Encourage PG&E to expand natural gas infrastructure from San Andreas

During the SWOT analysis, the weakness that was identified as being in most need of attention was infrastructure. While several types of infrastructure were identified as being an issue throughout the region, the three largest identified issues were water storage security, lacking sewer line development, and broadband infrastructure. Upon the completion of the six outlined action items, regional businesses will benefit tremendously as access to markets, water and sewer capacity, and broadband all improve.

Objective Six: Expand upon existing business retention and expansion programs

Action Item: Expand upon existing business retention and expansion programs
Action Item: AgPlus EDA Technical Assistance
Action Item: Obtain funding to further expand the BRE programs
Action Item: Provide ESRI Business Analyst support services

Business retention and expansion programs are some of the most important tools available to economic developers. Business attraction is a negative sum game as multiple regions compete for the same businesses that are interested in relocating. Communities are forced to offer more and more economic incentives and most just end up wasting scarce resources with little or no benefit. Additionally, high job growth often accompanies businesses in expansion mode, especially second stage companies. It is much easier to retain a business than it is to attract a new one, as the owner and employees are already routed in the community.

In partnership with the Alliance Small Business Development Center (SBDC), CSEDD has been awarded a $50,000 grant from USDA Rural Development to expand current business retention and expansion efforts into underserved communities. By partnering with CSEDD, the chambers, and local government, the needs of local small businesses will be assessed and met. Qualified local consultants will be used whenever possible including current SBDC consultants from San Joaquin and Stanislaus Counties. When needed regional consultants will be recruited to meet business needs where ever local consultant expertise is not available. CSEDD staff will identify clients and provide referrals to Alliance SBDC and will work in conjunction with Alliance SBDC to offer business trainings in the underserved high Sierra region. Furthermore, the CSEDD has entered into a partnership with the EDA University Center, CSU, Chico to provide local businesses with business assistance by utilizing ESRI's Business Analyst. CSEDD staff will make mapping and data requests on an as-needed basis and will remain the single point of contact with the business.

In 2015, the CSEDD partnered with CSU, Fresno, CSU, Chico, and Valley Vision to submit an IMCP designation proposal for food and beverage manufacturing. The designation, known as AgPlus, was awarded in July of 2015 and lasts through at least June of 2017. The federal and subsequent non-federal matching funds will be used to coordinate and develop projects within the region that address components of the AgPlus implementation strategy.

Objective Seven: Create a uniform Transient Occupancy Tax (TOT) collection plan for vacation rentals across the entire region

Action Item: Create a simple plan for Alpine and Calaveras counties to adopt
Action Item: Adopt a plan at the county level

Vacation rentals have skyrocketed throughout the CSEDD region. TOT is vital to many counties throughout California but is especially important to the CSEDD region as tourism is one of the region's most important sectors. Mariposa, Alpine and Tuolumne counties have seen dramatic increases in former long-term rentals being converted to AirBnB type vacation rentals over the past five years. Rentals are popping up seemingly everywhere whether or not the property is permitted or zoned for vacation rentals. Unfortunately, due to staff constraints and lacking a plan, Alpine and Calaveras counties have yet to begin collecting TOT on these types of properties. As hotel and motel nights slow, and the pressure for business

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and visitor services increase, CSEDD must assist Calaveras and Alpine counties by helping them create a plan to start collecting revenue within the next year.

CSEDD board members will work together to create a simple plan for Alpine and Calaveras counties to start collecting TOT on internet-booked vacation rentals. Partners will explore what is currently working and what is not working in Mariposa and Tuolumne counties, keeping in mind that very little staff time can be dedicated to the monitoring of rentals that do not self-report.

Objective Eight: Improve regional airport infrastructure for faster shipping and delivery services.

Action Item: Access current infrastructure and identify gaps to be filled
Action Item: Foster relationships with local shipping centers
Action Item: With the help of local shipping company representatives, create a plan to address the necessary infrastructure improvements
Action Item: Seek and obtain private and grant funding for necessary improvements

Air transportation is a huge barrier to entry (weakness) identified in the SWOT analysis. Businesses located in the CSEDD region have little to no access to one-day or overnight shipping options. This negatively affects the service industry, retailers, and producers. Over the next five years, the CSEDD will partner with the Tuolumne County Airports Department to ensure the proper infrastructure is developed to bring small cargo planes to the region. While the Columbia Regional Airport is located in Tuolumne County, the benefits of having daily cargo planes flying in and out of the County are tremendous and felt region wide.

With assistance from the CSEDD, the Tuolumne County Airports Department (TCAD) will create an asset inventory of current airport amenities. The inventory will also identify infrastructure gaps that may be keeping cargo planes from utilizing the facility. Upon completion, members of the TCAD and the CSEDD will share the report with local representatives from FedEx and UPS. Starting immediately, CSEDD representatives will build a relationship with the local representatives from the major companies to help further define what is needed at the airport to develop a shipping contract. Partners will create a strategic plan to make the Columbia Regional Airport attractable for FedEx or UPS to begin making cargo flights in at least once or twice per day.

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IMPACTS ON LOCAL COMMUNITY AND ECONOMY

1. INCREASE VISITOR SPENDING WITHIN THE ENTIRE CSEDD REGION.
2. INCREASE BUSINESS PRODUCTIVITY AND REACH WITH FASTER SHIPPING & DELIVERY METHODS.
3. INCREASE BUSINESS PRODUCTIVITY WITH ACCESS TO BROADBAND THROUGHOUT THE ENTIRE REGION.
4. REDUCE THE IMPACTS OF NATURAL DISASTERS BY CREATING AN ECONOMIC RESILIENCE RESPONSIVE PLAN.
5. ENCOURAGE PRIVATE DEVELOPMENT WITH IMPROVED WATER & SEWER SYSTEMS.
6. INCREASE JOB GROWTH BY PROMOTING BUSINESS RETENTION AND EXPANSION THROUGH BRE PROGRAMS.
7. INCREASE TAX REVENUES THROUGH COLLECTION OF TOT IN ALL FOUR COUNTIES.
8. DEVELOP A MORE EDUCATED AND PRODUCTIVE WORKFORCE.
9. INCREASE BUSINESS RESILIENCY.
10. PROMOTE EQUITABLE DEVELOPMENT BY INVESTING IN SUSTAINABLE WATER STORAGE.

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BACKGROUND & EXISTING CONDITIONS

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BACKGROUND INFORMATION

About the CSEDD District

The Central Sierra Economic Development District (CSEDD) has been the Central Sierra region's EDA-recognized economic development district for over forty years. Formed as a Joint Powers Authority in 1976, CSEDD's original member entities included Alpine, Amador, Calaveras, and Tuolumne counties as well as the cities of Sonora, Angels Camp, Jackson, Sutter Creek, Amador City, Ione, and Plymouth. Mariposa County was ratified into the District in November 2011.

CSEDD's board was comprised of both public and private sector members. An elected official from each county's Board of Supervisors and an alternate were appointed for a one-year term; one City Council member and an alternate are appointed from Sonora and Angels Camp; and one 5-Cities representative and alternate was appointed on behalf of Amador County's incorporated cities. Per the JPA, during a Mayor's Conference at the beginning of each calendar year, five mayors select their 5-Cities representative and alternate. With 10 available private sector Citizen Members positions, only two were filled as of June 30, 2011. In early 2011, it came to the CSEDD board's attention that its entire district's staff, including its Executive Director, would need to be laid off due to financial difficulties with the entity of employment, the Central Sierra Planning Council (CSPC), whose board is comprised of the same elected officials as CSEDD. Immediate dissolution of the CSEDD was discussed.

An interim solution was reached with the Tuolumne County Economic Development Authority (TCEDA) taking over management for one year starting July 1, 2011. TCEDA's staff of two agreed to finish the Comprehensive Economic Development Strategy (CEDS) annual update by its deadline, prepare three years of final grant reports still outstanding to bring the District back into EDA compliance, apply for the next Partnership Planning Grant and, if awarded, research, compile, write and submit a new five-year CEDS by the end of their contract on June 30, 2012. TCEDA completed the ratification of Mariposa County, attended the Mayor's Conference selection meeting, completed the CEDS annual update and final reports by deadline, and was awarded an EDA planning grant #07-83-06806, and produced the 2012-2017 CEDS per contract agreement. Six new private sector Citizen Members were appointed by their respective counties, and together, a strengthened and more diverse CSEDD private/public board became the CEDS Committee to develop a new regional economic development strategy.

Starting on July 1, 2012, TCEDA was awarded a competitive two-year management contract to assist CSEDD manage and implement their regional vision, goals, and objectives. The 2012 CEDS was a work-in-progress, and served as a guide for future communications, cooperation, and planning for the five-county region. A five-year CEDS with annual updates was required to qualify for assistance from the U.S. Department of Commerce for Economic Development Administration (EDA) funding. Development and implementation of a five-year CEDS required a new appraisal of each member entity's needs, abilities, financing options, and project readiness, coalescing the region as a whole. With rapid and intense input and discussion from public/private CSEDD board members, regional economic development professionals, commercial and industrial developers, nonprofits, public utilities, public works departments, other community partners and interested residents; a regional economic development strategy and plan emerged. The 2012 CEDS was a better reflection of new and ongoing rural priorities, challenges and opportunities facing our five counties and seven cities, their businesses, visitors, and residents.

On February 5, 2014 Amador County chose to leave the CSEDD. The CSEDD Joint Power Authority agreement at that time required all cities within Amador County to leave the district also. Since that time the CSEDD Joint Power Authority agreement has been amended to allow cities to join themselves without requiring the county to be part of the district. On April 17, 2014 the CSEDD board extended its contract with the TCEDA for three years. The current contract will end on June 30, 2017.

Starting on January 1, 2016 the CSEDD board started its update to the five-year CEDS. In June of 2016, the CSEDD partnered with the Center for Economic Development at CSU, Chico to assist in the formation of the CEDS. The new five-year CEDS was approved by the CSEDD Board on November 17, 2016. The CEDS was circulated for public review between October 10, 2016 and November 9, 2016. The public comments can be found in the appendix of this document.

Attachment: CSEDD CEDS Final With Public Comments (13385 : Receive Presentation from North State

About Alpine County

Alpine County is the smallest county by population in the State of California. There are no incorporated cities in the county. The county seat is Markleeville. Alpine County is located in the Sierra Nevada between Lake Tahoe and Stanislaus National Forest.

Alpine County was created on March 16, 1864 during a silver boom in the wake of the nearby Comstock Lode discovery. It was named due to its resemblance to the Swiss Alps. The county was formed from parts of Amador, Calaveras, El Dorado, Mono and Tuolumne Counties. At its formation, the county had a population of about 11,000 with its county seat in Silver Mountain City. By 1868 however, the local silver mines had proven unfruitful, and the population fell to about 1,200. The county seat was moved to Markleeville in 1875.

After the silver rush, Alpine County's economy consisted almost entirely of farming, ranching, and logging. By the 1920s, the population had fallen to just 200 people. With the construction of the Bear Valley and Kirkwood ski resorts in the late 1960s, the population increased to the present level. The population at the 2010 Census was 1,175 and has increased to 1,202 in the most recent estimates (2014). According to the U.S. Census Bureau, the county has a total area of 743 square miles (1,920 km), of which 738 square miles (1,910 km) is land and 4.8 square miles (12 km) (0.7%) is water. The federal government owns about 96% of Alpine County, the highest percentage in California.

About Tuolumne County

Tuolumne County is located in the Sierra Nevada of the U.S. state of California. The northern half of Yosemite National Park is located in the eastern part of the county. The City of Sonora is the county's only incorporated city, and Sonora is the county seat.

Tuolumne County was one of the original counties of California, created in 1850 at the time of statehood. Prior to statehood, it had been referred to as Oro County. Parts of the county were given to Stanislaus County in 1854 and to Alpine County in 1864. According to the 2000 census, the county has a total area of 2,274 square miles (5,890 km), of which 2,221 square miles (5,750 km) is land and 54 square miles (140 km) is water.

A California Department of Forestry document reports Tuolumne County's 1,030,812 acres (4,171.55 km2) include federal lands such as Yosemite National Park, Stanislaus National Forest, Bureau of Land Management lands, and Native American reservations. The population at the 2010 Census was 55,365 and has decreased to 54,347 in the most recent estimates (2014).

About Mariposa County

Mariposa County is located in the western foothills of the Sierra Nevada in the U.S state of California. It lies north of Fresno, east of Merced, and southeast of Stockton The county seat is Mariposa. The county's eastern half is the central portion o Yosemite National Park.

There are no incorporated cities in Mariposa County; however, there are three communities recognized as census-designated places for statistical purposes Mariposa County was one of the original counties of California, created at the time of statehood in 1850. While it began as the state's largest county, over time territory that was once part of Mariposa was ceded to twelve other counties: Fresno, Inyo Kern, Kings, Los Angeles, Madera, Merced, Mono, San Benito, San Bernardino, San Luis Obispo, and Tulare. Thus, Mariposa County is known as the "Mother of Counties".

According to the 2000 census, the county has a total area of 1,463 square miles (3,790 km), of which 1,449 square miles (3,750 km) is land and 14 square miles (40 km) is water. The population at the 2010 Census was 18,251 and has decreased to 17,946 in the most recent estimates (2014).

About Calaveras County

Calaveras County is located in the Gold Country of the State of California. The county seat is San Andreas. The City of Angels, locally referred to as Angels Camp is the only incorporated city. Calaveras Big Trees State Park, a preserve of Giant Sequoia trees, is located in the county several miles east of the town of Arnold on State Highway 4. The uncommon gold telluride mineral calaverite was discovered in the county in 1861.

Mark Twain set his story, "The Celebrated Jumping Frog of Calaveras County", in the County. Each year, the county hosts a fair and Jumping Frog Jubilee, featuring a frog-jumping contest, to celebrate the association with Twain's story. Calaveras County was one of the original counties of the state of California, created in1850 at the time of admission to the Union. Parts of the county's territory were reassigned to Amador County in 1854 and to Alpine County in 1864.

The county's geography includes beautiful landmarks, rolling hills, and giant valleys According to the 2010 census, the county has a total area of 1,037 square miles (2,690 km), of which 1,020 square miles (2,600 km) is land and 17 square miles (40 km) is water. The population at the 2010 Census was 45,578 and has decreased to 44,921 in the most recent estimates (2014).

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EXISTING CONDITIONS

Summary of the CSEDD Region

The four counties of the Central Sierra Economic Development District region are blessed with abundant natural assets but continue to face many challenges common to rural areas throughout the American West. One prominent challenge is difficult market access due to distance from interstate highways, ports, and rail facilities. The following sections describe the CSEDD's physical setting and infrastructure access connecting the region to outside markets.

Physical Setting

The four counties that comprise the CSEDD region include some of the most dramatic terrain in the American West. The CSEDD region straddles the Sierra Nevada mountain range with Calaveras, Tuolumne, and Mariposa counties on the western slope oriented toward the San Joaquin Valley and Alpine County on the eastern slope oriented toward Nevada's Carson Valley. Many of the region's modern communities trace their roots to California's gold rush era, with much of today's population clustered along the same waterways and small valleys in the Sierra foothills that were once dominated by placer mining in the early years of the gold rush. The rugged topography between these foothill and ravine areas translates into winding and often slow-moving routes connecting the area's most densely populated communities. The crest of the Sierra presents another impediment to transportation, with winter weather often leading to pass closures. As home to many important state and federal reservoir projects like New Melones Lake and Lake McClure, the foothill areas of the CSEDD offer many outdoor activities such as fishing and recreational boating opportunities. Higher elevation areas of the CSEDD feature abundant timber resources and dramatic alpine landscapes often framed by exposed granite batholiths as found in Yosemite Valley.

Highway and Rail Access

State and county highways are the economic backbone that connect communities throughout the CSEDD region's 5,500 square miles of rugged terrain to state and national markets. California State Route 49 serves as the vital north-south artery for foothill communities in Calaveras, Tuolumne, and Mariposa counties. Six east-west state highways provide connections to the San Joaquin Valley: Routes 12, 4, and 26 link Calaveras County to Stockton, Routes 108, 120, and 132 link Tuolumne County to Modesto, and Route 140 connects Mariposa County to Merced. Of these east-west state highways, only three crest the Sierra to provide eastward transportation connections: Highway 4 (Ebbetts Pass), Highway 108 (Carson Pass), and Highway 120 (Tioga Pass), although these passes are subject to seasonal closures. State Routes 120, 140, and 41 are important gateway routes for visitors to Yosemite National Park.

A single rail connection to outside markets is provided by the Sierra Northern Railway, which operates a 48-mile line connecting Sonora in Tuolumne County to Union Pacific's mainline San Joaquin Valley route in Oakdale. The Union Pacific main line connects with port facilities including the Port of Stockton and the Port of Oakland. While Sierra Northern line does provide freight service for the lumber industry and other business in East Sonora's industrial zones, the railway's tight geometries and resulting speed restriction of 5 mph for much of its length preclude the line from being used extensively for commercial shipping.

Telecommunications Access

Communities within the Central Sierra Economic Development District region are served by a handful of last-mile broadband service providers offering direct subscriber line, coaxial cable, and fixed wireless services. Direct subscriber lines are wired connections which generally meet the minimum definitions for "broadband service" as defined by the California Public Utilities Commission. Direct subscriber line service providers include AT&T throughout much of the region, along with smaller service providers with smaller focus region including Sierra Tel Internet, CALTEL Connections, Volcano Communications Group, Frontier Communications, and TDS Telecom. Coaxial cable is another wired connection technology that generally enables much higher download and upload speeds. Comcast is the franchisee for cable services for the vast majority of the developed areas within the four counties of the CSEDD region. Finally, fixed wireless services offer connectivity by broadcasting signals to a fixed receiver in a consumer's home or business. This technology can offer moderately fast service to harder-to-reach locations, but price and reliability may be lower than traditional wired technologies. There are many service providers offering fixed wireless connections in much of the CSEDD region, including Volcano Wireless, Conifer Communications, and unwired Broadband, Inc.

County Size & Population

County	2010 Area Square Miles	2014 Population
Alpine	743	1,202
Calaveras	1,037	44,921
Mariposa	1,449	17,946
Tuolumne	2,274	54,347
CSEDD Region	5,503	118,416

Source: U.S. Census Bureau County Square Mileage (2010) & U.S. Census Bureau ACS 2014, 5-year estimates (2016)

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CSEDD STRENGTHS, WEAKNESSES, OPPORTUNITIES, & THREATS

S STRENGTHS

- Abundance of Natural Resources
- Extensive Community Involvement
- Many Recreational Opportunities
- Access to Educational Institutions
- IMCP AgPlus
- Historic Appeal & Downtowns
- Vital Tourism Industry
- Regional Stability
- Entertainment including Black Oak Casino
- Strong Medical Facilities and Healthcare Industry
- Wine Industry

W WEAKNESSES

- Lack of Affordable Housing
- Shortage of Skilled & Educated Workforce
- Aging and Inadequate Infrastructure
- Lack of Economic Diversity Infrastructure
- Distance to Markets
- Lack of Natural Gas Lines
- Poor Cell Service
- Sporadic Broadband Services
- Poor Public Transportation
- Vacancy of Commercial Properties-some counties have too many vacant; others not enough
- Inadequate visitors' centers
- Shortage of living-wage jobs
- Slow shipping & delivery services

O OPPORTUNITIES

- Improving Airport Infrastructure
- Advanced Visitors' Services
- Regional Coordinated Marketing Efforts
- Capitalization of Educational Resources
- Collection of TOT Revenues from AirBnB type rentals
- Build Healthcare Services for senior and aging population
- Quality K-12 education for attracting families
- Promote business training centers
- Expand Community College Opportunities

T THREATS

- Vocal Minority & Environmental Perception
- Federal & State Government
- Natural Disasters
- Drought
- Global Competitive Market
- Recession
- Marijuana Industry
- Reduction of Healthcare Services

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TOP STRENGTHS

After reviewing all the strengths, weaknesses, opportunities, and threats of the CSEDD region, community members and stakeholders identified the most important results of the region. While the CSEDD region has a variety of strengths, the following were determined to be the most important and unique to the region:

1. ABUNDANCE OF NATURAL RESOURCES
2. RECREATION & TOURISM
3. EDUCATIONAL RESOURCES
4. HISTORIC APPEAL & DOWNTOWNS
5. COMMUNITY INVOLVEMENT

Abundance of Natural Resources

The CSEDD has an abundance of natural resources located in and around the region. Some of these include water, forest lands including logging, clean air, energy generation, and mineral extraction. The CSEDD region has been able to utilize these resources in a way that promotes sustainable forest practices and maximizes the benefits of the region's resources. In addition to the market value of these goods, the many lakes, forest lands, and natural resources are amenities to local residents and tourists.

Recreation & Tourism

All four counties within the CSEDD are primarily rural in nature, and consist of several recreation sites including Grover Hat Springs, Calaveras Big Trees, Columbia State Historic Park, Yosemite National Park, and four national forests providing recreational activities like camping, hunting, fishing, and skiing. Many tourists travel to the region, spending money and renting vacation homes. In addition to the natural recreation within the region, the region has many local wineries attracting tourists to the area.

Educational Resources

The CSEDD has several different educational resources available close to or within the district. The first is UC Merced which is the newest University in California with a special mission to increase the number of high-school students attending college within its region. UC Merced serves as a major base for advanced research and focuses on sustainable design and construction. The second is the Innovation Lab and Maker Space located in Sonora. The Innovation Lab is a place where businesses and non-profits can intermix and exchange ideas to make their communities a better place. The Innovation Lab is equipped with equipment and meeting spaces for businesses to be successful. In addition, Mother Lode job training is also a valuable educational resource to the workforce within the CSEDD region. Mother Lode provides job-seekers with resources for finding work as well as on-the-job training.

Historic Appeal & Downtowns

The communities within the CSEDD region have a rich historical past that can still be seen today. The region includes remnants of gold mining and an old-west atmosphere. Also located within the region is the Mark Twain Cabin which is a California Historical Landmark and is also where Mark Twain wrote the short story *The Celebrated Jumping Frog of Calaveras County*, still celebrated today in Calaveras County's Fair and Jumping Frog Jubilee which has grown to over 45,000 attendees annually. The rich history and historic appeal is a vital aspect that brings tourists and visitors into the region.

Community Involvement

The community members within the CSEDD region are actively involved and are passionate about the well-being and growth of the region. Community members are engaged in new planning efforts and are part of decision making processes. Community involvement is a very important aspect of economic development planning because it helps generate ideas for projects and their implementation. The community knows what they want their community to be and actively voice their opinions.

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TOP WEAKNESSES

This section discusses the current weaknesses within the CSEDD region. The weaknesses were decided by broad community and stakeholder participation, and the following were determined as the top weaknesses in the region:

1. SHORTAGE OF AFFORDABLE HOUSING
2. AGING & INADEQUATE INFRASTRUCTURE
3. DISTANCE TO MARKETS
4. LACK OF ECONOMIC DIVERSITY
5. LACK OF EDUCATED & SKILLED WORKFORCE
6. LOCAL PERMITTING & ZONING

Shortage of Affordable Housing

Throughout the entire CSEDD region there is a lack of affordable housing with some counties far worse than others. Mariposa and Alpine counties are high tourism areas, and with the ease of use of sites like AirBnB, many long-term rental homes are being converted to vacation homes. This is leaving a shortage of available affordable homes for residents and the region's workforce. In addition, due to the inadequate sewer and water infrastructure as well as local permitting and regulations, new housing developments are currently not being built. Local permitting requirements are also a large concern to local business owners who struggle to create or expand their opperations.

Local Zoning & Permitting

In addition to hindering housing development, local permitting requirements are a huge concern to local business owners who struggle to create or expand their operations. The California State Code of Regulations coupled with local zoning and permitting regulations can sometimes place unneccessary cost burdens on local citizens. Navigating around these regulatory obstacles has been expressed by citizens and businesses as a hurdle to development. Government authorities need to reassess regulations and decide which laws are neccessary. However, local governments and authorities can sieze the opportunity to better understand which regulations are causing the largest regional impact and create strategies to lessen the regulatory burden.

Aging & Inadequate Infrastructure

Infrastructure within the CSEDD region is either inadequate or aging. In some areas, the lack of water and sewer lines have hindered development especially within the residential sector. In addition, the current water and sewer lines are aging and cannot handle more units on the systems. Furthermore, broadband infrastructure is not complete within the entire region. While some areas of the district have broadband access, some blocks or areas are without coverage. The region needs infrastructure improvement for a strong broadband backbone throughout the region. Lastly, natural gas lines are only available to San Andreas and leave the rest of the region underserved.

Distance to Markets

The Central Sierra Economic Development District is located geographically in an area with two main issues for transportation. First, there aren't any large markets located within the CSEDD region, and second, the majority of the district is connected by a series of high alpine highways reaching elevations of over 8,700 feet. In many areas of the region, seasonal conditions cause main highways to be closed during the winter. Due to snow conditions, highway 4, the main highway connecting Bear Valley and Markleeville in Alpine County, is closed every winter at Ebbetts Pass, significantly increasing commute and transportation times. A person trying to get from Bear Valley to Reno in the winter will expect an additional two hours to their drive time than they would in the summer months. Other winter road closures include the highway 108 pass near Donnell Lake and part of highway 89 in Alpine County, as well as highway 120 in Tuolumne County.

The distance to markets also impacts the availability and speed of shipping. Throughout the CSEDD region, one-day shipping is not available. Because of the distance to markets and inadequate road conditions, one-day shipping would only be possible through air transportation. Unfortunately, current airport infrastructure is lacking and cannot accommodate one-day shipping.

Lack of Economic Diversity

The CSEDD region's economic base is primarily dependent on tourism. While the many tourism opportunities is a great strength of the region, in the event

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of another recession or natural disaster, a decline in tourism may lead to a more significant impact on the region's economy. Another industry sector that accounts for a large portion of the region's economy is the healthcare industry. While the healthcare industry is currently strong, it requires a continued base of patients. The CSEDD region has continued to see a declining population over the past decade, if this continues, it could have an impact on the region's healthcare industry. A small number of economic base industries leave the region susceptible to both man-made and natural disruptions.

Lack of Educated & Skilled Workforce

In the community feedback, business owners and community members stated that one of the key barriers to economic development and reason for business failures is the lack of qualified, educated, and skilled workers. The CSEDD region has experienced a teenage brain drain. Between 2009 and 2014, the number of residents between the ages of 10 and 24 years old decreased by 14 percent. In addition, between 2005 and 2014, the number of high-school graduates eligible for UC or CSU entrance was far below that of the California average.

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TOP OPPORTUNITIES

This section focuses on the potential opportunities the CSEDD region can use to build a more prosperous and economically resilient region. After utilizing community and stakeholder input, the top five opportunities facing the CSEDD region are:

1. ADVANCED VISITORS' SERVICES
2. COORDINATED MARKETING EFFORTS
3. CAPITALIZATION OF EDUCATIONAL RESOURCES
4. IMPROVING REGIONAL AIRPORTS
5. COLLECTION OF TOT

Advanced Visitors' Services

As one of the region's top strengths, tourism brings many visitors to the CSEDD region. However, the region is lacking in advanced visitors' services to direct travelers to local attractions or recreation sites. In addition, without advanced visitors' services within the region, communities are missing out on the chance to get through-travelers to stop and potentially spend money. There are currently visitors' services within the CSEDD region, but many are located in dated sites where new highway improvements have diverted visitors away from the services. Improving current visitors' services or promoting new ones could bring more visitor spending within the CSEDD region.

Coordinated Marketing Efforts

With the vast abundance of natural resources and recreation opportunities within the CSEDD region, each county promotes their own community resources, but does not promote the resources of the region. Coordinating marketing efforts for these resources and cross-training employees regionally is an opportunity to promote inter-county spending by visitors.

Capitalization of Educational Resources

The CSEDD region has several educational resources available to its residents. UC Merced, Mother Lode job training, and Innovation Lab are all educational resources the CSEDD region can utilize more effectively. In addition, Columbia Community College could be a potential partner to create a more educated and skilled workforce.

Improving Regional Airports

The airports within the CSEDD region are lacking in infrastructure which in turn is causing shipping and delivery services within the region to be inadequate. One-day shipping within the CSEDD region is not currently provided which is a hindrance for businesses and slows region productivity. Improving at least one regional airport to support one-day shipping and delivery services, could promote business growth and productivity.

Collection of TOT

With a large portion of the region's available housing being used for vacation homes, the Transient Occupancy Tax (TOT) is import revenue to local county governments. As online vacation sites like AirBnB have increased in use and popularity, traditional forms of TOT collection are no longer adequate. Only two of the four counties within the CSEDD district currently collect TOT fees from vacation homes booked through online sites. The collection of this tax revenue is vital to the region.

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TOP THREATS

This section outlines the external threats that face the CSEDD region. Because threats are external, the CSEDD region can only prepare for these in the event they occur. The three top threats facing the region are federal and state government, the vocal minority and environmental perception, and natural disasters.

1. FEDERAL & STATE GOVERNMENT
2. VOCAL MINORITY & ENVIRONMENTAL PERCEPTION
3. NATURAL DISASTERS

Federal & State Government

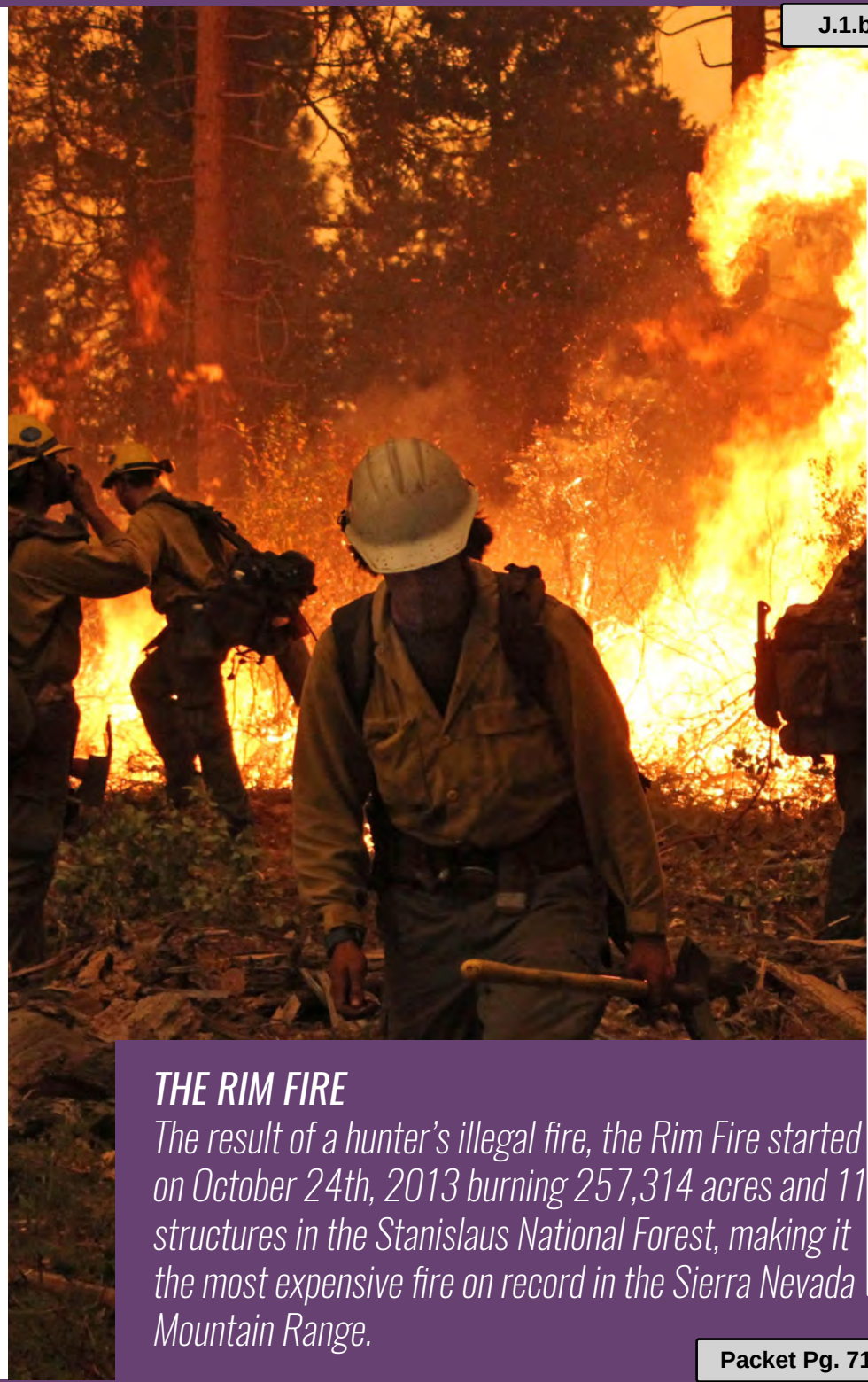
A large portion of the CSEDD district land is managed by federal and state governments, with national forest land management accounting for 32 percent of land in the CSEDD region. Local county governments cannot control the decisions and management of the federal and state lands. Therefore, this could be the top threat to the region. If state or federal funding to these lands change, like a decline in funds for trail maintenance or fish planting, a decline in tourism could have an impact on the local economy.

Vocal Minority & Environmental Perception

While the regional community involvement is a top strength of the CSEDD region, the vocal minority and environmental perception of some community members is a huge threat to the growth and development within the region. The vocal minority and the environmental perceptions can hinder building and industry plans and cause projects to become economically inviable.

Natural Disasters

The CSEDD region's largest threat is the possibility of natural disasters like wildfires which the region has recently seen with the impacts Rim Fire. The Rim Fire burned over 250,000 acres including residential homes and local businesses and has had a significant impact on the local region. Some residents have decided to move to less-risky areas and insurance agencies are denying coverage for residences. Natural disasters are inevitable; however, preparing the region for them will reduce the future threat.



THE RIM FIRE

The result of a hunter's illegal fire, the Rim Fire started on October 24th, 2013 burning 257,314 acres and 11 structures in the Stanislaus National Forest, making it the most expensive fire on record in the Sierra Nevada Mountain Range.

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CSEDD INDUSTRY CLUSTERS

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In 2014, there were seven industries region wide that had a location quotient (LQ) greater than one. Of those seven, three fall into the tourism cluster. Additionally, agriculture (employment) had the highest LQ of all sectors indicating its true importance to the re Lastly, health care and social assistance is an emerging cluster in the region. With an population and out-migration of young working professionals, the need for expanded h care is growing each year.

AGRICULTURE

While farm employment was only 2.6 percent of total reg employment in 2014, its LQ when compared to the national average 5. Essentially, an employee in the CSEDD region was five time more than the average employee to depend on agriculture for their job. only did farm employment have the greatest LQ of any industry ir region, it has also seen the fastest growth in its LQ (12 percent). Farm employment ir region, over the five-year period, grew by 7 percent, out pacing California's farm employ growth (6 percent) and the nation's, nearly stagnant, employment decline in the sector percent growth).

TOURISM

Due to the fact that a large portion of rental housing in Tuolu Mariposa, and Alpine counties, are strictly vacation rentals, the estate, and rental and leasing industry in being included in the tou cluster. With a LQ of 4.7 in 2014 real estate is the industry ir region with the second highest LQ (down from scoring the highe 5, in 2009). Accommodations and food service (LQ of 1.3) and arts, entertainment recreation (LQ of 2) rank as the 6th and 3rd highest industries respectively. Not onl the three industries making up this cluster compare favorably to the U.S. as a whole, also make up a significant amount of the total employment within the region. Combinec three sectors account of 20.8 percent of total regional employment. It is worth noting between 2009 and 2014 there was virtually no change in the relative size of the clust the region as 20.9 percent of total regional employment came from the cluster in 2009 measure demonstrates the long-term importance of the cluster but also shows the nee diversification of the economic base for increased economic resilience.

HEALTH CARE

The health care and social assistance industry is the fastest gro industry in the CSEDD region. Due to data constraints, Mariposa Cc did not report health care employment in 2009, but when Mari County is factored out, the data shows that the industry grew percent between 2009 and 2014. That job growth also accounted significant shift in the employment make-up of the region. In 2009, 9.3 percent of reg employment was from the sector. By 2014, that percentage had grown to 10.7. As of 2014, the LQ for the sector was still less than 1 (LQ of .89); however, he emerging industry cluster in the region.

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INDUSTRY GROWTH

Between 2009 and 2014, the CSEDD region saw an 11 percent increase in the manufacturing industry which was the largest sector growth in terms of jobs for the region and was much higher than in California which only increased by one percent. Retail trade and farm employment also experienced a large growth in the CSEDD district increasing in jobs by seven percent just slightly above California. Over the same period, the accomodation and food services industry grew by six percent which was ten percent lower than in California.

Jobs by Industry, Central Sierra Economic Development District

Industry	2009 CSEDD	2014 CSEDD	CSEDD 5-Yr Change	California 5-Yr Change
Farm employment	1,223	1,314	7%	6%
Forestry, fishing, and related activities	(D)	(D)	n/a	17%
Mining	(D)	(D)	n/a	41%
Utilities	(D)	(D)	n/a	-3%
Construction	4,022	3,493	-13%	6%
Manufacturing	1,761	1,948	11%	1%
Wholesale trade	(D)	(D)	n/a	9%
Retail trade	5,128	5,498	7%	6%
Transportation and warehousing	783	751	-4%	15%
Information	550	501	-9%	7%
Finance and insurance	1,531	(D)	n/a	0%
Real estate and rental and leasing	3,824	3,671	-4%	9%
Professional, scientific, and technical services	2,727	(D)	n/a	11%
Management of companies and enterprises	(D)	(D)	n/a	13%
Administrative and waste services	(D)	(D)	n/a	19%
Educational services	(D)	529	n/a	16%
Health care and social assistance	(D)	5,069	n/a	32%
Arts, entertainment, and recreation	1,565	1,456	-7%	14%
Accommodation and food services	5,151	5,436	6%	16%
Other services, except public administration	3,611	3,867	7%	13%
Government and government enterprises	10,352	9,691	-6%	-4%
Sum of withheld "(D)" values	8,264	7,599	-8%	0%
Total Jobs	**50,492**	**50,823**	**1%**	**10%**

Source: U.S. Department of Commerce, Bureau of Economic Analysis, 2009 & 2014

*(D): In accordance with the U.S. Department of Commerce, the Bureau of Economic Analysis will withhold industry information if it compromises the confidentiality of an individual firm. This is usually the case if there are very few firms in a particular market or if one firm has a large share of the market. Alpine County data is not reported in this table due to a large number of (D) values.

ELECTRICITY GENERATION CAPACITY

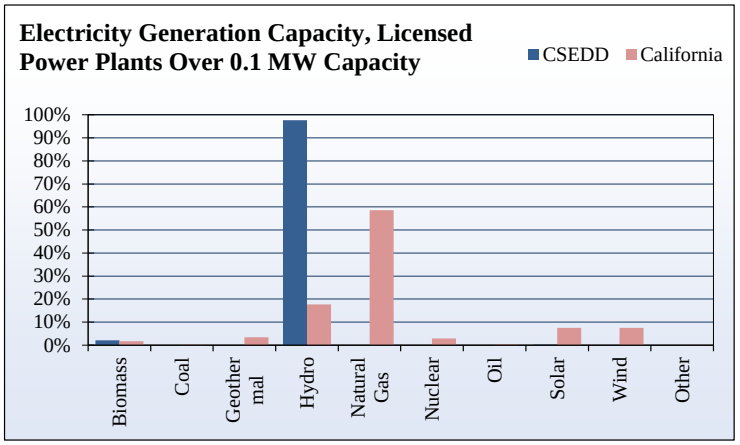
The chart below shows the electricity generation capacity for the Central Sierra Economic Development District. According to the California Energy Commission, in 2014, 98 percent of the electrical generation capacity in the region was from hydro power, two percent is from biomass, and less than one percent was from solar. It is also important to note that the region does not have natural gas electricity generation capacity, while 59 percent of the California average generation capacity comes from natural gas.

Electricity Generation Capacity, CSEDD, 2014

Facility Type	Total Capacity (Megawatts)	Percent of Capacity: County	Percent of Capacity: California
Biomass	33.16	2.1%	1.6%
Coal	0	0.0%	0.2%
Geothermal	0	0.0%	3.4%
Hydro	1522.89	97.7%	17.7%
Natural Gas	0	0.0%	58.6%
Nuclear	0	0.0%	2.9%
Oil	0	0.0%	0.4%
Solar	3.3	0.2%	7.5%
Wind	0	0.0%	7.5%
Other	0	0.0%	0.0%

Source: The California Energy Commission

**Data for Alpine County unavailable*



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DEMOGRAPHIC TRENDS

Population Trends and Projections

Current Population: According to the California Department of Finance, the current population within the CSEDD district has been declining every year between 2007 and 2016 while the population in California has grown by eight percent over the same time period. All counties across the CSEDD region have experienced negative growth

According to the US Census Bureau, the two most populous counties within the CSEDD region are Tuolumne County (54,347) and Mariposa County (17,946). Alpine County has remained the smallest county in the CSEDD region and in California with only 1,202 permanent residents in 2014. The CSEDD region is comprised of rural counties with only two cities in the district. Angel's Camp located in Calaveras County had 3,004 people and the city of Sonora had 4,423 people in 2014.

Population Projections: Despite the past decade of population decline, the California Department of Finance projects an overall population growth within the CSEDD region of nine percent by 2025, and by 15 percent by 2050. Between 2016 and 2025, Mariposa County is projected to grow the fastest with a 13 percent increase. However, Calaveras County is projected to increase the most between 2016 and 2015, increasing by 12 percent by 2025 and an addition 23 percent by 2050. While all counties are projected to increase between 2016 and 2025, Alpine County is expected to decline by eight percent between 2025 and 2050.

- **Declining Population:** Population within the Central Sierra Economic Development District has decreased by 1.6% between 2007 and 2016. Conversely, population within California has grown almost 8% over the same time period.
- **10 Years of Negative Growth:** Over the past 10 years, all counties within the CSEDD have seen negative population growth on a county level.
- **Projected Growth:** Despite the recent decline in population, California Department of Finance projects a growth in population of 9% by 2025 within the CSEDD.

Total Population, Central Sierra Economic Development District

Year	CSEDD Population	CSEDD Percent Change	California Percent Change
2007	121,386	0.4%	0.8%
2008	121,377	0.0%	0.7%
2009	120,821	-0.5%	0.7%
2010	120,348	-0.4%	0.8%
2011	120,286	-0.1%	0.9%
2012	120,148	-0.1%	0.9%
2013	119,970	-0.1%	0.9%
2014	119,802	-0.1%	0.9%
2015	119,629	-0.1%	0.9%
2016	119,432	-0.2%	0.9%

Source: California Department of Finance

Psychographic Information: According to ESRI's Tapestry Segmentation Area Profiles, nearly 45 percent of the CSEDD district is comprised of Rural Resort Dwellers who are residents close to retirement who normally live in scenic rural areas. These individuals are primarily older, married couples with no children at home. These individuals like to spend their disposable income on their hobbies which include freshwater fishing, hunting, and motorcycling. In addition, 81.8 percent of these individuals are homeowners.

The second largest segment of individuals within the CSEDD district are Senior Sun Seekers which account for 10.2 percent of the households in the region. These individuals are retired or are closely anticipating retirement. More than half of these households are currently receiving Social Security benefits. Many of these residents own seasonal homes, and live near areas where they can hunt, fish, or play bingo.

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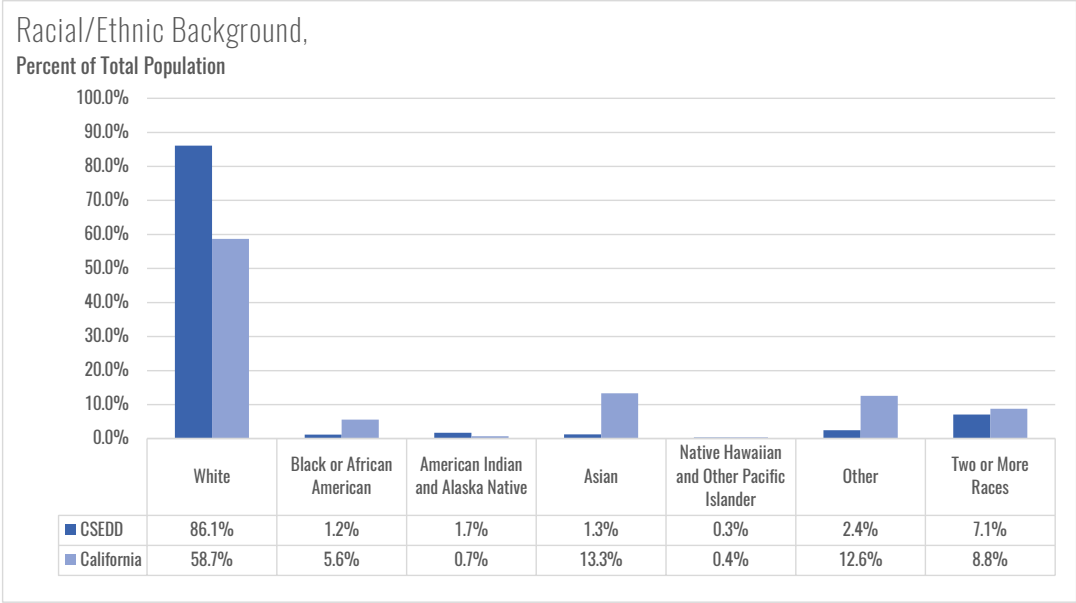
- **Aging Population:** Within the CSEDD, all age groups younger than 45 years are smaller in comparison to California. Conversely, all age groups older than 60 years are larger within the CSEDD in comparison to California.

- **Teenage Brain Drain:** Between 2009 and 2014, the number of residents younger than 5 years of age decreased by 5%. Over the same period, the number of residents between the ages of 10 and 24 years decreased by 14%.

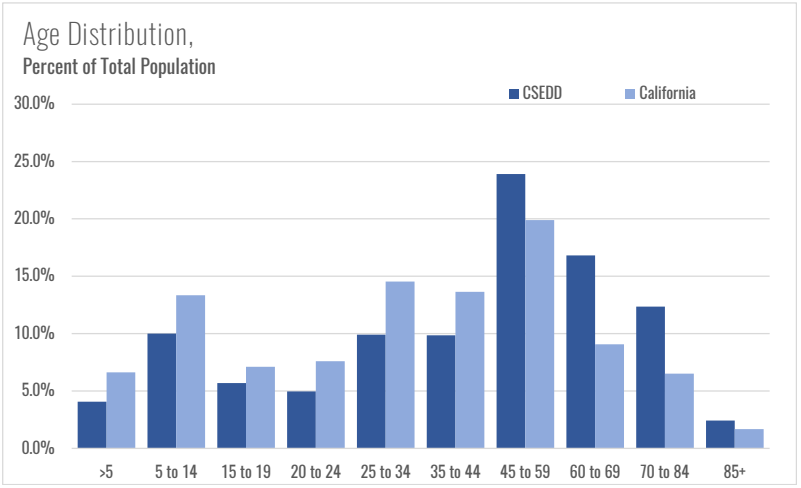
- **Lacking Diversity:** 86% of CSEDD identified as white in 2014, 30% higher than the state as a whole.



	White	Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Other	Two or More Races
CSEDD	86.1%	1.2%	1.7%	1.3%	0.3%	2.4%	7.1%
California	58.7%	5.6%	0.7%	13.3%	0.4%	12.6%	8.8%

Racial and Ethnic Diversity: In 2014, the CSEDD region primarily consisted of white residents. According to the US Census Bureau's 2014 American Community Survey five-year estimates, the CSEDD region was 86.1 percent white individuals which was 27.4 percent higher than that of California. The second largest racial/ethnic group in the district was the American Indian and Alaska Native population which accounted for 1.7 percent of the population. Many of these residents may be located in Tuolumne County and are a part of the Tuolumne Band of Me-Wuk Indians.

Population by Age: The CSEDD region's largest age group was individuals aged 45 to 59 years old, and the second largest age group were individuals aged 60 to 69 years old. The CSEDD district had more individuals aged 45 to 85 than California as a whole, and all age groups younger than 45 years old are smaller in the CSEDD region than in California. In addition, between 2009 and 2014, the number of residents between the ages of 10 and 24 years old, declined by 14 percent. This may be resulting in a regional "brain drain" where there is a large portion of college-aged students leaving the region in pursuit of education but cease to return after graduation. This often occurs in rural communities who are unable to maintain a sufficient amount of educated career positions and graduates who would have wanted to return to the region, must find work elsewhere.



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EDUCATION TRENDS

In 2014, within the CSEDD region, 91 percent of the residents 25 years and older had a high school diploma, which was eight percent higher than in California. However, only 23 percent of residents the same age in the CSEDD region had a bachelor's degree or higher which was seven percent lower than in California.

The high school dropout rate in the CSEDD region fluctuated year-to-year between 2005 and 2014 but mostly remained at a lower rate than California. In recent years, the number of high school dropouts in the CSEDD region declined by 53 percent between 2010 and 2014. However, the number of high school graduates eligible for CSU or UC's in the CSEDD district were below California between 2005 and 2014. In the 2014-2015 school year, California had 43 percent of graduates eligible for entrance to a UC or CSU system, while the CSEDD district on average only had 26 percent of students eligible, a total of 17 percent fewer eligible graduates.

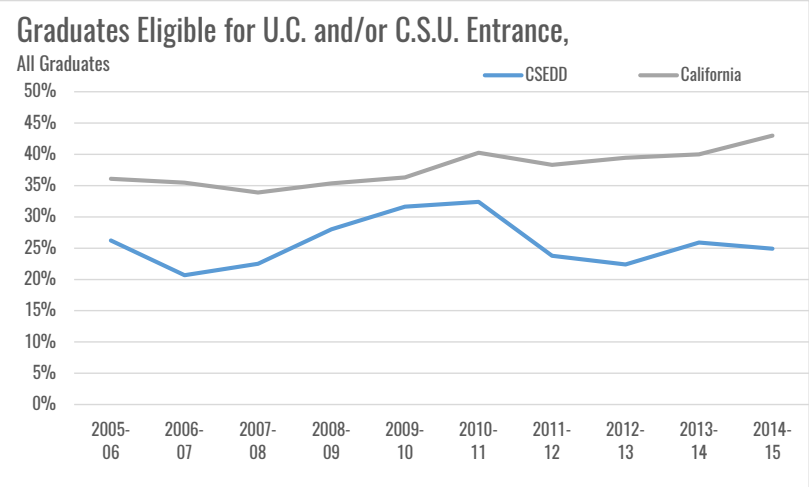
- **Lowering the Dropout Rate:** The high school dropout rate has decreased by 53% within the CSEDD since the 2010-2011 school year.
- **Fewer Dropouts Compared to California:** The high school dropout rate for the 2014-2015 school year within the CSEDD was 1.2%, less than half of the California dropout rate for the same year (2.8%).
- **Fewer Graduates Ready for College:** Percentage of graduates eligible for U.C. and C.S.U. system entrance within the CSEDD decreased by 5% since the 2005-2006 school year.

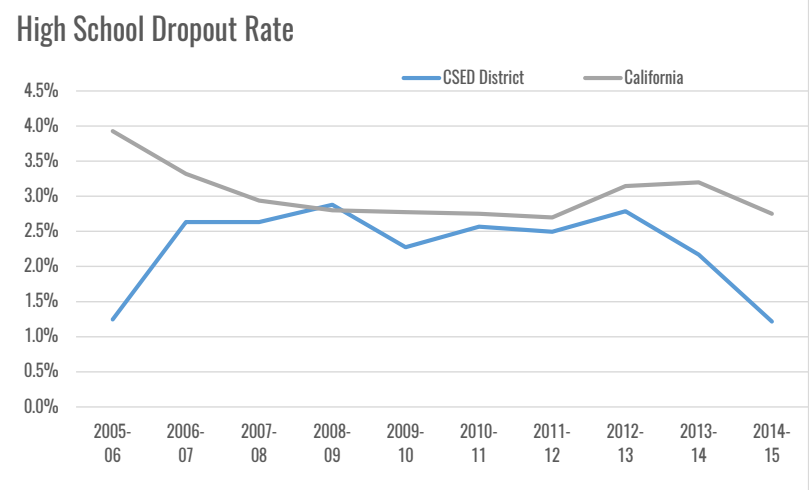
Graduates Eligible for U.C. and/or C.S.U. Entrance

Geography	2005-2006 % Eligible	2014-2015 % Eligible	Percent Change
Calaveras	34%	23%	-32.4%
Mariposa	18%	31%	72.2%
Tuolumne	22%	25%	13.6%
California	36%	43%	19.4%

Source: California Department of Education

**Note: Alpine County has maintained 0% eligibility since 2005.*





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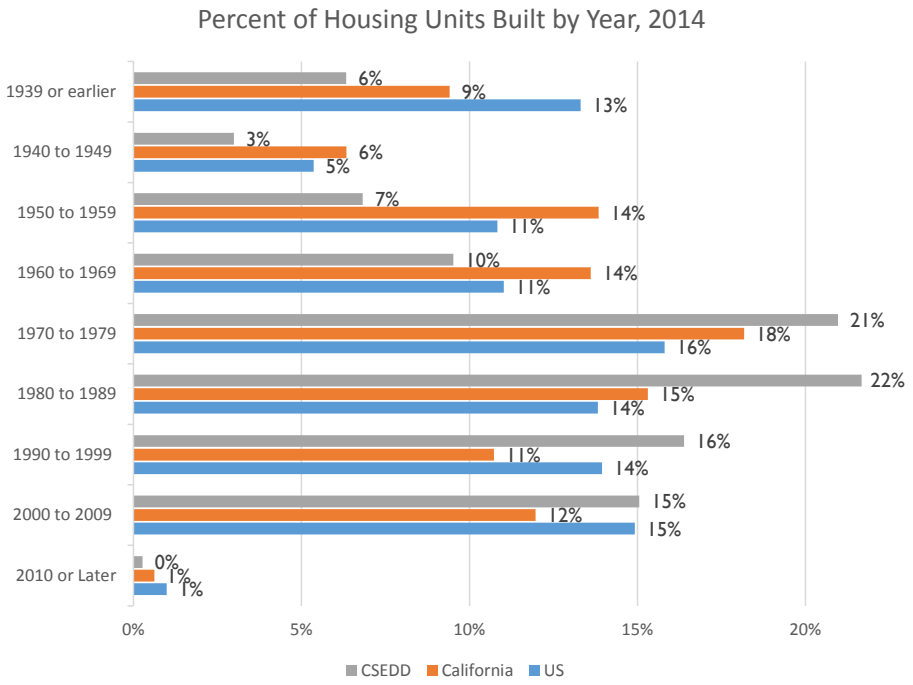
HOUSING TRENDS



According to the American Community Survey's 2014 5-year estimates, the CSEDD region has more owner-occupied units, and a higher percentage of newer housing units when compared to California and the United States as a whole. The majority of housing units in the CSEDD region were built between1970 and 2009. Seventy-four percent of housing units in the CSEDD region were owner-occupied compared to California which was only 55 percent and the United States which was 64 percent. However, in 2014, there weren't any homes in the CSEDD region built after 2010, which was about half a percent lower than California and the United States.

In addition, the CSEDD region had a higher rate of vacant housing units (32%) than in California (8%) and the United States (12%). The highest vacancy rate within the four counties in the CSEDD region was Alpine County with 79 percent of housing units classified as vacant; however, this was most likely due to the large number of vacation rentals within the County. Furthermore, the entire CSEDD region has a large number of housing units utilized as vacation homes which could be impacting the reported vacancy housing rates.

LABOR TRENDS

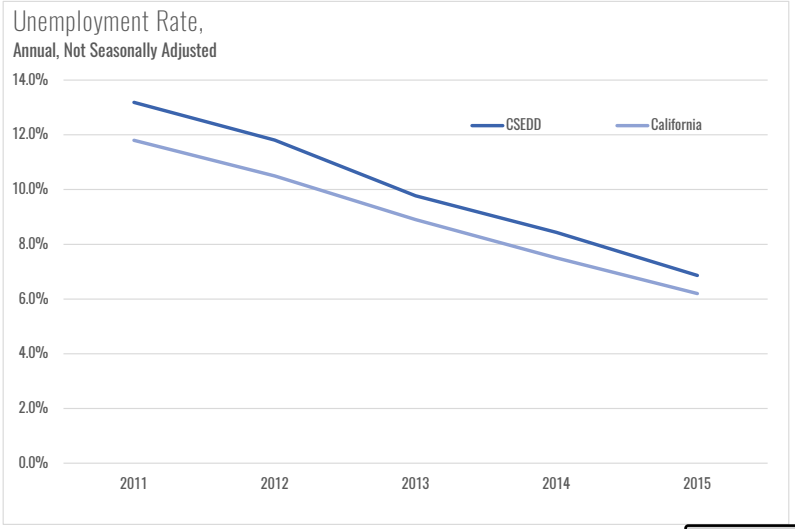
The CSEDD district experienced a decline in both their labor force and unemployment rate between 2011 and 2015. While the unemployment rate dropped between 2014 and 2015 by 1.5 percent, the number of employed residents still remains below what it was in 2011.

Because the CSEDD district is heavily dependent on tourism, the labor force changes in size from the different seasons. During the summer, the labor force is generally higher as people move back into the labor force looking for work as the economy improves. In past years, labor force entrants were able to be hired fairly quickly; however, in recent years, many labor force entrants are not being hired as quickly than in prior years which has caused higher unemployment during the summer months. This indicates a change in the overall CSEDD economy as people who used to be hired are no longer able to.

Employment, Central Sierra Economic Development District

Year	CSEDD Labor Force	CSEDD Employment	CSEDD Unemployment Rate	California Unemployment Rate
2011	56,740	49,250	13.2%	11.8%
2012	56,060	49,440	11.8%	10.5%
2013	54,540	49,230	9.8%	8.9%
2014	50,620	46,350	8.4%	7.5%
2015	50,840	47,350	6.9%	6.2%

Source: California Employment Development Department



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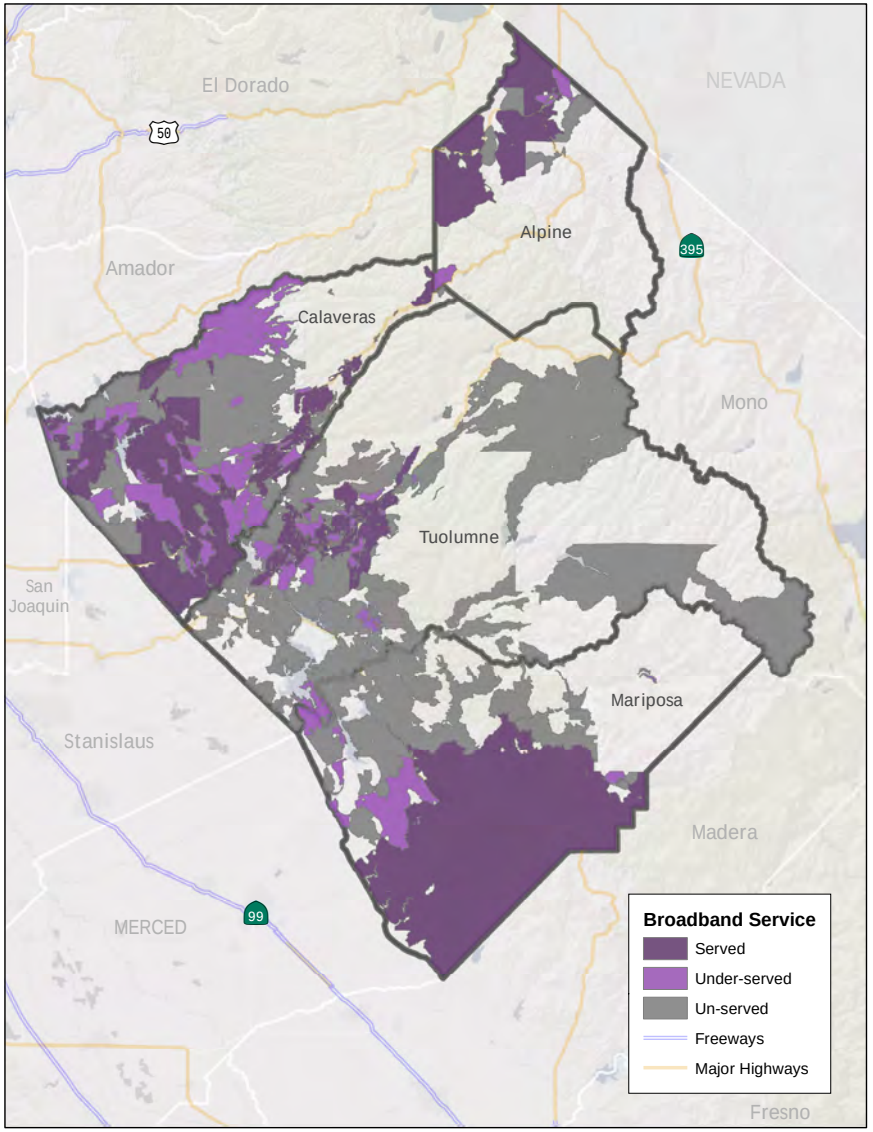
BROADBAND AVAILABILITY

A region's ability to have universal access to broadband is an important factor to its economic growth. Many rural communities face a digital divide where several rural communities still face slow or inaccessible internet in their community. Access to broadband offers many potential growth opportunities and can many enhance many regional services such as educational resources or business productivity.

In the CSEDD region, some communities have access to broadband while others have little to no access. The map to the right shows the California Public Utilities Commission's broadband availability data. The map shows the areas by census tract that are considered served, under-served, and un-served by broadband. As shown, there are census tracts where broadband is available but a nearby census tract are considered to be un-served.

Communities within the Central Sierra Economic Development District region are served by a handful of last-mile broadband service providers offering direct subscriber line, coaxial cable, and fixed wireless services. Direct subscriber lines are wired connections which generally meet the minimum definitions for "broadband service" as defined by the California Public Utilities Commission. Direct subscriber line service providers include AT&T throughout much of the region, along with smaller service providers with smaller focus region including Sierra Tel Internet, CALTEL Connections, and TDS Telecom. Coaxial cable is another wired connection technology that generally enables much higher download and upload speeds. Comcast is the franchisee for cable services for the vast majority of the developed areas within the three counties of the CSEDD region. Finally, fixed wireless services offer connectivity by broadcasting signals to a fixed receiver in a consumer's home or business. This technology can offer moderately fast service to harder-to-reach locations, but price and reliability may be lower than traditional wired technologies. There are many service providers offering fixed wireless connections in much of the CSEDD region, including Volcano Wireless, Conifer Communications, and unwired Broadband, Inc.



Source: California Public Utilities Commission

Broadband Service, CSEDD, 2015

County	Total Households (2010 Census)	Households Served	Households Underserved	Households Unserved	Percent of Households Underserved or Unserved
Alpine County	497	260	237	0	48%
Calaveras County	18,886	12,938	3,432	2,516	31%
Mariposa County	7,693	5,219	1,128	1,346	32%
Tuolumne County	22,156	15,453	3,869	2,834	30%
CSEDD Region	**49,232**	**33,870**	**8,666**	**6,696**	**31%**

Source: California Public Utilities Commission, December 31, 2015

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ENVIRONMENTAL TRENDS

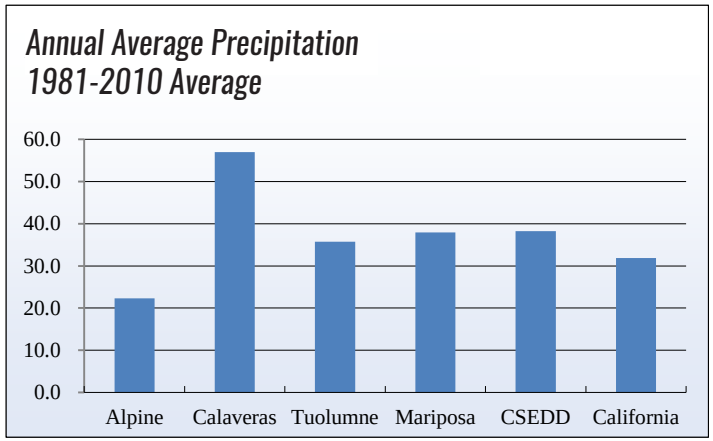
Average Precipitation

According to the Western Regional Climate Center, between 1981 and 2010, the Central Sierra Economic Development District had on average six inches more precipitation than the California average. In addition, the region experienced on average 30 more inches of snow than the State average. Most of the snowfall occurred in Calaveras and Alpine County. However, because this data does represent the average from 1981 and 2010, rainfall and snowfall in more recent years may be less due to extensive periods of state-wide drought.

Climate Readings, CSEDD, 1981-2010

	Alpine County	Calaveras County	Tuolumne County	Mariposa County	CSEDD Average	California Average
Average July Maximum Temp. (deg.)	83.7	80.3	93.3	88.6	86.5	88.7
Average January Maximum Temp. (deg.)	43.6	43.9	55.5	47.9	47.7	51.4
Average July Minimum Temp. (deg.)	51.1	53.5	56.1	56.3	54.3	54.3
Average January Minimum Temp. (deg.)	21.3	28.6	32.1	28.6	27.7	31.4
Average July Precipitation (in.)	0.6	0.2	0.1	0.5	0.4	0.2
Average January Precipitation (in.)	2.4	9.9	6.6	6.7	6.4	5.4
Average Annual Precipitation (in.)	22.3	57.0	35.8	37.9	38.3	31.9
Average January Snowfall (in.)	19.9	23.0	0.0	12.3	13.8	3.9
Average Annual Snowfall (in.)	81.8	111.8	0.4	26.3	55.1	15.4

Source: Western Regional Climate Center



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CSEDD VISION STATEMENT

The CSEDD vision statement was developed through a process which utilized both stakeholder and community involvement. A meeting was held inviting the community to join the CSEDD board in creating a vision for the CSEDD. Board members and community members analyzed the objectives and goals of the CSEDD board and utilized them in developing a vision statement that would reflect the objectives of the board and the CSEDD region. The CEDS specific portion of the vision statement was created as an addendum to the original CSEDD vision statement to ensure maximum stakeholder engagement. Input from the individual community meetings were combined and the vision statement was amended using the goals and objectives identified in the CEDS planning process. The following vision statement was created:

> "The vision for the Comprehensive Economic Development Strategy (CEDS) is to guide CSEDD staff and community leaders as they focus their efforts over the next five to ten years on harnessing regional assets to enhance economic prosperity through business resiliency, workforce development, advanced visitors services, and infrastructure improvements.
>
> The vision of the CSEDD is to be recognized as an economic development resource by its member entities, and community partners. CSEDD strives to become a proactive partner in project review and facilitation, identifying funding sources, assisting with grant applications, and in creating a network for shared communications between elected officials and staffs, the private sector, nonprofits, local economic development corporations, other local governments such as independent special districts and JPAs, and state and federal partners." ”

The CSEDD vision statement was created along with the 2012-2016 CSEDD CEDS and was circulated for public and community review during the 30-day public comment and review period of the strategic plan. The current vision, with the amendment was circulated during the most recent 30-day public comment period and at this time has yet to be objected to by local stakeholders and therefore has not changed.

PUBLIC & STAKEHOLDER ENGAGEMENT

The CSEDD will continue to lead meetings and maintain regular communicatio with the CEDS strategy committee members in order to gauge the progres and monitor completion of the implementation agenda. The CEDS strateg committee will meet annually, and CSEDD staff will regularly lead conferenc calls with the CEDS strategy committee to keep track of completion on quarterly basis.

While the CED has engaged public and stakeholder participation throughou the development and planning process of the comprehensive economi development plan, continued public and stakeholder participation will b important to the implementation of the strategic plan. The CSEDD boar will continue to encourage stakeholder involvement through persona business visits, speaking events including Rotary and similar organization and continued monthly interactions with Native American Indian tribe government officials, and non-profit leaders.

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ECONOMIC DEVELOPMENT STRATEGY & COMPONENTS

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ECONOMIC DEVELOPMENT OBJECTIVES AND COMPONENTS

THE APPROACH

Formation of the CEDS Strategy Committee

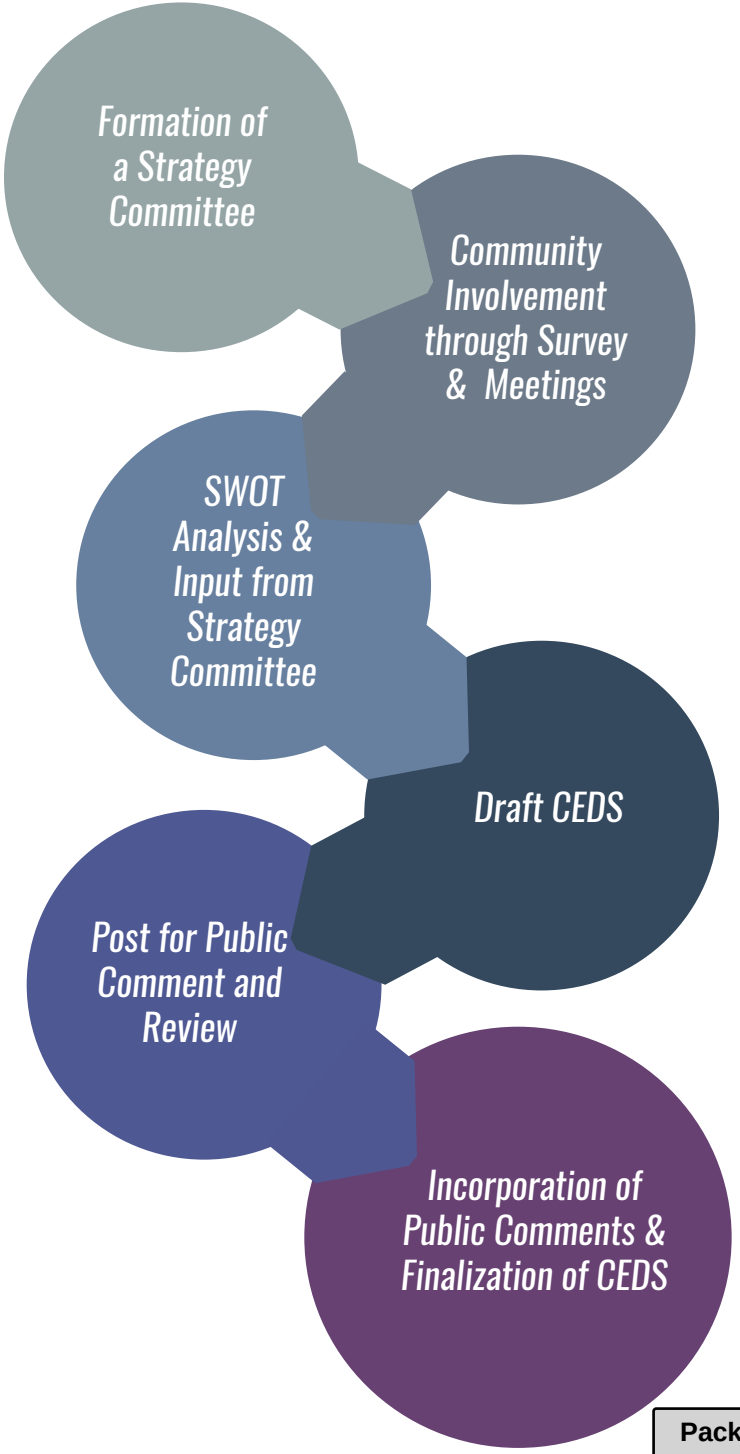
The CEDS strategy committee was chosen by members on the CSEDD board. Each CSEDD board member identified a community member who was not currently associated with the CSEDD. Individuals from county governments, non-profits, community organizations, and private entities were selected from each of the four counties to participate on the strategy committee in addition to three current CSEDD board members.

Community Involvement

The CSU, Chico's Center for Economic Development (CED) constructed an 18 question survey about the current and future needs of the region. The survey focused on barriers to economic development, business needs, previous economic development projects in the region, and building regional economic resilience. The survey was created in Constant Contact by the Center for Economic Development and a live link was provided to the CEDS committee and the CSEDD board. The survey link was sent out to the CSEDD contacts, a press release was sent to local radio and media outlets, and the survey was hosted on the CSEDD and CED website. A total of 17 responses were received, 14 from Tuolumne County and two from Calaveras County, and one from Alpine County. A summarized copy of the survey results can be found in the Appendix of this document.

To gain additional community feedback, representatives from the Center for Economic Development (CED) led three community town hall meetings within the CSEDD region. Flyers announcing the meetings were sent out to regional stakeholders and community members, and a press release was sent to local radio and media outlets. The results of the community survey were compiled and analyzed, and the key findings were presented to attendees at each meeting. Meetings took place in Angel's Camp, Markleeville, and Mariposa and were two hours long. The key findings were discussed on both a regional and community level. During these discussions, community members addressed further key issues that were not originally identified in the survey results.

All of the feedback received from both the community survey and meetings were compiled along with regional economic and demographic data collected by CED staff. These findings were used as an integral part of the CEDS strategy committee's SWOT analysis. The results helped committee members better understand and address the needs of the region and identify the objectives and goals incorporated within this comprehensive economic development strategy.



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CSEDD OBJECTIVES

Objective One: *Enhance visitors' services within the CSEDD region*

Objective Two: *Build a skilled workforce within the CSEDD region*

Objective Three: *Promote and develop business resiliency within the CSEDD region*

Objective Four: *Promote coordinated marketing efforts throughout the CSEDD region*

Objective Five: *Promote regional infrastructure improvements*

Objective Six: *Expand upon existing community business retention and expansion programs*

Objective Seven: *Create a uniform Transient Occupancy Tax (TOT) collection plan for vacation rentals across the entire region*

Objective Eight: *Improve regional airport infrastructure to support faster shipping & delivery services*

Objective One: Promote advanced visitors' services within the CSEDD region.

Enhancing visitor services throughout the region was identified in the SWOT analysis as a major opportunity for the region. Additionally, three of the six non-government sectors with the highest location quotients in the region are all tourism related and tourism was brought up in all three community meetings due to its level of importance. With its vast public lands, outdoor recreation opportunities, and Yosemite National Park (NP), the four-county region has been tourist dependent for decades and will continue to be in the foreseeable future. The region contains the crown jewel of the Sierra Nevada Mountain Range, Yosemite National Park, countless hiking and backpacking opportunities, numerous lakes, world class fishing, and multiple ski resorts. Additionally, in the lower elevations, agri-tourism has begun expanding as the wine industry flourishes. The CSEDD region is in a unique position to capitalize on multi-county visitors. Unlike many California counties, most visitors are not just coming to the region to go to a specific location. There are a few exceptions such as Alpine County ski and fishing opportunities that are sole destinations, but for the most part, even visitors to Yosemite stay or visit other parts of the region. Because of this multi-destination advantage, it is imperative that groups throughout the region work together to optimize visitor services and cross-promote resources throughout the region.

Due to the inherent risks associated with a tourism based economy, (natural disaster, recession, changes in government policy affecting public lands, etc.) it is imperative that the local leaders capitalize on the economic benefit of tourism during peak times. Also, by enhancing visitors' services, economic developers in the CSEDD are aiming to create a value add proposition for would be travelers even in tough economic times. By setting themselves apart from other, less traveler friendly regions, the regional economy would become more resilient. To accomplish this objective the CEDS strategy committee has identified three action items to be completed within the next five years.

Action Item: Develop a regional tourism partnership organization.
Currently, each of the four counties coordinates their own visitor services efforts which has made it so offering the best visitor experience has become inefficient. The CSEDD board and its staff will be responsible for facilitating partnerships between Mariposa County Chamber of Commerce, Tuolumne County Visitors Bureau, Gold Country Visitors Association, Alpine County, and Calaveras County. By the end of 2017, a minimum of eight independent organizations will have formed a partnership.

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Action Item: Review current visitors' services and identify new locations.
Currently there are three visitor centers, outside of Yosemite Park, in the four-county region. Unfortunately, the current visitor centers are not in locations that take pressure off of Yosemite NP traffic and are not in locations where visitors can walk around local shops and restaurants. By the second quarter in 2019, the partnership formed in action item one will have reviewed the efficiency and the economic impact of each of the current visitor centers and will make recommendations to the individual counties about the optimized location of either a new or a relocated visitor center. Along with the recommendation, a preliminary business plan will be provided.

Action Item: Successfully move or open one or two visitor service centers in optimal locations.
One of the major opportunities identified in the SWOT analysis was the potential relocation or opening of a new visitor center. During the follow-up meetings, members of the CEDS planning committee came to the agreement that a new center location located in a down town business district would have two benefits. With more amenities near the center, people will stay in town longer which will increase revenue and sales tax revenue at local retail shops and restaurants. The number of travelers with disposable income being drawn to local business districts will become a significant economic driver. Additionally, by giving travelers a more attractive place to stop, they will likely stay longer which will ease traffic at peak times going into Yosemite NP. The lessened traffic will increase the attractiveness of the NP which should in turn increase visitors.

Objective Two: Build a skilled workforce within the CSEDD region.

Building a skilled workforce was identified in the community survey and in all three of the community meetings as being one of the most important issues facing the region today. This is an important issue for two distinctly different reasons. First, the community members surveyed felt that the business community does not have access to a skilled workforce to fulfill its needs. Second, the "brain drain" throughout the region is one of the worst in the state. All four counties in the region have had negative net migration for over a decade. Opportunities have to exist or young professionals will have no reason to stay in the area. Workforce development is one of several necessary tools for solving both problems. By being strategic about what workforce development opportunities are supported, a region can more efficiently train young persons in occupations that give them the option to stay in the area after completion.

Action Item: Increase school dual enrollment of the Columbia College CTE High School Articulation program
The CTE High School Articulation program offers a unique opportunity for high school students to receive college credits. Columbia College Career Technical Education (CTE) collaborates with local and regional high school programs to develop articulation agreements. Resulting agreements include alignment of course skills and concepts, the possibility of advanced placement, and credit by examination options. The goal of this action item is to have over 200 high school students enrolled in the region with three counties (Alpine County does not have a high school but they attend high school in Calaveras County and Douglas County, Nevada) having at least two high schools with CTE agreements in place by 2019. The program is expected to have a 90 percent success rate of students either continuing their education in the technical field of their choice or landing a technical job upon program completion.

Action Item: Enhanced partnerships between CSEDD staff and board members, the Mother Lode Work Force Investment Board (WIB)
During the SWOT analysis, it was determined that Mother Lode WIB is an excellent resource for local businesses and job seekers. Unfortunately, it was also brought up in the SWOT that the WIB's services are underutilized. As a result, the CEDS planning committee has determined that it is the responsibility of each of the CSEDD participating members to increase their WIB referrals which are currently very low. The individual county members will report back to CSEDD staff their number of referrals each year and CSEDD will monitor progress. The identified goal is that by 2018 referrals from CSEDD and its partner organizations and member counties will be at least 50 per year and will increase to 150 by 2021. As a result of the increased referrals partners are expecting an increase in WIB trainings of 10%.

Action Item: Promote the Columbia College Water Resource Management program
The necessity to manage water resources effectively has created an increasing number of job opportunities. There are currently over 30 water districts in the CSEDD region and over 20 waste water treatment facilities. Many of the plant operators running these facilities and districts are nearing retirement age and Columbia College offers a program in Water Resource Management, leading to a career in water treatment, water distribution, wastewater management, and groundwater management. The program will provide an opportunity to succeed in water resource management through the development of

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knowledge, skills, and experience. CSEDD board members will being promoting the program for Columbia College at the local level and expects Columbia College will see a 10 percent increase in program enrollment by fall 2020 as a result.

Action Item: Establish high school off campus tech center and innovation lab in Calaveras County

Innovation labs with tech centers offer opportunities for potential small businesses to access specialized equipment while gaining a valuable network. Additionally, these types of centers often act as training grounds for high school and college students as they prepare for high paying tech jobs. Currently there is an innovation lab and tech center in Sonora, in Tuolumne County. While most of these types of centers are found in more urbanized areas, the center in Sonora has proven the model in rural areas. While this model may not work in the sparsely populated areas of Mariposa and Alpine counties, there is an opportunity for replication in Calaveras County. Over the next two years, Calaveras County officials, Columbia College, and the high school superintendents will partner to obtain private foundation funding, while seeking EDA assistance, to obtain the proper equipment to run the innovation lab.

Objective Three: Promote and develop community and business resiliency within the CSEDD region

When compared to other regions, the CSEDD region has many outside threats to the health of its business climate. The region is in a constant threat of fire danger, and is currently locked in a prolonged drought. This was proven by the Rim Fire, the largest fire ever in the Sierra Nevada even though it did not start until late fall. A normal year's precipitation would have ended that fire fairly quickly, but the extended drought exacerbated the problem. While natural disaster is the most immediate threat to the health of the region, there are other threats that the region faces due to its high dependence on government controlled lands for its tourism revenue. Government furloughs and prolonged recession have in the past, and may again, take their toll on the region's important tourism industry so it is imperative that local leaders be prepared to deal with human caused threats. Objectives 1 and 6 are meant to address the human caused threats while this objective is meant to address natural disasters. Fire danger and drought were far and away the two largest issues identified at the community meetings and the two seemingly go hand in hand. Both the Butte and Rim fires in the past several years have devastated the region, displacing hundreds of residents and destroying home based businesses.

Calaveras County has been hit particularly hard. It was revealed during the Angels' Camp community meeting that several land owners have migrated out of the county all together and sold their property to marijuana farmers from out of state This has further exasperated the out-migration issue. Additionally, the constant fire danger has made obtaining insurance extremely costly and has even forced many people to self-insure. It is the goal of the CSEDD, and its partner organizations, to reduce the short-term stress and the long-term economic effects on the business community due to the inevitable natural disasters.

Action Item: Develop a long-term permanent response recovery strategic plan to replace existing preliminary plan

The CEDS planning committee has developed a preliminary plan for business disaster response and economic resilience. However, the dedicated staff time necessary to develop a permanent, long-term disaster response plan was not available at this time. The long-term plan will include a process for monitoring and addressing business needs, assigning staff from each county communication responsibilities, developing a revolving loan fund for insurance gap funding, and connecting displaced businesses and employees with the two resiliency centers discussed below.

Action Item: Development of Calaveras County Chamber of Commerce Butte Fire Recovery Center

EDA has awarded the Calaveras County Chamber of Commerce, in partnership with CSEDD, $250,000 to open a fire recovery center in San Andreas for those affected by the Butte Fire. One-half of the Chamber's time will be dedicated to operating the resiliency center and partner organizations will be hiring a half-time business outreach person. The outreach person ensures that the center will be maximizing its impact rather than being reactive as businesses look for help. Most business owners affected by disaster are preoccupied putting their lives back together and may not know what resources to approach for assistance. In addition to the employees working directly on the project, the Alliance Small Business Development Center (SBDC) will offer nine consultants to work with businesses coming through the Center. The facility will be operational in 2017 and is funded for two years. In that time period, the partners plan to seek funding from other public and private sources to keep the facility operational. By keeping the center open indefinitely, partners will be much more proactive rather than reactive in their response to future disasters such as inevitable fires. In the meantime, the first round of EDA funding will help save or create (from dislocated workers starting businesses) 30 businesses affected by fire.

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Action Item: Development of Tuolumne County Disaster and Business Resiliency Center

Tuolumne County and the State of California partnered to obtain $70 million in HUD funds as part of the National Disaster Resilience Competition. Of the $70 million, $20 million is dedicated to business development and resiliency through constuction of a community resiliency center. The project will be fully operational by the end of 2017, and within two years of being operational, the Center will have assisted in the creation or saving of 30 small businesses.

Objective Four: Promote a coordinated marketing plan throughout the CSEDD region.

Currently, there are different groups in each of the four CSEDD counties working on visitor attraction. As discussed in objective one, many visitors to the area are regional visitors, not single destination visitors which means the four counties in the district need to work together to cross-promote the region. The Gold Country Visitors' Association (GCVA) in conjunction with Visit California is the primary group coordinating a regional marketing effort. Unfortunately, the GCVA does not include the high Sierra in its region. Essentially half of the CSEDD region is without an organized marketing effort, including all of Alpine County.

Action Item: Promote coordinated marketing throughout the region.

Under the leadership of the CSEDD board, it will be the responsibility of the partner organization formed in Objective One to complete a multi-county strategic marketing plan. The plan will be complete by Q1 2019. The plan will include cross-promotional items for all regional visitors' centers, connecting with Visit California, and a plan that includes outreach to national and international visitors to California. This effort will in no way compete with the GCVA effort, rather it will supplement what GCVA is currently lacking.

Action Item: Ensure all three counties within the GCVA region are voting members of the association.

Currently Tuolumne and Calaveras County Visitor Bureaus are members. It will be the responsibility of each county's CSEDD representatives to ensure their respective county stays active in the association. By Q3 2017 Mariposa County will have also joined GCVA. Membership is $750 per year and will likely be paid for by chamber membership dues, county general funds, or TOT.

Action Item: Partner with regional leaders to cross-train employees.

The simplest, yet most important, step in organizing a coordinated marketing effort is to cross-train employees and volunteers at all visitors' centers and chambers of commerce about regional efforts. The staff at the Alpine Chamber of Commerce or the Tuolumne Visitors' Bureau need to know what activities are available in Mariposa or Calaveras County and vice versa. This is especially important as many people enter and exit Yosemite NP at different entrances. There will be information about things to do in Mariposa County even if a visitor is entering the NP through the Groveland entrance in Tuolumne County. Information will also be readily available in Mariposa about Tuolumne and Calaveras counties for people entering the NP through Mariposa County. Additionally, both Madera and Mono counties will be approached about a potential cross-promotional effort to maximize visitors coming from the east and south entrances. This effort will require limited resources, such as staff time for cross training, and will take up minimal space at chambers offices and visitor centers for the other counties to put promotional materials. It is the goal of the CEDS planning committee to have marketing materials in shared spaces and staff cross trained by Q3 2017.

Objective Five: Promote infrastructure improvements throughout the CSEDD region.

During the SWOT analysis, the weakness that was identified as being in most need of attention was infrastructure. While several types of infrastructure were identified as being an issue throughout the region, the three largest identified issues were water storage security, lacking sewer line development, and broadband infrastructure. Upon the completion of the six outlined action items, regional businesses will benefit tremendously as access to markets, water and sewer capacity, and broadband all improve.

Action Item: Seek State and Federal Funding to Provide Broadband Service to Underserved and Unserved Communities

Communities within the Central Sierra Economic Development District region are served by a handful of last-mile broadband service providers offering direct subscriber line, coaxial cable, and fixed wireless services. Direct subscriber lines are wired connections which generally meet the minimum definitions for "broadband service" as defined by the California Public Utilities Commission. Direct subscriber line service providers include AT&T throughout much of the region, along with smaller service providers with smaller focus region including Sierra Tel Internet, CALTEL Connections, and TDS Telecom. Coaxial

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cable is another wired connection technology that generally enables much higher download and upload speeds. Comcast is the franchisee for cable services for the vast majority of the developed areas within the four counties of the CSEDD region. Finally, fixed wireless services offer connectivity by broadcasting signals to a fixed receiver in a consumer's home or business. This technology can offer moderately fast service to harder-to-reach locations, but price and reliability may be lower than traditional wired technologies. There are many service providers offering fixed wireless connections in much of the CSEDD region, including Volcano Wireless, Conifer Communications, Frontier Communications, and unwired Broadband, Inc.

Unfortunately, many portions of the CSEDD Region remained completely unserved by any type of broadband service. An even greater portion of the region is deemed "underserved" by the California Public Utilities Commission, meaning that broadband service of some type does exist in the area, but the speeds offered do not meet the State of California's minimum threshold of 10 megabit per second download speeds and 3 megabit per second upload speeds. According to the most current statistics from the California Public Utilities Commission dated December 31, 2015, only 33,870 of the CSEDD Region's 49,232 households were deemed 'served' by fixed broadband, with 8,666 households (17.6 percent) deemed 'underserved' and a further 6,696 households (13.6 percent) with no service at all.

State and federal funding sources exist to provide grants or subsidized loans to public and for-profit entities seeking to expand broadband connections into unserved and underserved areas. Through the encouragement of the CSEDD board, county planners and potential service providers should partner to identify opportunities to take advantage of these funding sources to extend services to unserved and underserved area. Specific funding programs include the California Advanced Services Fund, a revolving grant and subsidized loan account administered by the California Public Utilities Commission, and Rural Development Community Connect grants, a program funded by USDA Rural Development.

Action Item: Seek funding for non-highway road construction improvements to increase access to markets

While state-funded highways form the backbone of connectivity between the CSEDD region and outside markets, many locally-maintained roadways serve as the critical feeders and regional connectors to and from the state highway system. The California Department of Transportation (Caltrans) should pursue a strategy of connecting the CSEDD counties with Highway 99 and Interstate 5 by completing capacity upgrades on important east-west routes such as Highways 120 and 108. At the same time, planners within Calaveras, Tuolumne, and Mariposa counties should pursue capacity, safety, and reliability improvements along important routes connecting communities to these and other critical State Highways.

The Caltrans Local Assistance Division offers a variety of grant programs aimed expanding capacity, safety, and reliability of locally-maintained roadways that fe into the State Highway system. The most prominent of these grant programs the State Transportation Improvement Program (STIP), a flexible program that intended specifically for projects that increase road capacity for multiple mod (passengers, freight, and transit). County planners should pursue STIP and oth state grants that increase the capacity of local feeder roadways, leading to bett connections to outside markets.

Action Item: Phoenix Lake dredging project for sustainable water storage

The Tuolumne County Resource District will complete engineering plans for th Phoenix Lake improvements including; dredging plans, sediment forebay desig and wetland enhancement design, complete the necessary environmental revie obtain the required regulatory permits and compliance for Phase 3, and purcha the required land for the sediment forebay. Phase 2 to be completed by the end 2018 followed by seeking funding for Phase 3, the actual dredging.

Action Item: Seek funding for water and waste water treatment facility construction and expansion

Water and wastewater issues are substantial throughout the region. Wat storage has become a major concern due to sediment in the reservoirs and lon term storage has been exposed in the recent drought. Water transportation even a bigger issue. Wooden flumes, open air ditches, and old pipes transpo the majority of the regions water and some studies have shown that between 4 and 50 percent of water is actually lost during transportation due to leaks in th aging infrastructure. Over the next five years, the joint powers authorities (JP for Tuolumne and Calaveras counties, alongside Alpine and Mariposa counties w be prioritizing which projects need to be addressed first. Through CSEDD boa facilitation, the counties and respective JPAs will identify five distinct projec for which to apply for EDA, USDA Rural Development, State Proposition 1 ar Proposition 84 funding. It is the CEDS planning committee's goal to see at least tw projects funded at the federal level and one $0.5 million waterline improveme project funded through State Proposition 1 bond funds.

Action Item: Seek funding for the Sierra Rail expansion

The Tuolumne County Transportation Council in partnership with the Sono

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industrial park, and the Tuolumne County Economic Development Authority will be seeking funding over the next five years to improve the current rail line that runs from Sonora to Oakdale where it connects to the main Union Pacific line. At present, the current rail is only capable of supporting train cars at five miles per hour. The cost for updating the rail to a 20 or 25 mile per hour rail line has been determined to be $2 million and with TIGER or DOT funding can be completed by 2022. The updating of the rail would be a major boon to Tuolumne County. Rail would be the most efficient way to transport both lumber and cheap propane to the Sonora industrial park. Also, the improved rail system could be used for visitor services related activities, offering short-haul dinner trips to tourists.

Action Item: Encourage Pacific Gas and Electric to Extend Calaveras County Natural Gas Connection

Currently, the only portion of the CSEDD region with natural gas infrastructure is the community of San Andreas in western Calaveras County. San Andreas is provided with natural gas by Pacific Gas and Electric, via a small-diameter pipeline connected to PG&E's larger pipelines in Lodi. The remainder of the CSEDD Region, including all of Tuolumne and Mariposa counties, lack natural gas availability. Tuolumne County is the most populous county in California without any residential natural gas availability.

Tuolumne County and the CSEDD region should pursue strategies that grant incentives for Pacific Gas and Electric to extend its current natural gas pipeline south and east along Highway 49 from San Andreas to Sonora, thus providing this vital residential service to the more densely populated parts of the CSEDD region. Given PG&E's focus on upgrading and maintaining existing structure in the face of increased regulatory scrutiny in the wake of the 2010 San Bruno accident, any extension of the San Andreas pipeline will not come easily.

Objective Six: Expand upon existing business retention and expansion programs

Business retention and expansion programs (BRE) are some of the most important tools available to economic developers. While BRE is conceptual and refers to numerous programs throughout the community, these programs include but are not limited to Small Business Development Centers, Chambers of Commerce, and job training facilities. Business attraction is a negative sum game as multiple regions compete for the same businesses that are interested in relocating. Communities are forced to offer more and more economic incentives and most just end up wasting scarce resources with little or no benefit. Additionally, high-job growth often accompanies businesses in expansion mode, especially second stage companies. Also, it is much easier to retain a business than it is to attract a new one, as the owner and employees are already routed in the community. As shown in the appendix, other than workforce development, survey respondents said that expanding business retention and expansion programs was listed as the second most important step that the region needed to take for economic development purposes. In an effort to address those concerns, the CEDS planning committee has come up with the following action items.

Action Item: Expand upon existing business retention and expansion programs

In partnership with the Alliance Small Business Development Center (SBDC) CSEDD has been awarded a $50,000 grant from USDA Rural Development to expand current business retention and expansion efforts into underserved communities. Currently Alliance SBDC serves Tuolumne and Mariposa counties and the Delta College SBDC in Stockton is responsible for serving Alpine and Calaveras counties. Due to severe financial constraints in recent years the Delta College SBDC has been unable to adequately serve the needs of existing and emerging small businesses in these two counties. Presently no other business assistance programs are serving Alpine and Calaveras counties.

By partnering with CSEDD, the chambers, and local government, the needs of local small businesses will be assessed and met. Qualified local consultants will be used whenever possible including current SBDC consultants from San Joaquin and Stanislaus Counties. When needed regional consultants will be recruited to meet business needs where ever local consultant expertise is not available. The program will begin Q4 2016 and run through Q2 2018. CSEDD staff will identify clients and provide referrals to Alliance SBDC and will work in conjunction with Alliance SBDC to offer business trainings in the underserved high Sierra region. The District will strive to provide ongoing guidance and financial resources to our partnership organizations and/or directly to local business owners to help them create or save 20 additional jobs through an established BRE process and that will be measured by the total number of jobs created per year over the next 5-year reporting period.

Action Item: AgPlus EDA Technical Assistance

In 2015, the CSEDD partnered with CSU, Fresno, CSU, Chico, and Valley Vision to submit an IMCP designation proposal for food and beverage manufacturing. The designation, known as AgPlus, was awarded in July of 2015 and lasts through at least June of 2017. In September 2016, a two-year, $250,000, EDA Technical Assistance grant was awarded to the region with $35,000 in federal funds staying

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in the CSEDD region. The federal and subsequent non-federal matching funds will be used to coordinate and develop projects within the region that address components of the AgPlus implementation strategy. Through implementation of the pillar group strategies, businesses will be assisted as they are connected to regional projects and financing opportunities. It is estimated that five jobs will be created or saved as a result of these efforts.

Action Item: Obtain funding to further expanded the BRE program
For the reasons outlined in action item one, there are too many businesses in the four county region, especially Alpine and Calaveras counties, that are severely lacking business support services. The allocation of scarce resources in the valley has left these rural communities underserved. The USDA program is a boost to these businesses but by the end of 2018, CSEDD plans to increase BRE funding by 10 percent region wide.

Action Item: Provide ESRI Business Analyst support services
CSEDD staff used to purchase ESRI Business Analyst to assist start-ups in the region. As the cost become prohibitive CSEDD has entered into a partnership with the EDA University Center, CSU, Chico to provide local businesses with the same service at a fraction of the cost. Starting in October 2016, CSU, Chico will subsidize the business assistance by utilizing inexpensive, bulk educational licensing. CSEDD staff will make mapping and data requests on an as needed basis and will remain the single point of contact with the business. ESRI reports will be created for a minimum of 15 businesses per year.

Objective Seven: Ensure a plan for Transient Occupancy Tax (TOT) collection on vacation rentals is in place in each of the region's four counties.

Vacation rentals have skyrocketed throughout the CSEDD region. TOT is vital to many counties throughout California but is especially important to the CSEDD region as tourism is one of the region's most important sectors. All of the region's visitor services are funded through TOT as well as many other local services. TOT is an excellent source of revenue for a county because it is a way to provide the necessary services to its residents without placing a larger tax burden on them. Mariposa, Alpine and Tuolumne counties have seen dramatic increases in former long term rentals being converted to AirBnB type vacation rentals over the past five years. Rentals are popping up seemingly everywhere whether or not the property is permitted or zoned for vacation rentals. Due to their proximity to Yosemite NP, Mariposa and Tuolumne counties have already begun tracking and collecting TOT on these types of rental properties. Unfortunately, due to staff constraints and lack- ing a plan, Alpine and Calaveras counties have yet to begin collecting TOT on thes types of properties. As hotel and motel nights slow, and the pressure for busines and visitor services increase CSEDD must assist Calaveras and Alpine countie by helping them create a plan to start collecting revenue within the next yea

Action Item: Create a simple plan for Alpine and Calaveras counties to adopt
CSEDD board members will work together to create a simple plan for Alpine an Calaveras counties to start collecting TOT on internet booked vacation renta such as AirBnB. Partners will explore what is currently working and what is nc working in Mariposa and Tuolumne counties keeping in mind that very little sta time can be dedicated to the monitoring of rentals that do not self-report. Th plan will be complete by Q3 2017.

Action Item: Adopt the plan at the county level
CSEDD will work with boards of supervisors in Alpine and Calaveras countie to introduce the plan. It is expected that both counties will adopt the plan an assign staff members to monitor and collect TOT by Q2 2018. The additional TO revenue collecting through the monitoring will make up for the cost of the adde staff time.

Objective Eight: Improve regional airport infrastructure for faster shipping & delivery services within the CSEDD region.

Air transportation is a huge barrier to entry (weakness) identified in the SWO analysis. Businesses located in the CSEDD region have little to no access to one day or overnight shipping options. This negatively affects the service industr retailers, and producers. Over the next five years, the CSEDD will partner wit the Tuolumne County Airports Department to ensure the proper infrastructur is developed to bring small cargo planes to the region. While the Columb Regional Airport is located in Tuolumne County, the benefits of having daily carg planes flying in and out of the County are tremendous and felt region wid In many small, rural communities FedEx or UPS fly in and out of the region airport multiple times per day. This allows both a morning and afternoon picl up and drop off for next-day shipping. With many online competitors and a impatient customer base, retailers and even some wholesalers are forced t offer expedited shipping or they simply cannot survive. The same thing work in reverse, local manufacturers and retailers would benefit from decreasir any lags in their supply chain's distribution. It is also noteworthy that because

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of the CSEDD region's issue with out-migration, expedited shipping is one more amenity that may or may not help keep young professionals in the area.

Action Item: Assess the airport infrastructure and identify gaps to be filled.

With assistance from the CSEDD, the Tuolumne County Airports Department (TCAD) will create an asset inventory of current airport amenities. The inventory will also identify infrastructure gaps that may be keeping cargo planes from utilizing the facility. The asset inventory will be completed by Q4 2017.

Action Item: Foster relationships with local shipping carriers

Upon completion of the asset inventory, members of the TCAD and the CSEDD will share the report with local representatives from FedEx and UPS. CSEDD representatives will build a relationship with the local representatives from the major companies to help further define what is needed at the airport to develop a shipping contract. The development of these relationships will start immediately.

Action Item: With the help of local shipping company representatives, create a plan to address the necessary infrastructure improvements.

Partners will create a strategic plan to make the Columbia Airport attractable for FedEx or UPS to begin making cargo flights in and out at least once or twice per day. This plan will be complete by Q2 2019 and will include cost estimates for all improvements. The plan will also include a draft of what a proposed agreement with a shipping company may include.

Action Item: Seek and obtain private and grant funding for necessary improvements

Staff from Tuolumne County will be needed to dedicate time to writing proposals for infrastructure improvements and to put the strategic plan in place. At this time, it is assumed that two separate proposals will need to be submitted with the anticipation that at least one will be funded. Until the strategic plan is complete the total amount of funding necessary has not been identified but it will likely be around $250,000. The most likely source of funds will be FAA Small Airport Grant funds, supplemented by private match. It is the goal of the CEDS planning committee to have funding in place by Q2 2021.

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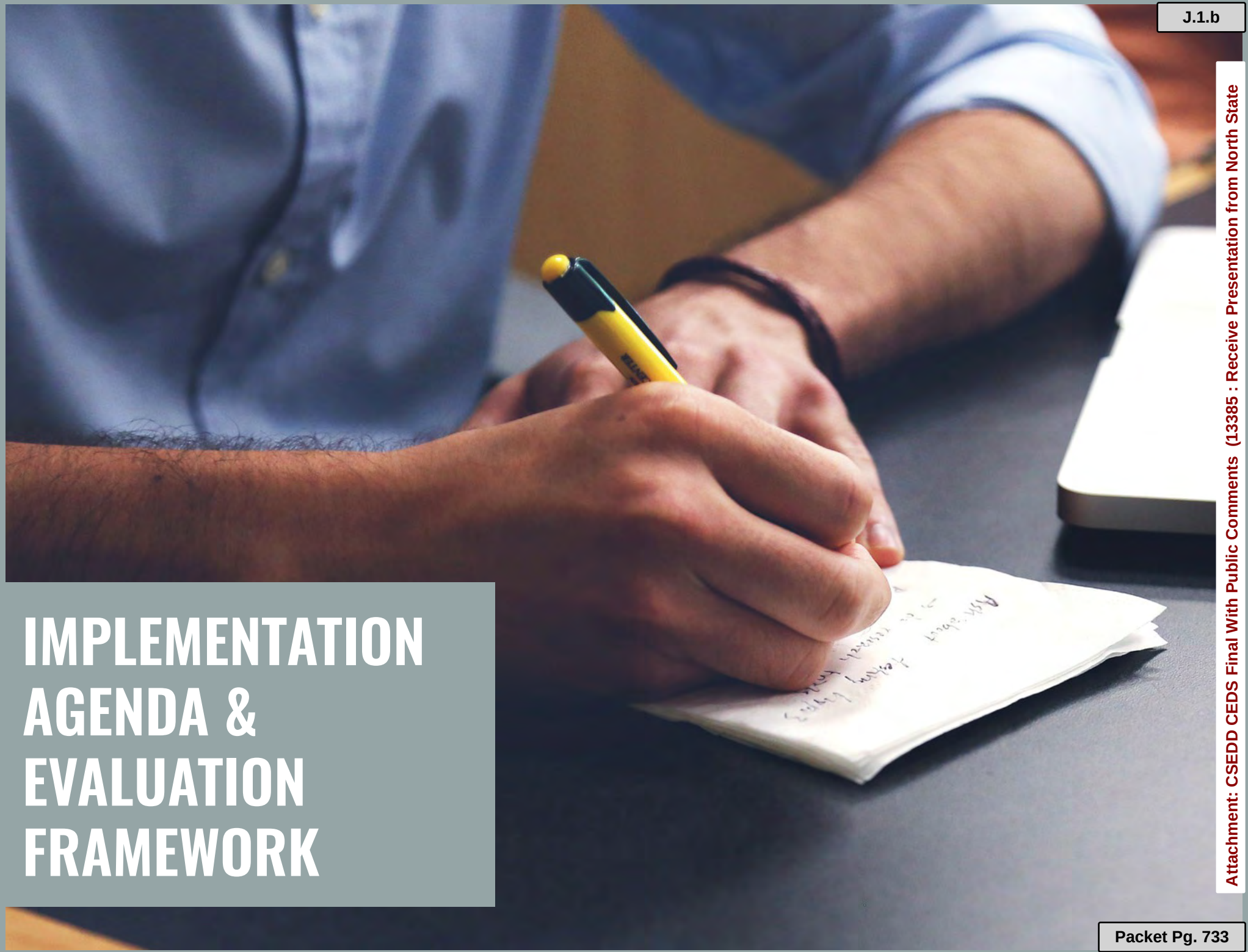

IMPLEMENTATION AGENDA & EVALUATION FRAMEWORK

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IMPLEMENTATION AGENDA & EVALUATION FRAMEWORK

This section outlines the CSEDD implementation agenda and the performance measures that will be used to measure the outcomes of the objectives. The objectives and goals are prioritized in order of regional importance. The timeline is listed with three abbreviations: NS; not started, ID; in development, C; completed.

Action Items	*Lead Agency and Partners*	*Evaluation Framework*	*Timeline*				
			Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Objective One: Promote advanced visitors' services within the CSEDD region							
Action Item: Develop a regional tourism partnership organization	**Lead Agency:** CSEDD **Partners:** • Gold Country Visitors Association • Mariposa County Chamber of Commerce • Tuolumne County Visitors Bureau • Alpine and Calaveras Counties **Resources:** No additional resources needed	**Measures:** Partnerships developed with at least eight organizations.	*ID*	*C*	*C*	*C*	*C*
Action Item: Review current visitors' centers and identify new locations	**Lead Agency:** A sub-committee of the partnership **Partners:** • CSEDD • Gold Country Visitors Association • Mariposa County Chamber of Commerce • Tuolumne County Visitors Bureau • Alpine and Calaveras Counties **Resources:** Increased staff time from partner organizations	**Measures:** Review three visitors' centers	*NS*	*ID*	*ID*	*C*	*C*
Action Item: Successfully move or open one or two visitor service centers in optimal locations	**Lead Agency:** CSEDD **Partners:** • Gold Country Visitors Association • Mariposa County Chamber of Commerce • Tuolumne County Visitors Bureau • Alpine and Calaveras Counties **Resources:** Transient Occupancy Tax (TOT) from the county or counties that move or open a visitors center will be used for funding	**Measures:** Move a minimum of one visitors' center	*NS*	*ID*	*ID*	*ID*	*C*

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Action Items	Lead Agency and Partners	Evaluation Framework	Timeline				
			Year 1	Year 2	Year 3	Year 4	Year 5
Objective Two: Build a skilled workforce within the CSEDD.							
Action Item: Increase school dual enrollment of the Columbia College CTE High School Articulation program	**Lead Agency:** Columbia College **Partners:** • Tuolumne County • Mariposa County • Calaveras County • Alpine County **Resources:** No new resources needed	**Measure One:** Two agreements in place by second quarter of 2017	C	C	C	C	C
		Measure Two: Four agreements in place by end of 2017	ID	C	C	C	C
		Measure Three: All four counties have at least two agreements in place by end of 2019	ID	ID	C	C	C
		Measure Four: Get 200 students region-wide enrolled in the program by end of 2019	ID	ID	ID	C	C
		Measure Five: 90% success rate of getting kids enrolled in further tech study or tech jobs	ID	ID	ID	ID	C
Action Item: Enhanced partnerships between CSEDD staff and board members, the Mother Lode Work Force Investment Board (WIB)	**Lead Agency:** CSEDD **Partners:** • Mother Loade Work Force Investment Board **Resources:** Increased staff time from each county involved with CSEDD	**Measure One:** Increase referrals to Mother Loade WIB to 50 per year	ID	C	C	C	C
		Measure Two: Increase referrals to Mother Loade WIB to 150 per year	ID	ID	ID	ID	C
Action Item: Promote Columbia College Water Resource Management program	**Lead Agency:** Columbia College **Partners:** • None **Resources:** No new resources needed	**Measures:** A 10% increase in program enrollment	ID	ID	ID	C	C
Action Item: Establish high school off campus tech center and innovation lab in Calaveras County	**Lead Agency:** Calaveras County **Partners:** • Columbia College, Calaveras Unified School District, CSEDD **Resources:** Seek $50,000 in funds from EDA or USDA with private match from Calaveras Community Foundation, Sierra Pacific Industries	**Measures:** Purchase all equipment and aquire space from the County	ID	ID	C	C	C

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Action Items	Lead Agency and Partners	Evaluation Framework	Timeline				
			Year 1	Year 2	Year 3	Year 4	Year 5
Objective Three: Promote and develop community and business resiliency within the CSEDD region.							
Action Item: Develop a long term permanent response recovery strategic plan to replace the existing preliminary plan	**Lead Agency:** CSEDD sub-committee **Partners:** • Alpine County • Calaveras County • Mariposa County • Tuolumne County **Resources:** Increased staff time from each member county	**Measures:** Complete a multi-county business resiliency disaster preparedness strategic plan	ID	ID	ID	C	C
Action Item: Development of Calaveras County Chamber of Commerce Butte Fire Recovery Center	**Lead Agency:** Calaveras County Chamber of Commerce **Partners:** • CSEDD • Alliance Small Business Development Center (SBDC) **Resources:** EDA funded project; has been awarded and will be funded with $250,000 for 2017 and 2018	**Measure One:** Get the facility functional by the second quarter of 2017.	ID	C	C	C	C
		Measure Two: Help create or save 30 small businesses	ID	ID	C	C	C
		Measure Three: Obtain alternative funding to keep the Center open indefinitely for a quicker response for business resiliency	NS	ID	C	C	C
Action Item: Development of Tuolumne County Disaster and Business Resiliency Center	**Lead Agency:** Tuolumne County **Partners:** • Tuolumne County Economic Development Authority **Resources:** HUD and private foundations have committed to funding the center with $70 million of which $20 million will be directly related to business development and resiliency	**Measure One:** Have a functional facility by the end of 2017	ID	C	C	C	C
		Measure Two: Help create or save 30 small businesses	NS	ID	C	C	C

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Action Items	Lead Agency and Partners	Evaluation Framework	Timeline				
			Year 1	Year 2	Year 3	Year 4	Year 5
Objective Four: Promote coordinated marketing efforts throughout the CSEDD region.							
Action Item: Promote a coordinated marketing plan throughout the region.	**Lead Agency:** A sub-committee of the tourism partnership **Partners:** • Gold Country Visitors Association • Mariposa County Chamber of Commerce • Tuolumne County Visitors Bureau • Alpine and Calaveras Counties **Resources:** Increased staff time from partner organizations	**Measures:** Complete a multi-county strategic marketing plan	ID	ID	ID	C	C
Action Item: Ensure all three counties within the GCVA region are voting members of the association.	**Lead Agency:** **Partners:** • None **Resources:** $750/year for each of the three counties	**Measures:** All three counties are voting members in good standing	C	C	C	C	C
Action Item: Partner with regional leaders to cross-train employees	**Lead Agency:** CSEDD **Partners:** • Mariposa County Chamber of Commerce • Ebbetts Pass Visitors Center • Alpine County • Calaveras County **Resources:** Increased staff time from each county involved with CSEDD	**Measures:** All visitors' centers have marketing materials about the other three counties and all employees staffing the centers are knowledgeable about those materials	ID	C	C	C	C

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Action Items	Lead Agency and Partners	Evaluation Framework	Timeline				
			Year 1	Year 2	Year 3	Year 4	Year 5
Objective Five: Promote infrastructure improvements throughout the CSEDD region.							
Action Item: Seek State and Federal Funding to Provide Broadband Service to Underserved and Unserved Communities	**Lead Agency:** CSEDD **Partners:** • Alpine County • Mariposa County • Tuolumne Couny • Calaveras County • Caltel **Resources:** *Measure One:* Increased staff time from Tuolumne and Calaveras County staff *Measure Two:* Increased staff time from Alpine and Mariposa County staff *Measure Three:* Increased staff time from CSEDD, and Alpine and Mariposa County staff. Funds will be requested from the California Advanced Services Fund and USDA Rural Development broadband revolving loan funds	**Measure One:** Develop a partnership group to expand Caltel and comcast "the last mile"	ID	C	C	C	C
		Measure Two: Develop a partnership group to expand "back bone" to Alpine and Mariposa Counties.	NS	ID	C	C	C
		Measure Three: Write and submit three proposals for broadband expansion funding assistance	NS	NS	ID	C	C
Action Item: Seek funding for non-highway road construction improvements to increase access to markets	**Lead Agency:** CSEDD board member facilitation **Partners:** • Tuolumne County • Calaveras County • Alpine County • Mariposa County **Resources:** *Measure One:* Increased staff time from each member county *Measure Two:* Funding needed from EDA, TIGER or DOT	**Measure One:** Apply for funding for eight distinct projects region wide	ID	ID	ID	C	C
		Measure Two: Obtain funding for at least four projects	NS	ID	ID	ID	C
Action Item: Phoenix lake dredging project for sustainable water storage	**Lead Agency:** Tuolumne County Resource Conservation District **Partners:** • None **Resources:** *Measure One:* Phase 2 funding from California Prop 84 bond measure; $1,670,250 awarded *Measure Two:* Phase 3 funding from California Prop 84; unknown amount to be requested in 2018	**Measure One:** Complete engineering plans for the Phoenix Lake improvements including; dredging plans, sediment forebay design, and wetland enhancement design, complete the necessary environmental review, obtain the required regulatory permits and compliance for Phase 3, and purchase the required land for the sediment forebay.	ID	ID	C	C	C
		Measure Two: Obtain funding and begin dredging	NS	NS	ID	ID	C

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Action Items	Lead Agency and Partners	Evaluation Framework	Timeline				
			Year 1	Year 2	Year 3	Year 4	Year 5
Action Item: Seek funding for water and waste water treatment facility construction and expansion	**Lead Agency:** CSEDD board member facilitation **Partners:** • Tuolumne County Joint Powers Authority • Calaveras County Joint Powers Authority • Alpine County • Mariposa County **Resources:** *Measure One:* Increased staff time from each county and city involved with the identified projects *Measure Two: Funding needed from USDA Rural Development, EDA, or the State* *Measure Three:* Request $500,000 in State Proposition 1 funds for waterline improvement	**Measure One:** Apply for funding for five more distinct projects region wide including improved infrastructure at New Melones and water transportation	ID	ID	ID	C	C
		Measure Two: Obtain funding for at least two projects	NS	ID	ID	ID	C
		Measure Three: Complete one waterline improvement project	ID	ID	ID	ID	C
Action Item: Seek funding for the Sierra Rail expansion	**Lead Agency:** Tuolumne County Transportation Council **Partners:** • Sonora Industrial Park • Tuolumne County EDA **Resources:** *Measure One:* Increased staff time for TCTC to write proposals *Measure Two:* $2 million in TIGER or DOT funding will be needed	**Measure One:** Apply for two TIGER or DOT grants	ID	ID	C	C	C
		Measure Two: Upgrade rail lines from 5mph to 20mph	NS	NS	ID	ID	C
Action Item: Encourage PG&E to extend Calaveras County natural gas connection.	**Lead Agency:** CSEDD sub-committee **Partners:** • PG&E **Resources:** No new resources needed	**Measure One:** Form a group to work directly with PG&E to work towards expanding natural gas distribution	NS	ID	C	C	C
		Measure Two: Expand natural gas distribution out of past San Andreas	NS	NS	ID	ID	C

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Action Items	Lead Agency and Partners	Evaluation Framework	Timeline				
			Year 1	Year 2	Year 3	Year 4	Year 5
Objective Six: Expand upon existing business retention and expansion programs							
Action Item: Expand upon existing business retention and expansion programs.	**Lead Agency:** CSEDD **Partners:** • Alliance Small Business Development Center (SBDC) **Resources:** USDA Rural Development funding of $50,000 over 2017 and 2018	**Measures:** Create or save 20 additional jobs through BRE program	ID	C	C	C	C
Action Item: AgPlus EDA Technical Assistance	**Lead Agency:** Valley Vision **Partners:** • CSEDD • CSU, Chico • CSU, Fresno **Resources:** Awarded $250,000 for business technical assistance; $35,000 staying in CSEDD region	**Measures:** Create or save 5 additional jobs through BRE program	ID	C	C	C	C
Action Item: Obtain funding to further expand the BRE program	**Lead Agency:** Alliance Small Business Development Center (SBDC) **Partners:** • CSEDD **Resources:** Will submit proposal to SBA, EDA, and USDA Rural Development	**Measures:** Increase funding for programs in underserved communities by 10% by 2018	ID	ID	C	C	C
Action Item: Provide ESRI Businss Analyst support services	**Lead Agency:** CSU, Chico **Partners:** • CSEDD **Resources:** Contracting with CSU, Chico for $1,500 per year	**Measures:** Provide ESRI Business Analyst support services to at least 15 businesses per year	C	C	C	C	C

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Action Items	*Lead Agency and Partners*	*Evaluation Framework*	*Timeline*				
			Year 1	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Objective Seven: Create a uniform Transient Occupancy Tax (TOT) collection plan for vacation rentals across the entire region							
Action Item: Create a simple plan for Alpine and Calaveras counties to adopt	**Lead Agency:** CSEDD sub-committee **Partners:** • Alpine County • Calaveras County **Resources:** Increased staff time from each county involved with CSEDD	**Measures:** Create a simple plan for Alpine and Calaveras counties to adopt	*ID*	*C*	*C*	*C*	*C*
Action Item: Adopt the plan at the county level	**Lead Agency:** Alpine and Calaveras Counties **Partners:** • None **Resources:** No new resources needed	**Measures:** Adopt the proposed plan at the county level	*NS*	*ID*	*C*	*C*	*C*

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Action Items	Lead Agency and Partners	Evaluation Framework	Timeline				
			Year 1	Year 2	Year 3	Year 4	Year 5
Objective Eight: Improve regional airport infrastructure for faster shipping & delivery services.							
Action Item: Assess the current airport infrastructure and identify gaps to be filled	**Lead Agency:** Tuolumne County Airports Department **Partners:** • CSEDD **Resources:** Tuolumne County staff time needed	**Measures:** Create an asset inventory to fill gaps	ID	C	C	C	C
Action Item: Foster relationships with local shipping carriers	**Lead Agency:** Tuolumne County Airports Department **Partners:** • CSEDD **Resources:** Tuolumne staff time needed	**Measures:** Develop marketable relationships with a minimum of two shipping carriers and create a list of all necessary partners	ID	ID	C	C	C
Action Item: With the help of local shipping company representatives, create a plan to address the necessary infrastructure improvements.	**Lead Agency:** Tuolumne County Airports Department **Partners:** • CSEDD **Resources:** Request funding or staff time from Tuolumne County and Tuolumne County EDA	**Measures:** Create a tangible strategic plan	NS	ID	ID	C	C
Action Item: Seek and obtain private and grant funding for necessary improvements	**Lead Agency:** Tuolumne County Airports Department **Partners:** • CSEDD **Resources:** *Measure One:* Request funding or staff time from Tuolumne County and Tuolumne County EDA Measure Two: Requesting $250,000 from FAA Small Airports grant	**Measure One:** Write and submit two or more proposals to fix identified infrastructure issues and enact the strategic	NS	ID	ID	C	C
		Measure Two: Obtain Funding	NS	NS	ID	ID	C

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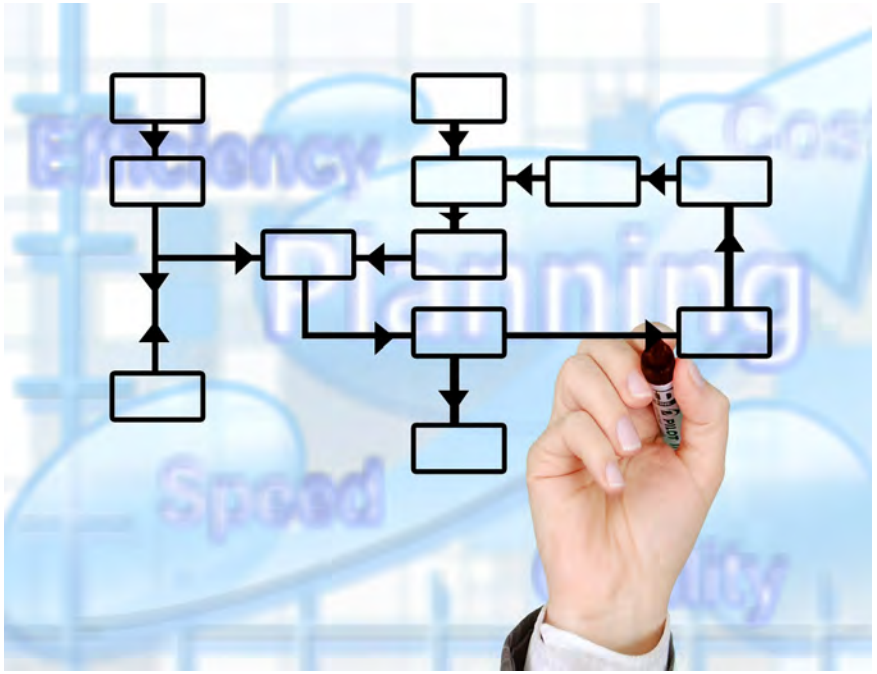
ORGANIZATIONAL STRUCTURE

The Comprehensive Economic Development strategy committee has developed an organizational structure to ensure the timely implementation of this comprehensive economic development strategy.

The CEDS strategy committee will meet annually, and when needed, more often. The CEDS committee will be responsible for the following:

- Organizing regular communication between the CSEDD region's counties
- Tracking and evaluating the progress of the region objectives and goals
- Creating partnerships between regional stakeholders
- Recommending and encouraging use of local workforce development or educational programs
- The CSEDD will act as the lead agency in the event of an economic or natural disaster in communication between state and federal agencies.



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BUILDING REGIONAL ECONOMIC RESILIENCE

In many locations economic prosperity is dependent on a region's ability to withstand sudden changes in the economy. The resilience of a region's business community is dependent on numerous factors including the type of disruption, displacement of customers, displacement of the workforce, access to and from the business, and disruptions in the supply chain. When compared to other regions, the CSEDD region has many outside threats to the health of its business climate. The region is in a constant threat of fire danger, and is currently locked in a prolonged drought. While natural disaster is the most immediate threat to the health of the region, there are other factors that threaten to disrupt the economy. Due to its high dependence on government controlled lands for its tourism revenue the CSEDD region could be wildly affected by government furloughs and prolonged recession.

Fire danger and drought were the two most prominent issues identified at the community meetings. Both the Butte and Rim fires in the past several years have devastated the region, displacing hundreds of residents and destroying home based businesses. Calaveras County has been hit particularly hard. Many people did not have fire insurance or cannot now afford home owners' insurance due to a drastic increase in rates. As a result, many multi-generation land owners are selling their property pennies on the dollar and exiting the area. This is causing further disruptions in the customer base and workforce. While the most proven way to ensure economic resilience due to government policy changes is to diversify the economic base, it is the goal of the CSEDD and its partner organizations to reduce the short term stress and the long term economic effects on the business community due to the inevitable natural disasters. The CEDS planning committee has identified multiple steady-state and responsive actions to be taken to ensure proper economic resilience.

Steady-State Economic Resilience

Moving into 2017, CSEDD will be taking a leadership role for the entire region in terms of putting steady-state economic resilience initiatives into action. Many of the objectives and action items described earlier in this document not only seek to increase economic prosperity long term, they also have the inherent goal of better preparing the region for disruptions in the economic base.

Increasing partnerships with Mother Lode EDC

The Mother Lode WIB is an excellent resource for local businesses and job seekers, however, the WIB's services are underutilized. Starting in 2017, each of the CSEDD participating members will increase their WIB referrals with CSEDD increasing its total referrals to 150 per year over the next 4 years.

Capitalizing on a Broadening Economic Base

As noted in the industry clusters section, tourism is and has been the economic base industry for the region for a very long time. Unfortunately, tourism is very susceptible to disruptions during peak seasons. This is especially true for the CSEDD region as much of an entire tourist season could be lost due to one devastating fire. By supporting sector growth in health care and value-added agriculture (the two identified emerging clusters) the region's economic base is broadening. A diversified economy is much more likely to withstand future disruptions.

Expanding BRE program

Businesses with owners and employees routed in the community are less likely to relocate, even when facing a disruption. They are simply too invest in the community. Business retention and expansion programs are an excellent opportunity for regional economic developers to ensure their businesses are both happy and healthy. By providing services during the good times, businesses will be better prepared to last through disruptions and will know where to seek help during the rough times.

Development of a Long-term Permanent Response Recovery Strategic Plan

The CEDS planning committee has developed a preliminary plan for business disaster response and economic resilience which is outlined below, in the responsive section. However, the resources and dedicated staff time necessary to develop a permanent, long term, disaster response plan was not available at this time. The long term plan will include a process for monitoring and addressing business needs, assigning staff from each county communication responsibilities, developing a revolving a loan fund for insurance gap funding, and connecting displaced businesses and employees with the two resiliency centers.

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Responsive Economic Resilience

As discussed above, the development of a long term disaster response plan will be begin in 2017. However, should a disruption occur in the near future, to ensure there is an interim plan, an outline of the responsive plan is included below:

Process for regular communication

In the interim, CSEDD has agreed to act as the point of contact of a network of information passing the business community in each county and the counties themselves. Until a final responsive action plan is created, the following people will be responsible for communicating with businesses, and CSEDD board and staff:

Tara Schift – Mariposa County
Larry Cope – Tuolumne County
Michael Oliveria – Calaveras County
Terry Woodrow – Alpine County

Monitoring and updating business needs

As part of the communication process each of the four people listed above will be responsible for distributing the Small Business Administration (SBA) Estimated Disaster Economic Injury Worksheet. It is understood that in the case of a substantial disruption where the business owner themselves must evacuate, it may not be appropriate to have the formed immediately returned. However, timely distribution of the worksheet will ensure there is a proper assessment of the short term economic impact of the disruption. The worksheet is included in the appendix.

Rapidly Contact Key Officials to Communicate Business Needs

After the four sub-region contacts report back to CSEDD, CSEDD staff will be responsible for reaching out to state and federal officials to inform them of the disruption's impact. Once provided with the proper data, state and federal officials can make better informed decisions on how to allocate scarce resources.

Connect Businesses with Resiliency Centers

With the assistance of EDA, HUD, and private donors, local partners have been able to obtain funding to develop two disaster recovery centers. All local partners will have the ability to refer displaced businesses and employees to either center once they are fully operational.

EDA has awarded the Calaveras County Chamber of Commerce, in partnership with CSEDD, $250,000 to open a fire recovery center in San Andreas for those affected by the Butte Fire. One-half of the Chambers time will be dedicated to operating the resiliency center and partner organizations will be hiring a half time business out-reach person. The out-reach person ensures that the center will be maximizing its impact rather than being reactive as businesses look for help. Most business owners affected by disaster are preoccupied putting their lives back together and may not know what resources to approach for assistance. In addition to the employees working directly on the project, the Alliance Small Business Development Center (SBDC) will offer 9 consultants to work with businesses coming through the Center. The facility will be operational in 2017 and is funded for two years. In that time period, the partners plan to seek funding from other public and private sources to keep the facility operational. By keeping the center open indefinitely partners will be much more proactive rather than reactive in their response to future disasters such as inevitable fires.

Tuolumne County and the Tuolumne County Economic Development Authority partnered to obtain $72 million in HUD and private foundation matching funds to open a Tuolumne County Disaster and Business Resiliency Center. Of the $72 million, $20 million is dedicated to business development and resiliency. The project will be fully operational the end of 2017.

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APPENDICES

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APPENDIX A: SURVEY RESULTS

1. In what town/city do you live in?

City	Responses	Percent
Angels Camp	1	6%
Columbia	1	6%
Twain Harte	1	6%
Sonora	11	65%
Valley Springs	1	6%
Other unicorporated areas (Tuolumne County)	2	12%
Total	17	100%

2. Are you aware of any previous planning activities, documents, or reports undertaken that might be relevant to creating a new five year economic development plan?

Planning Activity	Responses	Percent
Community Assessment	2	20%
Economic Development Plan (EDA, CDBG, HUD, USDA-RD)	2	20%
Workforce Study or Analysis	0	0%
Target Industry Study	0	0%
Project Feasibility Study	0	0%
General plan (economic development element)	4	40%
Affordable housing	1	10%
Cell phone coverage	0	0%
Other	1	10%
Total	10	100%

3. Please list the names of the studies marked in question 2 above.

Community Assessment Focus Group
"Tuolumne County General Plan and related EIR
Community Assessment funded by Sonora Area Foundation
TUD Urban Water Management Plan
Columbia Airport Master Plan"
TOURISM & BUSINESS EXPANSION STUDY BY THE BUXTON COMPANY CDBG #13-CDBG-8948
Not sure what the "NAME" is. Tuolumne County General Plan?

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4. In your opinion, what are the three leading causes of unemployment in your community? (Select up to three)

Cause	Responses	Percent
Lack of job opportunity within the region	14	29%
Ability to find qualified candidates	10	21%
Resident's willingness to work	3	6%
High business costs	5	10%
Slow business growth	4	8%
Availability of jobs	7	15%
Other	5	10%
Total	48	100%

5. What are the three leading reasons that businesses fail or private businesses, companies, or entrepreneurs might not be successful in business in your community? (Select up to three)

Reason	Response	Percent
Distance to markets	5	12%
Funding/capital access	3	7%
Community support	3	7%
Cost of energy	4	10%
Availability of skilled labor	7	17%
Employee recruitment and retention	5	12%
Cost of land	3	7%
Transportation/ cargo/ shipping	1	2%
Other	11	26%
Total	42	100%

6. How do you rank the following barriers to economic development within your community?

Barriers	Very Important		Somewhat Important		Not Important		Don't Know/ No Opinion		Total Responses
Distance to markets	3	21%	10	71%	1	7%	0	0%	14
Funding/ capital access	8	57%	5	36%	1	7%	0	0%	14
Community support	8	57%	5	36%	1	7%	0	0%	14
Finding qualified employees	8	57%	5	36%	1	7%	0	0%	14
Finding enough employees	7	50%	6	43%	1	7%	0	0%	14
Cost of energy	4	31%	6	46%	2	15%	1	8%	13
Real estate prices	6	46%	6	46%	1	8%	0	0%	13
Broadband access	11	73%	3	20%	1	7%	0	0%	15
Cell phone coverage	7	50%	6	43%	1	7%	0	0%	14
Local taxes/ licensing/ permitting	11	73%	4	27%	0	0%	0	0%	15

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7. Are there any other barriers important to economic development within your community not listed in question six?

We don't need to look like cities in the valley, we need to build upon our unique location and history. Can you buy a pair of shoes or bedding or home goods here? We are sending our "customers" to other counties to purchase what should be here and in doing so send our sales tax dollars to other counties; Declining condition of roads and lack of Stategovt funding even though there are adequate funds raised through State license fee and gas taxes to fix these funds are diverted to other programs (health care, high speed rail, urban areas, etc) long permitting time frames and cost of development; Need more rentals. A large apartment complex, town homes, or condos is necessary immediately if any business is to survive in TC; Onerous regulation and related fees which discourage local investment; Lack of social outlets for yound people. While the area might be attractive for its beauty and outdoor activities, there is nothing here to attract young professionals and families.

8. What has been done in the past to promote, support, and leverage economic development programs or initiatives in your community? (Check all that apply)

Past Action	Response	Percent
Participated in a regional program	7	19%
Created a program	6	17%
Obtained government grants or funding	9	25%
Obtained private or non-profit funding	4	11%
Don't know	7	19%
Other	3	8%
Total	36	100%

9. Of the items marked in question eight, which have been successful?

Past Action	Very Successful	Somewhat Successful	Not Important	Don't know/ no opinion
Created a program	2	2	3	0
Obtained government grants or funding	1	2	4	0
Participated in a regional program	0	4	2	0
Partnering with educational institutions	0	3	2	0
Other	1	1	1	0

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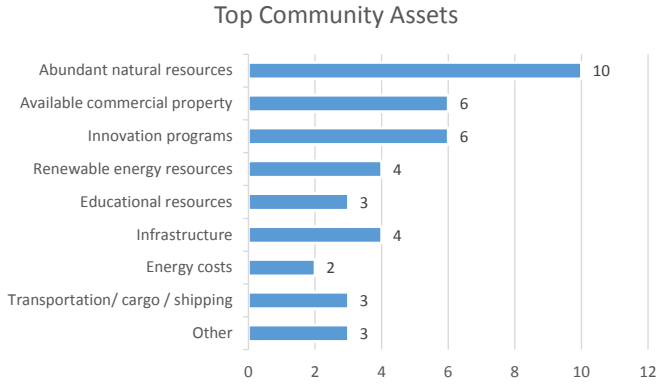
10. What are the top three assets for doing business in your community? (Select up to three)



11. How important are the following business programs as a strategy for your community's economic development plan?

Business Programs	Very Important		Somewhat Important		Not Important		Don't know/ No opiinion		Total Responses
Address needs of existing businesses (retention/expansion)	8	47%	9	53%	0	0%	0	0%	17
Promote entrepreneurship (startup)	13	76%	4	24%	0	0%	0	0%	17
Attract new businesses (recruitment of new companies)	14	82%	3	18%	0	0%	0	0%	17
Prepare workforce with training, skills, and education	13	76%	4	24%	0	0%	0	0%	17
Business advocacy	8	44%	10	56%	0	0%	0	0%	18
Subsidized access to capital programs	6	35%	8	47%	2	12%	1	6%	17

12. How do you see the private sector participating in local economic development/ business development program in your local community?

Participation	Very Likely		Somewhat Likely		Not Likely		Don't know/ No opinion		Total
Participating in ongoing planning activities (board member, advisory council)	4	21%	15	79%	0	0%	0	0%	19
Formation of strategic partnerships (business ventures, joint ventures)	4	22%	8	44%	4	22%	2	11%	18
Contractors for implementation of specific strategies	0	0%	14	78%	3	17%	1	6%	18
Project/ program financing	1	6%	12	67%	5	28%	0	0%	18

13. Are there any other ways not listed in question 12 that the private sector will very likely participate in local economic/business development in your economy?

Better support for proposed projects that will enhance and or generate economic development during the permitting process, work to "streamline and simplify" the permitting process; Local participation will be based on perceived value to the local business. It is an educational process to show cause and effect; The private sector will not be energetically involved unless and until the governmental/regulatory posture of the County changes; The local economy is basically very small businesses that depend on tourism and they aren't very aggressive.

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14. How economically resilient do your think your community is? (The community's ability to recover quickly from a shock, withstand a shock, and avoid a shock altogether)

Resilience	Response	Percent
Very resilient	1	6%
Somewhat resilient	6	33%
Not resilient at all	9	50%
Don't know	2	11%
Total	18	100%

15. Which of the following tactics would best help your community become more economically resilient? (Select up to three)

Total

Action	Response	Percent
Planning efforts to broaden the region's industrial base	10	24%
Adapting business retention and expansion programs	11	26%
Creating a more resilient workforce through workforce development	8	19%
Promoting business continuity and preparedness within the region	10	24%
Other	3	7%
Total	42	100%

16. What do your see as the two most successful business clusters in your region for job creation, investment, and economic development? (Select up to two)

Total

Cluster	Response	Percent
Agriculture	1	3%
Manufacturing	3	8%
Retail Commercial	1	3%
Entertainment & Hospitality	8	22%
Business or Personal Services	1	3%
Healthcare	13	36%
Technology	2	6%
Recreation	2	6%
Other	5	14%
Total	36	100%

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17. What should be the top three goals of the region's economic development program? (Select up to three)

Goals	Response	Percent
Increase/ retain jobs	13	25%
Develop or improve relations with businesses in our region	4	8%
Identify top businesses for relationship development and maintenance	4	8%
Improve/ change community image (internal and/or external)	5	10%
Improve/ preserve quality of life	4	8%
Program assessment of our current	2	4%
Better community planning	4	8%
Train & educate the workforce to fill skills gaps	6	12%
Increased capital access	1	2%
Business advocacy	5	10%
Other	3	6%
Total	51	100%

18. In the next five years, what would you like to see accomplished as part of an action oriented economic/business development program within the region? (Select up to three)

Total

Item	Response	Percent
Supporting small and medium-sized enterprises	11	22%
Investing in physical (hard) infrastructure	11	22%
Ensuring that the local investment climate is functional for local businesses	7	14%
Encouraging the formation of new enterprises	7	14%
Investing in soft infrastructure (educational and workforce development, institutional	4	8%
Attracting external investment (nationally and internally)	4	8%
Supporting the growth of particular clusters of businesses	4	8%
Other	1	2%
Total	49	100%

Survey Comments:

2. Are you aware of any previous planning activities, documents, or reports undertaken that might be relevant to creating a new five year economic development plan including:
Other, Urban water Management Plan, Columbia Regional Airport Master Plan; Community Assessment Focus Group; Tuolumne County General Plan and related EIR, Community Assessment funded by Sonora Area Foundation, TUD Urban Water Management Plan, Columbia Airport Master Plan; TOURISM & BUSINESS EXPANSION STUDY BY THE BUXTON COMPANY CDBG #13-CDBG-8948; Not sure what the "NAME" is, Tuolumne County General Plan?.

4. In your opinion what re three leading causes of unemployment in your community? (Select up to three):
Other, State and Local Government regulations on development, abuse of CEQA, NIMBYism, Lack of ability to utilize natural resources in forest, conflicting State and local permitting regulations, too many state agencies with complex and slow permitting requirements; Other, communications systems, phone and internet, Example, downtown Angels Camp has zero cell phone service and limited internet/wifi. Political will to make use of our resources to benefit the county such as removing fuels from the forest is cheaper than fire suppression costs and could generate income from bio-mass; other, technology infrastructure, poor leadership at county level, lack of understanding of the essential need for a well-balanced general plan to update; Other, Lack of Capital Investment in our County, Our county policies have effectively driven resident capital out of the county and created barriers to outside capital coming in; Other, lawsuits by opposition groups; Other, Apart from government there is not activity that allows for full time decent paying jobs.

5. What are the three leading reasons that businesses fail or private businesses, companies or entrepreneurs might not be successful in business in your community? (Select up to three):
Other, Aging population, fairly low median income, lack of skilled work force, We have an aging population, reduction in population growth, lack of affordable housing and marginal education system. Kids are moving away. When groups propose economic development projects they are often met with resistance and lawsuits that are easy to file with the well intended but broken CEQA system; Permit process for start up business. Lack of understanding of what it takes to run a successful business by owner; Other, Failure to establish and work a business plan. Wanting the business to run on their schedule rather than when customers are around. Unwillingness by Caltrans and county to permit signs to inform tourists of what is offered; Other, I don't know, perhaps local businesses working together to engage with the visiting public/tourists…setting a welcome atmosphere, a sense of community, a small town sense of place; Other, Excessive regulation and related fees/taxation; Other, County Over Reach; other, overregulation; other, government, The State of California puts so many regulations on businesses. They make it hard for any business in California, especially a small business, to thrive. Raising minimum wage will be putting many small businesses out of business in the upcoming years; Other, Education & mentoring on how to run a business inc. employee and money management, Community Support goes both ways. Employee retention relates to wages and benefits; Other, successful business planning; Other, Lack of high-speed internet; Too close to Nevada where it is much cheaper to set up a business. No support/interest in bringing in industry.

6. How do you rank the following barriers to economic development within your community?
Declining condition of roads and lack of Stategovt funding even though there are adequate funds raised through State license fee and gas taxes to fix these funds are diverted to other programs

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(health care, high speed rail, urban areas, ect) long permitting timeframes and cost development; We don't need to look like cities in the valley, we need to build upon our unique location and history. Can you buy a pair of shoes or bedding or home goods here? We are sending our "customers" to other counties to purchase what should be here and in doing so send our sales tax dollars to other counties; Need more rentals. A large apartment complex, town homes, or condos is necessary immediately if any business is to survive in TC; Onerous regulation and related fees which discourage local investment.

8. What has been done in the past to promote, support, and leverage economic development programs or initiatives in your community? (Check all that apply):

Other, Black Oak Tribe, Sonora Area Foundation and service organizations support; Innovation Lab, Resiliency funding, Grant funding for County Govt funding, tree mortality funding; The county has had a paid Economic Development person in the past. The concept was part of past General Plans. This is not a function of the Chamber of Commerce to do but they are trying to fill the void. Just as Destination Angels Camp or Angels Camp Business Association. Many efforts over the years, some successful but most spin into limited results for the money and time spent; Bureaucratic/governmental programs full of platitudes and political agendas but nothing of any consequence that seriously tackles the need to attract capital to our county; Other, Not much; Larry Cope, TCEDA Director has done a phenomenal job in all the above areas; The Alpine Biomass Committee has part of it mission to promote a sustainable local economy.

9. Of the items marked in question eight, which have been successful?

Economic Development should be the incubator of new ideas and be able to let others take the steps needed. It is not just about the money, the educational tools, or the level of noise generated around this activity. It is about being innovative and helping others to see opportunities.

10. What are the top three assets for doing business in your community? (Select up to three):

Other, Close proximity to large population centers and high income demographics, Have abundant natural timber resources but severely limited in ability to utilize, good recreation but road and transportation infrastructure is lacking; The tree mortality will be an ongoing project for the next decade or more. With it we will need to develop the "on the ground" ability to work with the bio-mass issue. Create jobs to improve our watersheds and our strengthen our communities by making use of the resources here. Reduce the fuel loading saves fire suppression costs and provides income; Other, desirable location; Other, lack of competition.

11. How important are the following business programs as a strategy for your community's economic development plan?

Assist in building a workforce trained in how to use the resources currently in the county. Water and wastewater operators, environmental work, forestry, minerals, and watershed management. Some of this is starting with Columbia College now; I assume the question is what we should be doing because if it is what we are doing the Not Important boxes should be checked.

14. How economically resilient do you think your community is? (The community's ability to recover quickly from a shock, withstand a shock, and avoid a shock altogether):

Our rural community tens to lag economic upturns and lead economic downturns. Rural communities are also at a disadvantage with urban areas for grants funding and legislation; We proved that with the Butte Fire; We learned from the Butte fire that we were not prepared and had no means of recovery in place. We had to rely on State and Fed funding, and help from FEMA, Red Cross and other non-profit organizations. That being said, there was little immediate organization in place; the narrow economic base of our County makes if very vulnerable to economic shock and likely prone to slow recovery; Its resilience comes from the dependency on government.

15. Which of the following tactics would best help your community become more economically resilient? (Select up to three):

Other, Communication and Technology infrastructure; Other, Eliminate onerous regulations and fees, Focused and innovative efforts to attract capital to our County.

What do you see as the two most successful business clusters in your region for job creation investment and economic development? (Select up to two):

Black Oak Casino is major, Chicken Ranch Casino is ok in spite of poor management, Sonora Regional Medical Center is a major asset from a jobs and service standpoint; Other, Timber and water, think of the largest group of highest paid workers in the county work for CCWD. And Sierra Pacific Industries has the greatest private investment of land and resources in the county; A healthy base of light, clean manufacturing would do much to bring jobs and financial stability to our County; Other, Aging Population.

17. What should be the top three goals of the region's economic development program? (Select up to three):

Better community planning should entail a more streamlined and SIMPLIFIED entitlement process that does not take years and cost tens of thousands of dollars (often hundreds of thousands); Calaveras is quickly becoming known as the new "pot capital" of the Sierras, not a good family image to present when young families are looking for a place to raise families; Other; technology infrastructure; Avoid bureaucratic or governmental flag-waving for political purposes. Focus on what needs to be done to ATTRACT CAPITAL to our county. Only then will we see job growth and new wealth developing here; Other, more resources into upkeep of our regions used for tourism; Other, Create vibrant town; Other, Forest restoration; There is the possibility of forest restoration providing significant jobs without having an adverse impact on tourism.

18. In the next five years, what would you like to see accomplished as a part of an action oriented economic/business development program within the region? (Select up to three):

We have had a number of interested individuals over the years that have tried to develop very viable projects and have run into so much regulation and/or opposition that they left or failed. Some notable examples are Bell's project in Tuolumne, Winery project on the Jamestown mine site, Mountain Springs master planned community. There are several notable residential, commercial and resort destination projects currently proposed that should be encouraged, supported and facilitated; We don't need more government programs to drain our already over-taxed community. We need innovative ideas for creating incentives to invest here and creating an environment that will support investors placing capital at risk. Period; Other, Forest resoration.

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ESTIMATED DISASTER ECONOMIC INJURY WORKSHEET FOR BUSINESSES

Accurate responses to the questions below will assist in the evaluating a request for an economic injury disaster declaration from the U. S. Small Business Administration.

Name of Business: _____ **Type of Business:** _____

Owner Details

Last Name: _____

First Name: _____

Work Phone: _____

Home Phone: _____

Email: _____

Property Owner: _____

Dates of Economic Impact
When did the impact start and what is the estimated end date?

From: _____ To: _____

Business Owner Mailing Address

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip Code: _____

County: _____

Physical Business Street Address

Same as Above ☐

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip Code: _____

County: _____

Estimated Adverse Economic Impact

What were your businesses' revenues during the affected damage period? _____

What were your businesses' revenues during that **SAME** period of the prior year? _____

Amount of business interruption insurance received or anticipated, if any: _____

Please provide a brief explanation of what adverse economic effects the disaster had on your business:

How many people did you employ prior to disaster? _____ How many did you employ after disaster: _____

Physical Damage to Business Property

If your business also suffered property damage, please answer the following questions:

Estimated dollar loss to: Real Property (Building), if owned: _____

Contents *: _____

* - includes machinery and equipment, furniture and fixtures, inventory, leashold improvements, etc.

Insurance recovery expected or received for property damages: _____

Date Form Completed: _____

I certify that the information provided above is correct and accurate to my best knowledge.

Form Completed By: _____ Title: _____

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APPENDIX C: CSEDD STRATEGY COMMITTEE ROSTER

Terry Woodrow
Alpine County
209-753-2551

Randy Hanvelt
Tuolumne County
209-533-5521

Michael Oliveria
Calaveras County
209-754-6370

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Mariposa County
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Mariposa County
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APPENDIX D: PHOTO CREDITS

Thank you to the photo contributors of this document. If you have any questions about the photos used in this document, please contact the Center for Economic Development at 530-898-4598.

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Jose Machado
Cover

Jason Jenkins
Page 3

Tom Hilton
Page 7

David Berry
Page 8

Brian Cantoni
Page 14

US Department of Agriculture
Page 22

Michael Koncuska
Page 23

Helen Gordon
Page 33

Jose Machado
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APPENDIX E: PUBLIC COMMENTS

The Central Sierra Economic Development District released the CEDS document for public comments and review between October 10, 2016 and November 9, 2016. The document was posted on the CSEDD website, and a press release was sent out to local media sources.

The Center for Economic Development at CSU, Chico (CED) received two public comments during the 30-day period. Where appropriate, the comments were incorporated into the CEDS. However, most comments were regarding the validity of the idea that government is at all responsible for the creation of jobs or the meeting of the outlined goals and objectives. The comment's author feel it is the business owners themselves and therefore not the regions place to claim job creation through business assistance and disaster relief. The comments also question the validity of disaster relief planning, as they feel it is more of an organic process. However, preliminary plans were made in accordance with EDA CEDS guidelines.

The second public comment was received on November 7, 2016 which highlighted the needs for a trained workforce at the local community college, improving and promoting the tourism industry, and enhancing regional water storage; all of which is already included within the CEDS. The objectives and goals in the CEDS were derived from community surveys and town hall meetings, and reflect the desires of the community members. Any suggestions not incorporated, were because they did not fit with the feedback the CED received during the community outreach.

From both the comments, the Center for Economic Development made changes to the CEDS. Objective three was reworded to better reflect the action items that are being completed in order to acheive the objective and goals. In addition, the description of the action items was changed to better convey how these will impact the regional community and business resiliency. The CED also addressed the term "BRE" within objective six. It was mentioned the term and definition of "Business Retention and Expansion" programs was confusing and not clear. The CED added further expanation to the term "BRE" and mentioned that it is a conceptual term and not a verbatim, dictionary definition.

To better acknowledge local zoning and permitting issues within the CSEDD region, the CED added "local zoning and permitting" to the top weaknesses section of the document. Because it was mentioned in the public comments that this is a significant regional issue and should be addressed more thoroughly, an additional written explanation and opportunities for improvement was added to the CEDS.

If anyone has any questions regarding the incorporation of public comments, please contact the Center for Economic Development at 530-898-4598.

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November 4, 2016

Meagan Weaver
Project Specialist
Center for Economic Development
California State University, Chico
Chico, CA 95929-0765

Mr. Larry Cope, Director
Central Sierra Economic Development District
99 North Washington Street
Sonora, California 95370

Subject: ***2017-2022 CEDS Comprehensive Economic Development Strategy***

Dear Sirs:

In response to the draft 2017-2022 Comprehensive Economic Development Strategy (CEDS) (herein referred to as Strategy) we are submitting for your review and consideration of the following "Response." As one successful business leader in the county recently stated when discussing this purposed Strategy - "If you have complaints, not only speak up but provide constructive comments and practical solutions. And then ask yourself, what do you want?"

First, we would like all interested parties who are concerned about the economic future of the region to read a copy of this Strategy. Then they would review our Response and speak up, either in writing or at public hearings, if they have any of their own concerns and suggestions. To help those that might feel intimated by the length and breadth of the Strategy, listed below is a quick look at what we feel are some of the more important findings.

- The Strategy is a five-year road map to fulfill the District's regional vision to ***promote economic vitality within the CSEDD*** *(Central Sierra Economic Development District)*. The Strategy was developed, in part, from a community survey and in which eight (8) Key Findings were uncovered.
- The eight Key Findings are represent the general concerns of citizens about current economic conditions throughout the four-county region (Alpine, Calaveras, Tuolumne and Mariposa).
- There are eight (8) goals and objectives have been purposed that will focus on addressing these regional economic concerns.
- Our Response provides comments and recommendations that focus primarily on the goals and performance measures and whether or not they can be successfully implemented.
- Our Response provides a number of comments and recommendations that can be summed up in the following statement: "In many cases, local governments can promote economic development, but it cannot create, private sector businesses or jobs. Business owners and private capital investment create them, thus being the primary driver of economic prosperity in the region - not government."

We encourage the community to take advantage of this public review process, which will hopefully start a much needed conversation with elected officials and their appointed organizations to ensure they are doing everything within their authority and financial resources to assist local businesses "***create a stronger, more resilient region, able to withstand both economic and natural disaster disruptions,"*** as stated in the Strategy's Vision Statement. And since this is a five-year strategic road-map, the public will have a chance to make future comments and recommendations when the required Annual Reports must be published. It is never too late to become part of the planning process.

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Introduction

There is no question that the Strategy contains ambitious economic development and disaster response plan goals. It is commendable for taking on so many important issues. But in several cases described below, this Response questions whether the District is actually accountable for all these objectives and goals and whether or not they can be achieved within the purposed timeframes. Why? Because in most cases governmental agencies and many of their associated governmental partnership organizations have limited control or influence over whether or not local economies thrive, except when they can limit the number of burdensome and conflicting regulations, excessive fees and requirements that they imposed on local businesses in the first place. This is especially true when businesses are trying to create a new product or try to provide a new service in this ever changing marketplace. To demonstrate this point, look at some of the recent news headlines across America.

The Wall Street Journal has reported almost daily that "the US economy is inching along, productivity is flagging and millions of Americans appear locked out of the labor market (Sputtering Startups Weigh Down Growth)." In several of the Strategy's Key Findings found on page 5 of the report, these are similar issues facing all of us at the local level. Business creation is down in lumber, forestry, mining and construction jobs are hard to find. Our young adults are still leaving the area seeking education and employment elsewhere. In just the last couple of weeks, a number of business owners have approached us and said that the Strategy's "Key Findings and survey results" do reflect these same challenges. Government data also shows a decade long slowdown in entrepreneurship. However, it seems to us that the bigger big-box stores are doing very well regionally and seem to have survived the Great Recession. But they are not creating the type of jobs discussed in the Strategy, such as those found in small business involved in manufacturing and hi-tech. Add to this that our region's job growth continues to be primarily in the low-paying service industry. Government jobs, however, continue to be available at a greater pace than in the private sector. These jobs are usually higher-paying with exceptional retirement and medical benefits, but are harder to qualify for given most require college degrees or years of specialized experience.

We do believe that the Strategy's goals and objectives are needed for an economy that continues to struggle from the Great Recession, but we believe if they are to be achievable, certain changes or modification need to be made. Stated another way, we believe in many cases doing less is more. In addition, many times governmental organizations make promises they cannot possibly keep – like creating new businesses and jobs. So the focus of our Response, stated again, is to provide recommendations for those goals and objectives which we believe cannot be realistically completed.

Note: The authors of this Response each have over 30+ years of professional experience and educational training in senior level positions in both government (former County Directors of Environmental Health; Senior Staff Code Enforcement Officer and Rural County School Educator) and within the private sector (Local Private Land Developers, Private Business Owners; Construction Contractor) and Corporate Vice President of Environmental Affairs- both in the US and Internationally at companies with over 10,000 employees and with annual revenues between 1-3 billion dollars.

CSEDD Strategy - Overview:

The Comprehensive Economic Development Strategy (CEDS), dated 2017, stated that three (3) community town hall meetings were held by District staff and that a public survey (questionnaire) was conducted to elicit community feedback on what citizens were concerned about regarding local economic conditions and how the District and its partner organizations might find ways to "***promote a more resilient economy.***" A resilient economy is defined by how well a community can withstand and/or respond to certain types of disasters, i.e., fires and economic recessions. From these meetings and the survey questionnaire, a number of '***Key Findings***' emerged that where reviewed at both regional and community levels. These key findings were to be used as an integral part of the CEDS committee's SWOT analysis. The resulting SWOT analysis was used, in part, to develop the District's five-year road map which attempts to address identifiable obstacles affecting economic growth in region.

After reviewing all of the material, as well as submitting written questions to CSEDD, Community Development Agency (CDA) officials, and Chico State University staff who helped in the writing of the Strategy, we have put together a list of comments and recommendations that we believe not only take into account our understand of the economic conditions that exist today in the region, but reflect our professional views of whether or not the purposed goals and objectives in the Strategy can be achieved.

CEDS Public Survey Results and Key Findings

In preparation of the Strategy, a community survey (18-questions in all) was completed by employees from CSU – Chico University, California - Center for Economic Development. The survey was designed to uncover what citizens in the region where concerned about relative to current and future economic and business development needs. The survey questions where distributed to District Board members, as well as various community members and households via the internet, radio and media outlets. It is not known how many survey notices where actually sent out or how many individuals actually received them. This would have been helpful to determine the statistical validity of the results and whether or not they truly represent the concerns of the region.

There were only 17 responses received from the survey, of which 15 of them were from Tuolumne County residences. As survey goes, this is a very low response rate considering the large number of potentially affected citizens throughout the region, which could be in the tens of thousands. It would have also been helpful to know the breakdown of responders. Did they come from governmental employees, were they business owners, private sector hourly workers, retired citizens or from local land use developers and so on.

Comment and Recommendations:

In our opinion, this was not a statistically significant survey of the community. Given the uncertainty of the distribution method and the extremely low response rate, we would recommend a follow-up phone survey of at least 400 households per county and city. This would

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allow the District to verify the accuracy of results and to give a clearer picture of what citizens are concerned about (baseline) and then allow for tracking of any the changes in perspective over the next five-years (trends).

From the SWOT, the public survey and regional meetings, the following is a list of the Strategy's Key Findings.

Key Findings:

1. **THERE IS A LACK OF JOB OPPORTUNITIES WITHIN THE REGION**
2. **THERE IS A SHORTAGE OF SKILLED LABOR WITHIN THE REGION**
3. **LOCAL ZONING AND PERMITTING IS HINDERING GROWTH**
4. **THERE ARE SOME CONUNTIES NOT COLLECTING TOT FROM AIRBNB TYPE VACATION RENTALS**
5. **INFRASTRUCTURE INCLUDING BROADBAND IS LACKING WITHIN THE REGION**
6. **VISITOR' SERVICES ARE INADEQUATE AND IN WRONG LOCATIONS**
7. **EDUCATIONAL RESOURCES ARE NOT BEING UTILIZED**
8. **ONE-DAY SHIPPING IS NOT AVAIABLE WITHIN THE CSEDD REGION**

Finding 1, 2 and 3 were of no surprise to us. They reflect what many of us have always believed - that there are just too many regulations and conflicting governmental requirements that impose unnecessary rules and costs on businesses without adding any measureable value to the local economy. This reality has also contributed, in our opinion, to the reported lack of jobs and skilled labor throughout the region, i.e., businesses are reluctant to expand and young adult coming out of local community colleges continue to seek better paying jobs elsewhere. There are many examples of where businesses or development projects have not been started due to the cost of obtaining regulatory approvals. And even if a particular project was actually viable and could have possibly made its way through the process, there still is this persistent and discernable belief that it is just not worth the hassle or expense. This negative community perception has become reality in many of cases, which results in a persistent negative view of local government – unfair or not. This negative perception of local government has been discussed many times at public meetings and before policy makers, but the perception persist to this day because little has visibly been done, in our opinion, to eliminate these governmentally created obstacles.

The other Key Findings (4 through 8) did not appear to originate from the public survey results. We are assuming they came primarily out of internal discussions between CSED staff, Chico employees and District board members. We have made no attempt to address them in this Response, although many of our recommendations about the limited power of government to create jobs and new businesses still applies throughout.

In summary, we believe most of the concerns articulated in Key Findings 1, 2 and 3 are nearly identical to our own and reflect the overall concerns of the community. A number of community members have expressed similar feelings to us that continues to be an unfriendly places to do business and more of the same is expected in the near future regardless of which political party is in power. We agree, as a group, that the concerns expressed in this Response will be difficult to address and that the Strategy's goals and objectives, although commendable, can ever be

successfully implemented or completed for the reasons detailed in the remainder of this Response.

Response to: CSEDD OBJECTIVES AND ACTION ITEMS for 2017-2022 –

In this Response only the first three Key Findings and several of the corresponding objectives, goals and action items have been addressed. The comments and recommendations are intended to not only give the District a general overview of what is believed to be the key economic issues facing the community, but also to point out why many local business owners believe that government cannot, and will not, create or save private sector jobs as promised. The goals and objectives in this Strategy, along with the goals and objectives in the previous Economic Development Strategy (2012-2015), as well as the grant funding that goes along with such efforts, will no doubt benefit those that currently work in government. These are the type of jobs that government can most readily create.

Listed below are the first three Key Findings and some of the corresponding objectives -

A. KEY FINDING: THERE IS A LACK OF JOB OPPORTUNITIES WITHIN THE REGION

- **Objective number Six: Build a skilled workforce within the CSEDD region.**
- *Action Item*: USDA Rural Development Program - Expand upon existing retention and expansion programs.

  Measures: Create or save 20 additional jobs through BRE program; Create or save 5 additional jobs through BRE program.

***Comments*:**

Besides the goal of creating or saving 20 jobs, the goal was also designed to "assess the unmet needs" in the community. This is to be accomplished by "hiring qualified consultants (whenever possible including existing consultants)."

How is this goal going to "create or save 20 jobs" by "studying the unmet needs for next three years" (see the timeline table for completion) and then provide referrals to Alliance SBDC for "business training." Nowhere in the purposed "action item" does it describe how this is going to be completed, how many jobs per year will be created and what types of jobs are being targeted. We recommend that more details be provided, either in the Strategy or provide to us in this Response.

A number of local business owners recently discussed among themselves what could government possibly do to prevent a job loss if a local business couldn't make enough revenue to make pay roll, rent or pay their suppliers? How would the District or its partnership organizations help prevent an employee(s) from being laid off in this circumstance? What if the product or service is no longer in demand and the business is on the verge of going under? What can the District within the context of this Strategy to save the business? If the goal is to merely study these

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unmet needs over the next three (3) years through "studies, consulting reports and making inquiries," how would this achieve the goal? What would be the performance measures for each of the five years? Five (5) jobs per year or all 20-jobs at the end of year five? And who is going to report these outcomes, if any, in the CSEED's Annual Report. Do the other partner organizations have their own internal and public Annual Reports? If so, wouldn't your efforts be a waste of duplication of time and money? Besides, this is a USDS Rural Development grant. Who initially applied for the grant and who is ultimately responsible for the outcomes? Are the goals and measures for years 1 through 5 the responsibility of SBDC, Valley Vision or the District. This should be clarified to transparency purposes.

Continuing with this line of questioning, recent discussions with Chico University staff revealed that term BRE (business retention and expansion), which is used repellently in the Strategy to describe how the goals and objectives would be achieved, turns out to be more of a conceptual term. Clarification of the meaning of BRE was requested and the following verbatim response was given to us:

"BRE is conceptual and in the context of your question refers to numerous programs throughout the community. That could all be classified as BRE programs. Most of which are discussed though out the document. The SBDC is the primary example but the chambers, TCEDA, and Motherlode Job training all participate in these types of activities to an extent."

We might be wrong, but this explanation is somewhat vague and difficult to understand how it could effectively apply to the District's goals. Since there are no specific BRE programs identified in the Strategy targeting specific goals and objectives, we again don't understand how the District can achieve the stated goal of "***creating or saving 20 additional jobs through BRE programs***" over the next five years. The goals and action items (i.e., performance measures) do not provide a clear path towards accomplishing this commendable but vaguely worded objective.

Even if it were possible to accomplish the goals, it is difficult to see how such an objective could reasonably be accomplished in year one. Even if you could, the timeframe boxes for year 2, 3, 4, and 5 should be left "blank"☐ since the goal would have already been completed in year 1. Secondly, how could one determine if any of the new jobs were in fact created or saved by the implementing agency (SBDC) rather than the current business owner or investor who actually does all of the work in the first place? The District or SBDC might have an important role to play, but it is the business owner that makes this happen. As stated in the Strategy, the $50,000 grant awarded to SBDC is going to be used for "consultants to conduct studies" about the needs of local businesses and to offer future business training. It is hard for us to understand how business training can create jobs or save them, especially when the economy continues to undergo tumultuous shifts that sometimes seems to happen overnight.

In summary, objective number six (6) seems unrealistic and the performance measures do not clearly articulated who will be responsible for the ultimate outcomes and the methods that will be used to track and inform the Public of the successful outcomes.

Recommendation:

1) Since BRE was reported to be a conceptual term and one that even the University staff had trouble defining, District staff might want to provide a better description in the Strategy and how it specifically applies to each goal where the term was used. Alternately, it is recommended that the goal itself be rewritten to better reflect what can actually be accomplished when promising to create private sector businesses or jobs. For example it might be purposed:

   "***The District will strive to provide ongoing guidance and financial resources to our partnership organizations and/or directly to local business owners to help them create or save 20 additional jobs through an established BRE process and that will be measured by the total number of jobs created per year over the next 5-year reporting period***."

2) This might seem a bit nit-picky but we recommend that the word "Measure" be replaced with the word "Goals." For example in Objective 6, it states that the "Measure" is to create or save 20 additional jobs through BRE program." This is the goal. The performance measure is the outcome and results, which is designed to generate reliable data on the effectiveness of the program or goals. In another example the "goal" in Objective Two is to "get 200 students region-wide enrolled in the program by the end on 2019." A performance measure would record the results each year (maybe in an Annual Report) on how many students actually became enrolled in years 1, 2, 3, 4 and 5. If problems should arise and this goal cannot be achieved, then modification can be instituted quickly and effectively. At the end of year 5, if 200 students have been successfully enrolled, the performance results would be 100%, thus achieving the stated goal. As the goal is stated now, no new students will be enrolled in the program in year 1, 2, and 3, but all 200 will have been successfully enrolled in years 4 and 5. So for first three years this goal will be "IP – In Progress." Why would it take three years to study this goal and then have it be completed in years 4 and 5? And isn't this already an established program in the community? If so, three years seems a bit excessive and should be modified to reflect the comments above.

A. KEY FINDING: THERE IS A SHORTAGE OF SKILLED LABOR WITHIN THE REGION

Objective number Two: Build a skilled workforce within the CSEDD region (page 44).

Action Item: Increase school dual enrollment of the Columbia College CTE High School Articulation program.

According to local sources, Columbia College already manages this community educational program. So how will the District play a role in its continued operations and success? And yes, it is true that some business owners in the region cannot find "skilled" employees for their business, but most have said they will settle for "suitable" employees, meaning employees that show up on time, learn the job quickly, are honest and have good interpersonal communication skills. This doesn't require technical skills beyond these type of simple, but desired important

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employee traits. So the term suitable seems to be a much more meaningful term than skilled in the context of building a workforce that can do the types of jobs most in demand and can do the job when called upon. When business owners are asked what they look for in an employee, they would choose suitable over skilled any day. Employers are also looking for employees that can fill out a simple resume or application. High schools in the region currently provide this type of student training. Yes, these are not technical skills like being able to write computer code or operate complex robotic machinery. However, these are not the type of entry-level jobs that are in high demand in the region. The type of jobs in demand today, here in the Motherlode, don't required a skilled workforce in the context of STEM (Science, Technology, Engineering and Math).

We know of a couple successful local business owners in the construction trades that have offered these types of entry-level jobs to local citizens looking to start the careers. But the sad truth today is that so many of them do not possess these very basic skills due to dropping out of school, having prior criminal records or limited work experience. So the goal of creating a skilled workforce is not as important as teaching young adults that they need to graduate from school, learn about responsibility and what it takes to be successful in this economy.

Rather than focus CDA grant money towards creating technical level skills for an area that has very little manufacturing or companies that create intellect capital, the focus should be on entry level employment skills for kids coming right out of high school or community colleges, especially in service jobs such as plumbers, carpenters, housing construction, truck drivers, agriculture and so on, which are much more in demand. The goals and objectives that are ultimately selected in the Strategy should be based upon what is important to the region now and what regional assets can be leveraged in the next couple of years. We are not Silicon Valley or San Francisco. This is a challenging problem for any rural community in California, except in the high populated cities where those jobs are readily available for anyone graduating with advanced college degrees.

B. KEY FINDING: LOCAL ZONING AND PERMITTING IS HINDERING GROWTH

Local Zoning:

Local zoning (i.e., County General Plans) has been a hot button topic for the past several decades. There is a strong belief today that local zoning and governmental permits have, and will continue to, hinder economic development in the region. But it is interesting to note that no evidence, facts or historical narratives were provided in the Strategy to explain why District staff or others believe local zoning requirements hinder local economic growth. They are certainly annoying and can potentially drive up the cost of development projects, but there is no evidence that they in fact hinder economic development in the region (i.e., economic development is defined as the process by which a community improves the economic, political, and social well-being of its people). It is also interesting that this issue was included as a "Key Finding" but no new goals or objectives are being purposed to address them. In fact, only a few vague public comments about zoning were recorded in the survey's comment section. Most of the responses were more concerned about regulatory permitting requirements and the cost of government regulations being imposed on businesses and the local economy. For this reason, our Response

does not have any comments concerning local zoning, at this time. However, as community General Plan draft updates make their way through the various Board planning committees and are released for public review, will we update our Response.

Local Permitting:

Local permitting requirements are a big concern to local business owners who struggle to create or expand their operations. It is well documented that most of today's federal and state regulatory permitting requirements hinder and/or suppress economic development, especially in rural communities and towns that are already facing unique challenges of their own, such as declining populations, lack of employment opportunities, poor work skills and loss of farms and working lands.

At $1.885 trillion, the cost of regulations now exceeds the cost of federal individual and corporate income taxes, which raised about $1.82 trillion last year.

The California State Code of Regulations - which includes CEQA (California Environmental Quality Act) – can place unnecessary cost burdens on local citizens. However, most of the environmental regulations that affect locals are controlled by the state and federal government. Once you add up all of these regulations, it can be economically stifling to small businesses who have to navigate these numerous obstacles. If the District is really committed to promoting economic development and addressing the concerns as expressed in the community survey, then they should develop clear, achievable and measureable objectives that help businesses navigate around these regulatory obstacles. What is needed more than anything else today is for government to reassess the impact of their environmental and permitting laws created over the past 30 years. Counties should go back and look at what is not working, what laws just add cost without adding value and then repel or replace them. Just in the last eight years over 10,000 new laws have been enacted in the United States, having an estimated 1.8 trillion dollar impact on the economy. We can't control most of these costs at the federal and state levels, except when we vote with our pocket books. But at the local level, this Strategy could seize an opportunity to better understand which regulations are having the largest impacts and then come up with strategies to lessen the regulatory burdens government has created in the first place.

Another permitting related problem that could be studied and addressed is California's strict rules on obtaining professional licenses, such a cosmetology, tattoo artist, plumbers, dental assistant, and other certified practitioners. This makes it very expensive for graduating students to find entry level jobs in the trades and is holding back growth and investment in the service sector. California is 43rd in the US ranking of states where it's easiest to start a new business. This might be an area where local policy makers can recommend reforms that remove barriers and promote competition in the service sector, especially in health and education. Every dollar reduced in start-up and operating costs is important to small businesses. Nearly 30% of jobs in the U.S. now require an occupational license, up from 5% in the 1950s. According to the Wall Street Journal, the service sector is expected to generate almost 95% of new jobs in the next decade. Nurses and personal-care and home-health aides are projected to make up 1.2 million of the 9.8 million new jobs expected by 2024.

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Objective number One: Promote advance visitor' services with the CSEDD region. No Comment

Objective number Four: promote coordinated marketing efforts throughout the CSEDD region. No comment

Objective number Five: Promote infrastructure improvements throughout the CSEDD region. No comment

Objective number Six: Expand upon existing business retention and expansion programs. Besides the comments already provided regarding a request for a clear definition of BRE programs, no further comments are being provided.

Objective number Seven: Create a uniform Transient Occupancy Tax (TOT) collection for vacation rentals across the entire region. No Comments provided

Objective number Eight: Improve regional airport infrastructure for faster shipping. No comments provided

Additional Recommendation:

Objective Three: Promote and develop business resiliency within the CSEDD region.

Action Items: Expand upon existing business and expansion programs; Develop a long term permanent response recovery strategic plan to replace the existing preliminary plan; Development of business resiliency centers.

These three Action Items appear to primarily address natural disasters. But how do these action items help "create 30 small businesses?" Objective three should d be rewritten to clearly define what the District is trying to achieve – which according to the description – "*develop a permanent, long-term disaster plan.***"** How are these three objectives going to promote business resiliency? The term could be more appropriately changed to "*community resiliency*."

As we have learned, the State of California, along with Tuolumne County submitted a $55,000,000 grant request and received $19,755,000 for "*Community Resilience Centers***"** as a result of the RIM fires and other natural disasters. In addition, the description in Objective Three goes on to state that the plan is to "*monitor and address business needs and connecting displaced businesses and employees with resiliency centers*." Again, the Action Items should be rewritten to reflect the more appropriate term – "Community Resiliency Centers" instead of "*Business Resilience Centers*" as purposed in the Strategy. Would only businesses have access to the Centers in times of emergency or would others within the community have access? In addition, the $55,000,000 federal grant award to the State, which in the Strategy mentions that $20,000,000 will be "*directly related to business development and resiliency*." However, it has been reported on the Tuolumne County website that the $20,000,000 will be allocated to building a new "bio-mass facility" not for business development and resiliency centers. How does the construction of a biomass facility "help create or save *30 small businesses*?" We hope this will be the case, however, and will look forward to tracking the progress of this project and the positive impact it might have on local small businesses over the next three (3) years.

Final Recommendation:

All of the goals and objectives are based on a five-year performance-time horizon. Shouldn't each objective and goal be established within a specified timetable necessary to complete each of them? Some objectives may in fact take longer than five years, but most listed in the Strategy are projected to be completed within 2-3 years. Is there any justification for making every performance result five years in length? Having each goal and objective with its own timetable for completion would make it easier for the District Board to track them each year for the desired results and if not achieved, measures could be taken to identify the specific weak points and/or identify better approaches and new timetables assigned. In addition, if an objective or project was unable to be continued for whatever reasons, it should be eliminated or updated with a new completion date. The Annual Reports will be able to document whether or not the actual results were met, exceeded, or fell short of projected outcomes.

The authors and contributors for this Response want to acknowledge the exceptional work by all CSEDD Board members and staff, as well as the assistance from Chico State University project specials, to develop this five-year Comprehensive Economic Development Strategy.

Thank you for your public service.

Sincerely,

Ken Perkins

Cc: Malinda Matson, Economic Development Representative for Northern and Coastal California

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Mon, 7 Nov 2016 16:23:21

My name is Susan Reichle and I live in Tuolumne County. Unfortunately, I could not open up the 5 year strategic plan (I wouldn't have read 63 pages anyway), but for what it's worth, I wanted to put in my 2 cents. I am happy we have some outside help to give a much needed different perspective.

I agree with the 7 key points identified in the newspaper, depending on which zoning and permitting laws you want to get rid of. We need to keep young people and their families in the County, with viable jobs, i.e not expansion of Walmart jobs, especially as the Walmart grocery will probably take away union jobs at Safeway and Savemart. I've often thought that appealing to small manufacturing firms that would have minimal impact on our environment and culture--a key reason tourists bring their dollars here--could be enhanced by having work ready employees trained at our local Community College. Also, our meat industry could be revived by stressing healthful, sustainably raised livestock that could be marketed as such, so when Bay Area people think " Tuolumne ", they think "excellent quality meat to buy ". Hopefully this would also keep our traditional ranchers and their families in business into the future. The other component of that is having our own slaughter industry, saving money and providing viable jobs. Again, the Community College could be utilized.

Modern communication technology is essential for many reasons. Also, maintaining the environment that attracts tourists. It's been shown that high end tourists are an economic boon. These tourists from urban areas want outdoor opportunities that they don't get where they live, and will pay for it. Oh, and how we collect and store water in this changing climate situation will be critical to how we adapt and develop. We need forward thinkers, not outdated ways.

That's all I can think of just now. I look forward to reading what you come up with.

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Central Sierra Economic Development District 2023-2028 Comprehensive Economic Development Strategy

Alpine County

Amador County

Calaveras County

Mariposa County

Tuolumne County

City of Angels Camp

City of Sonora

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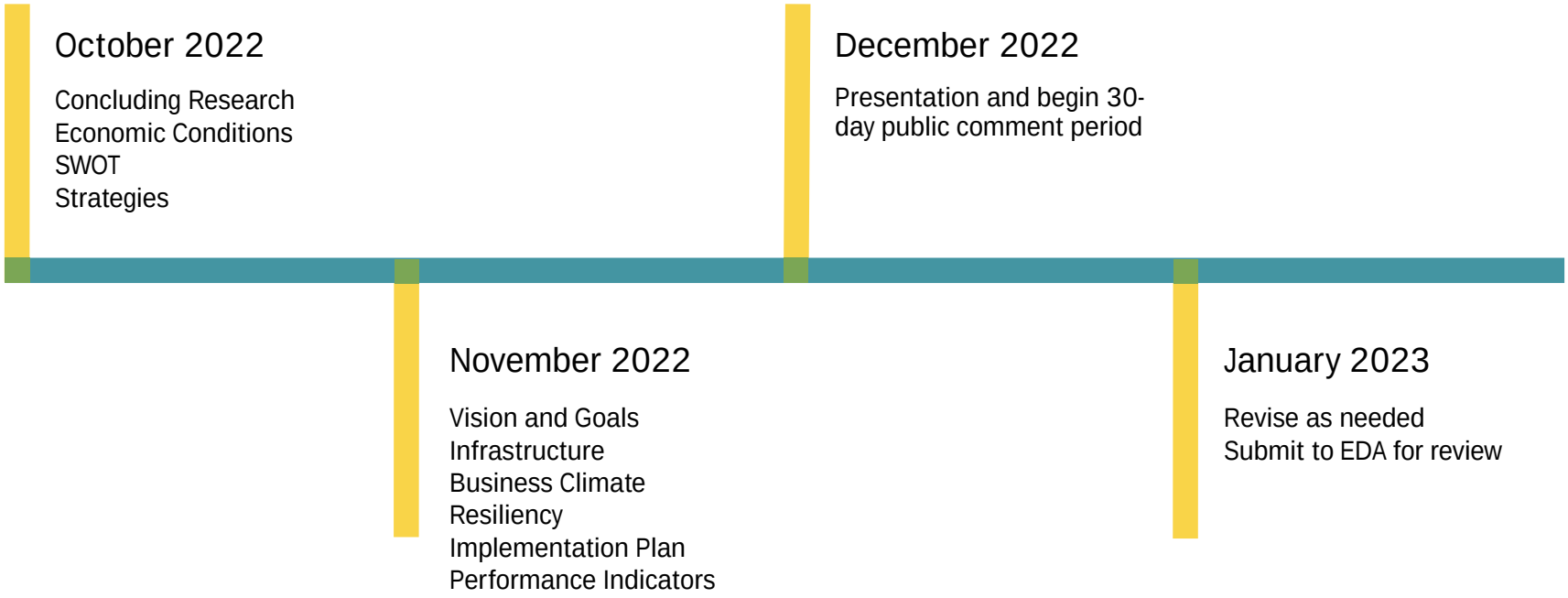
What is a CEDS?

Comprehensive Economic Development Strategy

A five-year strategy-driven plan for regional economic development.

- Regional vision and goals
- Guides regional economic development efforts
- Informs and builds on other statewide initiatives like the Community Economic Resilience Fund (CERF) and Regional Climate Collaboratives
- Leverages and supports local efforts and plans, does not replace
- Builds capacity through collaboration
- Informed through research and public engagement
- Implemented by jurisdictions, agencies, organizations, educational institutions, private sector businesses, nonprofits and individuals

Timeline



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Community-Informed & Asset-Based

- Survey launched August 2022
- 200+ Respondents & interviews across the region
- Clear direction on issues and opportunities

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Critical Issues

Regional Infrastructure

- Everyone needs better broadband
- Some need better cell service
- Reliable electric grid
- Better transportation and road system
- Upgrades and expansions are costly for local jurisdictions

Housing

- Need more available and affordable to workers
- What is the impact of seasonal rentals
- State regulations don't allow for flexibility

Jobs / Workforce

- Low-wage jobs
- Quantity and quality of the workforce
- Aging population, stagnant-talent pipeline
- Childcare accessibility and affordability

Industry

- Need diversity
- Support and broaden tourism
- Need more robust entrepreneurial support

Resiliency

- Making progress on fire safety
- Some recovery from COVID

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Questions & Comments