MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

September 15, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

During public comment, Rick Leinheuser requested that CA8 be pulled to a later date. Supervisor Sweeney spoke in support CA10. Supervisor Menetrey extended thanks to the volunteers in CA14 and CA19. Chair Long noted that CA18 requires a 4/5th vote and inquired if any Board member was interested in pulling CA8. Supervisor Menetrey advised that he did not mind hearing what Mr. Leinheuser had to say. Chair Long pulled CA8 from the Consent Agenda.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services RES-2021-501**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services RES-2021-502**

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

CA3. **Sheriff's Office RES-2021-503**

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

CA4. **Board of Supervisors RES-2021-504**

Adopt a Resolution Recognizing the Opening of the Chinese Laundry Building At the Yosemite History Center in Wawona (Supervisor Smallcombe)

CA5. **Board of Supervisors**

Approve the Minutes of Tuesday, August 17, 2021

CA6. **Board of Supervisors**

Approve the Minutes of Tuesday, August 24, 2021

CA7. **Building RES-2021-505**

Approve Three Year Professional Services Agreement with Interwest Consulting Group to Assist the Building Department with Plan Checking Services in an Amount Not to Exceed $33,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA8. Item Considered Separately

CA9. **District Attorney/Victim Witness RES-2021-506**

Approve a Memorandum of Understanding (MOU) Between Mariposa County Health and Human Services Agency, Mariposa County Probation Department, Mariposa County Sheriff's Office and the Alliance for Community Transformations to Work Together Toward the Mutual Goal of Addressing the Gaps in Victim Services in Mariposa County; and Authorize the Mariposa County Administrative Officer to Sign the MOU

CA10. **HHS/Behavioral Health & Recovery Services RES-2021-507**

Approve First Amendment with Today is a New Day Recovery Home for Residential Recovery Services to Increase the Amount by $1,000 for a New Amount Not to Exceed $130,600; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA11. **HHS/Behavioral Health & Recovery Services RES-2021-508**

Approve an Agreement with CF Merced LLC for Psychiatric Hospitalizations in an Amount Not to Exceed $60,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **HHS/Behavioral Health & Recovery Services RES-2021-509**

Approve an Agreement with Kings View Corporation to Provide Electronic Health Record Information System Technical Support and All Pay Sources Billing Services to Health and Human Services Agency (HHSA) in an Amount Not to Exceed $172,039; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **HHS/Social Services RES-2021-510**

Approve a Three-Year Agreement with the California Department of Social Services (CDSS) Regarding the Provision and Receipt of Legal Services Associated with the Resource Family Approval (RFA) Program; and Authorize the Health and Human Services Agency Director to Sign the Agreement

CA14. **Planning 2021-78**

Recognize the Service of Dan Lyle to the Fish Camp Town Planning Advisory Council (Supervisor Menetrey)

CA15. **Planning 2021-79**

Recognize the Service of Ben Starr on the Greeley Hill Planning Advisory Committee (Supervisor Sweeney)

CA16. **Public Works RES-2021-511**

Approve Fourth Amendment with California Reforestation for Roadside Herbicide and Pre-Emergent Spraying to Extend the Term of the Agreement to October 31, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA17. **Public Works RES-2021-512**

Approve a Master Agreement with State of California Transportation Department (Caltrans) for Administering Agency-State Agreement for State-Funded Projects; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Public Works RES-2021-513**

Approve an Agreement with State of California Department of Transportation (Caltrans) for the Highway Safety Improvement Program (HSIP) for Triangle Road Striping Project; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Receiving Unanticipated Revenue from the HSIP Fund ($20,000) 4/5ths Vote Required

CA19. **Public Works RES-2021-514**

Appoint Gary Friesen to Fill a Vacancy in Category "A" on the Airport Advisory Committee with a Term Expiring January 6, 2025; and Appoint Caleb Chaney as an Alternate Member to Fill an Unexpired Term Ending January 3, 2022, as Recommended by Board Liaisons Supervisors Long and Menetrey

CA20. **Public Works RES-2021-515**

Approve an Agreement with Fuchs General Contracting for the Emergency Power Generation Plug in Project #PWFA-0128-2104 in an Amount No to

Exceed $47,335; and Authorize Board of Supervisors Chair to Sign the Agreement

CA21. **Public Works RES-2021-516**

Modify the Special Summer Saturday in Coulterville Event on September 18, 2021 to Close "Main Street" Instead of "Park Lane" (County Roads) from 12:00 PM to 8:00 PM

Items Considered Separately

CA8. **Clerk of the Board of Supervisors RES-2021-517**

Adopt a Resolution Amending Exhibit "A" of Resolution 2010-262 to Clarify the Purpose of the Airport Advisory Committee

During public comment, Rick Leinheuser spoke in opposition to the item. Board discussion ensued with input from Shannon Hansen/Interim Public Works Director, and Supervisor Menetrey noting that he does not see that anything drastic is occurring.

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

E. Board Recognitions

1. **Board of Supervisors 2021-80**

Proclaim September 17 - 23, 2021, as "Constitution Week" (Board Chair)

Judy Huffman/Daughters of the American Revolution, Merced River Chapter gave the report noting the history of Constitution Week. No public comment.

Chair Long presented the Proclamation to Ms. Huffman.

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

Recess

9:31 AM Chair Long recessed the meeting to allow Supervisor Menetrey to get a new mask and reconvened at 9:32 AM.

2. **HHS/Behavioral Health & Recovery Services 2021-81**

Proclaim the Month of September 2021 as "Suicide Prevention Awareness Month"

Katy Cotter/Mariposa Minds Matter Task Force, Sheila Baker/Social Worker,

Shannon Gadd/Health and Human Services Agency Director, and Therese Williams/John C. Fremont Healthcare District Public Information Officer gave the staff report. Supervisor Smallcombe extended thanks for the item and requested that a copy of the information be sent to the Clerk of the Board for dissemination to local churches. During public comment, Donna Sanche inquired if the 800 number could be accessed from inside the county. Ms. Baker affirmed that it could.

Chair Long presented the Proclamation to Ms. Baker and Ms. Cotter.

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

F. Departmental Presentation

Eric Sergienko/County Health Officer advised that models had previously suggested a peak in cases around August 20th and peaked earlier, but was followed by Labor Day. Dr. Sergienko advised that an increase in cases tends to follow increased population mobility and the data suggests that the majority of current cases derive from travel or the Fair, with a specific cluster from Destruction Derby. Dr. Sergienko also advised that when looking at the statewide data, there is an eleven-fold reduction in death among vaccinated individuals, and a six-fold reduction between vaccinated and unvaccinated acquiring an infection. He noted that the region, as a whole, is seeing a leveling off of cases but that hospitals in Modesto are saturated, and discussed difficulties in obtaining an ICU bed. Dr. Sergienko also advised that, locally, vaccine clinics continue to be offered on Thursdays, and that they are continuing to vaccinate approximately 200 people each month. In response to Supervisor Menetrey's inquiries, Board discussion ensued regarding various treatments that are available, what will be needed to bring the county into the Moderate Tier, the challenge of having a drive-up testing site, and what current models are suggesting.

In response to an inquiry from Supervisor Forsythe, Joe Lynch/Assistant County Administrative Officer - Human Resources and Technical Services discussed the educational outreach that has been done with our employees, and what is being done with the bargaining groups. Supervisor Menetrey reported being contacted by a couple of employees who stated that they were instructed by their union to not test until an agreement is developed. Mr. Lynch noted that according to our labor lawyers and the California Public Employment Relations Board (PERB), the County is allowed to mandate testing and the Board did so in August. Mr. Lynch noted that we waited over a month, per our legal counsel, and we are within our rights to mandate testing. In response to Supervisor Menetrey's inquiry, Mr. Lynch noted that the relevant policy is complete and just needs to be put on the Board agenda. Supervisor Menetrey noted how easy the tests are to take, and advised that his position on the needing saliva tests has changed. Mr. Lynch advised that none of the saliva tests have met authorizations. In response to Supervisor Forsythe's suggestion, Mr. Lynch noted that the dates and times of testing will be posted.

Chris Bernard/County Fire - CAL FIRE announced that County Fire was recently awarded a grant for a skid steer and excavator, which will be used to improve fuel breaks. He also recognized all of department personnel as they have been covering county fire stations through the months of August and September. Supervisor

Smallcombe noted constituent interest in emphasizing the continued maintenance of the fuel breaks, and inquired as to the strategy to maintain those. Captain Bernard noted that they are working with CAL FIRE, who has a plan, but that Chief Ward would know more.

Matthew Matthiessen/John C. Fremont Healthcare District CEO discussed the vaccine mandate for health workers which takes effect on October 1st. He noted that over 70% of their staff is vaccinated but that they expect it likely that they will lose some employees as a result and, consequently, are looking at ways to minimize that impact. Mr. Matthiessen also advised that they were able to hire two new providers for the clinic; reminded that the Northside clinic is open; and advised that Tony McLean from Oakhurst Physical Therapy will be operating the Mariposa Physical Therapy Center.

Jacob Hawley/Mariposa Visitor Center Operations Manager reported they saw the highest traffic for a while on Labor Day weekend, and noted traveler concerns being expressed relative to forest closures. In response to Supervisor Smallcombe's inquiry, Mr. Hawley noted that they are still seeing people who do not know that a reservation is necessary to go into Yosemite National Park, but that reservations have been available the day prior.

G. Public Comment on Non-Agenda Items

Donna Sanche/Royal Oaks Estates resident discussed illegal marijuana grows on vacant land in her area and noted her concerns for resident safety, as well as possible water depletion.

Laurie Kinslow/Royal Oaks Estates resident provided the Board with handouts showing parcels with illegal marijuana grows, and requested that the Sheriff's Office receive the necessary resources to assist with the issue since she has been to the Sheriff's Office six or seven times on the issue and has been told that they cannot do anything. Ms. Kinslow advised of being confronted by two men with machetes; noted that Code Compliance has been some help; and advised that this entire county is overrun with violent, vicious growers. In response to Supervisor Menetrey's inquiry, Ms. Kinslow noted that all of the lots in Royal Oaks have wells. She also noted that there have been so many confrontations with growers, that a young couple is rethinking moving in there. She also noted that there are two large greenhouses with grows; and advised that something needs to be done to hurt them financially.

Kathleen Brat/Royal Oaks Estates resident discussed fire, criminal, and safety concerns associated with the illegal grows. She noted that many use generators which could ignite fires. She also expressed concerns regarding toxic chemical use, as well as lawlessness. She noted that there were break-ins which were reported to the Sheriff's Office but that nothing was done. Ms. Brat suggested that the Board, working with the Sheriff's Office, the Fire Department, and any other relevant departments, should develop a strategic plan regarding the issue.

Richard Townsend/Royal Oaks Estates property owner echoed the concerns about water problems, personal safety, and organized crime. Mr. Townsend also noted concerns that existing laws are not being enforced.

Tony McLean/Mariposa Physical Therapy introduced himself and discussed his background in physical therapy and his nexus with the community.

Nadia Townsend/Royal Oaks Estates homeowner expressed concerns regarding their safety because of the empty lots that are being used to grown marijuana. She requested that the Board look into the issue and assist them with law enforcement to help their community.

An unidentified Royal Oaks Estate Resident echoed the previous concerns regarding illegal activity, and potential water depletion or contamination; and requested a coordinated effort involving the Board, elected officials, law enforcement, and others. He also clarified that what is being reported today are large scale operations on properties on which no one is living; and requested attention soon.

Rick Leinheuser advised that he sees the changes that were made as a change in the AAC's description and not the procedure, and that he will go back to the committee and recommend that they are going to do everything much the same way. Mr. Leinheuser also extended thanks to Supervisors Menetrey and Long, as well as Shannon Hansen, Gary Brown, and Jean Dordan from Public Works; advised that they have been meeting at the Arts Park; noted that sometimes they have not had enough people; and noted that the upcoming committee guidance may help generate some interest in joining committees.

Kelly Becca/Royal Oaks Estate resident requested that a plan be put together to impact these growers in their pocketbook because the Sheriff just takes the plants out. She also noted that these are places where no one lives so fire hazard exists from lack of maintenance, and noted concerns regarding the ability to escape during an emergency.

Supervisor Long extended thanks to everyone for coming forward today. Laurie Kinslow extended thanks to Supervisor Long for attending their meeting last week.

1. **Clerk of the Board of Supervisors (ID # 12189)**

Handouts from the Public Comment on Non-Agenda Items Portion of the September 15, 2021 Meeting

RESULT: INFORMATION RECEIVED

Recessed

11:06 AM Chair Long recessed the meeting for a brief break and reconvened at 11:13 AM.

H. Regular Agenda Items

1. **Planning 2021-ORD-1165**

Waive the Second Reading and Adopt an Ordinance Amending the Mariposa County Zoning Map for a 0.52 Acre Parcel, Assessor Parcel Numbers APN 013-020-034 and APN 013-020-036, from the Multi-Family Residential Zone to the Professional Office Zone Pursuant to General Plan/Area Plan/Zoning Amendment No. 2020-054; M.A.C.T. Health Board, Inc., Applicant. Project Site is Located at 5204 Hospital Rd., Mariposa, CA

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

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

2. **Planning RES-2021-518**

Adopt a Resolution Approving the Submittal of an Application for an Economic Development Administration (EDA) American Rescue Plan Act Grant for the Mariposa Creek Parkway Phase III Trailhead; Authorize the Board of Supervisors Chair to Sign a Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

Mikey Goralnik/Community Design and Development Planner gave the staff report. No public comment.

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

3. **Public Works RES-2021-519**

Approve a Request for Proposals (RFP) for Leonard Road for Survey and Right of Way Acquisition Services; Authorize the Public Works and Transportation Interim Director to Select the Lowest Responsible Bidder; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

After discussion with Kevin Briggs/Assistant County Counsel, Supervisor Menetrey recused himself from this item because he has an interest in property on Leonard Road.

11:21 AM Supervisor Menetrey exited the Chambers.

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

RESULT:	**ADOPTED [4 TO 0]**
MOVER:	Tom Sweeney, District II Supervisors
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe
RECUSED:	Miles Menetrey

11: 23 AM Supervisor Menetrey returned to the Chambers.

4. **HHS/Social Services RES-2021-520**

Approve an Annual Subscription Agreement with Bitni, Inc. to Provide Software Services for Foster Care Case Management; and Authorize the Health and Human Services Agency Director to Sign the Agreement

Julianne Simms/Health and Human Services Agency (HHSA) Health Division Director gave the staff report. Supervisor Sweeney discussed the current process with Ms. Simms. No public input.

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

5. **Health and Human Services (ID # 12125)**

Waive the Second Reading and Adopt an Ordinance Adding Chapter 2.114 to Title 2 of the Mariposa County Code, Titled "Santa Cruz-Monterey-Merced-San Benito-Mariposa Multi-County Managed Medical Care Commission"

Shannon Gadd/HHSA Director gave the staff report accompanied by a PowerPoint presentation. During public comment, Matthew Matthiessen/John C. Fremont Healthcare District spoke in support of the item, and Janet Gain/Anthem Blue Cross spoke in opposition. Discussion ensued regarding the submission deadline, the procurement process, and the makeup of the advisory commission.

RESULT:	**INTRODUCED [UNANIMOUS] Next: 9/21/2021 9:00 AM**
MOVER:	Rosemarie Smallcombe, District I Supervisor
SECONDER:	Wayne Forsythe, District IV Supervisor
AYES:	Smallcombe, Sweeney, Long, Forsythe, Menetrey

6. **County Counsel RES-2021-521**

Approve Three Year Agreement with Coast Biomedical Equipment to Provide Automated External Defibrillator (AED) Preventative Maintenance on All County AEDs in an Amount Not to Exceed $45,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

Kevin Briggs/Assistant County Counsel gave the staff report. No public input.

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

I. Items removed from Consent Agenda

None.

Recessed

11:57 AM Chair Long recessed the meeting for lunch.

J. 2:00 PM Reconvened

1. **Clerk of the Board of Supervisors (ID # 11950)**

CONDUCT PUBLIC HEARING #3 to Review Existing District Boundaries; Review State Redistricting Criteria; and Receive Public Input and Proposals Regarding County Supervisor Districts

René LaRoche/Clerk of the Board provided a brief overview of the redistricting process and reported on the public engagement efforts since the last public hearing. Sarah Williams gave an overview of the ranked order criteria that must be considered for the final district boundaries. During public comment, Paul Brickett discussed the data that has been released by the U.S. Census Bureau to date, inquired if the redistricting process relative to the census designated places, and inquired about the new software. Sarah Williams responded.

RESULT: HEARING CONCLUDED

Recess Board of Supervisors

2:32 PM Chair Long recessed the Board of Supervisors meeting, followed by the Clerk's reading of the Government Code announcement.

K. COULTERVILLE SERVICE AREA No. 1 BOARD (CVSA 1)

2:34 PM René LaRoche/Clerk of the Board convened the Coulterville Service Area No. 1 (CVSA 1) meeting with all Directors present and moved the Public Comment Period after the Regular Agenda.

CSA 1 Regular Agenda

1. **Clerk of the Board of Supervisors CVSA1-2021-1**

Selection of the 2021 Coulterville Service Area No. 1 Board (CVSA 1) Board Chair

René LaRoche gave the staff report clarifying that this item was to select the Board of Directors Chair and not the Chair of the Advisory Committee. No public comment.

ACTION: ***Tom Sweeney was selected as the 2021 Chair Coulterville Service Area No. 1 Chair.***

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

2. **Clerk of the Board of Supervisors CVSA1-2021-2**

Selection of the 2021 Coulterville Service Area No. 1 Board (CVSA 1) Board Vice-Chair

No public comment.

ACTION: ***Rosemarie Smallcombe was selected as the 2021 Vice-Chair Coulterville Service Area No. 1 Chair.***

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

3. **Public Works CVSA1-2021-1**

Re-Appoint Rick Cordeiro; and Appoint Nina Rhodes as a Member who Resides in the Service Area Boundaries to the Coulterville Service Area No. 1 Advisory Board (CVSA 1) for Terms Expiring August 17, 2024

No public comment. Shannon Hansen/Interim Public Works Director gave the staff report, noting that there is still one vacancy.

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

Public Comment Period

None.

Adjourn CVSA 1

2:38 PM Chair Sweeney adjourned the CVSA 1 Board of Directors meeting.

Reconvene as Board of Supervisors

2:38 PM Chair Long reconvened the Board of Supervisors meeting.

L. Board Information

Information received.

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M. Adjournment

2:59 PM Chair Long adjourned the meeting in memory of Jeri Correa, Tony Busse, Vere Geary, Virginia Scott, Alfred Bedard, Travis Kelly, and Mary Jane Roberts.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-501

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue a Shelter Crisis Local Emergency in Mariposa County

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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: Rosemarie Smallcombe, District I Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-502

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Continue the COVID-19 Public Health Local Emergency

RECOMMENDATION AND JUSTIFICATION:
Resolution Continuing the Public Health Local Emergency Due to the COVID-19 Pandemic.

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not continue the local emergency and the County will not be eligible for possible State or Federal disaster assistance.

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

REF ID# 12139

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-503

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Continue the Local Emergency Due to COVID-19

RECOMMENDATION AND JUSTIFICATION:

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

BACKGROUND AND HISTORY OF BOARD ACTIONS:

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

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

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

FINANCIAL IMPACT:

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

REF ID# 12140

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

RESOLUTION - ACTION REQUESTED 2021-504

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Rosemarie Smallcombe, District I Supervisor

RE: Chinese Laundry Exhibit Resolution

RECOMMENDATION AND JUSTIFICATION:

Adopt a Resolution Recognizing the Opening of the Chinese Laundry Building at the Yosemite History Center in Wawona. (Supervisor Smallcombe)

Mariposa County and Yosemite National Park have always enjoyed a strong partnership in protecting this Crown Jewel of the National Park System (NPS) and promoting the visitor services which will endear the park to future generations.

The historic opening of the Chinese Laundry building at the Yosemite History Center in Wawona is part of a multi-year effort by Yosemite National Park and Yosemite Conservancy to tell the full range of stories from people who played key roles in the growth of Yosemite National Park. Many people in California do not realize that Chinese immigrants played an integral role in the early years of Yosemite National Park's history. By restoring the Chinese Laundry building and opening it to the public, Yosemite National Park and Yosemite Conservancy will share the history and stories of the Chinese people who worked at the Wawona Hotel in the laundry room and in the kitchen, bringing this lost history to light.

Adoption of the attached resolution is requested to convey congratulations to the NPS and the Yosemite Conservancy on yet another successful project.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board routinely adopts resolutions in recognition of events or people.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the resolution is not approved, the Board will miss the opportunity to formally recognize the completion of this historic project.

ATTACHMENTS:

Chinese Laundry Building Resolution (PDF)
Chinese Laundry Dedication Invitation Letter (PDF)

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

MARIPOSA COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 2021-

Adopt a Resolution Recognizing the Opening of the Chinese Laundry Building at the Yosemite History Center in Wawona

WHEREAS Mariposa County has been the primary Gateway to the Yosemite area since President Abraham Lincoln first signed the Yosemite Grant Act on June 30, 1864; and

WHEREAS the history of Yosemite National Park is interlaced with the stories, histories, and contributions of many people; and

WHEREAS the National Park Service and Yosemite Conservancy have completed a public/private project which will tell the important history of the Chinese immigrants who lived and worked in Yosemite in the late 1800s and early 1900s and whose contributions made the growth and success of the Wawona Hotel and the community of Wawona possible; and

WHEREAS Mariposa County and Yosemite National Park have fostered a symbiotic relationship with many employees, services, and visitors being supported outside the Park in Mariposa County; and

WHEREAS the people of Mariposa County take great pride in Yosemite National Park being our "backyard."

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby celebrates the opening of the Chinese Laundry Building at the Yosemite History Center in Wawona, and recognizes the National Park Service for its protection and preservation of all Yosemite history for the enjoyment of posterity.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 15th day of September, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
MARSHALL LONG, Chair
Board of Supervisors

Attest:

_____
RENÉ LaROCHE, Clerk of the Board

Approved as to Form:

_____
STEVEN W. DAHLEM, County Counsel

Attachment: Chinese Laundry Building Resolution (RES-2021-504 : Chinese Laundry Exhibit Resolution)

United States Department of the Interior

NATIONAL PARK SERVICE
Yosemite National Park
P. O. Box 577
Yosemite, California 95389

IN REPLY REFER TO:

Ms. Rosemarie Smallcombe
Supervisor, District I
Mariposa County
5100 Bullion Street
Mariposa, CA 95338

Dear Supervisor Smallcombe:

You are cordially invited to the Dedication and Ribbon Cutting Ceremony for the Chinese Laundry Building in Yosemite National Park on Friday, October 1, from 11:00 a.m. to 12:00 p.m. We would be deeply honored to have you join us at this historic event. This ceremony will commemorate the completion of a public/private project between the National Park Service and Yosemite Conservancy to tell the important stories of the Chinese immigrants who lived and worked in Yosemite in the late 1800s and early 1900s and whose contributions made the growth and success of the Wawona Hotel and the community of Wawona possible.

The historic opening of the Chinese Laundry building at the Yosemite History Center in Wawona is part of a multi-year effort by Yosemite National Park and Yosemite Conservancy to be more inclusive and to tell the full range of stories from people who played key roles in the growth of Yosemite National Park. Many people in California do not realize that Chinese immigrants played an integral role in the early years of Yosemite National Park's history. By restoring the Chinese Laundry building and opening it to the public, Yosemite National Park and Yosemite Conservancy will share the history and stories of the Chinese people who worked at the Wawona Hotel in the laundry room and in the kitchen, bringing this lost history to light.

At this special event, NPS and Yosemite Conservancy staff will be joined by members of the Chinese Historical Society and by local members of the Chinese American community. Yosemite Park Ranger Yen Yen Chan will lead a special program for all event participants. If able to attend in person, please RSVP as soon as possible to jamie_richards@nps.gov, indicating the number of people in your party.

If unable to join us in person, Yosemite National Park and Yosemite Conservancy would welcome a resolution honoring this historic event. If you are interested in sending a resolution to honor this special occasion, please mail any documents to:

US Postal Address:
Yosemite National Park
Attn: Jamie Richards-Public Affairs
P.O. Box 577
Yosemite, CA 95389

UPS/FedEx Address:
Yosemite National Park
Attn: Jamie Richards-Public Affairs
Valley Administration Building
9039 Village Drive
Yosemite, CA 95389

Attachment: Chinese Laundry Dedication Invitation Letter (RES-2021-504 : Chinese Laundry Exhibit Resolution)

Should you have any additional questions, please contact Public Affairs Officer Scott Gediman at 209-742-3519 or Public Affairs Officer Jamie Richards at 209-742-3520.

Sincerely,

Jamie Richards and Scott Gediman
Public Affairs Officers
Yosemite National Park

Attachment: Chinese Laundry Dedication Invitation Letter (RES-2021-504 : Chinese Laundry Exhibit Resolution)

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

August 17, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

None.

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

No public comment.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-477**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

Minutes Acceptance: Minutes of Aug 17, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CA2. **Health and Human Services RES-2021-478**

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

CA3. **Sheriff's Office RES-2021-479**

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

CA4. **Administration/Human Resources RES-2021-480**

Approve Amendments to the Administrative Analyst I/II and Senior Administrative Analyst Job Descriptions; Remove an Administrative Technician Allocation; and Add a Senior Administrative Analyst Allocation in the Sheriff's Department, Effective Immediately

CA5. **Assessor-Recorder RES-2021-481**

Approve Second Amendment to the Agreement with Avenu Enterprise Solutions, LLC for Information Technology Products and Service to Extend the Term to June 30, 2022 with a New Annual Fee of $11,550; Approve Third Party Maintenance Agreement for Recording Equipment for an Additional Annual Fee of $7,517; and Authorize the Board of Supervisors Chair to Sign the Agreements

CA6. **Board of Supervisors**

Approve the Minutes of Tuesday, July 20, 2021

CA7. **Clerk of the Board of Supervisors 2021-74**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in July of 2021

CA8. **Clerk of the Board of Supervisors 2021-75**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in July of 2021

CA9. **Clerk of the Board of Supervisors (ID # 12073)**

Receive the First 5 of Mariposa County 2021-2024 Strategic Plan

CA10. **County Counsel RES-2021-482**

Approve Second Amendment to the Agreement with Wanger, Jones, Helsley, PC for Legal Services to Extend the Term to September 30Th, 2021; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA11. **District Attorney/Victim Witness RES-2021-483**

Approve Budget Action Adjusting Appropriations Within the Victim Witness Assistance Budget for Fiscal Year 2020-2021 Year-End Balancing ($13,603) 4/5ths Vote Required

E. Departmental Presentation

Minutes Acceptance: Minutes of Aug 17, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Jacob Hawley/Mariposa Visitor Center Operations Manager gave a brief update regarding the slowdown of the visitor center with school returning, as well as the current condition of COVID-19. He also advised that they are currently working on maps and merchandising.

F. Public Comment on Non-Agenda Items

None.

G. Regular Agenda Items

1. **Administration (ID # 12084)**

Discussion and Direction Regarding Community-Wide Impacts and Response to COVID-19

Dallin Kimble/County Administrative Officer introduced Eric Sergienko/Health Officer who gave a PowerPoint presentation and discussed the rising numbers of hospitalizations and decreasing ICU availability, and suggested mask mandates for all in public settings, limiting public gatherings, and implementing other non-pharmaceutical interventions that were used during the Blueprint for a Safer Economy. Public comment in support of the recommendations was received from Tiffany Vanderwall/Infection Specialist at John C. Fremont, Ellen/Resident, and Gonzalo Tafoya/Chief Nursing Officer John C. Fremont. Comments opposed to the recommendations were received by Kathleen Levitt/Mariposa Shipping Company, Anthony Trujillo/Pastor, Lori Dixon/Restaurant Owner, Sammie Lastra/1850 Restaurant Manager, Jeremiah Bean/Resident, Elizabeth Fluharty/Resident, Jonathan Farrington/Yosemite - Mariposa County Tourism Bureau Executive Director, Mirriam Plato/Savourys Restaurant, Danette Toso/Resident, Hanna Wackerman/1850 Restaurant, Tennille Holt/Resident, and Lilly Amoral/Resident.

Board discussion ensued including requiring gatherings to maintain attendance rosters. Tara Schiff/Economic Development specialist was called forward to follow up on a call to action idea for local restaurants that was suggested by Hanna Wackerman. Ms. Schiff is to follow up with Ms. Wackerman, as well as Health and Human Services. Board direction was given to the CAO. The Board also encouraged the continuing of education on masking and vaccines from the County Public Health Department.

DIRECTION:

- ***No mandates are to be implemented but the Board encourages it citizens to use good judgment and follow the current State guidance.***
- ***The CAO is to bring another discussion and direction item to the August 24th, 2021 meeting to revisit the discussion regarding COVID-19 measures and County Employees.***

RESULT: DIRECTION GIVEN

Recess

11:44 AM Chair Long recessed the meeting for a brief break and reconvened at 11:50 AM.

Minutes Acceptance: Minutes of Aug 17, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

2. **Planning RES-2021-484**

Approve Two Agreements for Right of Entry and Hold Harmless with the Owners of the Parking Lot Along 6Th Street Between Stroming Road and State Route-140/49 for the Mariposa Creek Parkway Restoration Project; and Authorize the Board of Supervisors Chair to Sign the Agreements

Sarah Williams/Planning Director gave the staff report and introduced Mikey Goralink/Community Design and Development Planner for any questions. No public comment. Supervisor Smallcombe extended thanks to the property owners for allowing the right of ways for the removal of evasive species to take place.

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

3. **Planning RES-2021-485**

Adopt a Resolution Approving the Submittal of an Application to the National Endowment for the Arts (NEA) Our Town Grant Program to Fund the "Working Landscapes, Working Artists" Project; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

Sarah Williams gave the staff report and introduced Cara Goger/Mariposa County Arts Council who gave a brief overview of the grant and also expressed her excitement for the partnership between the County and the Arts Council on this project. No public comment. Board discussion ensued.

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

4. **Administration/Technical Services RES-2021-486**

Approve a 16-Month Agreement with Dasher Technologies for Wireless Network Support Renewal in an Amount Not to Exceed $1,675.79; and Authorize the Board of Supervisors Chair to Sign the Agreement

Dallin Kimble gave the staff report. No public comment.

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

Minutes Acceptance: Minutes of Aug 17, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

H. Items removed from Consent Agenda

None.

Recess

12:10 PM Chair Long recessed the meeting.

I. 2:00 PM Reconvene

1. **Planning RES-2021-487**

Adopt a Resolution Approving the Creative Placemaking Strategy, Finding the Project is Exempt from CEQA; and Authorize County Departments and Agencies to Pursue Implementing Its Recommendations

Sarah Williams introduced Mikey Goralnik who gave a PowerPoint presentation. Support was expressed for this item by Cara Goger, Tyson Wellcome/Ethos Youth Center and Pathos Printing, Phyllis Becker/Resident, Adam Burns/Local Musician and Educator, and Alex Vance/Resident. Board discussion ensued.

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

2. **Planning 2021-76**

Appoint Nine (9) Members to the Code Compliance Advisory Committee for One (1), Two (2) or Three (3) Year Terms

Sarah Williams gave a PowerPoint presentation. No public comment. Board discussion ensued.

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

3. **Clerk of the Board of Supervisors (ID # 12040)**

Discussion and Direction to Clarify the Airport Advisory Committee Purpose

René LaRoche/Clerk of the Board gave the staff report, and provided a copy of Title 19 of Mariposa County Code which speaks to Airport Operations. Shannon Hansen/Interim Public Works Director also discussed the need to identify the role of the AAC. Rick Leinheuser/AAC Chair stated that he never got the sense that the AAC wants to be in the day to day business but just wants to be kept apprised of what is going on, but also noted that it has been able to make recommendations and comments regarding day-to-day operations for the last seven years. During public

Minutes Acceptance: Minutes of Aug 17, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

comment, Tony Borreson/Airport Manager suggested forming an Airport Commission. Board discussion ensued. Chair Long closed with the sentiment that all committees and commissions should come to Board meetings and present to the Board. County Counsel recommended that the AAC should communicate and coordinate with the Clerk of the Board's Office to set such agenda items.

DIRECTION:

The Clerk of the Board is to bring an item back that clarifies that the Airport Advisory Committee's purpose in considering airport operations is meant to be at the policy level and in connection with consideration of the Airport Master Plan.

RESULT: DIRECTION GIVEN

J. Board Information

Information received.

K. Adjournment

4:17 PM Chair Long adjourned the meeting in memory of Gweneth Decker, Nancy Hutchinson, Billy Faught, Robin Jones, Jessie Redding, Jonathan DePalma, Jennifer Fowler, Alfred Wass, Thomas Jenkins, and Ronald Schmidt Jr.

Respectfully submitted,

Danielle Bondshu
Deputy Clerk of the Board II

Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Aug 17, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

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

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

ACTION SUMMARY MINUTES

August 24, 2021

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

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

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Introductions

Supervisor Forsythe announced the arrival of Indie Jean, his 11th grandchild.

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

No public comments.

Supervisors Forsythe and Menetrey spoke in support of CA12. Supervisor Menetrey also noted an omission.

AMENDMENT:

CA12: Add 10th Street onto the encroachment permit.

Minutes Acceptance: Minutes of Aug 24, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-488**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2021-489**

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

CA3. **Sheriff's Office** **RES-2021-490**

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

CA4. **Administration** **RES-2021-491**

Approve a Memorandum of Understanding (MOU) Between Mariposa County Administration and Mariposa County Child Support Services for Office Space at 5101 Jones Street; and Authorize the Respective Department Directors to Sign the MOU

CA5. **Agricultural Commissioner** **RES-2021-492**

Approve Nursery Inspection Program Cooperative Agreement No. 21-0346-000-SA for Fiscal Year 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA6. **Agricultural Commissioner** **RES-2021-493**

Approve the High-Risk Pest Exclusion Cooperative Agreement No. 21-0394-000-SG for Fiscal Year 2021/2022 with the California Department of Food and Agriculture (CDFA); and Authorize the Board of Supervisors Chair to Sign the Agreement

CA7. **Board of Supervisors**

Approve the Minutes of Tuesday, August 3, 2021

CA8. **Board of Supervisors**

Approve the Minutes of Tuesday, August 10, 2021

CA9. **HHS/Behavioral Health & Recovery Services** **RES-2021-494**

Approve an Agreement with Heritage Oaks Hospital, Inc. to Provide Inpatient Mental Health Rehabilitation Services for Mariposa County Health and Human Services Agency (HHSA) in an Amount Not to Exceed $200,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **Planning** **2021-77**

Minutes Acceptance: Minutes of Aug 24, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Appoint Gary Wuchner to the Wawona Town Planning Advisory Committee with a Term to Expire February 28, 2022 (Supervisor Menetrey)

CA11. **Public Works** **RES-2021-495**

Waive Encroachment Fee for the 34Th Annual Hornitos Flea Market to be Held on Sunday, October 3, 2021 from 7:00 AM to 3:00 PM at the Hornitos Park

CA12. **Public Works** **RES-2021-496**

Declare the Veterans Memorial Dedication and Appreciation Picnic a County Sponsored Event; and Waive Associated Fees for the Encroachment Permit and Facility Use; the Event Will be Held on the Courthouse Lawn on November 13, 2021

E. Departmental Presentation

Eric Sergienko/County Health Officer extended thanks to the Sheriff for advising his department of the fish kill in the pond on Highway 49 south, off of Mariposa Creek. Dr. Sergienko noted that toxic algae are unlikely given the plant overgrowth in the pond, but advised that they are working to confirm that. Board discussion ensued regarding collaborations with other agencies.

Jeremy Briese/Sheriff - Coroner - Public Administrator first extended kudos to the team investigating the death of the family, then noted that they were treated the site as if it had hazardous materials because there was no obvious cause of death. He also noted that the investigators continue to vet all possibilities. Sheriff Briese also reported on a shooting that occurred yesterday in the 5th Street parking lot, noting that they quickly identified witnesses and the suspect, who is now in custody.

Tara Schiff/Economic Development Specialist reported that she reached out to Hanna Wackerman regarding the Call to Action that was discussed at last week's meeting, and that messages were sent out last Wednesday. Ms. Schiff noted that, so far, they have received requests for custom signs from ten businesses, and have distributed 1800 masks, hand sanitizers, and other supplies to businesses. In response to Supervisor Menetrey's inquiry, Ms. Schiff noted that she will follow up with Public Works about hand washing stations. She also advised that the Clean Sweep event has been postponed.

Jacob Hawley/Visitor Center Operations Manager provided 2019 visitor statistics.

F. Public Comment on Non-Agenda Items

Hanna Wackerman/1850 Restaurant extended kudos to Tara Schiff for helping with the Call to Action that was discussed last week, noting that Ms. Schiff already had the posters made and ready to distribute. Ms. Wackerman also noted that this is a Call to Action to keep businesses open and reported that, since posting posters last week, they have observed 98% of their customers wearing masks. Supervisor Smallcombe extended kudos to Ms.

Minutes Acceptance: Minutes of Aug 24, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Wackerman for her efforts.

Announcement

9:23 AM Chair Long noted that agenda item I.1, the Closed Session, has been withdrawn, along with agenda item K.3.

G. Regular Agenda Items

1. **Administration (ID # 12099)**

Discussion and Direction Regarding Internal Response to COVID-19

Dallin Kimble/County Administrative Officer noted that this is a repeat item from a couple of weeks ago, and introduced Dr. Sergienko who gave a PowerPoint presentation in addition to discussing the challenges associated with contact tracers, delayed reporting, slowing vaccination rates, and the efforts of the Joint Information Center. Dr. Sergienko introduced Gonzalo Tafoya/John C. Fremont Hospital Chief Nursing Officer who advised that his facility is for stabilization and that neighboring hospitals are relied upon for specialized care; and discussed the difficulties they are experiencing in obtaining that care. Dallin Kimble followed with a PowerPoint presentation that provided an overview of the risk and risk mitigation; noted the health officer orders that the County is obligated to follow; discussed ways to mitigate risks; and discussed actions taken in the past.

Public comment opened. Kari Kisella/Chamber of Commerce inquired if there have been any cases with people having COVID19 multiple times. Jeremy Briese discussed concerns of employees; noted that good communication is needed to mitigate confusion; noted that fourteen days ago a decision was made by the Board to require testing but that none has been done so far; and recounted receiving two boxes of tests which had been marked as expired. Matthew Matthiessen/John C. Fremont Healthcare District CEO clarified the mandate for healthcare employees noting that they must be fully vaccinated by the end of September. Shannon Gadd/Health and Human Services Agency Director extended kudos to her team; discussed her concerns for them; and spoke in support of instituting protective measures. Kathleen Armstrong spoke in support of instituting some kind of mitigations. Public comment closed.

Discussion ensued regarding availability of saliva tests, the possibility of multiple infections, the inability to enforce mask mandates, and the legality of employee mandates. Steven W. Dahlem/County Counsel advised that any new policy should return to the Board for approval. He also noted that it takes two weeks for Board items to get through reviews and get to the Board, and two weeks to implement with bargaining groups. Board discussion ensued.

DIRECTION:

Continue with the measures that were directed on August 10, 2021, but

Minutes Acceptance: Minutes of Aug 24, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

with the addition of saliva tests as an option; and return to the Board in two weeks with a policy that encapsulates the direction.

RESULT: DIRECTION GIVEN

Recessed

11:03 AM Chair Long recessed the meeting for a brief break and reconvened at 11:09 AM.

2. **Agricultural Commissioner RES-2021-497**

Adopt a Resolution Establishing a Records Retention and Management Schedule for the Agricultural Commissioner's Office 4/5ths Vote Required

Monica Nielsen/Agriculture Commission - Sealer of Weights and Measures gave the staff report. No public input.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

3. **Public Works RES-2021-498**

Approve Three Year Agreements with Hoffman Electronic Systems for Alarm Monitoring in the County Buildings of Juvenile Hall, Courthouse, Museum, Airport and Government Center; and Authorize the Board of Supervisors Chair to Sign the Agreements

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

RESULT: ADOPTED [UNANIMOUS]

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Tom Sweeney, District II Supervisors

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

4. **Planning RES-2021-499**

Adopt a Resolution of Intention Initiating a County Code Amendment to Add Section 17.108.220 to Mariposa County Code to Establish Special Use Provisions for Historic Structures Countywide

Alvaro Arias/Deputy Planning Director gave the staff report. During public comment, Ben Goger/Housing Development Specialist spoke in support of the item.

Minutes Acceptance: Minutes of Aug 24, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

11:24 AM Danielle Bondshu/Deputy Clerk of the Board II substituted in as clerk.

5. **Planning** **(ID # 12089)**

Receive a Presentation on the Development Services Land Management Permitting Software Request for Proposals (RFP)

Steve Engfer/Senior Planner gave the staff report with a PowerPoint Presentation. No public comment. Board discussion ensued.

RESULT: **INFORMATION RECEIVED**

H. Items removed from Consent Agenda

None.

I. Closed Session

1. **County Counsel** **(ID # 12086)**

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

RESULT: **WITHDRAWN**

Recessed

12:07 PM Chair Long recessed the meeting.

J. 2:00 PM Reconvened

Chair Long reconvened the meeting noting Supervisor Forsythe is absent and is excused.

1. **Planning** **RES-2021-500**

PUBLIC HEARING: Adopt Resolution Approving GPZA No. 2020-054, Parcel Merger No. 2020-055, and Design Review No. 2020-056 with Findings and Conditions, Including the Finding that the Project is Exempt from Environmental Review, with the Land Use Change and Design Review Approval Effective on the Effective Date of the Zone Change. MACT Health Board Inc., Applicant. 5204 and 5192 Hospital Road, Mariposa, Assessor Parcel Numbers 013-020-030, 013-020-034, and 13-020-036

Steve Engfer gave the staff report accompanied by a PowerPoint Presentation. No public comment. Board discussion ensued regarding the

Minutes Acceptance: Minutes of Aug 24, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

effects of accepting this stretch of road into the County Road System. Russ Marks/County Surveyor noted that it will need to come back to the Board for final approval before it is submitted to the State. In response to an inquiry from Supervisor Long, Steve Engfer noted that the home is currently unoccupied but no inspection was done to see if it was still livable. Supervisor Long noted that he would like to see more projects that add housing in the future, not remove them.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Miles Menetrey

ABSENT: Wayne Forsythe

2. **Planning** **2021-ORD-1165**

Waive the Second Reading and Adopt an Ordinance Amending the Mariposa County Zoning Map for a 0.52 Acre Parcel, Assessor Parcel Numbers APN 013-020-034 and APN 013-020-036, from the Multi-Family Residential Zone to the Professional Office Zone Pursuant to General Plan/Area Plan/Zoning Amendment No. 2020-054; M.A.C.T. Health Board, Inc., Applicant. Project Site is Located at 5204 Hospital Rd., Mariposa, CA

Steve Engfer associated his previous presentation with this item. No public comment.

RESULT: **INTRODUCED [UNANIMOUS]** **Next: 9/15/2021 9:00 AM**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Miles Menetrey

ABSENT: Wayne Forsythe

3. **Administration/Technical Services** **(ID # 12037)**

Receive a Presentation Regarding "A Single Productivity Suite; a Technical Services & Microsoft 365 Update - Summer 2021"

RESULT: **WITHDRAWN AND RESCHEDULED** **Next: 10/5/2021 9:00 AM**

4. **Clerk of the Board of Supervisors** **(ID # 12079)**

Discussion and Direction Regarding Development of a New Policy Specifying Guidelines and Standing Rules for All County Committees, Commissions, and Boards

René LaRoche/Clerk of the Board gave the staff report. No public comment. Ms. LaRoche noted speaking to Supervisor Forsythe and that he was in support of a policy and that he liked the San Diego policy. Board discussion ensued. Supervisor Smallcombe requested that any communication regarding changes in legislature or any notices to Department Heads be extended to the

Minutes Acceptance: Minutes of Aug 24, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Chair of the appropriate committee or commission, as well.

Direction:

The Clerk of the Board is to draft and return with a policy for Committees and Commissions that includes:

- ***Sunset date of four years with a review to take place at year two.***
- ***Submittal of annual committee reports to the Board of Supervisors.***
- ***Regular submission of the meeting minutes to the Clerk of the Board to provide to the Board of Supervisors.***
- ***A provision that the committee and commission members be provided with the policies of the County and that the Zero Tolerance be enforced. Human Resources is to work with the Clerk of the Board to develop and create the policy of enforcement.***
- ***Policy on nepotism to include no persons of the same household and/or husband/wife, which is to take effect immediately.***
- ***All Committees and Commissions will be required to have bylaws. If they currently do not have bylaws, they will have 90 days from the adoption of the final policy to create and have their bylaws adopted by the Board of Supervisors.***

RESULT: DIRECTION GIVEN

K. Board Information

Information received.

L. Adjournment

3:27 PM Chair Long adjourned the meeting in memory of Norman Hinson, and advised that the next meeting will be held on September 15th.

Respectfully submitted,
René LaRoche
Clerk of the Board
Danielle Bondshu
Deputy Clerk of the Board II
Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Aug 24, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

Building · 209-966-3934

RESOLUTION - ACTION REQUESTED 2021-505

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Debra Willis, Sr. Development Services Coordinator

RE: Approve a 3-Year Professional Service Agreement with Interwest Consulting Group

---

RECOMMENDATION AND JUSTIFICATION:
Approve Three Year Professional Services Agreement with Interwest Consulting Group to Assist the Building Department with Plan Checking Services in an Amount Not to Exceed $33,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has approved similar agreements with Consulting Companies in the past to ensure the level of service to the public is maintained. This agreement is a change to a three year contract rather than a one year, department Head approved contract as it has been for the past three years.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve; There could be a delay for Plan Checking Services in the Building Department resulting in reduced service level to the public and slow down the permit process significantly.

FINANCIAL IMPACT:
Funding for Professional Services Agreement is in the approved budget for 2021-2022. There will be no impact to the General Fund.

ATTACHMENTS:
Mariposa County PSA redline 6.30.21(PDF)

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

REF ID# 12101

Attachment: Mariposa County PSA redline 6.30.21 (RES-2021-505 : Approve a 3-Year Professional Service Agreement with Interwest Consulting

AGREEMENT FOR PLAN CHECK 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 _Interwest Consulting Group_ ("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 be for a period of three (3) years, commencing on July 1, 2021 through and including June 30, 2024. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The Building Director or his/her designee is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform Plan Checking 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

The maximum compensation payable to Contractor under this Agreement is Eleven Thousand Dollars ($11,000.00) per fiscal year up to a maximum compensation of Thirty-Three Thousand Dollars ($33,000.00) for the entire term of the contract. Contractor's hourly rates

are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

(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.

Attachment: Mariposa County PSA redline 6.30.21 (RES-2021-505 : Approve a 3-Year Professional Service Agreement with Interwest Consulting

Attachment: Mariposa County PSA redline 6.30.21 (RES-2021-505 : Approve a 3-Year Professional Service Agreement with Interwest Consulting

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: Except for Professional Liability and Workers' Compensation, 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.

(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 third party liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any negligent 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 negligence of willful acts.

Contractor shall provide County with legal counsel for any indemnity claim defense. County shall be entitled to participate in, but not control, the defense of any indemnity claim and to employ counsel of its choice for such purpose; provided, however, that such employment shall be at the County's own expense.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

a. County will not withhold FICA (Social Security) from Contractor's payments;

Attachment: Mariposa County PSA redline 6.30.21 (RES-2021-505 : Approve a 3-Year Professional Service Agreement with Interwest Consulting

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.

Attachment: Mariposa County PSA redline 6.30.21 (RES-2021-505 : Approve a 3-Year Professional Service Agreement with Interwest Consulting

Attachment: Mariposa County PSA redline 6.30.21 (RES-2021-505 : Approve a 3-Year Professional Service Agreement with Interwest Consulting

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, such written consent shall not be unreasonably withheld

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:
INTERWEST CONSULTING GROUP
Paul Meschino, V.P. of Operations
1171 W. Shaw Ave., #100
Fresno, CA 93711

COUNTY:
Chair, Board of Superisors
County of Mariposa
PO Box 1268
Mariposa, CA 95338
Fax (209) 742-5024

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

Attachment: Mariposa County PSA redline 6.30.21 (RES-2021-505 : Approve a 3-Year Professional Service Agreement with Interwest Consulting

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.

Attachment: Mariposa County PSA redline 6.30.21 (RES-2021-505 : Approve a 3-Year Professional Service Agreement with Interwest Consulting

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

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

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

Attachment: Mariposa County PSA redline 6.30.21 (RES-2021-505 : Approve a 3-Year Professional Service Agreement with Interwest Consulting

Attachment: Mariposa County PSA redline 6.30.21 (RES-2021-505 : Approve a 3-Year Professional Service Agreement with Interwest Consulting

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
_____	_____
Marshall Long , Chair Board of Supervisors	Paul Meschino Vice President of Operations
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Mariposa County PSA redline 6.30.21 (RES-2021-505 : Approve a 3-Year Professional Service Agreement with Interwest Consulting

Exhibit A
SCOPE OF WORK

Interwest Consulting Group will provide professional services for the review of proposed building plans and documents in conformance with regulations contained in the State-mandated building, plumbing, mechanical and electrical codes, as those codes are amended by the County; State laws governing access to buildings by disabled persons and energy conservation and to perform additional work when requested by County and agreed upon by both parties.

I. PLAN CHECKING SERVICES:

In providing plan review services, CONTRACTOR will do the following:

Item 1. Perform traditional initial plan review of submitted documents to determine compliance with the county-adopted:

California Building Code
California Plumbing Code
California Mechanical Code
California Electrical Code
California State, Title 24 (Energy Conservation and Disabled Access Regulations.)
Noise Attenuation, if applicable

Item 2. Provide the applicant (or his designee) and the COUNTY, a typed list of items needing clarification or change to achieve conformance with the above regulations. In addition, provide the Building Department with technical support on as-needed basis.

Item 3. Perform all necessary liaison with the applicant's designee, either by telephone, mail, email or meeting (at Interwest office), and perform the necessary rechecks to achieve conformance to the regulations.

Item 4. Perform all necessary liaison with the Building Official or his designee, either by mail, telephone or in person.

Item 5. Perform plan reviews of revisions to plans and documents for which an Initial Review has been performed.

Exhibit B
COST PROPOSAL

The fee for Contractor's services will be calculated as follows:

1. Compensation for work performed under Items 1-5 of the Statement of Services shall be 75% of the plan check fee collected by the County or 50% of the building permit fee collected by the County.

2. Hourly rates, when applicable (sprinkler, fire alarm and hood suppression systems, changes to documents, review of deferred submittals, partial reviews, etc): $100.0 per hour (minimum one hour).

Attachment: Mariposa County PSA redline 6.30.21 (RES-2021-505 : Approve a 3-Year Professional Service Agreement with Interwest Consulting

MARIPOSA COUNTY

District Attorney/Victim Witness · (209) 966-3626

RESOLUTION - ACTION REQUESTED 2021-506

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Walter Wall, District Attorney

RE: MOU Between Mariposa County Health and Human Services, Mariposa Probation Dept., Alliance and MCSD

RECOMMENDATION AND JUSTIFICATION:

Approve a Memorandum of Understanding (MOU) Between Mariposa County Health and Human Services Agency, Mariposa County Probation Department, Mariposa County Sheriff's Office and the Alliance for Community Transformations to Work Together Toward the Mutual Goal of Addressing the Gaps in Victim Services in Mariposa County; and Authorize the Mariposa County Administrative Officer to Sign the MOU.

Mariposa County Health and Human Services Agency, Mariposa County Probation Department, Mariposa County Sheriff's Office and the Alliance for Community Transformations have worked together since the implementation of the County Victim Services Grant was implemented in 2016. This MOU updates and replaces a previously signed and approved MOU that ran from January 1st, 2021 through December 31st, 2021, this new MOU runs January 1st, 2022 through December 31st, 2022.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved MOU's in the past between multiple county departments and community agencies and typically approves contracts and MOU's of this nature based on the fact that there are no local resources to facilitate the services within the county.

The Board approved the previous MOU between these entities in Resolution No. 2020-609.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If not approved Mariposa County District Attorney's Office and other entities will be unable to move forward with the collaborative work as outlined in the MOU.

FINANCIAL IMPACT:
There will be no financial impact.

REF ID# 12111

ATTACHMENTS:
MOU-XC21 04 0220 (PDF)

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

Office of the
MARIPOSA COUNTY
DISTRICT ATTORNEY

Assistant District Attorney
ROBERT T. IWAMA

Deputy District Attorney
ELIZABETH E. WALDOW

Deputy District Attorney
MICHAEL MCAFEE

Chief Investigator
JOSH KEHELEY

Legal Executive Assistant
CATHERINE CHASE

Victim Witness Services Supervisor
JESSICA L. MIMNAUGH

District Attorney
WALTER W. WALL

MEMORANDUM OF UNDERSTANDING BETWEEN

Mariposa County District Attorney's Office
AND
Mariposa County Health and Human Services Agency
AND
Mariposa County Sheriff's Office
AND
Mariposa County Probation Department
AND
Alliance for Community Transformations

This Memorandum of Understanding (MOU) stands as evidence that the aforementioned agencies intend to work together toward the mutual goal of addressing the gaps in victim services in Mariposa County. All agencies believe that the implementation of this MOU, as described herein, will further this goal. To this end, each agency agrees to participate in coordinating/providing the following services throughout the duration of the California Office of Emergency Services Victim Services (XC) Program Grant.

Mariposa County District Attorney's Office agrees to:

- Fund Victim Witness Advocates at 1.80 FTE to travel as needed to all parts Mariposa County and to provide Victim Witness Services to all victims of crime in Mariposa County
- Provide resources for transportation for victims and witnesses of crime in Mariposa County. Providing transportation resources for medical appointments, mental health appointments, and other crime-related transportation needs the victim or witness may have.
- Refer victims of crime to services in Mariposa County, including the Sheriff's Office, the Probation Department, and programs under the Alliance for Community Transformations umbrella.
- Refer victims in need of mental health services to appropriate resources within the Mariposa County Department of Health and Human Services.
- Convene steering committee meetings to ensure that community partners are aware of the resources and available services for victims of crime.
- Enter into sub-award agreements with the following entity for the period of January 1, 2022-December 31, 2022 with:
    - The Mariposa County Health and Human Services Agency to provide office space for North County Victim Witness Services.

Mariposa County Health and Human Services agrees to:

Attachment: MOU-XC21 04 0220 (RES-2021-506 : MOU Between Mariposa County Health and Human Services, Mariposa Probation Dept.,

- Provide office space in the Coulterville Human Services building, as needed as an in-kind service.
- Refer victims of crime to the Mariposa County District Attorney's Office for resources and assistance through the criminal justice process and/or the California Victim Compensation Board Application.
- Refer victims of crime to the Victim Witness Program for assistance with transportation.
- Attend steering committee meetings to ensure the progress on the grant and confer to update the committee on any new resources/opportunities for victims of crime in Mariposa County.

Mariposa County Sheriff's Office agrees to:

- Refer victims of crime to the Mariposa County District Attorney's Office for resources and assistance through the criminal justice process and/or the California Victim Compensation Board Application.
- Refer victims of crime to the Victim Witness Program for assistance with transportation.
- Attend steering committee meetings to ensure the progress on the grant and confer to update the committee on any new resources/opportunities for victims of crime in Mariposa County.

Mariposa County Probation Department agrees to:

- Refer victims of crime to the Mariposa County District Attorney's Office for resources and assistance through the criminal justice process and/or the California Victim Compensation Board Application.
- Refer victims of crime to the Victim Witness Program for assistance with transportation.
- Attend steering committee meetings to ensure the progress on the grant and confer to update the committee on any new resources/opportunities for victims of crime in Mariposa County.

Alliance for Community Transformations agrees to:

- Refer victims of crime to the Mariposa County District Attorney's Office for resources and assistance through the criminal justice process and/or the California Victim Compensation Board Application.
- Refer victims of crime to the Victim Witness Program for assistance with transportation.
- Attend steering committee meetings to ensure the progress on the grant and confer to update the committee on any new resources/opportunities for victims of crime in Mariposa County.

We, the undersigned, as authorized representatives of the abovementioned agencies do hereby approve this MOU for the period of January 1, 2022 through December 31, 2022.

Mariposa County District Attorney's Office	**Mariposa County Health and Human Services Agency**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name

Attachment: MOU-XC21 04 0220 (RES-2021-506 : MOU Between Mariposa County Health and Human Services, Mariposa Probation Dept.,

Mariposa County Sheriff's Office

Signature

Printed Name

Mariposa County Probation Department

Signature

Printed Name

Alliance for Community Transformations

Signature

Printed Name

Mariposa County Administrative Officer

Signature

JAY D. KIMBLE

APPROVED AS TO FORM:

STEVEN. W. DAHLEM
County Counsel

Attachment: MOU-XC21 04 0220 (RES-2021-506 : MOU Between Mariposa County Health and Human Services, Mariposa Probation Dept.,

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-507

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment - Today is a New Day Recovery Home Agreement 2021

RECOMMENDATION AND JUSTIFICATION:
Approve First Amendment with Today is a New Day Recovery Home for residential recovery services to increase the amount by $1,000 for a new amount not to exceed $130,600; and authorize the Board of Supervisors Chair to sign the Amendment.

Mariposa County does not operate residential recovery facilities and therefore contracts for such services. There is a need for residential sober living support for those individuals who desire help but cannot stay clean and sober through other means of support, such as utilization of groups offered in the recovery community, traditional counseling services, and Heritage House. Service requirements were greater than anticipated, resulting in this request for additional funding to the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement for Today is a New Day Recovery Home was approved by the Board of Supervisors on February 25, 2020 by Resolution 2020-89.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this amendment is not approved, The County would be delinquent in meeting its financial obligations and increase the risk of HHSA not being able to provide this service to its clients.

FINANCIAL IMPACT:
This contract will be paid with Substance Abuse Prevention and Treatment funds (SAPT) within the FY20/21 Alcohol & Drug budget unit 001-0403 and fund transfers from Probation for Probation Clients. There is no impact to the County General Fund.

ATTACHMENTS:
First Amendment - Today Agreement 2021 Wcsignature (PDF)
Today Is A New Day Agreement 2021 - Wsignatures (PDF)

REF ID# 12081

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

FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL RECOVERY SERVICES

FIRST AMENDMENT TO AGREEMENT FOR RESIDENTIAL RECOVERY 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 Today Is A New Day Recovery Home, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated February 25, 2020, wherein **Contractor** agreed to provide residential recovery 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 2, "COMPENSATION," is hereby amended to provide that an additional $1,000 will be added to the original amount of $129,600, making the total compensation paid to Contractor the not to exceed amount of $130,600.

Except as herein amended, the Agreement dated February 25, 2020 shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to June 30, 2021. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30, 2021, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA

_____
Marshall Long, Chair
Board of Supervisors

CONTRACTOR

_____
Jerry Johnson, Owner
Today Is A New Day Recovery Home

COUNTERSIGNED:
(Government Code §25103)

_____
Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Last Revised: 3/31/2021

Attachment: First Amendment - Today Agreement 2021 Wcsignature (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2020-89

MEETING: February 25, 2020

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: Today is a New Day Recovery Home Agreement to Provide Residential Care for Substance Abuse Clients

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Today is a New Day Recovery Home to provide residential recovery services for substance abuse clients referred by Mariposa County Health and Human Services and Mariposa County Probation in an amount not to exceed $129,600; and authorize the Board of Supervisors Chair to sign the Agreement.

Mariposa County does not operate residential recovery facilities and therefore contracts for such services. There is a need for residential sober living support for those individuals who desire help but cannot stay clean and sober through other means of support, such as utilization of groups offered in the recovery community, traditional counseling services, and Heritage House.

The Agreement will be with Health and Human Services Agency (**HHSA**), in partnership with the Probation Department. The Probation Department will pay HHSA $1800 per month for individuals that are placed by the Probation Department. In the scenario where all five reserved beds are not fully utilized, HHSA and the Probation Department will split the cost of each unfilled held bed ($900 per month per each unfilled bed for each organization). Probation will make quarterly transfers to HHSA upon invoice.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The current agreement for Today is a New Day Recovery Home was approved by the Board of Supervisors on May 21, 2019 by Resolution 2019-263.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The need for residential care for substance abuse clients is projected to remain strong for FY2020-21. If this agreement is not approved, HHSA may not be able to provide this service to its clients.

FINANCIAL IMPACT:
This contract will be paid with Substance Abuse Prevention and Treatment funds (SAPT) within the FY20/21 Alcohol & Drug budget unit 001-0403 and fund

Attachment: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

Resolution - Action Requested 2020-89

transfers from Probation for Probation Clients. There is no impact to the County General Fund.

ATTACHMENTS:
Today Is A New Day Agreement 2021 - Wcsignature (PDF)

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

Attachment: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

RES. NO. 20-89

AGREEMENT FOR RESIDENTIAL RECOVERY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of Feb., 2020 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Today Is A New Day Recovery Home ("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, 2020 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform residential recovery 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 $129,600. The Contractor's rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) 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: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

(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 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 Contractor's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The 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 the 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 the 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, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the 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 notice to the 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 the 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 the 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 the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability

Attachment: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

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 the County.

(7) Verification of Coverage: Contractor shall furnish the 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 the County 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 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

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
Today Is A New Day
Recovery Home
9985A Ernst Road
Coulterville, CA 95311

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

11. COMPLIANCE

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

Attachment: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and County of Mariposa Health and Human Services Agency. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 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.

16. NO WAIVER

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

Attachment: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

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

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

Attachment: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

Attachment: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

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

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

such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

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

COUNTY OF MARIPOSA

Kevin Cann, Chair
Board of Supervisors

CONTRACTOR

(Signature)

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

Exhibit A
SCOPE OF WORK

Today is a New Day Recovery home will provide two sober living homes, one for men and one for women. The services provided to participants will include:

- Peer Counseling
- Family Support
- Referrals to Community Partners
- Drug Court Support
- AA Meetings
- 12 Step Study
- Spiritual Recovery
- Life Skills Training and Support
- Anger Management Classes
- Hygiene Needs
- All Meals and Snacks
- Transportation to Mariposa twice per week
- Employment and Education Support
- Learning to work with animals
- An opportunity to learn job skills in various fields
- Clean and sober family oriented residential home
- Coordination of Care with Probation and Human Services

The CONTRACTOR shall provide the COUNTY's copy of statistical reports that are submitted to the state, federal, and local agencies for compliance or reimbursement purposes. CONTRACTOR will:

- Complete a system audit annually utilizing monitoring tool

- Train all staff policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions in accordance with 42 CFR and HIPAA

- Use only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

- Notify the County of verified breaches (as defined by the HITECH Act)

Contract Termination

Services provided by the contractor will not relocate or reduce without notification to the MCBHRS and approved by the Department of Health Care Services.

Security Breaches
All security breaches will be reported immediately to the Quality Assurance unit with MCBHRS.

Attachment: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

A. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

D. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

E. Debarment and Suspension

Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

F. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

G. Health Insurance Portability and Accountability Act (HIPAA) of 1996

Attachment: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.

1. Trading Partner Requirements

   a. No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

   b. No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

   c. No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

   d. No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly

Attachment: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services

5. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

H. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

I. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in Title 9, CCR, Division 4, Chapter 8, (Document 3H).

J. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

K. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

L. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.

Attachment: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

M. Trafficking Victims Protection Act of 2000

Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

N. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, survey Tribal representatives for insight in potential barriers, the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area, and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

O. Youth Treatment Guidelines

Contractor must comply with the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to be incorporated into this Contract.

P. Perinatal Services Network Guidelines

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines. The Perinatal Services Network Guidelines are attached to this contract as Document 1G, incorporated by reference. The Contractor must comply with the current version of these guidelines until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this Contract shall not require a formal amendment.

Contractor receiving SABG funds must adhere to the Perinatal Services Network Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

Q. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Attachment: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

R. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

S. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 — 6107), which prohibits discrimination on the basis of age.

4. Age Discrimination in Employment Act (29 CFR Part 1625).

5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A — E).

T. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

Attachment: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No state or federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

U. Additional Contract Restrictions

1. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

V. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to:

(a) materials explaining services available to the public,

(b) language assistance,

(c) language interpreter and translation services, and

(d) video remote language interpreting services.

W. Subcontract Provisions

Contractor shall include all of the foregoing general provisions in all of its subcontract.

Attachment: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

Exhibit B
COST PROPOSAL

Compensation

Today is a New Day Recovery Home will be paid a monthly rate of $9,000 (Annual rate of $108,000) to secure 5 beds in the sober living homes, inclusive of all services provided and outlined in Exhibit A. If the County does not fill all five beds they shall either remain open for future enrollment for County referrals, or sold back to the program at the daily rate of $60.00 per day or $1,800 per month, if filled by a participant not referred by the County. In the event that additional beds beyond the five are needed by the County, a daily rate of $60.00, prorated when appropriate, or a monthly fee of $1,800 per person will be paid to the Program.

The Contract will be with Health and Human Services, in partnership with the Probation Department. The Probation Department will pay Health and Human Services $1,800 per month for individuals that are placed by the Probation Department. In the scenario where all five reserved beds are not fully utilized, the Health and Human Services Agency and Probation Department will split the cost of each unfilled held bed ($900 per month per each unfilled bed for each Department). Probation will make quarterly transfers to Health and Human Services upon invoice.

The rates may fluctuate up to 10% based on state rate effective on the date of services.

Attachment: Today Is A New Day Agreement 2021 - Wsignatures (RES-2021-507 : First Amendment - Today is a New Day Recovery Home

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-508

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Contract with CF Merced LLC for Inpatient Residential Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with CF Merced LLC for Psychiatric Hospitalizations in an Amount Not to Exceed $60,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County does not operate inpatient residential facilities and therefore contracts for such services. CF Merced LLC is a locked residential facility that is used to house clients who require a higher level of care than is provided at a Board and Care or a private residence.

The County does not use this facility often, but it is important to keep this agreement in place to insure the availability of a bed when a crisis arises. Having an existing agreement guarantees the County a negotiated rate. This agreement is at no cost unless the County uses a bed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement for this facility was approved by the Board on August 25, 2020 by Resolution Number 2020-517.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, the placement options available to the Health and Human Services Agency would be limited. Without an agreement in place, finding an open bed for this level of care could be more difficult, and the costs could increase.

FINANCIAL IMPACT:
This contract will continue to be paid by realignment revenue within the Behavioral Health budget unit 1001-402. There is no impact on the General Fund.

ATTACHMENTS:
CF Merced Agreement 2022v2 (PDF)

REF ID# 12120

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

Attachment: CF Merced Agreement 2022v2 (RES-2021-508 : Approve Contract with CF Merced LLC for Inpatient Residential Services)

AGREEMENT FOR INPATIENT RESIDENTIAL 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 CF Merced, LLC (dba Merced Behavioral Center) ("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, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform inpatient residential 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 $60,000. Contractor's rates are listed in Exhibit B, "Cost Proposal." 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.

(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 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: CF Merced Agreement 2022v2 (RES-2021-508 : Approve Contract with CF Merced LLC for Inpatient Residential Services)

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 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

Attachment: CF Merced Agreement 2022v2 (RES-2021-508 : Approve Contract with CF Merced LLC for Inpatient Residential Services)

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:
CF Merced, LLC
Dba Merced Behavioral Center
1255 "B" Street
Merced, CA 95341

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338

Attachment: CF Merced Agreement 2022v2 (RES-2021-508 : Approve Contract with CF Merced LLC for Inpatient Residential Services)

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 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: CF Merced Agreement 2022v2 (RES-2021-508 : Approve Contract with CF Merced LLC for Inpatient Residential Services)

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: CF Merced Agreement 2022v2 (RES-2021-508 : Approve Contract with CF Merced LLC for Inpatient Residential Services)

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

Attachment: CF Merced Agreement 2022v2 (RES-2021-508 : Approve Contract with CF Merced LLC for Inpatient Residential Services)

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
_____	_____
Marshall Long, Chair Board of Supervisors	Kelly Stephens. Chief Financial Officer CF Merced, LLC
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: CF Merced Agreement 2022v2 (RES-2021-508 : Approve Contract with CF Merced LLC for Inpatient Residential Services)

Exhibit A
SCOPE OF WORK

Residential care in a locked Psychiatric Skilled Nursing Facility provided by CF Merced LLC, dba Merced Behavioral Center located at 1255 B Street, Merced, CA 95340. Treatment services to include daily needs: food, bed, monthly barber, hairstyling services, basic hygiene products. Special needs: activities, nursing services, special treatment program to provide a structured educational living environment which provides for each residents psycho social needs.

Services and Personnel

CONTRACTOR shall provide psychiatric inpatient services to COUNTY beneficiaries who are authorized for services by COUNTY.

Services shall be provided to beneficiaries of COUNTY in a manner prescribed by the laws of the State of California and in accordance with the rules and regulations of relevant Federal regulations.

All personnel rendering services shall be employed by or under contract with Contractor. They shall be members of Contractor inpatient professional staff. The services shall be provided under the direction of the Contractor Facility Director and shall meet appropriate professional standards.

Progress Notes and Discharge

Contractor shall notify County of the proposed discharge date of all persons served under this Agreement.

In a timely manner and as mutually agreed upon, the CONTRACTOR shall provide to the COUNTY "Case Progress Summarization Notes" and a copy of the Discharge Summary for each client including any mental health assessments and diagnosis. Prior to discharge, the CONTRACTOR shall contact the COUNTY's assigned Hospital Liaison by phone, secure email or secure fax for coordination and consultation purposes. Secure fax number is 209 742-0996 and phone is 209 966-2000. Client records shall include enough information for an evaluation of services provided.

Protected Health Information (PHI)

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.

Attachment: CF Merced Agreement 2022v2 (RES-2021-508 : Approve Contract with CF Merced LLC for Inpatient Residential Services)

CONTRACTOR will train all staff on policies and procedures regarding PHI as necessary and appropriate for them to carry out their functions. Only encrypted PHI as specified in the HIPAA Security Rule be disclosed via email. Unsecured PHI will not be disclosed via email.

Contractor will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:
HIPAA / 45 C.F.R. Parts 160 and 164
LPS / W&I Codes Sections 5328-5328.15
45 C.F.R. Part 2
HITECH Act 42. U.S.C. Section 17921 et. seq.
CMIA Ca Civil Code 56 through 56.37
Title 9, CCR Section 1810.370(a)(3)

Security Breaches

All security breaches will be reported immediately to the Quality Assurance unit and DHCS via phone, fax, or mail with in 48 hours.(as defined by the HITECH Act)

Outgoing Patient Policy

CONTRACTOR agrees to prescribe 30 day supply of required medication to HHSA clients upon discharge from Contractor's facility.

CONTRACTOR shall actively coordinate follow up services with the COUNTY including coordination of the proposed discharge date of all persons served under this Agreement.

CONTRACTOR shall participate in concurrent reviews including phone consultation and provision of current status and progress notes. Failure to participate in concurrent review may result in a determination of not meeting medical necessity and denial of claimed day.

Attachment: CF Merced Agreement 2022v2 (RES-2021-508 : Approve Contract with CF Merced LLC for Inpatient Residential Services)

Exhibit B
COST PROPOSAL

Daily Rate: $212.11

Patch Rate: $250.00

Bed Hold Rate: $203.47
(Does not include medication, medical doctor visits, psychiatric visits, or other ancillary services.)

The Daily Rate will change during the contract period when the State of California updates the rates and is effective on the date of service. The total amount of the contract is not to exceed $60,000.

The Patch Rate may be changed for certain clients with severe needs subject to concurrent review and mutual agreement of County and Contractor. Contractor will coordinate weekly reviews with County staff.

Attachment: CF Merced Agreement 2022v2 (RES-2021-508 : Approve Contract with CF Merced LLC for Inpatient Residential Services)

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-509

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Kings View Corporation MIS Agreement with Health and Human Services Agency

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RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Kings View Corporation to Provide Electronic Health Record Information System Technical Support and All Pay Sources Billing Services to Health and Human Services Agency (HHSA) in an Amount Not to Exceed $172,039; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Kings View provides extensive support and hosting of the Anasazi Electronic Health Record Information System that is essential to the operation of Mariposa County HHSA's Health Services division. It is more cost efficient for the County to contract with Kings View to support the Anasazi system than attempt to duplicate their services. The costs for additional qualified Information Technology (IT) personnel, information security, and equipment would exceed the costs of this contract.

HHSA Behavioral Health is transitioning to a new Electronic Health Record Information System (EHR) "InSync." The purchase was approved by the Board on December 10, 2019 by Resolution 2019-692. The InSync system has been used for our services data entry since August 2020 and in the future; however, our legacy data hosting and other supports during InSync development are provided by Kings View. HHSA wishes to continue the agreement with Kings View until the InSync development is complete and the hosting of legacy data is resolved. Legacy data must be retained at least 7 years for audits.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement was approved by the Board on July 28, 2020 by Resolution 2020-445. The Agency has contracted with Kings View for these services since 2004.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved, the Health Services division would be without historical information required for the electronic health record transition and for audits and would be unable to complete any final billing associated with these services.

FINANCIAL IMPACT:

The cost of this agreement is spread over three or more budget units (Behavioral Health, Alcohol & Drug, and Mental Health Services Act, etc.) based on number of staff assigned to each unit and is incorporated in the FY21-22 budget. There is no impact to the General Fund.

ATTACHMENTS:
Kingsview EHRS Contract - Mariposa FY 2021-2022 Rev C 083121 (PDF)

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

Attachment: Kingsview EHRS Contract - Mariposa FY 2021-2022 Rev C 083121 (RES-2021-509 : Kings View Corporation MIS Agreement with

Agreement between Mariposa County and Kings View Professional Services for Electronic Health Record Information System and All Pay Sources Billing Services

This Agreement is made and entered into on the date of signature, by and between KINGS VIEW PROFESSIONAL SERVICES, a California corporation, hereinafter referred to as "CONTRACTOR", and the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS

A. CONTRACTOR is a California corporation and provides computerized management information services and support, other management consulting services and assistance with billing of all pay sources.

B. COUNTY desires to increase access to Behavioral Health management information services in an efficient and cost effective manner and, therefore, desires to contract with CONTRACTOR, and CONTRACTOR desires to provide such services to COUNTY, pursuant to the terms and subject to the conditions contained herein.

AGREEMENT

NOW, THEREFORE, in view of the foregoing and for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **PURPOSE**. COUNTY desires to procure Electronic Health Record System (EHRS) support services and assistance with billing of all Pay Sources from CONTRACTOR as described in Exhibit A – Electronic Health Records System (EHRS) Support Scope of Services attached hereto and incorporated by reference herein, and CONTRACTOR agrees to provide the services set forth in Exhibit A – EHR Support Scope of Services for the compensation and on the terms and conditions set forth herein.

2. a. **TERM.** This Agreement shall become effective July 1, 2021 through June 30, 2022 and shall continue in full force and effect for one (1) year from this Effective Date, subject to earlier termination as provided in this Agreement.

b. **Non-appropriation of funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this contract, insufficient funds are appropriated to make the payments called for by this contract, this contract shall be of no

further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this contract and Contractor shall not be obligated to perform any further services under this contract. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this contract with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

3. **COMPENSATION.**

Total compensation for the period of this Agreement shall not exceed $172,039,as set forth in the following sections (a, b, c).

a. COUNTY agrees to pay CONTRACTOR for the services provided by CONTRACTOR hereunder the amounts as set forth in Exhibit B, Compensation, attached hereto and incorporated by reference herein. Payment of 1/12th the total for Annual Services amount will be due and payment on the first day of each month commencing with the Effective Date of the contract.

b. CONTRACTOR will provide COUNTY with documentation from EHRS Community Behavioral Health Software supporting annual Version Rights and Support costs as shown in Exhibit C – Annual EHRS Community Behavioral Health Software Support Agreement will be due and payment on the first day of each month commencing with Effective Date of Contract. It is understood by COUNTY and CONTRACTOR that EHRS Community Behavioral Health Software's Version Rights and Support is a pass-through which CONTRACTOR pays to EHRS Software with no markup. EHRS Community Behavioral Health Software Version Rights and Supports can increase each year. EHRS will provide an annual cost update. COUNTY and CONTRACTOR agree that the contract will be amended to incorporate any increase in annual software version rights costs.

c. COUNTY agrees to pay Contractor for onsite services as set forth in Exhibit D – Onsite Implementation & Training Services in an amount not to exceed $3,000 during the term of this agreement. CONTRACTOR will invoice COUNTY for all lodging, travel and per diem expenses associated with on-site services. Contractor must

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submit copies of original receipts for reimbursement of travel expenses.

d. COUNTY has the option during the term of the contract to migrate to Credible EHRS as outlined in Exhibit E-1 through E-3.

4. **INSURANCE.**

a. CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the COUNTY as may be required by the COUNTY. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor's insurance shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the COUNTY for all of the following insurance policies:

i. **Worker's Compensation** - in compliance with the laws and statutes of the State of California.

ii. **General Liability** - insurance with a minimum limit of liability per occurrence of One Million and No/100 Dollars ($1,000,000). This insurance shall indicate on the certificate of insurance the preceding coverage's and indicate the policy aggregate limit applying to premises and operations and broad form contractual.

iii. **Automobile Liability** - insurance with a minimum limit of liability per occurrence of One Million and No/100 Dollars ($1,000,000) for bodily injury and $100,000 for property damage. This insurance shall cover bodily injury and property damage, owned automobiles, and non-owned automobiles.

iv. **Professional Liability**: If CONTRACTOR or any of its officers, agents, employees, volunteers, contractors or

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subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, CONTRACTOR shall procure and maintain in force throughout the duration of this Contract a professional liability insurance policy with a minimum coverage level of One Million and No/100 Dollars ($1,000,000.00), or as determined in writing by COUNTY'S Risk Management Department.

v. CONTRACTOR'S insurance policy (ies) shall be placed with insurer(s) with acceptable Best's rating of A: VII.

b. CONTRACTOR agrees to furnish COUNTY with a copy of an Endorsement to CONTRACTOR'S liability insurance policy naming COUNTY as an additional insured, in the amount at least $1,000,000 combined single limit coverage.

c. CONTRACTOR during FY 2021-2022 agrees to furnish COUNTY certificate of Cyber Liability Insurance. COUNTY will be listed as a named covered entity.

5. **RESPONSIBILITIES OF COUNTY.** During the term of this Agreement, COUNTY shall have the obligation to:

a. Cooperate with CONTRACTOR. COUNTY shall cooperate with CONTRACTOR by timely and accurately providing all information required by CONTRACTOR for the delivery of the EHRS and billing of all Pay Sources Services pursuant to this Agreement.

b. COUNTY, at its sole cost and expense, shall provide all equipment necessary for the installation, operation and maintenance of on-site information management and control, including communications equipment compatible with CONTRACTOR'S equipment. Included in the equipment to be provided by COUNTY shall be cabling, personal computers, server, a router, and a dedicated line for connection with CONTRACTOR'S information system.

6. **WARRANTIES.**

a. Limited Warranty. CONTRACTOR makes the following representations and warranties with respect to the Software Products to be utilized in the performance of the services hereunder.

(i) The Software Products do not infringe any U.S. or international copyright or trade secret, or, to the knowledge of

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CONTRACTOR, any patent right or other Intellectual Property right of any third party.

(ii) The Software Products do not, at the time of delivery to COUNTY, contain any malicious software such as a virus, worm, Trojan horse detectable by currently available utilities nor do the Software Products contain any encoded or embedded serial number, time-out or any similar or dissimilar disabling device or characteristic, and that no such device or characteristic will be contained in any future Software Products made available by CONTRACTOR.

(iii) The Software Products will, in all material respects, operate properly in conjunction and concurrent with the software listed as required third party technologies in the agreement. This warranty does not extend to the operation of the Software Products in conjunction with other software applications. It is understood that the third party technologies required to operate Enhancements or New Versions of the Software Products may change over time.

(iv) CONTRACTOR'S warranties do not apply to: (i) any copy of the Software Products modified by any Person or Organization other than CONTRACTOR or an authorized representative of CONTRACTOR; (ii) use of the Software Products other than in accordance with the most current Documentation; (iii) failures caused by defects, problems, or failures in selection, installation, or configuration of COUNTY Equipment; (iv) failures caused by defects or problems with software applications other than the Software Products; (v) failures caused by conflicts with software applications not listed as required third party technologies in the agreement; (vi) failures caused by any Internet Services Provider; (vii) failures caused by malicious software; or (viii) failures caused by negligence or malicious conduct of COUNTY or its designees or any Person or Organization except CONTRACTOR or an authorized representative of CONTRACTOR.

(v) CONTRACTOR makes no warranty: (i) that the functions performed by the Software Products will meet COUNTY'S requirements or achieve the results desired by COUNTY or will operate in the combinations that may be selected for use by COUNTY; (ii) that the operation of the Software Products will be error free in all circumstances; (iii) that all defects in the Software Products that would not constitute a Material Breach

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will be corrected; nor (iv) that the operation of the Software Products will not be interrupted for a short period of time by reason of a defect therein or by reason of fault on the part of CONTRACTOR.

b. Disclaimer:

Except as specifically set forth in this agreement and the exhibits hereto, CONTRACTOR makes no representations or warranties, whether written or oral, express or implied, with respect to the subject matter of this agreement or exhibit to this agreement, and CONTRACTOR hereby disclaims all other representations and warranties, including any implied warranties or merchantability or implies warranties of fitness or suitability for a particular purpose, (whether or not CONTRACTOR knows, has reason to know, has been advised, or is otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in trade, or by course of dealing. In addition, CONTRACTOR expressly disclaims any warranty or representation to any person or organization other than COUNTY with respect to the software products or any part thereof.

7. **LIMITATION OF LIABILITY.**

In no event will CONTRACTOR be liable for any loss of revenue, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages of any kind directly connect with COUNTY'S use or misuse of the software products, failure to comply with CONTRACTOR"S requirements or the delivery of the services to be provided under this agreement or its exhibits. It is understood that such software products will be used in the delivery of clinical services and administration of human service programs, and it is agreed that responsibility for all decisions relating to the provision of treatment, payment of benefits and allocation of resources are the responsibility of COUNTY and not the responsibility of CONTRACTOR.

8. **INDEMNIFICATION**

a. **General Indemnification for COUNTY**. CONTRACTOR shall hold the COUNTY, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any

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and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of CONTRACTOR, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.

b. **General Indemnification for CONTRACTOR**. COUNTY shall hold CONTRACTOR, its agents, officers, employees, and volunteers harmless from, save, indemnify, and defend the same against, any and all claims, and damages for injury to person or property, and related costs and expenses (including reasonable attorney's fees), arising out of any act or omission of COUNTY, its agents, officers, employees, or volunteers, during the performance of its obligations under this AGREEMENT.

c. **Indemnification of Intellectual Property.** Subject to the limitations of this Paragraph 8c and Paragraph 7 of this Agreement, CONTRACTOR shall indemnify and hold COUNTY, its agents and employees harmless from any loss, damage or liability for infringement of any United States patent right, copyright, trade secret or any other proprietary right with respect to the use of the items delivered hereunder, provided CONTRACTOR is promptly notified in writing of any suit or claim against COUNTY and provided further that COUNTY permits CONTRACTOR to defend, compromise or settle the same and gives CONTRACTOR all available information, assistance and authority to enable CONTRACTOR to do so. CONTRACTOR indemnity as to use shall not apply to any infringement arising out of use in combination with other items where such infringement would not have occurred in normal use. This paragraph shall survive any expiration or termination of this Agreement.

i. If such materials are found to infringe, or in the reasonable opinion of CONTRACTOR are likely to be the subject of a claim, CONTRACTOR will, at its option:

1. obtain for the COUNTY the right to use such materials.
2. replace or modify the materials so they become non-infringing; or
3. if neither 1 or 2 is reasonably achievable, remove such materials and refund their net book value based on straight-line (equal year over year) depreciation with a salvage value of zero dollars over a five (5) year period commencing on the date the allegedly infringing item(s) were first delivered to the COUNTY.

Attachment: Kingsview EHRS Contract - Mariposa FY 2021-2022 Rev C 083121 (RES-2021-509 : Kings View Corporation MIS Agreement with

ii. CONTRACTOR has no obligation to the extent any claim results from:

1. modification of the materials other than at the direction of CONTRACTOR, or

2. Use of an allegedly infringing version of the materials, if the infringement could have been avoided by the use of a different version made available to the COUNTY.

This section states CONTRACTOR'S entire obligation to the COUNTY and the COUNTY'S sole remedy for any claim of infringement.

9. **NON DISCRIMINATION BY CONTRACTOR**. In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

10. **TERMINATION.**

a. COUNTY may terminate this Agreement by written notice in the event CONTRACTOR fails to perform its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. COUNTY may terminate the Agreement upon Ninety (90) days written notice to CONTRACTOR without cause.

b. CONTRACTOR may terminate this Agreement by written notice in the event COUNTY fails to perform any of its obligations under this Agreement, and such default is not cured within thirty (30) days after receipt of such written notice. CONTRACTOR may terminate the Agreement upon Ninety (90) days written notice to CONTRACTOR without cause.

Attachment: Kingsview EHRS Contract - Mariposa FY 2021-2022 Rev C 083121 (RES-2021-509 : Kings View Corporation MIS Agreement with

11. **INTELLECTUAL PROPERTY RIGHTS.**

a. The Software Products are protected by both United States copyright law and international copyright treaty provisions. EHRS retains sole and exclusive ownership of all right, title and interest in and to the Software Products and all Intellectual Property rights relating thereto.

b. It is expressly understood by COUNTY and CONTRACTOR that EHRS will retain the sole and exclusive ownership and intellectual property rights to any customized modifications or enhancements of the software products or any original software products created by EHRS for COUNTY or CONTRACTOR. Any such work will not be considered "work for hire" within the meaning of copyright law, even if COUNTY or CONTRACTOR pays EHRS to develop the enhancement or software product.

c. Except as authorized by this Agreement, COUNTY will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (1) sell, lease, license, sublicense, market, or distribute the Software Products anywhere in the world; (2) de-compile, disassemble, or reverse engineer the Software Products, in whole or in part; (3) write or develop any derivative work based upon the Software Products, Documentation or any Company Information; or (4) provide, disclose, divulge or make available to, or permit use of the Software Products by any third party, except as permitted by this Agreement or with EHRS's prior written consent.

12. **CONFIDENTIAL INFORMATION; TRADE SECRETS.**

a. The parties hereby acknowledge that their personnel may gain access to information that the other party deems to be confidential and/or proprietary information and which has commercial value in its business and is not in the public domain. "Confidential Information" means any and all proprietary business information of the disclosing party that does not constitute a Trade Secret (as hereafter defined), including any proprietary business information of which the receiving party becomes aware as a result of its access to and presence at the other party's facilities. "Trade Secrets" means information related to the business or services of the disclosing party or its affiliates, including without limitation the Software Products, its documentation and support materials which: (i) derives economic value, actual or potential, from not being generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts by the disclosing party or its affiliates that are reasonable under the circumstances to maintain its secrecy, including, without limitation, (a) marking any information

Attachment: Kingsview EHRS Contract - Mariposa FY 2021-2022 Rev C 083121 (RES-2021-509 : Kings View Corporation MIS Agreement with

reduced to tangible form clearly and conspicuously with a legend identifying its confidential or proprietary nature, (b) identifying any oral presentation or communication as confidential immediately before, during, or after such oral presentation or communication, or (c) otherwise treating such information as confidential. "Trade Secret" means, without limitation, any and all technical and non-technical data related to designs, programs, research, software file structures, flow charts, business rules embedded within Software Products, drawings, techniques, standards, Source Code and Object Code of the Software Products, the documentation, inventions, finances, actual or potential customers and suppliers, research, development, marketing, and existing and future products and employees of the disclosing party and its affiliates. "Company Information" means, collectively, the Confidential Information and Trade Secrets. Company Information also includes information that has been disclosed to any party by a third party which such party is obligated to treat as confidential, and all software tools, methodologies, documentation, business plans, product plans, and all related technical materials and enhancements and modifications thereto.

b. **Obligations.** COUNTY and CONTRACTOR will each use the same care to prevent disclosing to third parties the Company Information of the other as it employs to avoid disclosure, publication, or dissemination of its own information of the same nature, but in no event less than a reasonable standard of care. Without limiting the foregoing, no party will publicly disclose the terms of this Agreement without the prior written consent of the other party. Furthermore, except as contemplated by this Agreement, neither party will: (i) make any use of the other party's Company Information; (ii) acquire any right in or assert any lien against the other party's Company Information; (iii) disclose any Company Information to a third party except as permitted by this Agreement or with the written permission of the other party or (iv) refuse to promptly return, provide a copy of, or destroy the other party's Company Information upon request of the other party. COUNTY will reimburse Contractor for the cost of destruction of information maintained on backup tapes.

c. **Exclusions.** Notwithstanding the foregoing, this section shall not apply to any information that the receiving party can demonstrate: (i) was in the public domain at the time of disclosure to it; (ii) was published or otherwise became a part of the public domain, after disclosure to the receiving party, through no fault of its own; (iii) was in the possession of the receiving party at the time of disclosure to it from a third party who had a lawful right to such information and disclosed such information without a breach of duty owed to the disclosing party; or (iv) was independently developed by the receiving party without reference to the Company Information of the disclosing

Attachment: Kingsview EHRS Contract - Mariposa FY 2021-2022 Rev C 083121 (RES-2021-509 : Kings View Corporation MIS Agreement with

party. Further, either party may disclose the other party's Company Information to the extent required by law or by order of a court or governmental agency.

d. **Report of Unauthorized Use or Disclosure of Company Information.**

(i) Each party will immediately report to the other any use or disclosure of Company Information of the other that is not permitted by this Agreement or other written agreement of the parties.

(ii) COUNTY will not allow any person other than an Authorized User or EHRS or Contractor staff access to the Software Products or to use Company Information until that person has executed a written agreement with EHRS holding that person to the same requirements as this part 9 and COUNTY has been notified by EHRS that this Agreement has been executed and that the Person has permission to access and use the EHRS Company Information to support COUNTY. Authorized Users are members of COUNTY'S Workforce to whom COUNTY has assigned passwords or otherwise permitted access to or use of the Software Products, and who have signified their agreement to terms and conditions of use of the Software Products that are consistent with this Agreement, including provisions for the protection of EHRS Intellectual Property Rights and Confidential Information. Workforce means directors, officers, employees, volunteers, trainees, and other persons whose conduct in the performance of work is under the direct control of COUNTY. Workforce does not include contractors other than Contractor who perform services that would otherwise be performed by EHRS or Contractor, unless the contractor has signed an agreement with EHRS for the protection of EHRS's Intellectual Property rights.

(iii) COUNTY understands that EHRS's Proprietary Rights and Non-Disclosure Agreements prohibit any person other than Contractor, EHRS staff and Authorized Users from retaining possession of EHRS Company Information. COUNTY will immediately notify Contractor and EHRS if it becomes aware that any person other than an Authorized User or EHRS or Contractor staff has or appears to have in their possession EHRS Company Information or makes unsubstantiated claims that EHRS has granted permission to that person to use EHRS customer Information to support COUNTY.

Attachment: Kingsview EHRS Contract - Mariposa FY 2021-2022 Rev C 083121 (RES-2021-509 : Kings View Corporation MIS Agreement with

e. **Period of Limitation.** The covenants of confidentiality set forth herein: (i) will apply upon commencement of this Agreement to any Company Information disclosed to the receiving party, including Company Information disclosed during the course of negotiation of this Agreement, and (ii) will continue and must be maintained until termination of the Agreement, and in addition, with respect to Trade Secret, at any and all times after termination of the relationship between the parties hereto, during which such Trade Secrets retain their status as such under applicable law.

f. **Third Party Vendors**. It is understood that COUNTY may wish to create linkages between the Software Products and other software applications or databases. COUNTY acknowledges that the file structures and business rules of the Software Products and the documentation are the Intellectual Property of EHRS and Company Information, within the meaning of section 12b. COUNTY will not give third party vendors other than Contractor access to this Company Information without the written permission of EHRS. EHRS will give that permission if the third party vendor enters a written Proprietary Rights, Non-Disclosure, and Non-Compete agreement with EHRS.

13. **ACCESS TO COUNTY SITES.** CONTRACTOR may need physical access to COUNTY facilities for technical services or support during this Agreement. Prior to any technical services or support visit by CONTRACTOR, an appointment will be made by CONTRACTOR with the COUNTY IT Helpdesk. A member of COUNTY'S IT staff must be on-hand to provide access to the facility and accompany CONTRACTOR personnel.

14. **MEDICAL RECORDS.**

a. **Ownership and Access.** All records contained in the patient files maintained by COUNTY shall be the property of COUNTY, and CONTRACTOR shall not remove these records upon termination of this Agreement, except pursuant to a specific request in writing with respect to and from a person treated by a Provider during the term of the Agreement, unless otherwise agreed to by COUNTY. Any working copies of client records generated by CONTRACTOR will be maintained by CONTRACTOR throughout the term of the Agreement. At such time as the Agreement may be terminated, all working copies of client records will be securely delivered to COUNTY at COUNTY's expense and as directed by COUNTY. In the event of a claim or challenge by a patient or any regulatory authority, COUNTY shall cooperate with CONTRACTOR by making the patient files in COUNTY Behavioral Health's possession available for copying or inspection (to the extent allowable by the rules regarding confidentiality of medical records). CONTRACTOR shall similarly

Attachment: Kingsview EHRS Contract - Mariposa FY 2021-2022 Rev C 083121 (RES-2021-509 : Kings View Corporation MIS Agreement with

cooperate with COUNTY and make available working copies of client records in the event of such a claim or challenge. There is hereby made a part hereof the provisions of Exhibit "E" - Business Associates, which is incorporated by reference herein.

b. **Compliance with Medicare Rules.** To the extent required by law or regulation, COUNTY shall make available, upon written request from CONTRACTOR, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and COUNTY'S books, documents and records to the extent necessary to certify the nature and extent of the costs for services provided by CONTRACTOR. COUNTY shall preserve and make available such books, documents and records for a period of seven (7) years after the end of the term of this Agreement. If COUNTY is requested to disclose books, documents or records pursuant to this subparagraph for any purpose, COUNTY shall notify CONTRACTOR of the nature and scope of such request, and COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents or records. COUNTY shall defend, indemnify and hold free and harmless CONTRACTOR if any amount of reimbursement is denied or disallowed because of COUNTY's failure to comply with the obligations set forth in this subparagraph. Such indemnity shall include, but not be limited to, the amount of reimbursement denied plus any interest, penalties and reasonable legal fees and costs.

15. **COMPLIANCE.**

a. **Compliance with Applicable Laws.** To the best of each party's knowledge and belief, COUNTY and CONTRACTOR have operated in compliance with all federal, state, county and municipal laws, ordinances and regulations applicable thereto and each party represents that it has not received payment or any remuneration whatsoever to induce or encourage the referral of clients or the purchase of goods and/or services as prohibited under 42 United States Code Section 1320a-7b(b), or otherwise perpetrated any Medicare or Medicaid fraud or abuse, nor has any fraud or abuse been alleged within the last five (5) years by any Governmental Authority, a carrier or a third party payer.

b. **Health Care Compliance.** COUNTY is presently participating in or otherwise authorized to receive reimbursement from payer programs and is not nor has ever been an excluded provider. Any and all necessary certifications and contracts required for participation in such programs are in full force and effect and have not been amended or otherwise modified, rescinded, revoked or assigned as

Attachment: Kingsview EHRS Contract - Mariposa FY 2021-2022 Rev C 083121 (RES-2021-509 : Kings View Corporation MIS Agreement with

of the date hereof, and no condition exists, or event has occurred which in itself or with the giving of notice or the lapse of time or both would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such payer program.

c. **Fraud and Abuse**. Neither party shall engage in any activities which are prohibited by or are in violation of the rules, regulations, policies, contracts or laws pertaining to any third party and/or governmental payer program, or which are prohibited by rules of professional conduct ("Governmental Rules and Regulations"), including but not limited to the following:

i. knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment;

ii. knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment;

iii. failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment on the Provider's own behalf or on behalf of another, with intent to fraudulently secure such benefit or payment; or

iv. knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe, or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay or receive such remuneration.

1. in return for referring an individual to a person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by Medicare or Medicaid, or

2. in return for purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing, or ordering any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid. Each party acknowledges that this list is not an exhaustive or complete list of all governmental requirements, and each party represents and warrants to the other that each will endeavor, to the best of their knowledge, to educate, to seek information, and/or to make themselves aware of these governmental requirements.

Attachment: Kingsview EHRS Contract - Mariposa FY 2021-2022 Rev C 083121 (RES-2021-509 : Kings View Corporation MIS Agreement with

d. **Changes in the Law**. In the event of any changes in law or regulations implementing or interpreting any federal or state law relating to the subject matter of fraud and abuse or to payment-for-patient referral, including the laws referenced above, the parties shall use all reasonable efforts to revise this Agreement to conform and comply with such changes. In the event that the parties cannot revise this Agreement in a manner which will conform and comply with such changes and preserve to the extent possible the intent of the parties in entering into this Agreement, then either party may terminate those portions of the Agreement which cannot be revised to conform and comply with such changes and the intent of the parties.

16. **BOOKS AND RECORDS.** For the purpose of section 1861(v) (I) (1) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto:

a. Until the expiration of **five** years after the furnishing of professional services pursuant to this Agreement or after the Final Cost Report Settlement Audit of the year in which services were provided, whichever is longer, COUNTY shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and

b. Until the expiration of **five** years after the furnishing of professional services pursuant to this Agreement or after the Final Cost Report Settlement Audit of the year in which services were provided, whichever is longer, CONTRACTOR shall make available, upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of the Provider that are necessary to certify the nature and extent of costs of professional services rendered pursuant to this Agreement; and

c. If CONTRACTOR carries out any of the duties of this Agreement through a subcontract with a value or cost of $10,000.00 or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause to the effect that until the expiration of five years after the furnishing of professional services pursuant to such subcontract or after the Final Cost Report Settlement Audit of the year in which services were provided, whichever is longer, the related organization shall make available, upon written request to the

Attachment: Kingsview EHRS Contract - Mariposa FY 2021-2022 Rev C 083121 (RES-2021-509 : Kings View Corporation MIS Agreement with

Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of costs of professional services rendered pursuant to such subcontract.

d. If COUNTY is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, COUNTY shall notify CONTRACTOR of the nature and scope of such request and the COUNTY shall make available, upon written request of CONTRACTOR, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

e. If CONTRACTOR is requested to disclose books, documents or records pursuant to this paragraph for purpose of an audit, CONTRACTOR shall notify COUNTY of the nature and scope of such request and the CONTRACTOR shall make available, upon written request of COUNTY, all such books, documents or records. This paragraph shall pertain solely to the maintenance and disclosure of specified records and shall have no effect on the right of the parties to this Agreement to make assignments or delegations.

f. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks and other records or documents evidencing or relating to charges for services or expenditures, or disbursements charged to the COUNTY for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the CONTRACTOR under this agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the COUNTY.

17. **DRUG·FREE WORK PLACE.** CONTRACTOR shall provide a drug-free work place and shall comply with the requirements of the Drug-Free Work Place Act of 1990 (Government Code section 8350 et seq.).

18. **CULTURAL COMPETENCE.** CONTRACTOR and COUNTY shall use a set of professional skills, behaviors, attitudes, and policies in their systems that enable the system, or those participating in the system, to work effectively in meeting the cross-cultural needs of patients.

19. **INDEPENDENT CONTRACTOR.** CONTRACTOR is an independent contractor in the performance of its services and obligations under this

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Agreement. This Agreement is not intended to constitute a partnership or joint venture. Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits.

20. **INTEREST OF PUBLIC OFFICIALS**. No officer, agent, or employee of COUNTY during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

21. **DISPUTE RESOLUTION**.

The parties acknowledge their desire for a long-term and mutually beneficial business relationship and, to that end, agree to attempt to resolve any disagreements or disputes promptly and in good faith, and to make themselves available for business discussions intended to facilitate the resolution of such disagreement of dispute.

22. **WAIVER.** A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by CONTRACTOR or COUNTY.

23. **ENTIRE AGREEMENT.** This Agreement constitutes the complete understanding of the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter contained herein, and no other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding. In the event of any direct conflict between the body of this Agreement and its schedules or exhibits, the body of the Agreement shall control. This Agreement may not be modified, amended, or changed except by a writing or writings signed by the duly authorized representative of the parties.

24. **CONTROLLING LAW**

a. **Laws of California Control** the terms and conditions of this Agreement and all its Exhibits and rights, and duties hereunder shall be governed by and construed in accordance with the laws of the State of California.

b. **Rules of Interpretation** no provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

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25. **VENUE.** If either party files a lawsuit to enforce any provision of this Agreement, the proper venue for such a lawsuit shall be the MARIPOSA County Superior Court.

26. **PARTIAL INVALIDITY.** Should any portion of this Agreement be held unenforceable or inoperative for any reason, such invalidity shall not affect any other portion of this Agreement, but the remainder shall be as effective as though such ineffective portion had not been contained herein.

27. **GENDER.** Words used in the masculine shall apply to the feminine where applicable, and vice versa. Any personal pronoun shall include any gender or number according to the context.

28. **ASSIGNMENT.** This Agreement and the rights and obligations hereunder are not assignable by either party. Notwithstanding the foregoing, CONTRACTOR shall have the right to utilize subcontractors, provided such subcontractors comply with the provisions of this agreement. The use of a subcontractor will not release CONTRACTOR from its obligations hereunder.

29. **NOTICES.** All notices, offers, elections, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within forty-eight (48) hours after mailing, if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, and properly addressed to the party at the party's address below, or any other address that any party may designate by written notice to the other.

CONTRACTOR: Kings View Professional Services
Attn: Amanda Nugent-Divine, CEO
7170 N. Financial Drive, Suite 110
Fresno, CA 93720
(559) 256-0100 ext. 3011

COUNTY: Mariposa County
Behavioral Health and Recovery Services
Attn: _____,
Director, Administrative Services
5326 Lemee Lane
Mariposa, CA 95338
(209) 966-2000

30. **INTERPRETATION.** The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly

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for or against either party and any ambiguities shall not be strictly construed for or against either party.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year set forth below.

"COUNTY"
COUNTY OF MARIPOSA

By _____ Date: _____

Marshall Long
Board of Supervisors Chair

APPROVED AS TO LEGAL FORM
COUNTY COUNSEL

By _____ Date: _____

"CONTRACTOR"
KINGS VIEW PROFESSIONAL SERVICES

By _____ Date: _____
Amanda Nugent-Divine
CEO Kings View Professional Services

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EXHIBIT A

MARIPOSA COUNTY

ELECTRONIC HEALTH RECORD SYSTEM (EHRS) SUPPORT

SCOPE OF SERVICES

This Scope of Services is applicable to the utilization of the current EHRS behavioral health software. It is not intended to address issues relative to office application documents, files and network support.

At the time of termination, CONTRACTOR agrees to provide a copy of current system with all necessary data files, structures and associated tables.

CONTRACTOR shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and HITECH Act public law 111-005 and all related State and Federal Regulations for the maintenance and storage of system data and files.

CONTRACTOR shall provide the following services:

A. EHRS Support

1. CONTRACTOR supports (as defined in this scope of work) the following EHRS Software products currently in use or planned by COUNTY:
    - Client Data System
    - Scheduling System
    - Assessment & Treatment Planning System
    - Doctor's Home Page & E-Prescribing System
2. CONTRACTOR will provide consultative services to COUNTY concerning current and new MIS design for Client Data, Scheduler and ATP – Assessments, Treatment Plans and Progress Notes when requested by COUNTY as needed.
3. CONTRACTOR will maintain a LIVE, TRAIN and TEST version of EHRS on CONTRACTOR'S servers.
4. CONTRACTOR will advise on and load EHRS promotions:
    a. Write and provide COUNTY to the best of CONTRATOR'S abilities a thorough risk-benefit analysis for all EHRS promotions based on supplied documentation from EHRS Software to include:
        - Summary of the purpose(s)
        - List of known and potential risks

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- List of known and potential benefits
- Reporting implications
- Identify any additional report functionality.

b. Test EHRS promotions and work out known bugs.

c. Load promotions only with COUNTY authorization and in accordance with EHRS Software policy and procedures. COUNTY will provide CONTRACTOR with list of COUNTY staff allowed to authorize installation of promotions.

d. COUNTY is aware failure to load all EHRS promotions in sequence and as supplied by EHRS could impact CONTRACTOR'S ability to meet scope of services as discussed in Exhibit A and EHRS support.

5. CONTRACTOR will provide assistance with MIS customization including workflow redesign, keying guides, management forms, WYSIWYG design and development, training materials and other assistance as it relates to Client Data, Scheduler and ATP – Assessments, Treatment Plans, Progress Notes, Clinician and Doctor's Homepage as needed and requested by COUNTY.

6. CONTRACTOR will provide the following forms of documentation:

a. Develop manuals for AR and State Reporting delineating CONTRACTOR and COUNTY tasks and responsibilities.

b. Provide Risk/Benefit Analysis of EHRS Promotions (see B.4 above).

c. Provide COUNTY with Kings View Professional Services Status Report as mutually agreed. Report format, content and frequency will be determined and modified as needed by mutual agreement.

d. Document COUNTY'S system schema as it relates to Kings View Professional Services provision of services and at the discretion of COUNTY'S Information Technology management.

e. Special Projects (audits, state reviews, other ad hoc requests) as needed by COUNTY including the following:

f. Consultation and assistance with special projects

g. Data/Reports

h. Participate in Meetings/Calls

7. Status Reporting

a. Meet quarterly at mutually agreed time with COUNTY to identify problems/issues and agree to solutions.

b. Complete Kings View Professional Services Status Report (see 6.c above)

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B. General EHRS Support Responsibilities

1. CONTRACTOR will monitor and maintain network connections between CONTRACTOR'S server and the COUNTY site.
2. CONTRACTOR shall facilitate a storage and backup system by utilizing CONTRACTOR'S MIS staff, Fresno storage facility and off-site tape backup processes. CONTRACTOR shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and all related State and Federal regulations for the maintenance and storage of system data and files.
3. CONTRACTOR will use all reasonable efforts to work with EHRS software and COUNTY to adhere to California compliance requirements set forth by California Department of Mental Health and California Department of Alcohol and Drug Programs.
4. CONTRACTOR will work jointly with COUNTY to obtain certification of compliance with all applicable Medicare, Medi-Cal and HIPAA billing requirements and regulations.
5. CONTRACTOR will maintain management forms and related data tables for State reporting, billing and security.
6. CONTRACTOR will provide specialized reporting as required by COUNTY/State as a result of mandatory audit/reporting requirements. CONTRACTOR will provide customized reporting formats, forms, and update data tables as required for COUNTY'S operation, and CONTRACTOR will generate reports for COUNTY as requested.
7. CONTRACTOR will use all reasonable efforts to see that all local, state and federal requirements are met with the times lines set by those agencies.
8. CONTRACTOR and COUNTY will mutually agree upon an Activity Deadline Calendar for the purpose of defining the roles, responsibilities and processes for each party.
9. CONTRACTOR will notify COUNTY of all upgrades or modifications to system which affect billing or other operational functions.
10. Develop a Disaster Plan that addresses at a minimum a detailed back up plan for two crisis scenarios:
    a) Power outage beyond 1 work day and
    b) Corruption of data.

C. Monthly Medi-Cal Billing and Accounts Receivable (A/R) Cycle Support EHRS software:

1. CONTRACTOR will provide all month-end processes for the completion of A/R and Medi-Cal Billing Processes at CONTRACTOR'S MIS office, and provide support and assistance to COUNTY staff for Month-end A/R and Billing Processes for all requirements set forth by California Department of

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Mental Health and California Department of Alcohol and Drug Programs.

2. CONTRACTOR will provide training and support to program staff for program processes required in the month-end process.

3. CONTRACTOR will use all reasonable efforts to have its system comply with all State billing and statistical reporting requirements for timely, accurate and complete processing of electronic claims or files. COUNTY will be the SOLE party responsible for ensuring timeliness, accuracy and the complete entry of data by COUNTY staff necessary for CONTRACTOR to submit electronic claims or files.

4. CONTRACTOR will perform data review to ensure HIPAA compliance for electronic submittal to State, Medicare or other third party payer in preparation for CONTRACTOR electronic data submission. CONTRACTOR will post electronic Explanation of Benefits (EOB) electronic files from State, Medicare or other third party payer in accordance with EHRS Software policy and procedures.

5. CONTRACTOR will maintain call log identifying consequential issues referred for help and provide management with trend report. Routine questions will not be tracked.

6. CONTRACTOR will assist and monitor EOB (HIPAA 835) – Explanation of Benefits denials and report back to COUNTY management monthly with status updates.

7. When CONTRACTOR makes changes to existing information systems software that results in a need for consultation or training of county employees, the associated costs will be paid by the CONTRACTOR. On-site training will be paid by COUNTY as outlined in Exhibit D.

D. Ongoing Support of Application Service Provider (ASP) Storage Facility and Network Connectivity

1. CONTRACTOR will provide hosting and support of behavioral health software in a HIPAA compliant facility.

2. CONTRACTOR will provide access up to 25 concurrent users for utilization of EHRS Software via Citrix.

3. CONTRACTOR will notify COUNTY in advance of all upgrades or modification to the Data Center servers and software which affect the EHR, billing or operations, except in cases where immediate action is required to protect data, hardware or personnel.

4. CONTRACTOR will monitor and maintain network connections between CONTRACTOR'S Fresno Data Center and the COUNTY site.

5. CONTRACTOR will implement a Disaster Recovery Plan tested annually and provide COUNTY with documentation detailing plan and annual test results.

6. CONTRACTOR will during FY 2021-2022 purchase Cyber Liability

Attachment: Kingsview EHRS Contract - Mariposa FY 2021-2022 Rev C 083121 (RES-2021-509 : Kings View Corporation MIS Agreement with

Insurance and add COUNTY as a named entity.

7. When COUNTY makes changes to COUNTY owned hardware or network infrastructure the COUNTY may request technical support services from CONTRACTOR. These requested services will be provided by CONTRACTOR and paid for by COUNTY at a daily rate per staff plus expenses as outlined in Exhibit "B". All services will be pre-authorized via Purchase Requisitions by County Mental Health Director.

E. COUNTY Staff Support

1. CONTRACTOR will maintain a help desk as support to COUNTY staff relative to behavioral health software in order to attend to user inquiries and problems. Help desk support shall be available to COUNTY staff Monday through Friday from 8:00 a.m. until 5:00 p.m., excluding COUNTY holidays. COUNTY will designate staff members who will be authorized to access help desk support on behalf of COUNTY staff.
2. COUNTY staff will be provided with access to CONTRACTOR'S MIS seven days a week, 24 hours a day.
3. CONTRACTOR will provide remote support as needed via Cell Messaging and Email after normal business hours, including all holidays.
4. CONTRACTOR will provide COUNTY staff with 24 hours advance notice when planned system maintenance time is required.

F. State Reporting

1. CONTRACTOR will perform data review to ensure data from COUNTY'S software meets requirements for electronic submission to State.
2. CONTRACTOR will edit, create, and submit following electronic files on behave of COUNTY:
   a. California Outcomes Measurement System (CalOMS)
   b. Client and Service Information (CSI)
   c. Child and Adolescent Needs and Strengths (CANS)
   d. Pediatric Symptom Checklist (PSC 35)
   e. Adult Outcome Report – TBD
   f. FAST

In the event new electronic reporting requirements are requested by State, during term of agreement, CONTRACTOR will review feasibility of submission and develop process to upload to appropriate agency. COUNTY agrees any additional fees will be included as an addendum to current agreement.

Attachment: Kingsview EHRS Contract - Mariposa FY 2021-2022 Rev C 083121 (RES-2021-509 : Kings View Corporation MIS Agreement with

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EXHIBIT B

MARIPOSA COUNTY

ELECTRONIC HEALTH RECORD SYSTEM (EHR)
ANNUAL BUDGET

Scope of Services Item	
A. KV-EHRS Support	$28,749
B. General KV-EHRS Support Responsibilities	$15,690
C. Monthly A/R Billing and State Reporting	$17,201
D. Application Service Provider (ASP) Storage Facility and Network Connectivity, Disaster Recovery, Cyber Liability Coverage	$39,790
E. Helpdesk	$15,314
F. State Reporting	$10,000
Total	**$126,744**

EXHIBIT C

MARIPOSA COUNTY

ANNUAL CERNER SOFTWARE SUPPORT AGREEMENT COST

ANNUAL RECCURING COSTS **$42,295**

a. Support Agreement: $33,479

b. Annual Visual Data Flex Subscription 35 Concurrent Users: $388

c. Annual Database Driver Subscription 35 Concurrent Users: $890

d. USX – Ultra-Sensitive Exchange: $2,670

e. EPCS: $350

f. DSM-V: $900

g. Sales Tax: $3,618

h. Recurring annual cost start at the contract effective date.

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EXHIBIT D

MARIPOSA COUNTY

ONSITE IMPLEMENTATION, TRAINING SERVICES, AND DATA EXTRACTION

On-site implementation & training services for EHRS Software Client Data and ATP (Assessments, Treatment Plans and Progress Notes) requiring multiple days or overnight stays. Travel, lodging and meals will be invoiced separately as used. Total cost not to exceed $ 3,000 during the term of this agreement.

- Daily per diem rate for food and lodging: $ 170.00 per day, per staff/trainer
- Travel expenses at cost depending on mode of transportation. Contractor must submit original receipts for reimbursement of travel expenses.

EXHIBIT E-1

MARIPOSA COUNTY

ELECTRONIC HEALTH RECORD SYSTEM (EHRS)

FY 2021-2022: $155,500 **Terms: 1/12th monthly**
Credit: $ 28,756
Total: $126,744

SCOPE OF SERVICES

This Scope of Services is applicable to the utilization of the current EHRS – Electronic Health Record System and migration to a future EHRS when County decides. It is not intended to address issues relative to office application documents, files and network support.

Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and HITECH Act public law 111-005 and all related State and Federal Regulations for the maintenance and storage of system data and files.

Contractor shall provide the following services:

KVPS-EHRS Support

8. Contractor supports (as defined in this scope of work) the following Cerner Software products currently in use or planned by County:

- Client Data System
- Scheduling System
- Assessment & Treatment Planning System
- Doctor's Home Page & E-Prescribing System
- Cost Accounting System

9. Contractor will provide consultative services to County concerning current design for Client Data, Scheduler and ATP – Assessments, Treatment Plans and Progress Notes when requested by County as needed.

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10. Contractor will maintain a LIVE, TRAIN and TEST version of EHRS on software vendor's hosted servers.

11. Contractor will advise on and oversee load EHRS promotions:

a. Write and provide County to the best of Contractor's abilities a thorough risk-benefit analysis for all EHRS promotions based on supplied documentation from EHRS Software to include:

- Summary of the purpose(s)
- List of known and potential risks
- List of known and potential benefits
- Reporting implications
- Identify any additional report functionality

b. Test EHRS promotions and work out known bugs.

c. Activate promotions only with County's authorization and in accordance with EHRS Software policy and procedures. County will provide Contractor with list of County staff allowed to authorize installation of promotions.

d. County is aware failure to load all EHRS promotions in sequence and as supplied by EHRS could impact Contractor's ability to meet scope of services as discussed in Exhibit A and EHRS support.

12. Contractor will provide assistance with EHRS customization including workflow redesign, keying guides, design, and development of management forms, training materials and other assistance as it relates to various purchased modules of EHRS as needed and requested by County.

13. Contractor will provide the following forms of documentation:

a. Develop manuals for AR and State Reporting delineating Contractor and County tasks and responsibilities.

b. Provide Risk/Benefit Analysis of Credible Promotions (see A.4 above).

c. Provide County with KVPS Status Report overall operations of County's EHRS Software as mutually agreed. Report format, content and frequency will be determined and modified as needed by mutual agreement.

d. Document County's system schema as it relates to KVPS provision of services and at the discretion of County's Information Technology

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management.

e. Consultation and assistance with Special Projects (audits, state reviews, other ad hoc requests) as needed by County including the following:

f. Data/Reports

g. Participate in Meetings/Calls

14. Status Reporting
    a. Meet quarterly at mutually agreed time with County to identify problems/issues and agree to solutions.
    b. Complete KVPS Status Report
15. Contractor shall comply with the privacy and security provisions of the Health Information Portability and Accountability Act of 1996 (HIPAA) and all related State and Federal regulations for the maintenance and storage of system data and files.
16. Contractor will use all reasonable efforts to work with Credible Software and County to adhere to California compliance requirements set forth by California Department of Health Care Services.
17. Contractor will work jointly with County to obtain certification of compliance with all applicable Medicare, Medi-Cal and HIPAA billing requirements and regulations.
18. Contractor will maintain management forms and related data tables for State reporting, billing and security.
19. Contractor will provide specialized reporting as required by County/State as a result of mandatory audit/reporting requirements. Contractor will provide customized reporting formats, forms, and update data tables as required for County's operation, and Contractor will generate reports for County as requested.
20. Contractor will use all reasonable efforts to see that all local, state and federal requirements are met with the times lines set by those agencies.
21. Contractor and County will mutually agree upon an Activity Deadline Calendar for the purpose of defining the roles, responsibilities and processes for each party.
22. Contractor will provide support as Lead for County's continued implementation

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strategies of various modules of the Cerner Electronic Health Record System.

23. Assist at County's request in the development of a Disaster Plan that addresses at a minimum a detailed back up plan for two crisis scenarios:
    a. Power outage beyond 1 workday and
    b. Corruption of data.

Monthly Revenue Cycle Support for Funding Sources:

8. Contractor will provide all month-end processes for the completion of A/R and Medi-Cal Billing Processes at Contractor's EHRS office, and provide support and assistance to County staff for Month-end A/R and Billing Processes for all requirements set forth by California Department of Health Care Services.
9. Contractor will provide training and support to program staff for program processes required in the month-end process.
10. Contractor will use all reasonable efforts to have its system comply with all State billing and statistical reporting requirements for timely, accurate and complete processing of electronic claims or files. County will be the Sole party responsible for ensuring timeliness, accuracy and the complete entry of data by County staff necessary for Contractor to submit electronic claims or files.
11. Contractor will perform data review to ensure HIPAA compliance for electronic submittal to State, Medicare or other third-party payer in preparation for Contractor electronic data submission. County will upload after Contractor review. Contractor will provide support to address issues when County posts electronic Explanation of Benefits (EOB) electronic files from State, Medicare or other third-party payer in accordance with Cerner Software policy and procedures.
12. Contractor will maintain call log identifying consequential issues referred for help and provide management with trend report. Routine questions will not be tracked. Contractor will provide County upon request a copy of County's support requests.
13. Contractor will assist and monitor EOB (HIPAA 835) – Explanation of Benefits denials and report back to County management monthly with status updates.
14. When Contractor makes changes to existing information systems software that

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results in a need for consultation or training of county employees, the associated costs will be paid by the Contractor.

15. County had opted to submit 837P files and download 835 files. County and Contractor will develop procedures and policies to ensure both parties know when files are created or posted to County's Cerner application.

County Staff Support

1. Contractor will maintain a help desk as support to County staff relative to behavioral health software in order to attend to user inquiries and problems. Help desk support shall be available to County staff Monday through Friday from 8:00 a.m. until 5:00 p.m., excluding County holidays. County will designate staff members who will be authorized to access help desk support on behalf of County staff.
2. County staff will be provided with access to Contractor's shared documents seven days a week, 24 hours a day.
3. Contractor will provide remote support as needed via Cell Messaging and Email after normal business hours, including all holidays.
4. Contractor will provide County staff with 48 hours advance notice when planned system maintenance time by software hosting facility is required. County is aware some planned system maintenance or network upgrades could result in extended downtimes depending on systems being upgraded.

State Reporting

1. Contractor will perform data review to ensure data from County's software meets requirements for electronic submission to State.
2. Contractor will edit, create, and submit following electronic files on behave of County:
   a. California Outcomes Measurement System (CalOMS)
   b. Client and Service Information (CSI)
   c. Child and Adolescent Needs and Strengths (CANS)
   d. Pediatric Symptom Checklist (PSC 35)
   e. Adult Outcome Report – TBD

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3. Network Adequacy Certification Tool (NACT) – County will be solely responsible for the gathering of required documents. Contractor will upload and/or provide assistance to County as mutually agreed to meet reporting requirements. Contractor will submit Network Adequacy Certification Tool (NACT) and commits to reviewing additional functionality when State provides rules for editing the file.
4. In the event new electronic reporting requirements are requested by State, during term of agreement, Contractor will review feasibility of submission and develop process to upload to appropriate agency. County agrees any additional fees will be included as an addendum to current agreement.

Basic Dashboards Included:

1. Contractor supports (as defined in this scope of work) the following dashboards and analytic tools associated with the areas of interest to customer:
    - Productivity
    - Case Assignments
    - PHQ9/GAD7 or similar outcome measure
    - Timeliness of Service – First Contact
    - CANS50
    - Claims – Pay Source
    - Client Demographics
    - Appointment Type
    - MHSA Highlights
    - 180 Day Report
    - Security Audit Report

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COUNTY may request additional analytic dashboards which are a part of our library and similarly priced from CONTRACTOR in place of listed dashboards in Section F.1. Additional fee may apply for unique dashboards specific to COUNTY or local providers not applicable to other sites based on scope and complexity of dashboard.

2. Contractor will provide consultative services to customer concerning dashboards, design, functionality, and any specific customizations.
3. Contractor will provide consultative services to customer developing custom dashboards which may not be part of Contractor's current library. Any custom dashboards created become a part of Contractor's library of dashboards available to all customers.
4. Contractor will monitor and maintain dashboards utilized by customer.
5. Contractor will modify and enhance dashboards as needed to incorporate new functionality or meet State and Federal requirements as mutually agreed to by Contractor and Customer prior to any upgrade. Customer maintains the right not to include the proposed changes or functionality into their dashboards.
6. Contractor will refresh all dashboards periodically as mutually agreed by Contractor and Customer.
7. Contractor will monitor and maintain Tableau server licenses for customer and provide access to Tableau reader utilized by dashboard applications.
8. Contractor will provide quarterly reports to customer related to data trends and anomalies of dashboards.
9. Contractor will provide training and support to program staff for using various dashboards and analytic tools developed for customer.
10. Contractor will develop and support additional dashboards as requested by County for additional fees based on complexity of dashboard and data extraction methodologies.
11. Contractor will develop temporary dashboards for Performance Improvement Projects (PIPs). Dashboards which County wishes to be permanent will be

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subject to item 10.

EXHIBIT E-2

Attachment: Kingsview EHRS Contract - Mariposa FY 2021-2022 Rev C 083121 (RES-2021-509 : Kings View Corporation MIS Agreement with

CREDIBLE ELECTRONIC HEALTH RECORD SYSTEM

TOTAL: $75,010 Milestone Fees (2): $37,505

Credible Electronic Health Record System (EHRS):

- 40 Named Users, up to 30 Concurrent users
- Clinician Homepage
- Doctors Homepage
- Client Demographics/Services/Billing
- Real Time Eligibility
- Clinical Documentation and Progress Notes
- Assessments and Treatment Planning
- Mobile
- Client Portal
- Compliance and Audit Management
- Messaging/Alerts/Texting
- State Reporting
- eRx with Controlled Substances
- eLabs
- eMAR – Electronic Medication Administration
- HIE – Health Information Exchange Functionality

Credible Implementation included in above pricing.

- Project Management
- Training
- System Configuration
- Data Conversion and Validation
- Weekly calls/webinars
- System Acceptance
- Go-Live Support

Implementation start date and timeline to be mutually agreed between County and Contractor.

Milestone Fee 1 - Due Start Month - $37,505
Milestone Fee 2 - Due Go-Live Month - $37,505

EXHIBIT E-3

Attachment: Kingsview EHRS Contract - Mariposa FY 2021-2022 Rev C 083121 (RES-2021-509 : Kings View Corporation MIS Agreement with

CREDIBLE ELECTRONIC HEALTH RECORD SYSTEM
SOFTWARE AS A SERVICE (SaaS)

ANNUAL TOTAL: $59,364 Monthly Fee: $4,947

- Core Monthly User Fees – 45 Named Users / 30 Concurrent Maximum
- Monthly e-Prescribing with EPCS
- Monthly eLabs
- Monthly Client Engagement (messaging/texting)
- Monthly Mobile
- DSM-5
- Monthly Real-Time Eligibility
- Hosting secured/redundant/24-7 access

First Monthly Fee due 30 days prior to go-live Credible EHRS.

Attachment: Kingsview EHRS Contract - Mariposa FY 2021-2022 Rev C 083121 (RES-2021-509 : Kings View Corporation MIS Agreement with

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-510

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Agreement with CDSS and Mariposa County for Resource Family Approval Program

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Three-Year Agreement with the California Department of Social Services (CDSS) Regarding the Provision and Receipt of Legal Services Associated with the Resource Family Approval (RFA) Program; and Authorize the Health and Human Services Agency Director to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The RFA program was created to provide unified, family friendly, and child-centered resource family approval process to replace multiple processes for licensing foster homes, approving relatives and non-relative extended family members as foster care providers, and approving adoptive families; establish a single set of standards for resource family approvals which allow for the safety, permanence, and well-being needs of the children who have been victims of abuse and neglect; reduce the use of congregate care placement settings; and decrease the length of time for each child to obtain permanency. Pursuant to Government Code section 30029.7, subdivision (a), the County and CDSS may enter into an agreement for CDSS to provide services or activities related to RFA. The County and CDSS have identified certain services or activities to be provided by CDSS in order to expedite the delivery of services to children and non-minor dependents who reside or may reside in an approved resource family home.

The Board typically has approved agreements of this nature in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Board does not approve the Agreement, Health and Human Services Agency will not be able to utilize the additional services provided by CDSS.

FINANCIAL IMPACT:
No financial impact.

ATTACHMENTS:
CDSS RFA Agreement 21-5025 (PDF)

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-5025	

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

CONTRACTING AGENCY NAME
County of Mariposa Human Services

CONTRACTOR NAME
California Department of Social Services

2. The term of this Agreement is:

START DATE
07/01/2021

THROUGH END DATE
06/30/2024

3. The maximum amount of this Agreement is:
$0.00 Zero Dollars and 00/100

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

	Exhibits	Title	Pages
	Exhibit A	Scope of Work	24
	Exhibit A - Attachment 1	General Terms and Conditions	8
	Exhibit A - Attachment 2	Information Security Requirements	2
+ -	Exhibit A - Attachment 3	State of California Public Liability and Workers Compensation Insurance	1
+ -	Exhibit A - Attachment 4	State of California Automobile Liability/Physical Damage	1
+ -	Exhibit B	Budget Detail and Payment Provisions	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
California Department of Social Services

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
744 P Street, M.S. 9-6-747	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Marissa Enos	Section Chief, Contracts and Purchasing Bureau
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-5025	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
County of Mariposa Human Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
5362 Lemee Lane - PO Box 99	Mariposa	CA	95338
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

This Agreement is entered into by and between the California Department of Social Services, hereinafter referred to as the CDSS, and the County of Mariposa, hereinafter referred to as the County, for the purpose of establishing the responsibilities of the CDSS and the County in the provision and receipt of certain services, including legal consultation and legal representation in administrative action appeals as described within section III of this Agreement, associated with the Resource Family Approval (RFA) program of the County child welfare services agency and the State of California, pursuant to California Welfare and Institutions Code section 16519.5 et seq. Hereinafter, the County and CDSS may be referred to collectively as the "Parties", or individually as a "Party". If identified below in Section VII, the CDSS and County have agreed that certain services for the family evaluation, complaint investigations or home health and safety assessments shall be provided as described in Sections IV, V and VI of this Agreement.

I. Background

The RFA program was created to provide a unified, family-friendly, and child-centered process to replace the multiple processes for licensing foster homes, approving relatives and nonrelative extended family members as foster care providers, and approving adoptive families; establish a single set of standards for approvals which allow for the safety, permanence, and well-being needs of the children who have been victims of child abuse and neglect; reduce the use of congregate care placement settings; and decrease the length of time for each child to obtain permanency. Pursuant to Government Code section 30029.7, subdivision (a)(3), the County and CDSS may enter into an agreement for CDSS to provide services or activities related to RFA. The County and CDSS have identified certain services or activities to be provided by CDSS in order to expedite the delivery of services to children and nonminor dependents who reside or may reside in a resource family home.

II. Definitions

A. "County" means the largest political division of the State having corporate powers, wherein the County's powers are exercised through its board of supervisors or through agents and officers acting under the authority of the board or authority conferred by law (Govt. Code § 23000 et seq.). As used in this Agreement, the County includes agents, officers, directors, and County employees who conduct RFA activities on behalf of the County, as described in Welfare and Institutions Code section 16519.5 et seq.

B. "Resource Family Approval" or "RFA" program means the program wherein an applicant seeks to meet the home environment assessment and permanency

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

assessment standards of the State of California as set forth by CDSS, with an approval provided by the County or applicable Foster Family Agency. This approval is in lieu of the existing foster care license, relative or nonrelative extended family member approval, and the adoption home study.

C. "Respondent" means an applicant, resource family parent, or individual who has been served with a Notice of Action and is the subject of an administrative action. For matters that shall be heard by the CDSS State Hearings Division, a "Respondent" also means a "claimant," as defined in CDSS Manual of Policy and Procedures section 22-001.

D. "Written Directives" (WDs)[1] means the written processes, standards, and requirements issued by the CDSS to implement the RFA Program. (See WDs section 3-01(a) (101). The WDs have the same force and effect as regulations; ensure that a county uses the same standards for RFA; and ensure that a county does not implement policies or procedures that conflict with or attempt to supersede the WDs; (WDs section 2-01.)

III. Legal Consultation and Legal Representation on Appeals/State Hearings Division (SHD) and Office of Administrative Hearings (OAH)

A. Role of the CDSS Legal Division in the Provision of Legal Consultation and Legal Representation on Appeals:

1. The CDSS Legal Division shall act as the sole legal representative on behalf of the County in the provision of legal consultations and legal representation on appeals to an RFA Notice of Action. The County is the client and is the final decision maker on decisions affecting the legal rights of the County.

   a. The Parties shall maintain confidentiality in all communications in accordance with any applicable confidentiality laws, privacy laws, and laws governing attorney-client relationships.
      (1) For the purposes of this section, the County shall ensure that the agents, directors, officers, and employees of the County who conduct RFA activities on behalf of the County, are familiar with and follow applicable laws for privacy and confidentiality, as well as protect and maintain the confidential nature of the communications created by attorney-client relationships, including, but not limited to, Evidence Code section 952 and applicable case law.

[1] Version 7 of the Written Directives was used as a reference in creating this Agreement. The Written Directives may be revised by CDSS during the term of this Agreement and shall be in effect from the date of revision.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

2. Except as otherwise provided in this section, the CDSS Legal Division shall represent the County on all appeals to an RFA Notice of Action for denial or rescission of resource family approval, denial or rescission of a criminal record exemption, or exclusion of an individual and shall appear on behalf of the County at all proceedings related to such actions that are heard by the SHD or the OAH. Nothing in this section shall preclude a County representative from being present at an RFA hearing.

3. If the County chooses to represent itself on an appeal in an individual case, it shall not send a Statement of Facts as described in Section III(D) to the CDSS Legal Division to request representation and shall not seek legal advice or direction from the CDSS Legal Division. In those cases, the County hearing representative shall receive legal advice and direction from County Counsel or their designee. The CDSS Legal Division shall not provide legal representation or advice.

4. The Parties agree that CDSS Legal Division's scope of work shall not include legal consultation or representation regarding the following:

   a. Writs or lawsuits or similar actions filed by or against the County, except that the CDSS Legal Division may be available to consult with the County on any such actions arising out of an RFA action as described herein;
   b. Requests for information or documents from the County such as Public Records Act requests or subpoenas issued to the County;
   c. Placement of a dependent child or nonminor dependent;
   d. Relative or non-relative extended family member approvals pursuant to the "Harris" case;
   e. Child Abuse Central Index grievance hearings;
   f. Dependency or delinquency matters;
   g. Assistance with issuing or serving an investigatory subpoena or warrant;
   h. Hearings or proceedings regarding jurisdictional disputes where no Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption, has been served;
   i. Defending the county on a Temporary Suspension Order (TSO); and
   j. Any other matter within the authority and direction of the County Counsel.

B. Duties of the County and the CDSS Legal Division Regarding Consultation:

1. In compliance with the WDs or regulations issued pursuant to Welfare and Institutions Code section 16519.5, the County is required to consult with legal counsel prior to service of a Notice of Action for denial or rescission of resource family approval, or denial or rescission of a criminal record exemption; and is required to consult with the CDSS Legal Division when recommending the exclusion of an individual.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

2. Pursuant to this Agreement, legal consultation for denials or rescissions for which the County seeks CDSS Legal Division representation shall be with the CDSS Legal Division, and not County Counsel.

3. The County may request a legal consultation with the CDSS Legal Division regarding legal or evidentiary issues related to an investigation, family evaluation or other matters affecting the approval.

4. If the County seeks a TSO against a resource family's approval, in addition to consulting with the CDSS Legal Division on the matter, the County shall consult with their County Counsel prior to service of a TSO. The County should follow its internal procedures for an RFA TSO.

5. Legal consultation shall not include technical assistance regarding program requirements or procedures, RFA implementation or statewide policies; these issues shall be referred to the CDSS RFA County Liaison, RFA Policy Analyst, or RFA Inbox.

6. The County shall work with the CDSS RFA County Liaison to schedule a regular monthly legal consult meeting, or as needed. If a matter is urgent, such as a situation warranting the immediate exclusion of an individual or a TSO, the County may contact their CDSS RFA County Liaison by phone, email or in-person and request an urgent consult with their assigned CDSS Legal Division consulting attorney.

7. Prior to a scheduled legal consult, the County shall obtain the evidence necessary to support the information contained in the legal consultation memo related to the County's finding, position, or action requested.

8. The County shall prepare a confidential legal consultation memo for each matter upon which legal advice is sought through a consult with the CDSS Legal Division. A copy of the RFA legal consult memo form can be obtained through the CDSS RFA County Liaison. Upon request, the CDSS RFA County Liaison shall provide technical assistance to the County regarding the program requirements or procedures including but not limited to family evaluations, RFA implementation, statewide policies, legal consult procedures or how to draft the Notice of Action, legal consultation memo or statement of facts. Both Parties shall maintain the confidentiality of all attorney-client communications, including the legal consult memo.

9. Using a secure or encrypted format, or a secure file transfer protocol, the County shall send a properly completed legal consult memo, the draft Notice of Action, as well as relevant attachments related to the request for consult including, but not limited to, investigations, court records or arrest reports.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

These documents shall be sent to the CDSS RFA County Liaison and the consulting attorney at least five (5) business days prior to the date of the regularly scheduled consult.

10. The consult meeting is an opportunity for the CDSS Legal Division consulting attorney and CDSS RFA County Liaison to discuss the information in the consult memo provided by the County with the appropriate County staff. Accordingly, the County should make its best efforts to have the assigned County RFA worker or probation officer with knowledge of the facts described in the consult memo present at the consult. If the approval worker or probation officer cannot attend in person, the worker or probation officer should attend by teleconference. If that is not possible, the supervisor who is familiar with the facts of the matter shall attend.

11. If a matter to be discussed at the consult involves a recommendation for an exclusion action, a family evaluation conducted by CDSS, an investigation conducted by CDSS, or dual or multiple programs (e.g., RFA and a child care license), the County shall identify and request the appropriate CDSS RFA staff, CDSS adoptions staff or CDSS Community Care Licensing Division (CCLD) staff to attend or teleconference into the consult.

    a. The County may request the assistance of the CDSS RFA County Liaison in arranging for the necessary CDSS staff to attend.
    b. The County and CDSS shall share evidence and information regarding related investigations, assessments, or actions as required by the WDs.
    c. Agents of the County who conduct activities as described in Welfare and Institutions Code section 16519.5 may be present during the portion of a consultation that is applicable to a matter for which the agent acted on behalf of the County, and for which the agent's presence is needed to discuss the information in the consult memo provided by the County. The County shall ensure that the agent of the County is aware of and complies with the confidentiality of the legal consult, the legal advice provided, and the confidentiality of any information shared, as required by law.

12. The CDSS Legal Division consulting attorney shall review the legal consult memo, the draft Notice of Action and attachments and shall advise the County regarding the Notice of Action, the proper hearing forum, and any other matter related to an investigation or proposed action. If the legal consult memo or draft Notice of Action are incomplete, said attorney may return them to the County to complete them or refer the County to the CDSS RFA County Liaison for technical assistance.

13. The CDSS Legal Division consulting attorney shall document the legal advice in writing within 3 to 5 business days, or as agreed upon at the consult, and

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

submit the documentation to the County and the CDSS RFA County Liaison. If the matter involves dual or multiple programs or an exclusion action, the CDSS Legal Division consulting attorney shall provide the relevant CCLD Regional Office staff (licensing action) or CDSS RFA County Liaison (RFA exclusion action) with a copy of the consult memo and legal advice.

14. If the advice of the CDSS Legal Division consulting attorney is to proceed with an action that affects the approval, the County should notify the child(ren)'s placement worker, as applicable.

15. If the County fails to comply with the requirements of this Section III(B), the County waives its right pursuant to this Agreement to have CDSS Legal Division representation on the appeal.

C. County Duties Regarding Processing the Notice of Action and Appeal (NOA)

1. The County shall serve the Notice of Action in accordance with Welfare and Institutions Code section 16519.6 and the WDs or regulations. The County shall ensure the file contains adequate documentation regarding service of the Notice of Action to the correct address, such as certified mail receipts, and/or a proof of service in accordance with WDs, Article 12: Due Process.

2. If the matter includes an exclusion action or CCLD action, the County shall coordinate administrative actions, including service of the Notices of Action, notice of a related licensing action by CCLD, an exclusion order, or the filing of formal pleadings, with CDSS. (WDs, Article 12.)

3. If an appeal is filed, the County is responsible to comply with the law, WDs or regulations, and internal procedures including, but not limited to, the following:

   a. Date-stamp the appeal and envelope;
   b. Update the appeal status in the Notice of Action database (in AARS);
   c. For OAH cases, immediately send the acknowledgment of appeal to Respondent and begin preparing the case for the CDSS Legal Division as described in paragraph D;
   d. For SHD cases, begin preparing the case to be sent to the CDSS Legal Division at the same time the appeal is forwarded to the SHD as described in paragraph D;
   e. Obtain legal case number from CDSS RFA County Liaison and add number to Statement of Facts; and
   f. Forward the appeal to SHD by uploading the NOA and appeal to SHD's Appeals Case Management System (ACMS).

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

D. Preparing the Case to Send to the CDSS Legal Division After Receipt of an Appeal:

1. To obtain the CDSS Legal Division's representation on an RFA appeal, the County shall prepare a Statement of Facts using the current versions of the following confidential attorney-client forms:

   a. Form RFA-9029: Statement of Facts Summary Sheet – Resource Family
   b. Form RFA- 9029C: Complaint and Immediate Deficiencies Log Continuation
   c. Form RFA-9029D: RFA Statement of Facts Dividers
   d. Form RFA-9029W: Witnesses Continuation

2. For SHD cases, the County shall prepare the Statement of Facts, a draft position statement, and copies of all approval file documents within ten (10) business days of receipt of an appeal. The documents shall be sent electronically to the CDSS Legal Division by encrypted email or Secure File Transfer (in AARS) at the same time the appeal is forwarded to SHD (WDs, Article 12). The County shall maintain the confidentiality of the attorney-client privileged Statement of Facts forms during any transmission of the forms or in any files maintained by the County. The County shall use the draft position statement template provided by CDSS when drafting the position statement. The County shall comply with the WDs section 10-05 related to retention of the Resource Family File.

3. For OAH cases that involve a TSO or immediate exclusion action, the County shall prepare the Statement of Facts forms and copies of the RFA documents and evidence identified in the RFA 9029D: RFA Statement of Facts Dividers and send to the CDSS Legal Division and CDSS RFA County Liaison by encrypted email or Secure File Transfer within ten (10) business days of receipt of the appeal. Hard copies of the original documents shall also be sent by mail.

4. For all other OAH cases, the County shall prepare and mail to the CDSS RFA County Liaison the Statement of Facts forms and originals of all relevant documents within thirty (30) days of receipt of the appeal. The CDSS RFA County Liaison shall review the documents, provide any technical assistance necessary, and then forward to the CDSS Legal Division.

5. The County shall make its best efforts to obtain certified court and law enforcement or other relevant records prior to sending the case to the CDSS Legal Division. If certified records are received after the case has been forwarded, then the County shall forward them to the CDSS Legal Division.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

6. Prior to finalizing the Statement of Facts, the County shall verify that the witness list contact information in Form RFA-9029: Witness List is current and updated, including the current placement and placement worker information for any child or nonminor dependent victim or witness.

E. Duties of the County and CDSS Legal Division after the CDSS Legal Division Receives the Case:

1. Upon receipt of the case file, the CDSS Legal Division shall be responsible for the following:

   a. Logging the case into the Legal Case Tracking System (LCTS) and immediately assigning the case to a CDSS Legal Division hearing attorney.
   b. Preparing a new case memo identifying the hearing attorney and the hearing attorney's contact information and emailing it to the County staff identified on the Statement of Facts and the CDSS RFA County Liaison.

2. The CDSS Legal Division hearing attorney shall review the complete file to determine if the evidence is sufficient to go forward with the requested administrative action. If not, the County shall be consulted, and the file may be closed without filing and sent back to the County for an informal resolution or to obtain more evidence.

3. For cases to be heard at SHD, the CDSS Legal Division hearing attorney shall review the draft Position Statement prepared by the County and work with the County to finalize it. Provided that the County provides the necessary and relevant information in a timely fashion, the CDSS Legal Division is responsible for filing the Position Statement and exhibits with SHD. The County shall be responsible for making available to Respondent all relevant documents in the County's possession in accordance with the WD's. Prior to disclosure to Respondent, the County shall withhold or redact documents that are confidential or privileged as required by law.

4. For cases to be heard at OAH, the hearing attorney shall prepare, sign and file the Accusation or Statement of Issues in accordance with the County's request in the Statement of Facts case summary and serve on the Respondent(s):

   a. A copy of the filed Accusation or Statement of Issues shall be provided to the County welfare director or chief probation officer or designee.
   b. If there are any substantive changes to the allegations at issue that were identified in the Statement of Facts case summary provided by the County, the CDSS Legal Division shall consult the County welfare director,

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

chief probation officer, or designee for approval prior to filing the Accusation or Statement of Issues.

c. A CDSS Legal Division attorney may sign an amended Accusation or Statement of Issues on behalf of the County, if the amendment is approved by the welfare director, probation officer or designee. The CDSS Legal Division shall file a copy of the amended pleading with OAH, as applicable.

5. If a resolution is sought prior to hearing, the CDSS Legal Division shall discuss settlement options with the County, Respondent, CCLD or CDSS Program if applicable, draft the settlement agreement, and supervise its finalization. The County shall have the final decision on whether to approve a settlement. If a Respondent seeks to withdraw the appeal or notice of defense, the CDSS Legal Division shall prepare a written withdrawal for Respondent to sign, and if the matter has been set for hearing, submit a copy to the Administrative Law Judge.

6. For OAH cases, the CDSS Legal Division shall prepare and serve documents on Respondent in accordance with Government Code sections 11507.5 and 11507.6.

7. While the RFA administrative action is pending, the County shall keep the assigned CDSS Legal Division hearing attorney informed of new developments that occur prior to the hearing (e.g., new arrests or new evidence), and of any changes in the Respondent's address or other contact information. The County shall timely forward any phone calls or correspondence from Respondent, his or her authorized representative, or SHD to the CDSS Legal Division hearing attorney.

8. The County shall assist the CDSS Legal Division, if necessary, in locating witnesses, with the service of subpoenas for appearance at hearing, and with the transportation of witnesses to the hearing. The County shall notify the assigned CDSS Legal Division hearing attorney if there are concerns about the testimony of a child or similarly vulnerable witness at hearing as specified in WDs, Article 12. The County shall assist the CDSS Legal Division hearing attorney in providing information or facilitating contact with the witness's placement worker or treatment provider if a motion to protect the witness is determined to be necessary. The County shall provide for the use of one-way closed-circuit television or video in accordance with WDs, section 12-16 (Conduct of Hearing; Confidentiality and Procedures), as applicable.

9. The CDSS Legal Division shall represent the County at the prehearing conference, settlement conference, and hearing before SHD or OAH, and prepare any necessary motions, briefs, subpoenas, settlement documents or

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

other hearing documents, including those related to the County's withdrawal of a NOA and defaults, as outlined in the Written Directives.

10. The County shall be responsible for the following hearing-related duties and costs, including but not limited to the following:

    a. Reserving hearing rooms;
    b. Interpreters;
    c. Court reporters;
    d. Witness and expert witness fees;
    e. Security, if it is determined by the CDSS Legal Division hearing attorney, the county or an administrative law judge that a threat exists to the health and safety of those persons attending a hearing;
    f. Obtaining records needed for hearing; and
    g. Other hearing-related costs.

11. Following the SHD or OAH hearing, a proposed decision is adopted or rejected by the CDSS Director or designee. If the decision is rejected, the CDSS shall review the record and prepare the final decision and order, in accordance with the established standard.

12. The CDSS shall serve the final decision and order on all parties, including the County.

13. The CDSS Legal Division may represent the County in a request for reconsideration of the decision and order, a request for rehearing, or a request to set aside a default decision and order. If a conflict of interest exists, then representation by CDSS Legal Division shall be subject to the written consent of the parties and compliance with the Rules of Professional Conduct and paragraph G of this section.

14. The CDSS Legal Division shall update the statewide data system (i.e., AARS) with the final order or resolution.

F. Conflict Resolution:

1. If the County and the CDSS Legal Division consulting or hearing attorney disagree with how to proceed on a matter, the matter shall be resolved as follows:

    a. The matter shall be elevated to the County RFA supervisor and the CDSS Legal Division attorney's supervisor to meet and confer to resolve the matter.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

b. If no agreement is reached, the matter shall be elevated to the next County supervisor or manager level, and for the CDSS Legal Division, to the Assistant Chief Counsel to meet and confer to resolve the matter.
c. If still no agreement is reached, the matter shall be elevated to the Senior Assistant Chief Counsel and the equivalent County RFA program manager level to meet and confer to resolve the matter.

2. The County has the final decision on how to proceed on a matter, which shall be consistent with the CDSS Legal Division attorney's ethical duties regarding the minimum standards of evidence necessary to proceed with an action and the considerations identified below in paragraph F.3. of this section.

3. The resolution discussion shall include consideration of the minimum legal requirements for an action in the applicable statutes and WDs or regulations, any risks attendant to administrative litigation including a negative outcome at hearing, any risks to the health and safety of a child or nonminor dependent that may be caused by a failure to take action, and CDSS oversight responsibilities as mandated by law.

4. Nothing in this section shall interfere with the Parties' termination rights and the right of the CDSS Legal Division to withdraw from representation pursuant to the terms of this Agreement or applicable law.

G. Professional Responsibility; Conflict of Interest in Representation

1. The County acknowledges that the attorneys within the CDSS Legal Division have an ethical and legal duty to avoid a conflict of interest or the appearance of a conflict of interest when providing legal services to the County.

2. Pursuant to the California Rules of Professional Conduct, the CDSS Legal Division's attorneys may not be permitted to represent a client when there is a conflict of interest. If applicable, the CDSS Legal Division attorney is required to take certain actions which may include, but are not limited to, withdrawal from representation for individual cases or obtaining informed written consent from each client for individual cases.
3. The Parties acknowledge that there exists an appearance of a conflict of interest or an actual conflict of interest due to the CDSS Legal Division representing both CDSS and the County in administrative actions falling within the jurisdiction of both agencies. By the signing of this Agreement, the Parties are providing their written consent to the CDSS Legal Division's dual representation of both CDSS and the County, where applicable.

4. In all other matters in which there exists an appearance of a conflict of interest or an actual conflict of interest, the CDSS Legal Division consulting or

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

hearing attorney shall report the conflict to the County in writing as soon as possible after discovering the conflict. Potential conflicts of interests that may arise in RFA matters include, but are not limited to, the following:

a. Dual program matters involving an RFA and licensing action where the County and CDSS disagree on how to proceed;
b. Conflicts regarding the CDSS oversight function over the County's RFA program;
c. Conflicts due to a lawsuit pending against CDSS or the County; and
d. A request by the County for reconsideration of a CDSS issued order.

H. Withdrawal from Representation

1. If a County fails to follow legal advice or fails to perform any of its duties as set forth in this Agreement, the CDSS Legal Division retains the right to withdraw on referred cases by sending a written notice identifying those case(s) from which it is withdrawing to the County as specified in Exhibit A, Attachment 1, page 4, Paragraph O (Notices), subparagraphs 2 (United States Mail) or 3 (Email).

2. The Parties acknowledge and agree that the CDSS Legal Division must decline or terminate representation on cases as required by the California Rules of Professional Conduct.

IV. Family Evaluation

A. Provision of Family Evaluation Services

1. If identified in Section VII that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide family evaluation services on behalf of the County, in part or in full, this Section IV provides the terms and conditions of such services.

2. In conducting the family evaluation services, the CDSS Adoptions Services Bureau shall adhere to the requirements specified the Welfare and Institutions Code section 16519.5 and the RFA WDs sections: Definitions, 3-01; Forms, 3-02; County Reporting Requirements, 4-03; Implementation of Resource Family Approval Program by a County, 4-05; and Family Evaluation, 6-05.

B. The CDSS Adoptions Services Bureau and County agree to coordinate efforts in the following areas:

1. Exchange of information about resource family applicants and keeping each Party informed of general progress in the family evaluations and changes that

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

may affect the evaluation. This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective resource family.

2. Communication regarding the general progress of the evaluation that may affect the work provided by each Party, including potential inability to complete the evaluation, as needed.

3. Establishing mutually agreed upon timelines for completing the family evaluation.

4. Complying with the applicable laws and the RFA WDs relevant to family evaluations.

5. Providing other appropriate and necessary coordination as needed.

C. Responsibilities of the County

1. The County shall take the following actions:

   a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a family evaluation.
   b. Provide all necessary documents as they become available to the CDSS Adoptions Regional Office in order to conduct a family evaluation, including, but not limited to, RFA applications, home health and safety assessment, training records health history screening results, personal letters of references, whether criminal record clearances or exemptions were granted or denied, substantiated reports of child abuse and neglect, Department of Motor Vehicles (DMV) records, and employment verifications.
   c. Notify resource family applicants that the County may share confidential information with CDSS to conduct a family evaluation and that CDSS shall perform the family evaluation for the County.

D. Responsibilities of the CDSS

1. The CDSS shall take the following actions:

   a. An Adoptions Supervisor shall assign each family evaluation within five business days to a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be a Licensed Clinical Social Worker.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

b. Conduct an evaluation of resource family applicants according to the RFA WDs section 6-05: Family Evaluation. Evaluation to be initiated within two weeks of being assigned.
c. Conduct a separate face-to-face interview of all persons living in the home as specified in RFA WDs section 6-05(a)(2).
d. Request approval from the County to refer an applicant for a psychological evaluation, drug and alcohol assessment or testing, counseling, or other services during the evaluation as necessary. Associated costs of the services of the referrals shall be the responsibility of the County and paid by the County outside this Agreement to the applicable service provider.
e. Prepare a written family evaluation that includes an evaluation of the information obtained during a family evaluation of the resource family applicant, including a risk assessment, and recommendations that RFA be approved or denied based on information gathered through the family evaluation.
f. CDSS shall provide the County with the written family evaluation report within sixty (60) days of receipt of the referral for the family evaluation, with priority for completed family evaluations for relatives with emergency placements, unless further information is needed to complete the evaluation.
g. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a family evaluation are kept confidential as specified in RFA WDs section 4-04: Confidentiality.
h. Provide for a copy of the family evaluation file upon request of the County staff responsible for the provision of RFA services.
i. Provide a CDSS Adoptions Specialist to testify as to the family evaluation if the results of a family evaluation are at issue during an administrative hearing.
j. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the family evaluation for ninety (90) days after an evaluation is provided to the County. Thereafter, the family evaluation file shall be securely delivered to the County. The County shall retain the closed evaluation file in accordance with the retention policies of CDSS. Access to a copy of the family evaluation file shall be made available to CDSS (or its agents or representatives) upon request in the event of audit, or as required or permitted by law.
k. For each request, the County shall provide a copy within ten (10) business days, unless the request is identified as urgent. The County shall use it best efforts to provide a copy within the period identified by CDSS for an urgent request.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

E. Conflict Resolution

1. The County and the CDSS shall use customary and available problem-solving methods and resources in efforts to resolve differences. Any disagreements or conflicts regarding resource family evaluation services provided by the Parties for a particular individual shall be resolved as follows:

   a. The primary social worker from the County and the CDSS shall meet and confer to resolve differences regarding a particular family evaluation.
   b. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers shall meet and confer to resolve differences.
   c. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS Adoptions Regional Office Manager and their respective supervisors and social workers shall meet and confer to resolve differences.
   d. If the differences remain unresolved through the process specified above, the matter shall be referred to the next higher level of management for each of the Parties until the matter is resolved.

F. Conflict of Interest

1. The CDSS Adoptions Regional Office staff conducting family evaluations shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.

2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 4-02(g) to identify any conflict of interest. If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to his/her supervisor, who may transfer responsibility for the evaluation to another Adoptions Specialist.

V. Complaint Investigations

A. Agreement to Provide Complaint Investigation Services

1. The County and CDSS agree that the CDSS CCLD shall investigate on behalf of the County all complaint allegations, made against resource families, if these services are identified in Section VII; this Section V provides the terms and conditions agreed upon by the Parties for all such investigations.

2. In conducting complaint investigations, the CCLD Regional Office shall adhere to the requirements specified in RFA WDs sections 3-01, 3-02, 4-03, 4-05, and 9-06A.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

B. Coordination of Efforts

The CDSS and County agree to coordinate efforts in the following areas:

1. As necessary, exchange information about each resource family complaint investigation and keep each Party informed of general progress in the complaint investigation and changes that may affect the result. This exchange may include, but is not limited to, any information (e.g. concerns, post complaint events, or adverse actions) relevant to the complaint investigation.

2. As needed, communicate the general progress in the complaint investigation that may affect the work provided by each Party, including potential inability to complete the complaint investigation.

3. Establish mutually agreed upon timelines for providing requested information or responses for actions not specified in the RFA WDs or applicable law.

4. Provide other appropriate and necessary coordination as needed.

C. Complaint Referral to the CCLD

1. After the preliminary review specified in RFA WDs section 9-06A(c), the County shall refer each complaint that requires an investigation to the appropriate CCLD Office within one (1) business day following receipt of the complaint as specified in RFA WDs section 4-03(e).

2. The referral must be in writing and include the physical address location of the County's file for the resource family, the contact information of the custodian of the resource family's file, the contact information of the complainant, and detailed information regarding the complaint allegation.

D. Complaint Assignment

1. Upon receipt of the complaint referral, the CCLD Regional Office shall create a file and associated file complaint number in a CCLD database for each resource family complaint investigation.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

2. Upon receipt of the referral of the complaint, the CCLD Regional Office shall immediately assign the complaint to staff for investigation.

3. Upon assignment, the assigned CCLD Regional Office staff shall contact the custodian of the resource family file and undertake a process to secure access to the resource family file or a copy of the file.

   a. The County agrees to allow the CCLD Office staff to have access to the resource family's file or to be provided a copy, upon request. If a copy shall be provided electronically, the County is responsible for securely transferring the file to the appropriate CCLD Regional Office staff.

E. File Review and Initial Complaint Investigation

1. Upon receipt of a copy of the resource family's file or access to the file, the CCLD Regional Office staff shall undertake the following:

   a. Review the file for any conflicts of interest in order to comply with the conflict of interest provisions in RFA WDs section 9-06A(o) and (p).
      (1) If a conflict exists or appears to exist, the CCLD Regional Office staff shall immediately report the conflict to his or her supervisor, who may transfer responsibility for the complaint investigation to another staff member.
   b. Review the resource family's file and any related licensing files.
   c. Confirm whether any adverse action against the resource family is currently in process by CDSS or the County, or previously undertaken or concluded by either Party. If such exist, documentation regarding the adverse action shall be made available by the County or other Division of CDSS.
      (1) The additional documentation of any adverse actions shall be reviewed and made a part of the complaint investigation file.

2. Initial Investigation Activities

   a. The CCLD Regional Office staff shall interview the complainant, if known.
   b. Witnesses of the alleged RFA violation may be contacted by the CCLD Regional Office during the initial investigation and throughout the period the complaint investigation remains open.
   c. Any documentation received during the complaint investigation shall be made a part of the complaint investigation file.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

F. The Initial 10-Day Visit to the Resource Family Home

1. The CCLD Regional Office staff shall conduct an unannounced visit to the resource family's home within ten (10) calendar days of receipt of the complaint referral, except as specified in RFA WDs section 9-06A(j), (k), and (o).

2. The initial 10-day visit shall be fully documented in the CCLD complaint investigation file.

G. New Allegations

The CCLD Regional Office staff shall immediately report any new allegation(s) disclosed during an investigation to the County.

H. RFA Deficiencies

The CCLD Regional Office staff shall report any known or potential deficiencies unrelated to the complaint to the County so the County RFA staff can take appropriate action in response.

I. Further Investigation Required

The CCLD Regional Office staff shall notify the County if the complaint investigation cannot be completed within ninety (90) days after the initial 10-day visit because further investigation is required.

J. Complaint Investigation Report

1. The CCLD Regional Office staff shall prepare a written complaint investigation report containing a finding for each allegation as either substantiated, inconclusive, or unfounded.

2. The CCLD Regional Office staff shall forward the written complaint investigation report to the County upon completion.

3. If the County disagrees with the CCLD Regional Office complaint investigation report findings, then it shall contact the CCLD Regional Office to discuss and/or to request additional clarification.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

K. Notification to Resource Family and Complainant

1. Upon receipt of the complaint investigation report, the County shall deliver a copy of the complaint investigation report to the resource family.

2. Upon request by the County, the CCLD Regional Office staff responsible for the complaint investigation report shall provide technical assistance.

3. The County shall notify the complainant, if known, of the findings of the complaint investigation.

L. Follow-Up

For substantiated findings, the County RFA staff shall develop a corrective action plan for the resource family to correct identified deficiencies, or may take other action as specified in the RFA WDs. Nevertheless, if a County determines that it is not possible to correct an identified deficiency, then the County shall document the deficiency and may proceed with the necessary administrative action as specified int the RFA WDs.

M. Cross-Reporting Investigation Results

The County shall report investigation results as specified in applicable law, RFA WDs sections 4-04 and 9-06C, or as required by this Agreement.

N. Records

1. Absent threatened or pending litigation or other good cause identified by CDSS, records related to the complaint investigation shall be held by the CCLD Regional Office for the duration of this Agreement and for three (3) years following the expiration or termination of this Agreement or three (3) years following the end date of the provision of complaint investigation services, whichever first occurs. Thereafter, the records for the complaint investigations specified in this Agreement shall be delivered to the County.

2. Within ten (10) calendar days of the County's written request, the CCLD Regional Office shall provide a copy of any complaint investigation file created pursuant to this Agreement.

O. Reporting Complaints with Investigations Pending

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

The CCLD Regional Office shall provide to the County monthly written reports of complaint investigations open longer than ninety (90) days and subject to further investigation.

VI. Home Health and Safety Assessment

A. Provision of Home and Health Safety Assessment Services

1. If identified in Section VII that the County and CDSS agree that the CDSS Adoptions Services Bureau shall provide home health and safety assessment services on behalf of the County, in part or in full, this Section VI provides a description of the services and the responsibilities of the Parties.

2. In conducting the home health and safety assessment services as described in the Written Directives (WDs), Article 6, section 6-02: Home Environment Assessment, paragraph (a) (2), the CDSS Adoptions Services Bureau shall adhere to the requirements specified in the Welfare and Institutions Code section 16519.5, the most recently published version of the RFA WDs, and the most recently published version of the Form RFA-03[2]. Resource Family Home Health and Safety Assessment Checklist (hereinafter referred to as Form RFA-03). As appropriate CDSS shall refer to the WDs, to complete the Form RFA-03 and provide the required summary.

B. The CDSS Adoptions Services Bureau and the County agree to coordinate efforts in the following areas:

1. Exchange information about resource family applicants and keep each other informed of general progress in the home health and safety assessment and changes that may affect the assessment. This exchange may include, but is not limited to, any information (e.g. complaints, concerns, adverse actions) that would reflect the suitability of the prospective resource family applicant(s).

2. As needed communicate the general progress in the assessment that may affect the work provided by each Party, including facts or circumstances which may delay or prevent the completion of the assessment within sixty (60) days.

[2] The RFA-03 form includes applicable instructions in the WDs sections 11-01 through 11-16 regarding First Aid supplies including but not limited to provisions regarding self-administering, storing and documenting.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

3. Establish mutually agreed upon timelines for completing the home health and safety assessment when such cannot be completed within sixty (60) days. Comply with the RFA WDs relevant to home health and safety assessments.

4. Provide other appropriate and necessary coordination as needed.

C. Responsibilities of the County

1. The County shall take the following actions:

   a. Refer resource family applicants to the appropriate CDSS Adoptions Regional Office for a home health and safety assessment.
   b. Timely provide all necessary documents to the CDSS Adoptions Regional Office, using a secure or encrypted format, or a secure file transfer protocol, so that each home health and safety assessment may be completed within sixty (60) days.
   c. Notify resource family applicants that CDSS shall perform the home health and safety assessment for the County.
   d. Conduct the background checks and related activities as described in the RFA WDs, section 6-03A.
   e. For items identified as incomplete in the Home, Health and Safety Assessment provided by CDSS or form RFA 03 the County shall be responsible for verifying completion prior to approval of the resource family.

D. Responsibilities of the CDSS

1. The CDSS shall take the following actions:

   a. Assign a CDSS Adoptions Specialist with a Master's degree in Social Work who may also be bilingual and/or a Licensed Clinical Social Worker for each home health and safety assessment.
   b. Conduct a home health and safety assessment according to the RFA WDs section 6-02(a)(2) that includes all of the following: A health and safety assessment of the home and grounds, outdoor activity space and storage areas of the applicant's home using form RFA-03: Resource Family Home Health and Safety Assessment Checklist, to determine compliance with certain sections of Article 11 of the WDs and, if applicable, section 11.1-07: Additional Home and Grounds Requirements for Specialized Resource Families.
   c. Prepare a summary of the home health and safety assessment in a written format that includes an evaluation of the information obtained during a home health and safety assessment of the resource family applicant's

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

home and property (e.g. if there are items that needed to be repaired or purchased).

d. CDSS shall provide the County with the written summary report, that also includes the completed original Form RFA 03, within sixty (60) days of receipt of the referral from the County for the home health and safety assessment.
e. Ensure all records provided to CDSS by the County and all information obtained in order to conduct a home health and safety assessment are kept confidential as specified in RFA WDs section 4-04: Confidentiality.
f. Provide for a copy of the home health and safety assessment file upon request of the County staff responsible for the provision of RFA services.
g. Provide a CDSS Adoptions Specialist to testify in regards to the home health and safety assessment if the results of a home health and safety assessment are at issue during an administrative hearing.
h. Absent pending litigation or other good cause identified by CDSS, the Adoptions Regional Office shall retain the records of the home health and safety assessment for ninety (90) days after an assessment is provided to the County. Thereafter, the home health and safety assessment file shall be securely delivered to the County. The County shall retain the closed assessment file in accordance with the retention policies set forth in Article 10, section 10-05 of the Written Directives. Access to a copy of the home health and safety assessment section of the resource family file shall be made available to CDSS (or its agents or representatives) upon request in the event of a review or audit, as permitted by law, or as required by court order.

E. Conflict Resolution

1. The County and the CDSS shall act in good faith to resolve differences. Any disagreements or conflicts regarding resource family home health and safety assessments and how they are performed shall be resolved as follows:

   a. The primary social worker from the County and the CDSS shall meet and confer to resolve differences regarding home health and safety assessments.
   b. If the primary social workers are unable to resolve differences, the County supervisor and the CDSS supervisor and primary social workers shall meet and confer to resolve differences.
   c. If the supervisors and social workers are unable to resolve differences, the County Program Manager and the CDSS Adoptions Regional Office Manager and their respective supervisors and social workers shall meet and confer to resolve differences. Requests shall be made by written communication such as email to /from the county to/from the relevant CDSS Adoptions Regional Office Manager. Response times between the

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

parties shall be no longer than seven (7) calendar days. Communication may be in person or by telephone. Meetings shall continue until the differences are resolved.

d. If the differences remain unresolved through the process specified above, the matter shall be referred to the next higher level of management for each of the Parties until the matter is resolved if appropriate.

F. Conflict of Interest

1. The CDSS Adoptions Regional Office staff conducting home health and safety assessments shall be instructed to avoid a conflict of interest or the appearance of a conflict of interest when rendering services.

2. The CDSS shall direct CDSS Adoptions Specialists to RFA WDs section 4-02(g) to identify any conflict of interest. If there exists an appearance of a conflict of interest or an actual conflict of interest, the Adoptions Specialist shall report the conflict to his/her supervisor, who may transfer responsibility for the home health and safety assessment to another Adoptions Specialist.

VII. Identification of Services

The Parties identify that in addition to the services of section III, Legal Consultation and Legal Representation on Appeals, the services described in Section IV, Section V and/or Section VI are a part of this Agreement, if checked below:

Section IV, Family Evaluation ☐
Section V, Complaint Investigations ☐
Section VI, Home Health and Safety Assessment ☐

In the event this Agreement expires or is terminated with open evaluations, investigations, assessments, or legal consultations or representation, CDSS may complete such services in accordance with the terms in this Agreement.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT A
(Standard Agreement)

VIII. Project Representatives

The Project Representatives during the term of this Agreement shall be:

CDSS

Name:	Meryl Press
Title:	RFA Policy Analyst
Address:	744 P Street, MS 8-13-552 Sacramento, CA 95814
Phone:	(916) 651-9431
Email:	Meryl.press@dss.ca.gov

County of Mariposa

Name:	Baljit Hundal
Title:	Division Director of Human Services
Address:	County of Mariposa Human Services 5362 Lemee Lane – PO Box 99 Mariposa, CA 95338
Phone:	(209) 742-0919
Email:	Bhundal@mariposahsc.org

Either party may make changes to the Project Representative information by giving ten (10) calendar days written notice to the other Party. Said changes shall not require an amendment to this Agreement.

IX. Authority to Enter into This Agreement

Each Party entering into this Agreement represents the existence of the authority to enter into this Agreement.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

GENERAL TERMS AND CONDITIONS

A. Term

The initial term of this Agreement shall commence on July 1, 2021 and shall terminate on June 30, 2024 (the "**Initial Term**"). This Agreement may be renewed by written amendment on a year-to-year basis for each one-year renewal period, upon its commencement, to constitute part of the "**Term**" for all purposes hereunder.

B. Termination

1. Termination without Cause: Each Party reserves the right to terminate this Agreement at any time and for any reason upon provision of ninety (90) days' advance written notice to the other Party in accordance with paragraph O (Notices).

2. Termination for Cause: Each Party reserves the right to terminate the Agreement for cause. In addition, if either Party defaults under this Agreement, the Agreement may be terminated by the non-defaulting Party effective upon provision of forty-five (45) days advance written notice of termination provided to the defaulting Party in accordance with paragraph O (Notices).

3. Default Costs: In the event of termination of this Agreement due to a default by either Party, the non-defaulting Party shall not be liable for any costs incurred by the defaulting Party in connection with such termination.

4. Return of Materials: Upon the expiration or earlier termination of this Agreement, each Party shall return to the other Party any and all materials, equipment or documents provided by the other Party in connection with the activities governed by this Agreement within ten (10) business days of written demand therefor.

C. Ineligible for Federal Assistance

This Agreement is void or voidable if the either Party receives reliable information that the other Party has been debarred, suspended, proposed for debarment, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving Federal agreements, certain sub-agreements, and certain Federal assistance and benefits.

D. Amendments

This Agreement may be modified, amended, or supplemented only by a written amendment, signed by a Representative from each Party, who has the authority to

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

GENERAL TERMS AND CONDITIONS

act on behalf of their respective Party. Each Party is responsible for obtaining the necessary approval(s) before entering into any amendment.

E. Time

1. Time is of the essence for the performance of the services of this Agreement. Each Party shall promptly comply with the terms of this Agreement and in the performance of the activities described in Exhibit A, Sections III, IV, V, and VI. If a Party is unable to comply with a term or requirement of this Agreement, it shall promptly notify the other Party's Project Representative of the inability to comply with the particular requirement or term.

2. Each Party to this Agreement shall devote such time to the performance of the activities described in Exhibit A as may be reasonably necessary for the satisfactory performance of the obligations of this Agreement.

3. The Party failing to meet the timelines described in the services in Exhibit A, Sections III, IV, V and VI of this Agreement shall be responsible for any fees or costs imposed by the applicable law which result due to the other Party.

F. Default

Neither party shall be considered to be in default of this Agreement to the extent the performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.

G. Conflict of Interest

The Parties agree to enforce the requirements of the California Government Code, Section 1090 et seq. and Sections 87100 through 87105 to prevent a public officer or employee, including a subcontractor, from participating in an activity that would constitute a conflict of interest.

H. Nondiscrimination

The Parties shall not discriminate in the employment of persons necessary to perform this Agreement on any legally impermissible basis, including on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

GENERAL TERMS AND CONDITIONS

1. The Parties represent that each is aware and shall follow: a) Title VII of the Civil Rights Act of 1964, including subsequent amendments (42 U.S.C. § 2000e et seq.); b) the Age Discrimination Act of 1967 (29 U.S.C. § 621 et seq.); c) Title I of the Americans with Disabilities Act of 2008 (42 U.S.C. § 12101 et seq.); and d) the California Fair Employment and Housing Act (California Govt. Code, § 12900 et seq.), including the related regulations commencing at 2 CCR § 11006 et seq.

2. In the provision of services each Party shall be responsible for the actions of its employees, directors or officers so that employees and applicants for employment and any member of the public are free from any unlawful discrimination.

3. The Parties agree to include the non-discrimination and compliance provision of this paragraph in all sub-agreements, if any, to perform services under this Agreement.

I. Change in Statutes or Regulations

If there is a change of statute or regulations, including the Written Directives (WDs), applicable to the performance of this Agreement, both Parties agree to be governed by the new provisions, unless either party gives Notice to terminate pursuant paragraph O of this Agreement or identifies through written correspondence that the changes in law require negotiation of the responsibilities or terms of the Agreement.

J. Assignment

Except as specifically authorized within the Agreement, no rights may be assigned and no duties under this Agreement may be delegated by a Party without the prior written consent of the other, and any attempted assignment or delegation without such consent shall be void. Each successor or assignee of the applicable Party to this Agreement shall be held jointly and severally liable under this Agreement.

K. Responsibility of Project Representatives

All matters concerning the administration of this Agreement, which are within the responsibility of the Parties shall be under the direction of, or shall be submitted to, the respective Project Representative or the party's employee specified, in writing, by the Project Representative. A Party may, in its sole discretion, change its designation of its Project Representative upon providing written notice to the other Party at least ten days prior to such change in accordance with paragraph O (Notices). The Project Representatives for the Parties are specified in the Exhibit A, Page 24, Section VIII.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

GENERAL TERMS AND CONDITIONS

L. Waiver

1. Any waiver shall be memorialized in writing, and signed by the Project Representative of each Party. However, neither Party may waive provision or right in the Agreement that is a required act specified in the WDs.

2. The failure of either Party to enforce any right or provision of this Agreement shall not be construed as a waiver by the other Party of its rights under the Agreement and shall not prevent the other Party from subsequently enforcing such right or provision.

M. Cumulative Rights

The rights and remedies of the Parties herein are cumulative and are in addition to any other rights or remedies that the Parties may have at law or in equity.

N. Severability

Should any part, term, portion, or provision of this Agreement be finally decided by a court of competent jurisdiction to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first place.

O. Notices

A notice to the other Party in the administration of this Agreement shall be given to the Party's Project Representative by regular mail, or by email as more particularly specified in this paragraph. Any such notice shall be deemed given on:

1. Personal Service: The day the notice is personally delivered to the Party's Project Representative.

2. United States Mail: Five days after the date the notice is deposited in the United States mail, addressed to a Party's Project Representative with first-class postage fully prepaid;

3. Email: On the day the notice is transmitted by email to the email address of the Party's Project Representative as specified in Section VIII, provided an original of such notice is deposited in the United States mail, addressed to the Party's Project Representative, on the same day as the email transmission.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

GENERAL TERMS AND CONDITIONS

P. Compliance with Applicable Laws

The Parties shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the service specified in this Agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Agreement.

Q. Negotiated Agreement

This Agreement was negotiated between the Parties. Neither Party is deemed to be the Party which prepared this Agreement within the meaning of California Civil Code, section 1654.

R. Independent Advice

Each Party represents 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 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.

S. Information Subject to a Business Associate Agreement

The Parties agree to identify for the other Party protected health information in the records that was provided through a business associate agreement of a covered entity, as required by 42 U.S.C 1320d and its implementing regulations at 45 CFR Parts 142, 160, 162, and 164, collectively referred to as the Health Insurance Portability and Accountability Act Privacy Rule.

T. Conflicting Disclosure Laws

The Parties agree to follow the requirements of the law for the disclosure of confidential records. When in doubt as to whether a record in its possession should be disclosed or withheld, each Party agrees to contact its Legal Counsel for direction.

U. Mailing of Confidential Information

The Parties may use the United States Postal Service to deliver records containing personal or confidential information to the other provided that the record(s) are double enveloped with the interior envelope identified as confidential with the name of the recipient of the mail on the interior envelope. Additionally, each shall require

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

GENERAL TERMS AND CONDITIONS

that the records being delivered shall only be delivered to the addressee with an acknowledgement of receipt. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

V. Transporting Records

The Parties agree that all records containing personal or confidential information shall be transported in a secure manner. When using a third party who is not a Party to this Agreement to transport records to the other Party, the Parties each agree to notify the other before sending records to the other containing personal or confidential information, as defined in law. Notice may be provided electronically, but receipt of the message must be confirmed before commencing the transport of the records to the other Party. Additionally, except for personal delivery by a representative of the Parties a bonded courier service shall be used. The records shall be securely double-enveloped or boxed with the interior envelope or box identified as confidential and properly addressed to the intended recipient/employee. Upon delivery, the courier shall obtain a signed acknowledgement of receipt from the entity receiving the documents. The Party sending the records is responsible for obtaining a copy of the signed receipt and maintaining it.

W. Indemnification

1. Claims Arising from Acts or Omissions of the County

   The County hereby agrees to defend and indemnify the CDSS, its agents, officers, and employees (hereinafter collectively referred to as the CDSS), from any claim, action or proceeding against the CDSS arising from the County's negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the CDSS may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of any obligation imposed by this Agreement. The CDSS shall notify the County promptly of any claim, action or proceeding and cooperate fully.

2. Claims Arising from Acts or Omissions of the CDSS

   The CDSS hereby agrees to defend and indemnify the County, its agents, officers, and employees (hereinafter collectively referred to as the County), from any claim, action or proceeding against the County arising from CDSS' negligence in the performance of the services and activities of this Agreement, including omissions to act. At its discretion, the County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CDSS of any obligation imposed by this

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

GENERAL TERMS AND CONDITIONS

Agreement. The CDSS shall notify the County promptly of any claim action or proceeding and cooperate fully.

X. Relationship of the Parties

The CDSS is acting as a contractor for the delivery of the services; this is not a joint venture agreement between the Parties. It is understood by both Parties that this Agreement does not create an employer-employee relationship between the Parties. Each Party agrees that it shall not enter into agreements or make representations or promises on behalf of the other Party, except as identified in Exhibit A.

Y. Bankruptcy

The Parties shall immediately notify the other in the event that either ceases conducting business in the normal manner or becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business on assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of this state relating to insolvency or protection of the rights of creditors.

Z. Insurance Requirements

The CDSS is a self-insured public entity, which possesses the ability to cover liabilities, including general, professional, motor vehicle, and workers' compensation liabilities arising from or connection with the performance of services under this Agreement by CDSS, its employees, officers, or directors. Evidence of self-insurance is provided with Exhibit A, Attachment 3. Evidence of CDSS' self-insurance for liabilities, from the use of motor vehicles includes owned, non-owned, and hired vehicles used by CDSS employees in the performance of services, is provided with Exhibit A, Attachment 4.

AA. Title to Documents; Copyrights

The reports, forms and other materials produced by the CDSS pursuant to this Agreement are the property of the CDSS and shall not be subject to any copyright claimed by the County, its employees, subcontractors or agents. However, the County may use for administrative purposes completed materials developed or produced by the CDSS. Incomplete documents or projects may not be used without the prior written consent of the CDSS. Records, reports, or documents containing personal or confidential information shall not be used for any commercial purpose and shall not be copyrighted by either Party, including the employees, officers, directors, or agents of each Party.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

GENERAL TERMS AND CONDITIONS

BB. Venue

It is agreed by the Parties to this Agreement that, unless expressly waived by CDSS, any action brought to enforce provisions of this Agreement for declaratory relief shall be filed and remain in a court of competent jurisdiction in the County of Sacramento in the State of California.

CC. Controlling Law

The validity, interpretation and performance of this Agreement shall be construed under the laws of the State of California, or when applicable federal law.

DD. Entire Agreement

This Agreement is the entire Agreement of the Parties for the performance of the services described in Exhibit A. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached hereto or incorporated by reference. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, agreements, written, or oral, between the Parties.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

Information Security Requirements

I. Information Security Incidents and/or Breaches

A. Discovery and Notification of Incidents and/or Breaches. CDSS shall be responsible for facilitating the Incident and/or Breach response process as described in California Civil Code 1798.29(e), California Civil Code 1798.82(f), and SAM 5340, Incident Management. CDSS shall notify the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within one working day by telephone call and email upon the discovery of the Incident and/or Breach affecting the security of County Confidential, Sensitive, and/or Personal (CSP) Information if the County CSP was, or is reasonably believed to have been, acquired by an unauthorized person, or there is an intrusion, potential loss, or unauthorized use or disclosure of the County CSP is in violation of the Agreement, this provision, the law, or potential loss of the County CSP that is in violation of this Attachment 2. CDSS shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the Incident and/or Breach and to protect the operating environment;

2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

B. Isolation of System or Device. A system or device, containing County CSP, compromised by an Incident and/or Breach involving an exploitation of a technical vulnerability, shall be promptly disconnected from CDSS' production environment with access to only individuals who are participating in the investigation, mitigation, and remediation of the Incident and/or Breach. Such system or device shall remain disconnected from the production environment until the risk from the exploited vulnerability has been adequately mitigated. The County must be contacted prior to placing the previously compromised system or device, containing County CSP, back in the production environment. The affected system or device, containing County CSP, shall not be returned to operation in the production environment until the County Information Security and/or Privacy Officer gives its approval.

C. Investigation of Incidents and/or Breaches. CDSS shall promptly investigate such Incidents and/or Breaches.

D. Updates on Investigation. CDSS shall provide regular (at least once a week) email updates on the progress of the Incident and/or Breach investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

E. **Written Report**. CDSS shall provide a written report of the investigation to the CDSS Program Contract Manager and the County Information Security and/or Privacy Officer within fifteen (15) working days of the discovery of the Incident and/or Breach. To the extent CDSS has such information, the report shall include but not be limited to the following:

1. CDSS point of contact information;

2. Description of what happened, including the date of the Incident and/or Breach and the date of the discovery of the Incident and/or Breach, if known;

3. Description of the types of County CSP that were involved, and the extent of the information involved in the Incident and/or Breach;

4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed County CSP;

5. A description of where the County CSP is believed to have been improperly transmitted, sent, or utilized;

6. A description of the probable causes of the improper use or disclosure;

7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and

8. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.

F. **Notification of Individuals**. CDSS shall notify individuals of the breach or unauthorized use or disclosure when notification is required under applicable state or federal law as determined by the County. CDSS shall pay any costs of such notifications, as well as any costs associated with the breach. The CDSS Program Contract Manager and the County Information Security and/or Privacy Officer shall promptly approve the time, manner and content of any such notifications, and such approval shall not be unreasonably withheld.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

July 1, 2021

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION
INSURANCE FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022

Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento CA 95798-9052(Gov. Code section 900, et. seq.) Internet link: https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management. P.O. Box 989052 MS-403, West Sacramento, CA 95798- 9052, (800) 900-3634, Claims@dgs.ca.gov If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 **MS 414,** West Sacramento , CA 95798-9052(Gov. Code section 900, et. seq.) Internet link: https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance-Management-Services-List-Folder/File-a-Government-Claim

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Lynan Graf

Associate Risk Analyst
Office of Risk and Insurance Management
Phone : (916) 376-5290
Fax: (916) 376-5275
Lynan.graf@dgs.ca.gov

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

June 7, 2021

STATE OF CALIFORNIA AUTOMOBILE LIABILITY / PHYSICAL DAMAGE FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022

To Whom It May Concern:

Please accept this letter as certification that the State of California has elected to be self-insured for liability and physical damage arising out of the ownership, maintenance, and operation of land motor vehicles.

Under this program, the Office of Risk and Insurance Management administers liability claims arising out of the operation of the vehicle. Physical Damage to such vehicle may be reimbursed by the Employing State Agency in accordance with State Administrative Manual (SAM) sections 2420 and 4116.

Sincerely,

Lynan Graf

Lynan Graf
Department of General Services
Associate Risk Analyst
(916) 376-5290
Lynan.Graf@dgs.ca.gov

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed $0.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

21/22	$0.00
22/23	$0.00
23/24	$0.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), County agrees to pay CDSS for said services in accordance with the rates specified below:

   a. Invoicing for Family Evaluations

      i. If Family Evaluations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Family Evaluation services were completed. The quarterly invoices shall include for each completed Family Evaluation the non-federal cost per case rate.

      ii. The CDSS shall track each Family Evaluation and invoice for the non-federal share of $1,683.00 per each Family Evaluation.[1] CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year shall be subject to change based on the applicable federal discount rate for that year.

      iii. The County shall pay CDSS quarterly for the completed Family Evaluations. For payment the County shall draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County shall use its Local Revenue Fund (LRF) for subsequent payment(s).

[1] The estimated cost to complete each Family Evaluation is $2,305.00. The federal funds share is $622.00.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT B
(Standard Agreement)

iv. If it is determined by CDSS that the average family evaluation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).

v. If the Exhibit A identifies that CDSS shall provide only a portion of the County's Family Evaluations, the cost of the Family Evaluation shall be the same as identified in section A, paragraph 2 (a) (ii), above.

b. Invoicing for Complaint Investigations

i. If Complaint Investigations were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Complaint Investigations were completed. The quarterly invoices shall include, for each completed complaint investigation, the non-federal cost per case rate.

ii. The CDSS shall track each Complaint Investigation and invoice for the non-federal cost of $1,453.00. [2] CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal year shall be subject to change based on the applicable federal discount rate for that year.

iii. The County shall pay CDSS quarterly. For payment the County shall draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County shall use its LRF for subsequent payment(s).

iv. If it is determined by CDSS that the average complaint investigation greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).

[2] The estimated cost to complete each Complaint Investigation is $1,991.00. The federal funds share is $538.00.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT B
(Standard Agreement)

v. If the Exhibit A identifies that CDSS shall provide only a portion of the County's Complaint Investigations, the cost of the Complaint Investigation shall be the same as identified in this Exhibit B, section A, paragraph 2 (b)(ii), above.

c. Invoicing for Home Health and Safety Assessments

i. If Home Health and Safety Assessments were identified in Exhibit A, Section VII, as part of this Agreement, CDSS shall provide quarterly invoices in arrears for each quarter in which the Home Health and Safety Assessments services were completed. The quarterly invoices shall include, for each open Home Health and Safety Assessment, the non-federal cost per case rate.

ii. The CDSS shall track each Home Health and Safety Assessment and invoice for the non-federal share of cost of $474.00 per each Home Health and Safety Assessment.[3] CDSS shall not invoice for the amount of the services involving the federal funds share. The non-federal share of costs for each fiscal shall be subject to change based on the applicable federal discount rate for that year.

iii. The County shall pay CDSS quarterly. For Payment the County shall draw down funds from the General Fund RFA allocation. Once the total RFA allocation is exceeded, the County shall use its Local Revenue Fund (LRF) for subsequent payment(s).

iv. If it is determined by CDSS that the average Home Health and Safety Assessment greatly exceeds the estimated hours, CDSS shall provide the documentation regarding the number of hours to the County. For any extension of this Agreement or subsequent agreement for these services the amount paid to CDSS may be increased for the next fiscal year(s).

v. If the Exhibit A identifies that CDSS shall provide only a portion of the County's Home Health and Safety Assessments, the cost of the Home

[3] The estimated cost to complete each Home, Health and Safety Assessment is $649.00. The federal funds share is $175.00.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT B
(Standard Agreement)

Health and Safety Assessments shall be the same as identified in this Exhibit B, section A, paragraph 2 (c)(ii), above.

3. The County shall be responsible for payment of the contracted services and activities provided by CDSS in accordance with rates above from the following sources and in the following order:

   * General Fund Resource Family Approval allocation (if such exists in the State Budget);
   * the County's 2011 Realignment LRF; and
   * other County funds.

4. Continuation of Services

   In the event this Agreement expires or is terminated with open Family Evaluations, Complaint Investigations, Home Health and Safety Assessments or Legal Consultations or Legal Representation on Appeals/SHD and OAH Hearings, CDSS may complete such actions in accordance with the terms of this Agreement; submit invoices as identified in this Exhibit B, withhold a corresponding portion of the RFA Allocation to complete such activities from a current or subsequent fiscal year, and receive payment from the County from its LRF for a current or subsequent fiscal year.

5. Cost Increase

   During the term of this Agreement, and as the Budget Act allows, CDSS and the County may approve increases in the service levels for each of the services provided by CDSS and increase the amount that the County shall pay CDSS from the County's General Fund RFA allocation and the LRF.

6. Invoices shall include the Agreement No. 21-5025 and Index Code 2552 and shall be submitted in triplicate or as otherwise requested by the County nor more frequently than quarterly in arrears to:

   County of Mariposa Human Services
   5362 Lemee Lane – PO Box 99
   Mariposa, CA 95338
   Attn: Baljit Hundal, Division Director of Human Services

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT B
(Standard Agreement)

7. Should the County receive services in excess of $750,000 in federal assistance, Invoices shall include the CFDA number: 93.658 and the CFDA Program Title: Resource Family Approval.

   Any invoices submitted without the above referenced information may be returned to CDSS for reprocessing.

8. For each invoice, the County shall route to the appropriate personnel responsible for the prompt review and payment. For disputed invoices, if any, the County shall specifically identify those services which are in dispute, for which additional information is necessary, in its subsequent correspondence with CDSS.

9. Undisputed invoices shall be paid promptly, and no later than 45 days from receipt of the original invoice. The County shall also pay for those services which are undisputed within 45 days of receipt of the original invoice.

B. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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

C. For Contracts with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

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

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

EXHIBIT B
(Standard Agreement)

Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. CDSS, at its option, may terminate this Agreement upon 30-days notice, or to amend the Agreement to reflect any reduction in Federal funds.

D. Review

Each party reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

Attachment: CDSS RFA Agreement 21-5025 (RES-2021-510 : Agreement with CDSS and Mariposa County for Resource Family Approval

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Recognition (Fish Camp)

RECOMMENDATION AND JUSTIFICATION:
Recognize the Service of Dan Lyle to the Fish Camp Town Planning Advisory Council (Supervisor Menetrey).

Mr. Lyle is unable to continuing serving on this Council and has resigned.

With this action there will be one vacancy on this Council, which is being advertised.

Appointments, term expirations and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Mr. Lyle was appointed to this Council on February 4, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Miss the opportunity to recognize a community member's contributions to the Fish Camp Town Planning Advisory Council.
.

ATTACHMENTS:
210809 Dan Lyle redacted resignation (PDF)
210817 FCPAC Vacancy 1 (PDF)

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

Jil Chiesa

From: Dan Lyle
Sent: Monday, August 9, 2021 3:16 PM
To: Carol Suggs
Subject: Re: Fish Camp PAC

Carol,

I have accepted a new position out of the area and will not be able to satisfy the commitments for my board position.

I regret having to resign my position without notice.

Dan Lyle

On Wed, Aug 4, 2021 at 4:15 PM Carol Suggs <csuggs@mariposacounty.org> wrote:

> Dan:
>
> Hi there!
>
> It is my understanding that you may not be eligible to be on the Fish Camp Town Planning Advisory Council because of a recent move?
>
> If that is the case can you kindly send me an email back resigning your position so that we can advertise a vacancy for the council?
>
> In order to remain eligible you would need to work, own property or reside within the Town Planning Area.
>
> Carol

Carol Suggs| Executive Assistant

Attachment: 210809 Dan Lyle redacted resignation (2021-78 : PAC Recognition (Fish Camp))

Mariposa County
Planning Department

SARAH WILLIAMS
Planning Director

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
swilliams@mariposacounty.org
www.mariposacounty.org

NOTICE OF VACANCY ON THE FISH CAMP TOWN PLANNING ADVISORY COUNCIL

A vacancy currently exists on the Fish Camp Town Planning Advisory Council.

The purpose of the Fish Camp Town Planning Advisory Council is to create and recommend policies for the Community of Fish Camp to address issues that are important to the area.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors. Appointment terms are for two years. This appointment will be to fill an unexpired term which expires on February 28, 2023.

Members must be employed, reside, or own property within the geographic boundaries of Fish Camp Town Planning Area.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office or can be found online at:

http://www.mariposacounty.org/DocumentCenter/View/39675/Committees-Application---blank-fillable?bidId=

Completed applications need to be sent to the Rene LaRoche, Clerk of the Board, by mail at P. O. Box 784, Mariposa, CA 95338, or email: rlaroche@mariposacounty.org

Posting Locations for this notice:
Fish Camp Post Office
Mariposa County Planning
Mariposa County Clerk
Mariposa County Courthouse
www.mariposacounty.org/planning

Notice Date: 8/17/21 Deadline for Submission: Until Filled

Attachment: 210817 FCPAC Vacancy 1 (2021-78 : PAC Recognition (Fish Camp))

MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: PAC Recognition (Greeley Hill)

RECOMMENDATION AND JUSTIFICATION:

Recognize the service of Ben Starr on the Greeley Hill Planning Advisory Committee.

Mr. Starr is no longer able to serve on this committee, as he resigned on June 9, 2021.

With this action the Greeley Hill Planning Advisory Committee will have 3 vacancies.

Appointments, term expirations and vacancies have been advertised according to the Maddy Act.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Mr. Starr was appointed on February 26, 2013.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

None.

FINANCIAL IMPACT:
None

ATTACHMENTS:
210827 BEN STARR resignation (PDF)
210909 Vacancy Notice (3) revised (PDF)

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

Jil Chiesa

From: Carol Suggs
Sent: Wednesday, June 9, 2021 10:22 AM
To: Ben Starr
Cc: Tom Sweeney
Subject: RE: Greeley Hill Planning Advisory Committee

Ben:

I am so sorry to hear that you are having health issues.

We will go ahead and take care of your resignation from this committee and get the vacancy advertised.

Take Care,

Carol Suggs

Carol Suggs| Executive Assistant
Mariposa County Planning Department
5100 Bullion Street | P.O. Box 2039 | Mariposa, CA 95338
Main: (209) 966-5151 | Direct: (209) 742-1224 | Fax (209) 742-5024
csuggs@mariposacounty.org

From: Ben Starr
Sent: Wednesday, June 9, 2021 10:10 AM
To: Carol Suggs <csuggs@mariposacounty.org>
Cc: Tom Sweeney <tom.sweeney@mariposacounty.org>
Subject: Re: Greeley Hill Planning Advisory Committee

Carol, due to medical issues, I find it necessary to resign from the Greeley Hill Planning Advisory Committee.
Ben Starr

Attachment: 210827 BEN STARR resignation (2021-79 : PAC Recognition (Greeley Hill))

Mariposa County

SARAH WILLIAMS
Planning Director

5100 Bullion Street
P.O. Box 2039
Mariposa, CA 95338
(209) 966-5151
swilliams@mariposacounty.org
www.mariposacounty.org

NOTICE OF VACANCIES ON THE GREELEY HILL PLANNING ADVISORY COMMITTEE

Three vacancies currently exist on the Greeley Hill Planning Advisory Committee.

The purpose of the Committee is to make recommendations on the adoption of an Area Plan for Greeley Hill as well as address other planning issues pertinent to the Committee. The Committee also creates and recommends policies for the community of Greeley Hill to address issues that are important to the area.

The Committee is an advisory group to the Mariposa County Planning Commission and the Board of Supervisors.

Appointment terms are for two years. One of the current vacancies is for an unexpired term ending on February 28, 2022.

Members must be employed, reside, or own property or own a business within the geographic boundaries of Greeley Hill Planning Area.

Persons interested in serving on the Committee should complete an application which can be obtained at either the Mariposa County Planning Department or the Clerk of the Board's Office orcan be found online at:

Completed applications need to be sent to the Rene LaRoche, Clerk of the Board, by mail at P.O.Box 784, Mariposa, CA 95338, or email: rlaroche@mariposacounty.org

Posting Locations for this notice:

Greeley Hill Community Club
Coulterville Post Office Mariposa
County Planning Mariposa County
Clerk Mariposa County Courthouse
www.mariposacounty.org/planning

Re-Notice Date: 9/9/21 Deadline for Submission: Until Filled

Attachment: 210909 Vacancy Notice (3) revised [Revision 2] (2021-79 : PAC Recognition (Greeley Hill))

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-511

MEETING: September 15, 2021

TO: The Board of Supervisors

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

RE: Approve 4Th Amendment for Roadside Weed Spraying on County Right of Ways

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RECOMMENDATION AND JUSTIFICATION:

Approve Fourth Amendment with California Reforestation for Roadside Herbicide and Pre-Emergent Spraying to Extend the Term of the Agreement to October 31, 2021; and Authorize the Board of Supervisors Chair to Sign the Amendment.

This amendment will allow for final weed abatement. The Department will provide an Opt-Out Program form allowing residents with property adjacent to County Right-of-Way the ability to opt-out of the chemical application program in exchange for the property owner assuming weed control responsibilities. Enrollment in the Opt-Out Program will last for a period of two years unless otherwise revoked by the resident or by the Department due to breach of the terms of the program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On January 12, 2021 Resolution 2021-24 the Board approved a Third Amendment to extend the term of the Agreement to May 31, 2021.

On March 17, 2020 Resolution 2020-140 the Board approved a Second Amendment to increase compensation and extend the term of the Agreement to December 31, 2020.

On November 20, 2019 Resolution 2018-560 the Board approved a First Amendment to extend the term of the Agreement to December 31. 2019.

On May 8, 2018 Resolution 2018-210 the Board approved an Agreement with California Reforestation for roadside weed spraying in the County right of way.

On February 28, 2017 Resolution 2017-103 Public Works rescinded Resolution 2016-609 because of requirements of the California Environmental Quality Act CEQA).

On November 22, 2016 Resolution 2016-609 the Board approved roadside weed spraying services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve, there will be no additional roadside weed spraying this year.

FINANCIAL IMPACT:
There is no financial impact as this a extension of time only

ATTACHMENTS:
California Reforestation 4th amd (PDF)
Calif Reforest 3rd Amd (PDF)
Cal Reforest 2nd amd (PDF)
Calif Reforestation 1st amd (PDF)
California Reforestation 18-043 Weed Spraying (PDF)
Weed abatement forms (PDF)

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

Attachment: California Reforestation 4th amd (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County Right of Ways)

FOURTH AMENDMENT TO AGREEMENT FOR ROADSIDE WEED SPRAY SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT FOR ROADSIDE WEEDSPRAY SERVICES, is made and entered into this _____ day of _____2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and California Reforestation, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 8, 2018, wherein **Contractor** agreed to provide roadside weed spray services; and

WHEREAS, County and **Contractor** entered into the First Amendment dated November 20, 2018 to extend the term of the Agreement to December 31, 2019.

WHEREAS, County and **Contractor** entered into the Second Agreement dated March 17, 2020 to increase compensation by $80,000 for a total not to exceed amount of $157,500 and to extend the term of the Agreement to December 31, 2020.

WHEREAS, County and **Contractor** entered into a Third Amendment dated January 12, 2021 to extend the term of the Agreement to May 31, 2021.

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement to October 31, 2021;

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

1. Paragraph 1, "TERM," is hereby amended to extend the term of the Agreement to October 31, 2021.

4. Paragraph 4: Except as herein amended, the Agreement dated May 8, 2018 shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to May 31, 2021. The parties shall treat the Agreement as if it had been in full force and effect continuously since May 31, 2021, without there having been any interruption of the Agreement whatsoever.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Board of Supervisors	California Reforestation
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: California Reforestation 4th amd (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County Right of Ways)

RES. NO. 21-24

THIRD AMENDMENT TO AGREEMENT FOR ROADSIDE WEED SPRAYING ON COUNTY RIGHT OF WAYS

THIS THIRD AMENDMENT TO AGREEMENT FOR ROADSIDE WEED SPRAYING ON COUNTY RIGHT OF WAYS is made and entered into this 12th day of January 2021, by and between the County of Mariposa, a political subdivision of the State of California hereinafter referred to as **"County,"** and California Reforestation, Inc., hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 8, 2018, wherein **Contractor** agreed to provide weed spraying services; and

WHEREAS, County and **Contractor** entered into a First Amendment dated November 20, 2018 to extend the term of the Agreement to December 31, 2019, and

WHEREAS, County and **Contractor** entered into a Second Amendment dated March 17, 2020 to increase compensation and extend the term of the Agreement to December 31, 2020; and

WHEREAS, County and **Contractor** desire to amend said Agreement to extend the term of the Agreement to May 31, 2021;

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

1. Paragraph 1, "TERM", is hereby amended to extend the term of the Agreement from December 31, 2020 to May 31, 2021.

2. The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promised contained in the Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to December 31, 2020.

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

COUNTY OF MARIPOSA:

Marshall Long, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

California Reforestation, Inc.

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

LAST UPDATED 3/7/19

Attachment: Calif Reforest 3rd Amd (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County Right of Ways)

RES. NO. 20-140

SECOND AMENDMENT TO AGREEMENT FOR ROADSIDE WEED SPRAYING ON COUNTY RIGHT OF WAYS

THIS SECOND AMENDMENT TO AGREEMENT FOR ROADSIDE WEED SPRAYING ON COUNTY RIGHT OF WAYS is made and entered into this 17th day of March, 2020, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and California Reforestation, Inc. hereinafter referred to as "**Contractor.**"

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated May 8, 2018, wherein **Contractor** agreed to provide roadside weed spraying services; and

WHEREAS, **County** and **Contractor** entered into a First Amendment dated November 20, 2018 to extend the term of the Agreement to December 31, 2019

WHEREAS, **County** and **Contractor** desire to extend the term of said Agreement and to increase compensation to be provided to **Contractor**;

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

1. Paragraph 1, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2020.

2. Paragraph 2, "COMPENSATION" is hereby amended to increase compensation by ($80,000) Eighty Thousand Dollars for a total not to exceed amount ($157,500) One Hundred Fifty Seven Thousand Five Hundred Dollars.

3. Except as herein amended, the agreement dated May 8, 2018 together with the First Amendment dated November 20, 2018 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:

Kevin Cann, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

California Reforestation, Inc.

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Cal Reforest 2nd amd (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County Right of Ways)

RES. NO. 20-140

SECOND AMENDMENT TO AGREEMENT FOR ROADSIDE WEED SPRAYING ON COUNTY RIGHT OF WAYS

THIS SECOND AMENDMENT TO AGREEMENT FOR ROADSIDE WEED SPRAYING ON COUNTY RIGHT OF WAYS is made and entered into this 17th day of March, 2020, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and California Reforestation, Inc. hereinafter referred to as "**Contractor.**"

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 8, 2018, wherein **Contractor** agreed to provide roadside weed spraying services; and

WHEREAS, County and **Contractor** entered into a First Amendment dated November 20, 2018 to extend the term of the Agreement to December 31, 2019

WHEREAS, County and **Contractor** desire to extend the term of said Agreement and to increase compensation to be provided to **Contractor**;

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

1. Paragraph 1, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2020.

2. Paragraph 2, "COMPENSATION" is hereby amended to increase compensation by ($80,000) Eighty Thousand Dollars for a total not to exceed amount ($157,500) One Hundred Fifty Seven Thousand Five Hundred Dollars.

3. Except as herein amended, the agreement dated May 8, 2018 together with the First Amendment dated November 20, 2018 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:

Kevin Cann, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

California Reforestation, Inc.

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Cal Reforest 2nd amd (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County Right of Ways)

FIRST AMENDMENT TO AGREEMENT FOR ROADSIDE WEED SPRAYING ON COUNTY RIGHT OF WAYS

THIS FIRST AMENDMENT TO AGREEMENT FOR ROADSIDE WEED SPRAYING ON COUNTY RIGHT OF WAYS is made and entered into this 20th day of Nov., 2018, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and California Reforestation,Inc. hereinafter referred to as "**Contractor.**"

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated May 8, 2018, wherein **Contractor** agreed to provide roadside weed spraying services; and

WHEREAS, County and **Contractor** desire to extend the term of said Agreement to be provided to **Contractor**;

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

1. Paragraph 1, "TERM", is hereby amended to extend the term of the Agreement to December 31, 2019. Except as herein amended, the agreement dated May 8, 2018 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:

Rosemarie Smallcombe, Chairman
Mariposa County Board of Supervisors

CONTRACTOR:

California Reforestation, Inc.

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Calif Reforestation 1st amd (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County Right of Ways)

RES. NO. 18-210

18-043

AGREEMENT FOR ROADSIDE WEED SPRAYING

THIS AGREEMENT ("Agreement") is made and entered into this 8th day of May, 2018, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and California Reforestation, a ("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 April 17, 2018 and terminate on December 31, 2018. The County may upon mutual agreement of the parties extend the term of this agreement to include up to four (4) additional one (1) year extensions of time. Section 15, titled "TERMINATION AND RIGHTS UPON TERMINATION" shall remain in full force and effect throughout this agreement including any and all subsequent extensions of time.

SERVICES

Contractor shall perform Roadside Weed Spraying 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.

2. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $77,500. The Contractor's hourly rates as listed in Exhibit A, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

3. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County

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

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

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

Note: Not required if Contractor provides written verification it has no employees.

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

B. OTHER INSURANCE PROVISIONS

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

(1) Additional Insured Status: The 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 the 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 the 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, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the 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 notice to the 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 the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County

may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the 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 the County. The County may require the 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 the County.

(7) Verification of Coverage: Contractor shall furnish the 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 the County 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 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 and 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 Contractor or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from sole negligence or willful acts.

5. 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.

6. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County

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

7. 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.

8. ASSIGNMENT

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

9. 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:
California Reforestation
22230 -A So. Colorado River Drive
Sonora, CA. 95370
209.586.2115

COUNTY:
Public Works
4639 Ben Hur Rd.
Mariposa, CA. 95338
209.966.5356

10. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion,

color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

11. PUBLIC RECORDS ACT

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

12. ENTIRE AGREEMENT AND MODIFICATION

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

13. 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.

14. TERMINATION AND RIGHTS UPON TERMINATION

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

B. Either party may terminate this Agreement for convenience upon 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, 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.

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County

15. 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.

16. DISPUTES

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

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

17. CAPTIONS

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

18. 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.

19. MANDATORY AND PERMISSIVE

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

20. 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.

21. COUNTERPARTS

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

22. 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.

23. CONTROLLING LAW

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

24. AUTHORITY

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

25. 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.

26. 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.

27. 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.

28. FUNDING AVAILABILITY

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

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County

assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

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

Funding Source: 300-0301-581-0418

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

COUNTY OF MARIPOSA

Rosemarie Smallcombe, Chair
Board of Supervisors

CONTRACTOR

California Reforestation

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County

CALIFORNIA REFORESTATION, INC.

22230-A So. Colorado River Drive • Sonora, California 95370
(209) 586-2115

Exhibit A

Date: 4/12/208

To: Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338
Re: Roadside Chemical Weed Program

Contract Term: Effective from April 1, 2018 until December 31, 2018

We here propose to furnish all the materials and perform all the labor necessary for the completion of the Roadside Chemical Weed Program.

Total $77,500.00

Seventy-Seven Thousand and Five Hundred Dollars and Zero Cents.

This is to extend the contract and increase the additional supervision for the opt out properties.

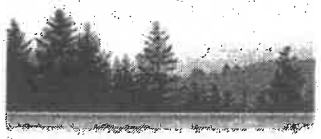
Item	Item Description	Unit	Quantity	Unit Price	Extension
1	Combination of Pre-Emergent and Herbicide	Lane Mile	400	136.25	$54,500.00
2	Herbicide Only	Lane Mile	100	110.00	$11,000.00
3	Pre-emergent Only	Lane Mile	100	120.00	$12,000.00

Any alterations or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra change over and above the estimate. All agreements contingent upon accidents or delays beyond our control. Workman's Compensation and Public Liability Insurance on the above work to be taken out by California Reforestation. Copy of Insurance Certification is attached.

Signature: Neil Dorell

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County

EXHIBIT "A"



CALIFORNIA REFORESTATION, INC.
22230-A So. Colorado River Drive • Sonora, California 95370
(209) 586-2115

Date: 4/12/208

To: Mariposa County Public Works
4639 Ben Hur Road
Mariposa, CA 95338
Re: Roadside Chemical Weed Program

Attention: Gary Brown

Billing rates for the 2018 Contract will be as follows:

- Field Supervisor/Qualified Applicator $57.25 per hour
- Herbicide Applicator/Traffic Control $28.25 per hour

Let me know if you have any questions.

Will Dorrell
Owner

Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/5/2018

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

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

PRODUCER
Leavitt United DBA Cutler-Segerstrom
Lic #0J02939
1030 Greenley Road
Sonora CA 95370

CONTACT NAME: Heather Karney
PHONE (A/C, No, Ext): (209) 532-6951 FAX (A/C, No): (209) 532-1997
E-MAIL ADDRESS:

INSURED
California Reforestation Inc.
22230-A S. Colorado River Dr.
Sonora CA 95370

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Companies	18667
INSURER B: Mercury Casualty Company	11908
INSURER C: Midwest Employers Casualty Company	23612
INSURER D: AGCS Marine Insurance Company	22837
INSURER E: ACE/Westchester Insurance Company	10030
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2018/2019 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PPK1785695	3/1/2018	3/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Foresters Errors &	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CCA0020579	9/12/2017	9/12/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			XOB619916	3/1/2018	3/1/2019	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			1WUNC0134591-18	1/1/2018	1/1/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Loggers Broad Form PD			SML93033043	7/1/2017	7/1/2018	Each Occurrence	$1,000,000
E	Pollution Liability			G2750243a004	8/14/2017	8/14/2018	Each Occurrence	$1,000,000

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

CERTIFICATE HOLDER
cjay@mariposacounty.org
Mariposa County Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338

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

AUTHORIZED REPRESENTATIVE
H Karney-Exec/HEKARN Heather Karney

ACORD 25 (2014/01)
IS025 (201401)

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Attachment: California Reforestation 18-043 Weed Spraying (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

Team, Service, Stewardship

OWNER CONTROL AGREEMENT COVER LETTER

March 8, 2018

Dear Property Owner/Applicant:

If you prefer to maintain the right-of-way and opt to forego weed abatement efforts on County roads adjacent to your property, please read carefully the terms of agreement, then sign and return the enclosed contract.

Mariposa County Weed Abatement Program efforts will take extreme care to avoid sensitive areas adjacent to property right-of-way areas such as tree plantations, ornamental plantings, crops, gardens, front yards, lakes, streams, well heads and standing/running water of any kind. Before and during application, the licensed and bonded contractor will locate and have access to GPS coordinates of excluded properties, "open grazing" areas, and known bodies of water.

Property owner(s) may attach property limit signs at each end of their property if desired, however this is unnecessary. Posted signs may not impede line of sight or otherwise obstruct normal traffic. For specific guidelines regarding placement of property limit signs, please contact Public Works.

Mariposa County Department of Public Works will notify you via email at least 2 weeks prior to work in your area so that you can stay informed.

In the event that Public Works observes maintenance of the roadside area is not being satisfactorily performed for excluded property, the owner of said property will receive a courtesy reminder to comply with terms of the signed contract. Public Works shall make multiple attempts to communicate with Property Owner(s) in the event of non-compliance. After a reasonable number of attempts and a reasonable amount of time has passed, Public Works reserves the right to nullify the agreement in writing and perform any necessary work.

(1) If any portion of the agreement is subsequently voided, Mariposa County may immediately proceed with County designated methods.
(2) Property owner(s) may apply for a new agreement; however, the County reserves the right to deny said application if there is a documented history of failure to adhere to the terms of prior agreements or history of voided agreements.

If at any time there are questions or concerns, please contact the Mariposa County Department of Public Works.

Attachment: Weed abatement forms (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County Right of Ways)

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
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Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
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(209) 966-5356 office
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Team, Service, Stewardship

OWNER CONTROL ACCEPTANCE

March 8, 2018

Resident Name
Mailing Address
City, Zip code
Phone: _____
Email: _____

Physical Address: _____
APN: _____

Dear Mr./Mrs./Ms. _____

This letter is to inform you that we have reviewed and accepted your Owner Control Agreement request for weed abatement responsibilities along the County maintained road(s) at the following physical address: _____.

This agreement is effective immediately as signed by the County (see attached) and is valid for as long as the property is owned by the Property Owner(s). The Property Owner(s) may cancel the Owner Control Agreement at any time by contacting Public Works.

Please find the attached executed Owner Control Agreement terms and the Property Limit Diagram.

Mariposa County Department of Public Works will notify you via email at least 2 weeks prior to work in your area so that you can stay informed.

Should you have any questions regarding the program and/or your responsibilities, please feel free to contact the Department of Public Works.

Sincerely,

MARIPOSA COUNTY
Department of Public Works
4639 Ben Hur Road
Mariposa, California 95338

Attachment: Weed abatement forms (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County Right of Ways)

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
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Team, Service, Stewardship

WEED ABATEMENT OWNER CONTROL AGREEMENT

Property Owner Name:_____ **Applicant Name (if not owner):**_____

APN: _____

Property Address: _____
(street) **(city)** **(zip)**

Mailing address: _____
(street) **(city)** **(zip)**

Phone: (___) _____ **Email:** _____

This agreement is valid for as long as the property is owned by the Property Owner(s) unless otherwise noted.

The Property owner(s) agree to control roadside weeds at least 4 feet wide along the entire length of their property frontage adjacent to a County maintained road. The weed abatement implemented by property owner(s) shall limit growth to no more than 6 inches in height and shall not till the soil. The weed abatement shall not impact safe use of the road by others and may be inspected by Mariposa County Public Works to ensure management is being performed satisfactorily. In consideration of the foregoing, the Public Works Weed Abatement Program will specifically exclude the property limits from County initiated Weed Abatement practices. Exempt from this agreement is the control of such weeds identified as "Toxic/Noxious/Invasive" in accordance with California Weed Laws and also those considered detrimental to agricultural commodities as identified by the County Agricultural Commissioner. This nuisance vegetation is subject to eradication upon identification without notification. This agreement also does not cover brush and/or tree control as remains the responsibility of Public Works.

Upon receipt of this signed agreement, Public works will provide the Property Owner(s) an agreement acknowledgement, signed copy of the agreement and a diagram that shows the limits of their property adjacent to the County maintained road(s). Before and during application, a licensed and bonded experienced contractor will locate and have access to GPS coordinates of excluded properties. The Property Owner(s) may attach signs at property boundaries on County roads to indicate the limits of property boundaries as long as the signs do not impede regular traffic activity.

Property Owner(s) that do not comply with the contractual agreement after a reasonable number of attempts on behalf of Mariposa County, may be subject to nullification of the agreement in writing.

The Property Owner(s) shall indemnify and hold harmless the County of Mariposa, the Department of Public Works, its employees and agents of all claims, demands, actions and requests whatsoever that may arise directly or indirectly from carrying out of this agreement.

Signed: _____ Date: _____
Owner/Applicant

Signed: _____ Date: _____
DPW Representative

FOR OFFICE USE ONLY:

APN: _____

Accepted agreement sent to applicant: _____ _____
Date **DPW Staff**

Attachment: Weed abatement forms (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County Right of Ways)

WEED ABATEMENT PROGRAM
SPECIFIC LOCATIONS

Road Name	ROAD #	Maint. Mileage	Property Exclusions (Owner Control)
72A	72A	0.102	
72B	72B	0.060	
ADELFA STREET	217	0.440	
AGUA FRIA ROAD	112	2.310	
AHWANHEE ROAD	158C	0.450	
ALAMO DRIVE	219	2.600	
AMAPOLA COURT	214	0.090	
AHWAHNEE	14	0.560	
AZUCENA COURT	192	0.270	
BANDERILLA DRIVE	222	4.450	
BARRETT COVE ROAD	34	0.866	
BARRETT ENTRANCE	288	0.410	
BEAR TRAP DRIVE	167B	0.480	
BEAR VALLEY ROAD	5	10.700	7533 Hwy 49N (Bear Valley Rd)
BEN HUR ROAD	8	18.310	
BEST ROAD	119	1.310	
BIRDIE CIRCLE	122H	0.300	
BLACKS CREEK ROAD	166	0.250	
BLANCHARD	35	0.920	
BOGEY CIRCLE	122F	0.030	
BONDURANT	49	2.250	
BOOTJACK LANE	183	0.150	
BOOTJACK ROAD	12	7.780	
BOYER ROAD	135	1.410	
BRIDALVEIL FALL	158X	0.070	
BROOKS ROAD	184	0.490	
BUCKEYE CREEK ROAD	80	0.150	
BUCKEYE ROAD	79	2.430	
BUENA VISTA DRIVE	228	0.230	
BURL DRIVE	297	0.330	
CADENA WAY	188	0.280	
CAMPBELL STREET	87T	0.250	
CANASTA COURT	218	0.120	
CAPULLO CIRCLE	256	0.310	
CARACOL CIRCLE	257	0.040	
CARLETON ROAD	107	3.050	
CARLOS COURT	201	0.050	
CARRILLO WAY	258	0.130	
CARRIZO WAY	221	0.580	
CARSTENS ROAD	100	1.330	
CASCADE CREEK FALLS	159M	0.120	
CASTANO WAY	191	0.400	
CATHAY SCHOOL ROAD	69	0.120	

Attachment: Weed abatement forms (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County Right of Ways)

WEED ABATEMENT PROGRAM
SPECIFIC LOCATIONS

Road Name	ROAD #	Maint. Mileage	Property Exclusions (Owner Control)
CATHEDRAL SPIRES	159F	0.390	
CEDAR CIRCLE	122E	0.030	
CEDAR LANE	178	0.100	
CEDAR STREET	125H	0.070	
CEMETERY STREET	38C	0.200	
CHAPARREL STREET	125F	0.070	
CHAPULIN WAY	203	0.660	
CHICHARRA COURT	194	0.060	
CHICHARRA WAY	193	0.890	
CHINCHE COURT	206	0.060	
CHOWCHILLA COURT	284	0.020	
CLAVEL COURT	202	0.050	
CLAVEL WAY	200	0.310	
CLOUDS REST	159D	2.080	
COLE ROAD	109	1.860	
COLORADO ROAD	98	4.660	
CONVERSE ROAD	295	2.201	
CORNETTS ENTRANCE	68A	1.000	
CORONADO DRIVE	238	1.000	
COUNTY PARK ROAD	180	0.170	
CRANE CREEK ROAD	121C	0.220	
CREEL ROAD	276	0.700	
CRYSTAL AIRE DRIVE	298	0.310	
CUNEO ROAD	39	2.460	
DANERI	37A	0.260	
DANERI	37B	0.270	
DARRAH ROAD	117	4.980	
DETWILER	55	2.160	
DEXTER ROAD	41	2.500	
DOGTOWN ROAD	46	12.050	
DOLOROSA STREET	236	1.430	
EAST WESTFALL ROAD	15	3.870	
EAST WOODLAND DRIVE	134	0.250	
EL CAMPO WAY	232	0.380	
EL CAPTITAN	159E	0.420	
EL PORTAL ROAD	120	0.091	
ERNST ROAD	45	2.960	
ESCALON COURT	225	0.070	
ESPUELA COURT	259	0.100	
EVERGREEN LANE	158P	0.800	
FACHADA WAY	260	0.320	
FAIRGROUNDS ROAD	85	0.300	
FERRY ROAD	38M	0.120	

Attachment: Weed abatement forms (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County Right of Ways)

WEED ABATEMENT PROGRAM
SPECIFIC LOCATIONS

Road Name	ROAD #	Maint. Mileage	Property Exclusions (Owner Control)
FISKE ROAD	42	1.529	
FROM HIGH STREET	150	0.019	
FROM SCHILLING TO 49 N	47A	0.000	
GANNS CORRAL ROAD	153C	0.090	
GAZA WAY	261	0.070	
GLACIER POINT ROAD	158B	0.640	
GOLFITO WAY	262	0.170	
GRANITE SPRINGS ROAD	168	4.800	
GREELEY HILL ROAD	1	13.290	
GRILLO DRIVE	196	0.760	
GROSJEAN ROAD	103	0.210	
GUISANILLO COURT	209	0.050	
GUISANILLO WAY	210	0.510	
GUSANO COURT	189	0.110	
GUSANO WAY	190	0.320	
HAIGH ROAD	165	0.300	
HALF DOME	159C	0.090	
HAMILTON STATION LOO	160	0.500	
HAPPY ISLES	158Y	0.080	
HARRIS CUTOFF ROAD	129	1.430	
HARRIS ROAD	128	3.960	2307 Harris Rd.
HAYWARD ROAD	31	1.044	
HERNANDEZ DRIVE	263	1.830	
HIDALGO	251	0.590	
HILLSIDE DRIVE	132A	0.500	
HIRSCH ROAD	116	2.620	
HITES COVE ROAD	119	0.750	
HOLTZEL ROAD	43	2.830	
HORMIGA COURT	215	0.070	
HORMIGA WAY	216	0.380	
HORNITOS ROAD	6	16.330	
HUNTERS VALLEY ROAD	53	9.030	
ILLILOUTTE FALLS W	159I	0.060	
INDIAN GULCH ROAD	60	9.120	
JAIME WAY	253	0.120	
JALAPA WAY	252	1.300	
JALISCO WAY	249	0.600	
JARDINCITO COURT	264	0.110	
JASMIN COURT	212	0.040	
JASMIN WAY	211	0.220	
JERSEYDALE ROAD	118	4.030	
JOSEFINA	254	0.410	
JOYA COURT	223	0.100	

Attachment: Weed abatement forms (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County Right of Ways)

WEED ABATEMENT PROGRAM
SPECIFIC LOCATIONS

Road Name	ROAD #	Maint. Mileage	Property Exclusions (Owner Control)
KEMBLE ROAD	12	0.918	
LAREDO STREET	227	0.870	
LAZO WAY	239	1.630	
LEHAMITE FALLS	159K	0.110	
LEONARD ROAD	133A	2.020	
LILLIAN LANE	167A	0.080	
LIRO COURT	198	0.110	
LOOP ROAD	122N	0.448	
LORENZO STREET	237	0.770	
LOZANO STREET	187	0.630	
LUNA COURT	234	0.110	
MACREADY WAY	289	0.090	AIRPORT ROAD
MARAVILLA DRIVE	205	0.730	
MARGURITA COURT	204	0.070	
MARIPOSA DUMP ROAD	93	0.150	
MARK LEE ROAD	153B	0.310	
MARSHALL ROAD	153A	0.220	
MARY HARRISON MINE R(	163	0.370	
MC CAY ROAD	66	0.900	
MC NALLY ROAD	182	0.300	
MEADOW LANE	158A	2.520	
MERCADO DRIVE	241	0.500	
MERCED FALLS ROAD	4	9.040	
MILLER ROAD	86	1.120	
MIRASOL WAY	265	0.650	
MOJICA WAY	235	0.430	
MONTA VISTA		0.090	
MORMON BAR CROSSING	84	0.380	
MOSCA COURT	197	0.080	
MOSHER	95	0.570	
MT. BULLION CUTOFF	10	3.110	
MT. GANES MINE ROAD	61	4.320	
MT. OPHIR ROAD	157	0.790	
MYKLEOAKS DRIVE	167	0.320	
NARCISCO WAY	213	0.270	
NEVADA FALL	158H	0.110	
NO. NINE MINE ROAD	62	1.920	
OAK ROAD	101	2.040	
OLD CONVERSE ROAD	42A	0.500	
OLD HIGHWAY	9	15.130	
OLD HIGHWAY NORTH	89	1.170	
OLD TOLL ROAD	7	6.800	4984 Old Toll Rd.
PALOMA COURT	208	0.100	

Attachment: Weed abatement forms (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County Right of Ways)

WEED ABATEMENT PROGRAM
SPECIFIC LOCATIONS

Road Name	ROAD #	Maint. Mileage	Property Exclusions (Owner Control)
PANCHITO WAY	266	0.200	
PARAISO BOULEVARD	229	1.290	
PARAJE WAY	267	0.580	
PARASOL COURT	255	0.090	
PARK CIRCLE DRIVE	291	0.360	
PENON BLANCO	36	4.570	FENCED THROUGHOUT
PICADERO WAY	230	0.750	
PINE DRIVE	159A	0.200	
PINE TOP DRIVE	158N	0.590	
PINEY CREEK ROAD	34A	1.550	
PONDEROSA WAY	99	0.770	
PRIEST-COULTERVILLE	40	2.740	
PRINCETON WAY	72D	0.451	
RAINBOW FALLS	159J	0.110	
RAINBOW VIEW	159H	0.090	
RANCHITO DRIVE	231	3.920	
RASTRO WAY	224	0.680	
RIBBON FALL	158G	0.110	
RINCON COURT	268	0.100	
ROMERO STREET	269	0.240	
ROSA COURT	207	0.110	
ROSALINDA COURT	270	0.100	
ROYAL ARCHES	158D	0.540	
SCHAFER	110	0.280	
SCHILLING ROAD	47	5.970	
SCHOOL LANE	72E	0.250	6091 School Lane
SCHOOLHOUSE ROAD	68	1.940	4769 Schoolhouse Rd.
SCOTT ROAD	248	1.070	
SEBASTOPAL ROAD	181	0.640	
SENTINAL DOME	159G	0.070	
SHARP LANE	154	0.170	
SHERLOCK ROAD	96	3.530	
SIERRA DRIVE	159B	0.320	
SILVA ROAD	108	4.360	
SILVER LANE	113	0.400	
SILVER STRAND FALL	158F	0.110	
SLATE GULCH ROAD	63	4.260	
SMITH STATION ROAD	3	4.000	
SNOW CREEK FALL	158E	0.110	
SNYDER CREEK DRIVE	179	0.450	
SNYDER RIDGE ROAD	177	0.780	7067 Snyder Ridge Rd.
SPUR	65	0.270	
STAIRCASE FALLS	159L	0.080	

Attachment: Weed abatement forms (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County Right of Ways)

WEED ABATEMENT PROGRAM
SPECIFIC LOCATIONS

Road Name	ROAD #	Maint Mileage	Property Exclusions (Owner Control)
STOCKTON CREEK ROAD	155	0.770	
STUMPFIELD MT. ROAD	131	1.660	
SULLIVAN ROAD	82	0.400	
TELEGRAPH ROAD	97	0.480	
TEXAS HILL	48	3.120	
TIP TOP ROAD	132	2.420	
TORITO WAY	271	0.580	
TORRE DRIVE	287	0.650	
TULPIN WAY	199	0.220	
USONA ROAD	133	5.700	
VARAIN ROAD	83	0.540	
VEREDITA STREET	272	0.510	
VERNAL FALLS	158Z	0.070	
VILLARREAL DRIVE	220	1.520	
VIOLETA WAY	195	0.430	
WASS ROAD	294	0.850	
WATT ROAD EXTENTION	293	0.170	
WHEELER GULCH	162	0.300	
WHITE ROCK ROAD	75	19.770	
WHITLOCK ROAD	11	10.420	5287 E Whitlock Rd
WOODLAND DRIVE	185	0.800	
WORMAN ROAD	127	1.330	
YAQUI GULCH ROAD	74	3.220	
YOSEMITE FALL	158J	0.120	
YOSEMITE OAKS	102	1.890	
ZAMORA STREET	226	0.140	
ZARZAL COURT	273	0.110	
ZARZO WAY	240	0.260	
ZELMA WAY	233	0.900	

372.237

Attachment: Weed abatement forms (RES-2021-511 : Approve 4Th Amendment for Roadside Weed Spraying on County Right of Ways)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-512

MEETING: September 15, 2021

TO: The Board of Supervisors

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

RE: Approve Master Agreement with State of California Department of Transportation (Caltrans)

RECOMMENDATION AND JUSTIFICATION:

Approve a Master Agreement with State of California Transportation Department (Caltrans) for Administering Agency-State Agreement for State-Funded Projects; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The State of California has enacted legislation by which certain State and Federal funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these funds.

Mariposa County is required to have an executed Master Agreement with Caltrans in place before we can enter into additional Program Supplement Agreements for individual Roads and Transportation Projects.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board has previously approved Master Agreements with Caltrans.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Should the Board elect to not approve, Mariposa County would not receive certain State and Federal Funds.

FINANCIAL IMPACT:
Master Agreement with State of California Department of Transportation (Caltrans) must be in place for Mariposa County to receive State and Federal Funds.

ATTACHMENTS:
Master Agreement - Caltrans - 10-5940S21 (PDF)

REF ID# 12050

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

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

10	Mariposa County
District	Administering Agency

Agreement No. 10-5940S21

This AGREEMENT, is entered into effective this _____ day of _____, 20___, by and between the Mariposa County, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and

2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and

3. WHEREAS, said PROJECT will not receive any federal funds; and

4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

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1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.

2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.

3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.

5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.

7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.

8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P),

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preliminary surveys and reports, laboratory work, soil investigations, the preparation of p specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and

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usability. Further requirements and guidance are provided in Title 24 of the California Co Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

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ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

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ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

Attachment: Master Agreement - Caltrans - 10-5940S21 (RES-2021-512 : Approve Master Agreement with State of California Department of

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the

Attachment: Master Agreement - Caltrans - 10-5940S21 (RES-2021-512 : Approve Master Agreement with State of California Department of

form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Attachment: Master Agreement - Caltrans - 10-5940S21 (RES-2021-512 : Approve Master Agreement with State of California Department of

Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, 20from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

Attachment: Master Agreement - Caltrans - 10-5940S21 (RES-2021-512 : Approve Master Agreement with State of California Department of

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over $25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-

Attachment: Master Agreement - Caltrans - 10-5940S21 (RES-2021-512 : Approve Master Agreement with State of California Department of

party contract reimbursements to subcontractors will be allowable as PROJECT costs only those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

Attachment: Master Agreement - Caltrans - 10-5940S21 (RES-2021-512 : Approve Master Agreement with State of California Department of

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this

Attachment: Master Agreement - Caltrans - 10-5940S21 (RES-2021-512 : Approve Master Agreement with State of California Department of

AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptab the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable , any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c)

Attachment: Master Agreement - Caltrans - 10-5940S21 (RES-2021-512 : Approve Master Agreement with State of California Department of

otherwise materially violating the terms and conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	Mariposa County
By_____	By_____
_____	_____
Chief, Office of Project Implementation Division of Local Assistance	Mariposa County Representative Name & Title (Authorized Governing Body Representative)
Date _____	Date _____

Attachment: Master Agreement - Caltrans - 10-5940S21 (RES-2021-512 : Approve Master Agreement with State of California Department of

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. 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. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right

Attachment: Master Agreement - Caltrans - 10-5940S21 (RES-2021-512 : Approve Master Agreement with State of California Department of

to terminate this Agreement either in whole or in part, and any loss or damage sustained STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

Attachment: Master Agreement - Caltrans - 10-5940S21 (RES-2021-512 : Approve Master Agreement with State of California Department of

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-513

MEETING: September 15, 2021

TO: The Board of Supervisors

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

RE: Approve Agreement with Caltrans for the Highway Safety Improvement Program (HSIP)

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with State of California Department of Transportation (Caltrans) for the Highway Safety Improvement Program (HSIP) for Triangle Road Striping Project; Authorize the Board of Supervisors Chair to Sign the Agreement; and Approve Budget Action Receiving Unanticipated Revenue from the HSIP Fund ($20,000).

The County has applied for and has been awarded $250,000.00 in State Transportation Funding for the Triangle Road Project to install safety reflective fog lines on Triangle Road between SR 140 and SR 49.

An initial request for $20,000.00 of the awarded amount for the Preliminary Engineering Phase of the HSIP Project has been allocated with this Program Supplement Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved the signing of other Caltrans Program Supplement Agreements for road improvements in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Delay in returning fully executed agreements will cause a delay in receiving funding authorization by the State of California.

FINANCIAL IMPACT:
There is no financial impact as this project is funded at the 100% level through State Transportation Funding resources.

ATTACHMENTS:
Agreement HSIP 5940(143) (PDF)
Award Letter 3-26-21 (PDF)
Budget Action Form - Signed (PDF)

REF ID# 12055

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

PROGRAM SUPPLEMENT NO. 000000X36
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 10-5940S21

Adv Project ID 1021000183
Date: July 16, 2021
Location: 10-MPA-0-CR
Project Number: HSIPSL-5940(143)
E.A. Number:
Locode: 5940

This Program Supplement, effective 7/7/2021, hereby adopts and incorporates into the Administering Agency-State Agreement No. 10-5940S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: Triangle Road Between SR140 and SR49 (11.7 Miles)

TYPE OF WORK: Install Two-Component Edgelines

Estimated Cost	State Funds		Matching Funds		
	STATE	$20,000.00	LOCAL		OTHER
$20,000.00			$0.00		$0.00

COUNTY OF MARIPOSA

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

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

Accounting Officer _____ **Date** 7/20/21 $20,000.00

Attachment: Agreement HSIP 5940(143) (RES-2021-513 : Approve Agreement with Caltrans for the Highway Safety Improvement Program

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.

C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.

D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.

E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of

Attachment: Agreement HSIP 5940(143) (RES-2021-513 : Approve Agreement with Caltrans for the Highway Safety Improvement Program

SPECIAL COVENANTS OR REMARKS

PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

Attachment: Agreement HSIP 5940(143) (RES-2021-513 : Approve Agreement with Caltrans for the Highway Safety Improvement Program

DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL ASSISTANCE
P.O. BOX 942874, MS-1
SACRAMENTO, CA 94274-0001
PHONE (916) 654-1776
FAX (916) 653-1905
TTY 711
www.dot.ca.gov

Making Conservation a California Way of Life.

March 26, 2021

Highway Safety Improvement Program (HSIP) Cycle 10 Awardee

Dear Recipient:

Congratulations! Your HSIP application has been selected for funding.

The complete list of funded projects in HSIP Cycle 10 Call for Projects is available online at https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/approved-project-lists.

The agency's first step is to contact the appropriate District Local Assistance Engineer (DLAE) who can assist with the funding allocation process and other project management requirements. The DLAE contact information is available at https://dot.ca.gov/programs/local-assistance/other-important-issues/local-assistance-contacts.

To help in the success of your project, here are some important items to note:

1. All HSIP Cycle 10 projects will be funded with State-only funding.

2. The HSIP is a reimbursement program. Reimbursable work cannot commence on your project until:
   a. You receive an allocation from Caltrans Division of Local Assistance (DLA) for this project;
   b. You have a State-only Funds Master Agreement for your agency; and
   c. You have a Program Supplement Agreement (PSA) for this project.

   For implementation guidance, allocation request form and other documents, please visit https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/state-funded-hsip.

   Please note:
   a. the funding allocation process for HSIP projects with State-only Funding is different from projects in other programs such as ATP/STIP and SB1. The funding allocation for HSIP projects is processed through Caltrans DLA, not the CTC.
   b. The funding allocation request is Phase specific, i.e. Preliminary Engineering (PE), Right of Way (ROW) or Construction (CON).

3. The delivery of the HSIP Cycle 10 projects must meet the below milestones:
   a. The PE phase (if applicable) must be allocated by 12/31/2021;
   b. The Construction (CON) phase must be allocated by 3/31/2024.
   c. The project must be completed and closed out by 3/31/2026.

Attachment: Award Letter 3-26-21 (RES-2021-513 : Approve Agreement with Caltrans for the Highway Safety Improvement Program (HSIP))

You may submit your funding allocation for PE to the DLAE now. Allocation request for CON may be submitted after 3/1/2022.

HSIP project delivery requests and status of the projects are available at https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects.

4. It is the agency's responsibility to review their project scope throughout the project delivery process and confirm that HSIP funding is used to fund the approved eligible scope as defined in your HSIP application. In case that any scope or cost change is needed, please contact your DLAE.

5. Prior to engaging in any Architectural and Engineering (A&E) contract procurement(s), agencies should reference Chapter 10 (Consultant Selection) of the Local Assistance Procedures Manual (LAPM), located at: https://dot.ca.gov/programs/local-assistance/guidelines-and-procedures/local-assistance-procedures-manual-lapm.

For more guidance on implementing State-funded HSIP projects, please visit https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/state-funded-hsip.

If you have any questions about your project, please contact your DLAE.

Sincerely,

DEE LAM
Division of Local Assistance, Chief

c: DLAEs and HSIP Coordinators, Caltrans Districts
Chiu Liu/Richard Ke, HSIP Managers, Caltrans HQ
Robert Peterson, Chief, Office of Federal Programs, Caltrans HQ
Sujaya Kalainesan, Chief, Office of Project Implementation - South, Caltrans HQ
Felicia Haslem, Chief, Office of Project Implementation - North, Caltrans HQ

Attachment: Award Letter 3-26-21 (RES-2021-513 : Approve Agreement with Caltrans for the Highway Safety Improvement Program (HSIP))

223	H10-10-005	10-Mariposa County-1	10	Mariposa County	RURAL	Triangle Road Edgelines	Triangle Road between SR140 and SR49 (11.7 mi).

Install two-component paint edgelines.	$ 250,000	$ 250,000	SA-Edgeline

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
5511	350	46056	Grant Revenue		($20,000)	
5511	350	70311	Professional Services		$20,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

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

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

JUSTIFICATION: HSIP Grant

DEPT HEAD SIGNATURE _____ DATE: 8/20/21

APPROVED BY RES NO. _____ CLERK _____ DATE

5511

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action Form - Signed (RES-2021-513 : Approve Agreement with Caltrans for the Highway Safety Improvement Program

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-514

MEETING: September 15, 2021

TO: The Board of Supervisors

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

RE: Appoint Members to the Airport Advisory Committee (AAC)

RECOMMENDATION AND JUSTIFICATION:
Appoint Gary Friesen to Fill a Vacancy in Category "A" on the Airport Advisory Committee with a Term Expiring January 6, 2025; and Appoint Caleb Chaney as an Alternate Member to Fill an Unexpired Term Ending January 3, 2022, as Recommended by Board Liaisons Supervisors Long and Menetrey.

The AAC was established as an advisory group to the Mariposa County Planning Commission and the Board of Supervisors. The AAC provides advice and recommendations on the preparation and adoption of an airport comprehensive use plan, land use projects in the Mt. Bullion area, and an airport master plan for the Mariposa-Yosemite Airport.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board routinely approves appointment of members to committees.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, there will be two vacancies on the committee.

ATTACHMENTS:
Gary Friesen ap (PDF)
Caleb Chaney application2 (PDF)

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

REF ID# 12065

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
Airport Advisory Committee vacancy in Category A

Supervisorial District in which you Reside: District 4

Length of Residency in the County: 20 Years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: Gary

Last Name: Friesen

Mailing Address: [redacted]

Email Address: [redacted]

Are you Over 18 Years of Age: Yes

Employment Status: Retired Dec. 2020

Employer's Name: FedEx Express

Employer's Address: [redacted]

Day Telephone Number: [redacted]

Cell Phone Number: [redacted]

Please explain why you wish to serve on this Board/Commission/Committee:

I've enjoyed serving on the Grand Jury this year. As my service with the GJ is ending I now have time to give back to the community in an area I have some experience.

Please list prior/current appointments to other Boards/Commissions/Committees:

2020-21 Mariposa County Grand Jury Member

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Gary Friesen ap (RES-2021-514 : Appoint Members to the Airport Advisory Committee (AAC))

List any information regarding experience, training and/or education that you feel qualifies you for this position:

-Recent service on the Grand Jury has been a good introduction into how Mariposa County operates. It also has been good training in working collaboratively in a group setting.

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 for this Board/Commission?

If Yes, please explain:

No

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
Yes	Anytime	Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 6/14/2021 Signature: Gary Friesen

Attachment: Gary Friesen ap (RES-2021-514 : Appoint Members to the Airport Advisory Committee (AAC))

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

GARY FRIESEN

June 15, 2021

5501 Carleton Road
Mariposa, CA 95338

Home: 209-742-7842
Cell: 209-626-9626

EXPERIENCE:		
	Captain, Airbus A-300	
2007 – 2020	FedEx Express	Pilot in Command of FedEx wide-body aircraft flying primarily domestic routes but also inter-Asia, inter-Europe, and routes across the Mideast.
	First Officer, A-300	
1998-2007	FedEx Express	Second in Command of FedEx wide-body aircraft flying routes throughout the US, Europe and Asia.
	First and Second Officer, B-727,	
1995-1998	FedEx Express	Flew to locations as diverse as Moscow and Buenos Aires
	Captain/Mechanic, Beech 18 Turboprop	
1994-1995	K&K Aircraft	Released sterile Mediterranean fruit flies throughout the high-density airspace of the Los Angeles basin on a USDA contract.
	Chief Pilot/Mechanic	
1992-1993	JAARS/Wycliffe Bible Translators Ambon, Maluku Indonesia	Operated twin-engine Piper Aztec to remote airstrips throughout the islands north of Australia and south of the Philippines. Also assumed duties of Safety Officer and Flight Scheduler. Interfaced with government officials and international business clientele.

Attachment: Gary Friesen ap (RES-2021-514 : Appoint Members to the Airport Advisory Committee (AAC))

	Bush Pilot/Base Manager	
1989-1992	JAARS/Wycliffe Bible Translators Danau Bira, Irian Jaya Indonesia	Base aviation manager at remote jungle center. Safely operated Helio Courier into challenging short and sloped mountain and jungle airstrips.
	Sheriff's Pilot/Mechanic	
1984-1986	Riverside County Sheriff's Dept. Indio, CA	Sole pilot/mechanic of Cessna L-19. Provided air support on surveillance, search and rescue, and routine patrol.
	Flight Instructor	
1979-1980	Louisiana Tech University Ruston, LA	Provided primary through advanced flight instruction. Part-time during college.
EDUCATION:	M.A. DEGREE	
1980-1983	M.B. Biblical Seminary Fresno, CA	Master of Arts
1979-1980	Louisiana Tech University Ruston, LA	B.S. Professional Aviation
1977-1979	Reedley College Reedley, CA	Certificate: Airframe and Powerplant Mechanic's License
AVIATION RATINGS:		
Airline Transport Pilot	Airplane, Multi-Engine Land	
Commercial Pilot	Airplane, Single-Engine Land	
Flight Engineer	Turbojet Powered	
Flight Instructor (Expired)	Airplane Single and Multi-Engine Instrument Airplane	
Ground Instructor	Advanced Instrument	
Aircraft Mechanic with Inspection Authorization	Airframe Powerplant	

Attachment: Gary Friesen ap (RES-2021-514 : Appoint Members to the Airport Advisory Committee (AAC))

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying: Airport Advisory Committee

Supervisorial District in which you Reside: District 3

Length of Residency in the County: 25 years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name: Caleb

Last Name: Chaney

Mailing Address: [redacted]

Email Address: [redacted]

Are you Over 18 Years of Age: Yes

Employment Status: Self Employed

Employer's Name: Chaney Construction Industries

Employer's Address: [redacted]

Day Telephone Number: [redacted]

Cell Phone Number: [redacted]

Please explain why you wish to serve on this Board/Commission/Committee:

Serve my community
Interest in Aviation

Please list prior/current appointments to other Boards/Commissions/Committees:

Nine.

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Caleb Chaney application2 (RES-2021-514 : Appoint Members to the Airport Advisory Committee (AAC))

List any information regarding experience, training and/or education that you feel qualifies you for this position:

Ive served on many non profit and for profit boards.
Ive Managed or run about a dozen businesses.
I have been serving in a local church and as a lions club member for years.

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 for this Board/Commission?

If Yes, please explain: I have a cousin who works a low level position in public works. I dont see any conflict of interest.

Resumé Attached:	Time(s) you have available to attend meetings (days, evenings, etc.):	Do you have transportation?
	evening is best	yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 6/3/2021 Signature: [signature]

Attachment: Caleb Chaney application2 (RES-2021-514 : Appoint Members to the Airport Advisory Committee (AAC))

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-515

MEETING: September 15, 2021

TO: The Board of Supervisors

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

RE: Approve an Agreement with Fuchs General Contracting & Authorize Board Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Fuchs General Contracting for the Emergency Power Generation Plug in Project #PWFA-0128-2104 in an Amount No to Exceed $47,335; and Authorize Board of Supervisors Chair to Sign the Agreement .

Fuchs General Contracting is the lowest responsible bidder for this project.

This project will provide the installation of emergency generator plug-in two locations; The Hall of Records and Mariposa Elementary School. This Project is funded through a grant from P. G. & E. and is associated with their Emergency Power Shutoff Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 9, 2021 Resolution 2021-122 the Board authorized the Director of Public Works to advertise and accept bids for the project.
The County received a grant from P. G.& E. for these type of project services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the contactor will not be able to sonstuct the approved work.

FINANCIAL IMPACT:
No financial impact, grant funded

ATTACHMENTS:
Fuchs General Contracting 22-003 Generator wiring (PDF)

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

REF ID# 12107

COUNTY OF MARIPOSA (Owner)

Public Works
4639 Ben Hur Road, Mariposa, California 95338

CONSTRUCTION SERVICES AGREEMENT

Installation of Generator Connector Wiring
Mariposa County Hall of Records & Mariposa Elementary School Gym
Project # 0128-2104
Agreement No. 22-003

DATE: _____

1. **IDENTIFICATION OF CONTRACTOR:**

   CONTRACTOR: Fuchs General Contracting, 4677 Stetson Road, Clovis, CA 93619

   LICENSE NO: 620167

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 $47,335, 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 $47,335. All payments **(check one)**: X shall ☐ shall not be subject to a five percent (5%) retention.

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

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

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

   Substantial Completion Date: Within 30 working days of Commencement Date.

   Final Completion Date: Within 15 working days of Substantial Completion.

4.01 Liquidated Damage Amounts.

A. As liquidated damages for delay Contractor shall pay Owner Two Hundred Fifty dollars ($250.00) 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 Two Hundred Fifty dollars ($250.00) 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

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A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

5. TERMS AND CONDITIONS.

5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

A. Appendix A – Scope of Work and Contractor Cost Proposal

B. Appendix B – General Conditions

C. Appendix C – Insurance

D. Appendix D – Construction Performance Bond

E. Appendix E – Construction Labor and Materials Payment Bond

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: _____
Marshall Long, Chair
Board of Supervisors

CONTRACTOR:

Name: Fuchs General Contracting

By: _____
(Signature)

ATTEST:

By: _____
Rene LaRoche
Clerk of the Board

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Appendix A to Construction Services Agreement

SCOPE OF WORK

SCOPE OF SERVICES

The contractor shall perform all required modifications to the building electrical panels and will install the appropriate connectors, ready for the future generatorinstallation.

The contractor will be expected to obtain all required permits from the County Building Department. The Public Works Department will assist the contractor in the preparation of required documents that support the permit application (ie. Aerial, site plan, photographs).

BUILDING SITE LOCATONS:

1. MARIPOSA COUNTY HALL OF RECORDS
2. MARIPOSA ELEMENTARY SCHOOL

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SCOPE OF SERVICES

Installation of Generator Connector Wiring
At Various County Buildings
Project # 0128-2104

The Work shall include all items required to provide a complete electrical installation at each building location. The pricing for Parts "A" and 'B' are to be submitted together, for each facility Bid Schedule.

The following are the expected deliverables:

PART 'A': **DESIGN & PERMIT COST PROPOSAL**
Provide a construction cost proposal for each building/facility that provides generator connector wiring at the building main electrical panel so that all essential functions can be provided by a future generator. Include any/all assumptions and exclusion to cover items not thoroughly known prior to commencement of construction. The cost should be determined by a licensed electrical contractor and should include all required tasks and materials needed to provide the required generator Connector Wiring.

PART 'B': **COST OF INSTALLATION**
The contractor shall perform all required modifications to the building electrical panels and will install the appropriate connectors, ready for the future generator installation.

The contractor will be expected to obtain all required permits from the County Building Department. The Public Works Department will assist the contractor in the preparation of required documents that support the permit application (ie. Aerial, site plan, photographs).

SELECTED PROJECT SITES *

1. MARIPOSA COUNTY HALL OF RECORDS – (PER BID SHEET 1, LOCATION #1 $24,575)
2. MARIPOSA ELEMENTARY SCHOOL – (PER BID SHEET 3, LOCATION #3 $22,760)

TOTAL FOR CONTRACT $ 47,335.00

*PROJECT SITES NOT A PART OF THIS CONTRACT: #2 - MARIPOSA COUNTY ADMINISTRATION, #4 - MARIPOSA COUNTY HIGH SCHOOL, #5 - COULTERVILLE HIGH/GREELEY HILL ELEMENTARY SCHOOL, #6 - SPRING HILL ADMINISTRATION OFFICE.

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BID SHEET 3 OF 13

MARIPOSA COUNTY PUBLIC WORKS

BID SCHEDULE & ACKNOWLEGEMENT

County Building Installation of Generator Connector Wiring
Project # 0128-2104

LOCATION #3 – MARIPOSA ELEMENTARY SCHOOL GYM

ITEM	ITEM DESCRIPTION	AMOUNT
A	DESIGN & PERMIT COST PROPOSAL	$15,500
B	COST OF INSTALLATION	$7,260

BID SCHEDULE TOTAL, IN FIGURES: $ 22,760

SIGNATURE OF BIDDER: _____ DATE: 4-8-21

NAME OF BIDDER (PRINT): Steve Fuchs

CONTRACTOR COMPANY NAME & LICENSE: Fuchs General Contracting Lic.# 620167 B, C-10, C-33

ASSUMPTIONS AND EXCLUSIONS:
(PROVIDE A NARRATIVE OR EXPLANATION FOR ANY ITEMS THAT COULD AFFECT ITEM A OR B IN THE BID SCHEDULE.)

1. Combination manual transfer switch with Cam-Lok receptacles.
2. NEC 700.3(F) compliant. 400 AMP rated.
3. Concrete pad will be proieded for unit if nessesary.

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BID SHEET 1 OF 13

MARIPOSA COUNTY PUBLIC WORKS

BID SCHEDULE & ACKNOWLEGEMENT

County Building Installation of Generator Connector Wiring
Project # 0128-2104

LOCATION #1 – MARIPOSA COUNTY HALL OF RECORDS

ITEM	ITEM DESCRIPTION	AMOUNT
A	DESIGN & PERMIT COST PROPOSAL	$15,500
B	COST OF INSTALLATION	$9,075

BID SCHEDULE TOTAL, IN FIGURES: $ 24,575

SIGNATURE OF BIDDER: _____ DATE: 4-8-21

NAME OF BIDDER (PRINT): Steve Fuchs

CONTRACTOR COMPANY NAME & LICENSE: Fuchs General Contracting Lic.# 620167 B, C-10, C-33

ASSUMPTIONS AND EXCLUSIONS:
(PROVIDE A NARRATIVE OR EXPLANATION FOR ANY ITEMS THAT COULD AFFECT ITEM A OR B IN THE BID SCHEDULE.)

1. Combination manual transfer switch with Cam-Lok receptacles.
2. NEC 700.3(F) compliant. 400 AMP rated.
3. Concrete pad will be provided for unit if nessesary.

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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

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

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

2.03 **Indemnity/Liability.** Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (**Owner Indemnities**), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

2.04 **Defective Work; Warranties.** Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

2.05 **Compliance with Laws; Conflict of Interests.** Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in anyway attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. Contractor shall not engage in unlawful employment discrimination including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, sexual orientation, or sexual identity as prohibited by state or federal law.

2.06 **Termination; Suspension; Disputes.** Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 9204, 20104 – 20104.6, after which time the one year time period

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

2.07 Execution; Venue; Limitations. The Agreement shall be deemed to have been executed in County of Mariposa, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

2.08 Employee Wages; Records; Apprentices. Contractor shall pay prevailing wages to its employees on any contract in excess of $1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds $2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

2.09 Mandatory Contractor and Subcontractor Registration. Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

2.10 Worker's Compensation. Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.

2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.

A. If Contract Sum under the Agreement exceeds (or is expected to exceed) $15,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).

B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

2.12 Earthwork and Underground Facilities. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of $25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor,

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

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

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

A. Should any clarification, determination, action or inaction by Owner, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with County stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.

B. Owner will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Project Documents, it shall so notify Owner, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim.

C. Claim Format

1. A. Contractor shall submit the claim justification in the following format:
   (a) Cover letter and certification;
   (b) Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Project provisions supporting relief;
   (c) List of documents relating to claim including Specifications, Drawings/Plans clarifications/requests for information, schedules, notices of delay, cost calculations and any others;
   (d) Chronology of events and correspondence:
   (e) Analysis of claim merit;
   (f) Analysis of claim cost; and
   (g) Attach supporting documents referenced in paragraph 2.14,C.1(c), above..

D. Required Provisions on Contract Claim Resolution

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than $375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

2. Public Contract Code Section 9204 provides:
   (a) For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
   (b) Procedure:

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(1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.

(2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.

(3) Owner shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.

(4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

(5) For claims under $375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).

(6) The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action.

(7) Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

(10) Nothing in this section shall impose liability upon an Owner that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

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(11) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

3. To the extent applicable, Public Contract Code Section 20104, et seq., provide.

(a) For the purposes of this section, "Claim" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than $375,000 do not qualify as a "separate demand of $375,000 or less," as referenced above, and are not subject to this section.

(b) Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.

(c) Procedure:

(1) The Claim must be in writing, submitted in compliance with all requirements of General Conditions including, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in the General Conditions or elsewhere in the Contract Documents.

(2) For Claims of fifty thousand dollars ($50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(3) For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

(4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

(5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

(End of Appendix B)

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

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

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.

9. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.

10. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.

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

(*End of Appendix C*)

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/29/2021

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

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

PRODUCER	CONTACT NAME: Andrew Miller
Pacific United Insurance Services 7851 Mission Center Court Suite 322 San Diego CA 92108	PHONE (A/C, No, Ext): (619)274-8144 FAX (A/C, No): (619)274-8143 E-MAIL ADDRESS: admin@pacificunitedins.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: United National Insurance Company
INSURED	INSURER B:
Steven Dale Fuchs, DBA: Fuchs General Contracting 4677 Stetson Road Clovis CA 93619	INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2112918988 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			GRW0000221	1/28/2021	1/28/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Verification of Coverage

CERTIFICATE HOLDER

Verification of Coverage

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

P Mosteller/ANDREW

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Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

CSAA Insurance Exchange
P.O.Box 22221
Oakland, CA 94623-2221

Automobile Policy Declarations

Please keep with your policy. See Important Notice on reverse.
For questions or changes call: **(800) 922-8228**

1. Name and Address of Insured

JOANNA FUCHS
STEVE FUCHS
4677 STETSON RD
CLOVIS, CA 93619-8639

POLICY INFORMATION

Declarations Type	Amended Declarations	Process Date	11-24-2020
Policy Number	CAAS102073568	Insured Since	2009
Your Policy Period From	09-10-2020	12:01 A.M. Standard Time at the address of the Named Insured, but not prior to the time applied for or, if this is a replacement declarations, not prior to the time coverage change was requested.	
Your Policy Period To	09-10-2021	12:01 A.M. Standard Time at the address of the Named Insured.	

Alternate Address	Occupation	Alternate Number	Telephone Number
4677 Stetson Rd	Homemaker	(559) 658-7087	

VEHICLES

Item	Make	Model Yr	Body Type	Vehicle Identification No.
1	FORD	2016	PICKUP	1FT7W2BTXGEC61164
2	SUBARU	2018	SUV	4S4BSANC8J3237603
3	FORD	2016	PICKUP	1FT8W3DT8GEB32184

DRIVERS

Drivers do not necessarily correspond to principally operated vehicles.

Name	ADB?*
Joanna	Y
Zachary	Y
Steve	Y
Sara	Y

COVERAGES/PREMIUMS

Coverage	Liability Limits Each Person	Liability Limits Each Occurrence	Item 1 Deductible	Item 1 Premium	Item 2 Deductible	Item 2 Premium	Item 3 Deductible	Item 3 Premium	Deductible	Premium
Bodily Injury	500,000	500,000		$196		$150		$167		
Medical Payments	5,000			$18		$24		$26		
Uninsured Motorists	500,000	500,000		$57		$76		$98		
Property Damage		100,000		$171		$181		$172		
Comprehensive Actual Cash Value Less Deductible			100	$189	100	$136	100	$183		
Full Comprehensive Safety Glass Endorsement ($0 deductible)			NO COV		NO COV		NO COV			
Collision Actual Cash Value Less Deductible			500	$368	500	$334	500	$422		
Enhanced Transportation Expense $25 per day/$750 aggregate				INCL		$28		$28		
All Risks Actual Cash Value Less Deductible			No Coverage		No Coverage		No Coverage			
Vehicle Loan/Lease Protection Endorsement			No Coverage		No Coverage		No Coverage			
New Car Added Protection Endorsement			No Coverage		No Coverage		No Coverage			
Original Equipment Manufacturer Parts (OEM) Endorsement			No Coverage		No Coverage		No Coverage			
Ride-sharing Coverage Endorsement			No Coverage		No Coverage		No Coverage			
TOTAL PREMIUM PER VEHICLE ➤				$999		$929		$1,096		
*** Automobile Death Benefits** $15,000 per deceased insured person										Premium $12

Premium Summary
This is not a bill.

CA Surcharge: $0

Total Additional Premium: $0.00
Total Premium shown is for the Member Advantage™ Program.

EXCLUSIONS

There is no coverage provided by this Policy while the following individual(s) operate a motor vehicle:
None

CHANGES

Schedule of Changes
Maintain General Information

55 1500 12 15

(Continu

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

DISCOUNTS/MESSAGES

Item	Rated Driver	Driv Safety Record	Yrs Driv Exp	Est Ann Mi Driven	Veh Garage Zip	Vehicle Usage	Marital
1	Undesignated			5000 Mi	93601	Pleasure	
2	Steve Fuchs	0 Pt	40	7000 Mi	93601	Pleasure	M
3	Joanna Fuchs	0 Pt	39	13000 Mi	93601	Pleasure	M

See final page for explanation of codes.

Discounts:
Mature Driver: None.
Good Driver: Item(s) 1, 2, 3.
Multi Policy Home: Item(s) 1, 2, 3.
Multi Car: Item(s) 1, 2, 3.
New Driver:None.
Good Student: None.

LOSS PAYEE(S)

Item 1
GOLDEN 1 CU
PO BOX 15966
SACRAMENTO CA 95852

Item 2
CHASE AUTO FINANCE
PO BOX 80015
ATLANTA GA 30366

Item 3
GOLDEN 1 CU
PO BOX 15966
SACRAMENTO CA 95852

You may qualify for other products and discounts. For more info call your Insurance Agent

Manuel Torres
(559) 440-7393

IMPORTANT NOTICE: THIS IS A PART OF YOUR DECLARATIONS

The insurance afforded is only with respect to such of the preceding coverages as are indicated by specific premium charge or charges. The limit of the Exchange's liability under each such coverage shall be as stated herein, subject to all the terms of the policy. The purpose for which the automobile is to be used is pleasure or business, subject to the exclusions in the policy, including the exclusion for wholesale and retail delivery.

RENEWAL CERTIFICATE - Extends this policy for the period shown under Policy Period upon payment of the premium.

AMENDED DECLARATIONS - In consideration of the premium adjustment indicated herein this policy is hereby amended only with respect to such changes as are indicated in the schedule of changes. The limit of the Exchange's liability under such amended coverage shall be as stated herein.

LOSS PAYEE(S) - Any loss under Physical Damage coverages is payable as interest may appear to the named insured and the Loss Payee in accordance with the loss payable agreement.

RATING INFORMATION DISCLOSURE EXPLANATION

(From Discounts/Messages Section on Previous Page)

ITEM (ITEM NUMBER): Item number is the number assigned to the vehicle shown on the Declarations.

RATED DRIVER: The driver assigned to a vehicle whose attributes (e.g., years driving experience, driving safety record and marital status) are used to develop the premium.

DRIV SAFETY RECORD (DRIVING SAFETY RECORD): The total number of points assessed the driver for "principally at fault chargeable accidents" with or without injury and/or vehicle code violation convictions (tickets). A "principally at fault chargeable accident" occurs when the driver of a vehicle is at least 51% at fault for an accident and the total monetary damages (whether paid or not) in the accident exceed:

- $750 or the accident resulted in death for losses occurring prior to 12/11/11
- $1,000 or the accident resulted in death for losses occurring 12/11/2011 or after

Additional information on the number and types of incidents can be provided on request. Carriers use different point count systems for rating purposes. The number of points shown on your declarations would not necessarily match the number of points assigned by another carrier.

YRS DRIV EXP (YEARS DRIVING EXPERIENCE): The number of years a driver has been licensed to drive a motor vehicle anywhere in the world. However, a driver must have at least 18 months current driving experience in the United States, U.S. Territories, or Canada, before foreign country driving experience can be counted.

EST ANN MI DRIVEN (ESTIMATED ANNUAL MILES DRIVEN): The estimated number of total miles a vehicle will be driven in the coming year

VEH GARAGE ZIP (VEHICLE GARAGED ZIP CODE): The ZIP code of the location where the vehicle is garaged.

VEHICLE USAGE: Vehicles are assigned to one of five usage designations: Business Use, Work Commute, Farm Use, Farm Business Use or Pleasure.

MARITAL (MARITAL STATUS): "M" stands for Married, and "S" stands for Single.

DISCOUNTS: A reduced rate applies for each Discount listed.

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

Personal Umbrella Policy Declarations

AAA Insurance
underwritten by CSAA Insurance Exchange
PO Box 22221 Oakland, CA 94623-2221 (800) 922-8228

Amended Effective: 01/06/2021

For questions or changes call: (800) 922-8228

Named Insured and Mailing Address

STEVE FUCHS
4677 STETSON RD
CLOVIS, CA 93619-8639

Policy Number: CAPU-108050368

Membership Number: 429005-11522760-22

Your Policy Period	From: 01/06/2021	12:01 A.M. Standard Time, but not prior to the time applied for or, if this is a replacement Declarations, not prior to the time coverage change was requested.
	To: 01/06/2022	12:01 A.M. Standard Time.

Agency Information
MANUEL TORRES
6717 N RIVERSIDE DR
STE 102
FRESNO, CA 93722
(559) 440-7393

Notice Date: 12/14/2020
Home Phone #: (559) 658-7087
Business Phone #:

Named Insured(s)
STEVE FUCHS

Limit of Insurance
$1,000,000

Underlying Insurance

This policy is issued in reliance on representation of the Named Insured(s) listed above that valid and collectible underlying insurance as shown in this section is now in force, and will at all times be in force, in at least the amounts shown, for each auto, watercraft, and recreational motor vehicle (including motorcycles) owned, leased by or furnished or available for regular use by you or any resident of your household, and for all residential premises owned, leased by or leased to any insured. An explanation of important terms appears on the reverse side of these Declarations. Defined words appear in the Definitions section of the policy.

Coverage	Description	Liability Limit
Residential Premises	Primary; 4677 Stetson Rd, Clovis, CA 93619-8639	500,000
Auto Liability	2016 FORD F250 1FT7W2BTXGEC61164	500,000/500,000
Auto Liability	2018 SUBARU OUTBACK 4S4BSANC8J3237603	500,000/500,000
Auto Liability	2016 FORD F350 1FT8W3DT8GEB32184	500,000/500,000

Forms and Endorsements

Form Number	Personal Umbrella Coverages	Premium
58 2000 08012009 (CA 7/2015)	California Personal Umbrella Policy	Included
	Total Policy Premium:	**$235.00**

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

Underlying Insurance Requirements

Underlying Coverages	Minimum Underlying Limits of Liability						
	Bodily Injury per person/ per occurrence	and	Property Damage per occurrence	and	Personal Injury per offence	or	Combined Single Limit per occurrence
Residential Premises	$500,000/ $500,000		$500,000/ $500,000		$500,000/ $500,000		$500,000 $500,000
Auto	$500,000/ $500,000		$100,000				$500,000
Employer's Liability	$100,000		$100,000		$100,000		$100,000
Recreational Motor Vehicle Liability (includes motorcycles, golf carts, snowmobiles, trailers)	$500,000/ $500,000		$100,000				$500,000
Watercraft Liability	$500,000/ $500,000		$500,000/ $500,000				$500,000 $500,000

Important Notes

All Residential Premises policies must have "personal injury" coverage, as defined in the "Definitions" section of your Personal Umbrella Policy.

Under the heading "Minimum Underlying Limits of Liability," reference is made to "per person" and "per occurrence" limits. These phrases have special meaning, as follows:

The "per person" limit of liability means the most that the underlying insurer will pay for all damages sustained by one person as the result of any one "occurrence."

The "per occurrence" limit of liability means the most that the underlying insurer will pay for all damages sustained by all persons as the result of any one "occurrence."

"Occurrence" is a defined term in the underlying insurance and in the "Definitions" section of your Personal Umbrella Policy.

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

CERTHOLDER COPY

NF

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-01-2020

GROUP:
POLICY NUMBER: **9288553-2020**
CERTIFICATE ID: **1**
CERTIFICATE EXPIRES: **12-01-2021**
12-01-2020/12-01-2021

CONTRACTORS STATE LICENSE BOARD
WORKERS COMPENSATION UNIT
PO BOX 26000
SACRAMENTO CA 95826-0026

NF

LIC PERMIT#: 620167
INCEPTION DATE: 12-01-2020
DO: NF

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon **10** days advance written notice to the employer.

We will also give you **10** days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

EMPLOYER

FUCHS, STEVE DBA: FUCHS GENERAL CONTRACTING
4677 STETSON RD
CLOVIS CA 93619

[WLA,CN]

(REV.7-2014)

PRINTED : 11-25-2020

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

POLICYHOLDER COPY

NF

STATE COMPENSATION INSURANCE FUND

P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-01-2020

GROUP:
POLICY NUMBER: **9288553-2020**
CERTIFICATE ID: **1**
CERTIFICATE EXPIRES: **12-01-2021**
12-01-2020/12-01-2021

CONTRACTORS STATE LICENSE BOARD
WORKERS COMPENSATION UNIT
PO BOX 26000
SACRAMENTO CA 95826-0026

NF

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Authorized Representative

President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

EMPLOYER

FUCHS, STEVE DBA: FUCHS GENERAL CONTRACTING
4677 STETSON RD
CLOVIS CA 93619

[WLA,CN]

(REV.7-2014)

PRINTED : 11-25-2020

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

Bond #GFB5945384
Premium $1,420.00

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 **Fuchs General Contracting**, as Principal, a Construction Services Agreement, dated the 1st day of September, 2021 (**Agreement**), titled THE INSTALLATION OF GENERATOR CONNECTOR WIRE PROJECT in the amount of $47,335, which Agreement is by this reference made a part hereof, for the work described as follows:

   (Describe Agreement Work) Installation of Generator Connector Wiring

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 OLD REPUBLIC SURETY COMPANY as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:

   6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

   6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

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 5th day of August, 2021.

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: (Corp. Seal)	**Company:** (Corp. Seal)
Fuchs General Contracting	OLD REPUBLIC SURETY COMPANY
Signature	**Signature**
BY:	BY:
Name Steve Fuchs	**Name** Debbie Young
Owner	Attorney-in-Fact
Title	**Title**
4677 Stetson Rd	P.O. Box 1635
Street Address	**Street Address**
Clovis, CA 93619	Milwaukee, WI 53201
City, State, Zip Code	**City, State, Zip Code**

(End of Appendix D)

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

ACKNOWLEDGMENT

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 Fresno)

On 8-5-21 before me, Elizabeth L. Larson
(insert name and title of the officer)

personally appeared Debbie Young,
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.

ELIZABETH L. LARSON
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2290495
FRESNO COUNTY
My Comm. Exp. June 24, 2023

Signature _____ (Seal)

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DENNIS H. POPE, DEBBIE M. YOUNG, OF FRESNO, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23RD day of APRIL, 2020.

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 23RD day of APRIL, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31-1151

Signed and sealed at the City of Brookfield, WI this 5th day of August, 2021.

Karen J. Haffner
Assistant Secretary

POPE & YOUNG BONDING

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

Bond #GFB5945384
Premium Included in
Performance Bond

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 **Fuchs Generator Contracting**, as Principal, a Construction Services Agreement, dated the 1st day of September, 2021 (**Agreement**), titled THE INSTALLATION OF GENERATOR CONNECTOR PROJECT located at Mariposa County in the amount of $47,335, which Agreement is by this reference made a part hereof, for the work described as follows:

   (Describe Agreement Work) Installation of Generator Connector Wiring

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 OLD REPUBLIC SURETY COMPANY as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM ($47,335), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of August, 2021.

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: (Corp. Seal)	**Company:** (Corp. Seal)
Fuchs General Contracting	OLD REPUBLIC SURETY COMPANY
Signature	**Signature**
BY:	BY:
Steve Fuchs, Owner	Debbie Young, Attorney-in-Fact

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

Name	**Name**
Title	**Title**
4677 Stetson Rd **Street Address**	P.O. Box 1635 **Street Address**
Clovis, CA 93619 **City, State, Zip Code**	Milwaukee, WI 53201 **City, State, Zip Code**

(End of Appendix E)

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

ACKNOWLEDGMENT

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 Fresno)

On 8-5-21 before me, Elizabeth L. Larson
(insert name and title of the officer)

personally appeared Debbie Young,
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.

ELIZABETH L. LARSON
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2290495
FRESNO COUNTY
My Comm. Exp. June 24, 2023

Signature _____ (Seal)

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DENNIS H. POPE, DEBBIE M. YOUNG, OF FRESNO, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary, or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23RD day of APRIL, 2020.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

SEAL

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 23RD day of APRIL, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

NOTARY PUBLIC

Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31-1154

SEAL

Signed and sealed at the City of Brookfield, WI this 5th day of August, 2021.

Karen J. Haffner
Assistant Secretary

POPE & YOUNG BONDING

22851-W POAORS 012020

Attachment: Fuchs General Contracting 22-003 Generator wiring (RES-2021-515 : Approve an Agreement with Fuchs General Contracting &

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-516

MEETING: September 15, 2021

TO: The Board of Supervisors

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

RE: Modify Special Summer Saturday in Coulterville that is County Sponsored Event on September 18, 2021

RECOMMENDATION AND JUSTIFICATION:
Modify the Special Summer Saturday in Coulterville Event on September 18, 2021 to Close "Main Street" instead of "Park Lane" (County roads) from 12:00 PM to 8:00 PM.

An assemblage Permit is not required for a County sponsored event under County Code 8.28.032B Exemptions. (Attached).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On July 13, 2021 Resolution 2021-414 the Board approved "Summer Saturdays" Events in Coulterville.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the event will be limited to the prior approval that closed Park Lane.

ATTACHMENTS:
Encroachment Permit (PDF)
County Code 8.28.32 Exemptions - Assemblage Permit (PDF)
Map - for summer SEPT 18 (PDF)

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

REF ID# 12132

MARIPOSA COUNTY PUBLIC WORKS
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: June 21, 2021

BUILDING PERMIT: _____
(If applicable)

APPLICANT:

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

1. ____DRIVEWAY
   ____ROAD CROSSING
   ____WATER PIPE, CULVERT, ETC.
   ____LDA ROAD
2. ____NEW BUILDING/HOME
3. ____REMODEL EXISTING
4. ____NEW MAILBOX
5. __X__OTHER (EXPLAIN BELOW)

3. DRIVING INSTRUCTIONS FROM A KNOWN LANDMARK TO LOCATION OF ENCROACHMENT, I.E., INTERSECTION OF COUNTY ROADS, STATE HIGHWAYS OR TOWN, ECT.
Park Street, inbetween Main St and Broadway

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

5. ASSESSOR'S PARCEL NUMBER: _____-_____-_____
6. ADDRESS OF PARCEL: n/a

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

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

PERMIT NUMBER: 5389
(Issued Once Fee * is Paid)
DATE ISSUED: 7/6/2021
* The fee may be paid by check
Made payable to: County of Mariposa
Or you may call (209) 966-5356 with
Credit Card Information

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

MaryAnn Huff
OWNER'S NAME (Please Print)
MaryAnn Huff
SIGNATURE OF OWNER/APPLICANT **
PO Box 249
OWNER'S MAILING ADDRESS
Coulterville 95311
CITY ZIP

209-878-0111 moonshine.huff@gmail.com
PHONE NUMBER EMAIL ADDRESS

Attachment: Encroachment Permit (RES-2021-516 : Modify Special Summer Saturday in Coulterville that is County Sponsored Event on

8.28.032 Exemptions FOR COUNTY CODE ASSEMBLAGE PERMIT REQUIREMENTS

The following shall be exempt from the requirement to obtain a public assembly permit:

A. Public or private gatherings in existing facilities designed for such gatherings where adequate provisions for health, safety and public welfare have been made and approved by the county, provided such gatherings or assemblages do not exceed the capacity of such facilities as established by the county, and provided that the activities proposed therein do not otherwise violate the laws of the state and the ordinances and laws of the county. Any gathering in excess of two hundred fifty people on public property of the county requires the advance written permission of the county in order to qualify for this exemption;

B. Public assemblages adopted by the county as official county activities;

C. Public assemblages occurring entirely within the boundaries of Yosemite National Park on lands owned and controlled by the federal government;

D. Public assemblages of over two thousand five hundred people on any land, or within structures or enclosures in the county on any particular day for which a conditional use permit is required to be obtained through the process identified in Chapter 8.28.030 of this title. For such assemblages, the conditional use permit process shall replace the public assemblage permit process. .

HISTORY
Adopted by Ord. 551 Sec. 1 (part) on 7/15/1980
Amended by Ord. 965 Sec. I on 5/15/2001

Attachment: County Code 8.28.32 Exemptions - Assemblage Permit (RES-2021-516 : Modify Special Summer Saturday in Coulterville that is

STREET CLOSED

EVENT PARKING IN CLOSED STREET

GATHERING AREA IN PARK

STREET CLOSED

SUMMER DAYS IN COULTERVILLE 2021 COYOTEFEST PRODUCTIONS
SEPTEMBER 18
1PM TO 7PM
FOR ADDITIONAL INFORMATION PLEASE CONTACT MARYANN HUFF AT 209-878-0111

NOTES:
THE EVENT INCLUDES FOOD, ALCOHOL AND LIVE MUSIC.
ATTENDENCE EXPECTED IN EXCESS OF 250 PEOPLE.

Attachment: Map - for summer SEPT 18 (RES-2021-516 : Modify Special Summer Saturday in Coulterville that is County Sponsored Event on

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-517

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Resolution Clarifying the AAC Purpose

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Amending Exhibit "A" of Resolution 2010-262 to Clarify the Purpose of the Airport Advisory Committee (AAC.)

On August 17, 2021, the Board discussed the purpose of the Airport Advisory Committee. At that time, the Board clarified that the AAC's purpose relative to the operation of the airport was meant to be limited to consideration of the Airport Master Plan or other policy level document.

This action formalizes the August 17, 2021 direction, as well as cleans up the membership term provision by removing Paragraph 2(C), which provided a means to stagger terms when the AAC was first formed, and amends Paragraph 2(A) to reflect the need for staggered terms.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

8/17/2021: Discussion and direction regarding the purpose of the AAC relative to operation of the airport.

6/1/2010: Resolution 10-262 removed the automatic rotation of the Vice-Chair to Chair, required that both positions be elected at the beginning of each calendar year, and imposed a limit on absences.

10/6/2009: Resolution 09-479 added two alternate members, and modified quorum requirements.

9/23/2008: Resolution 08-456 changed the membership from nine back down to seven members.

7/27/2004: Resolution 04-357 increased membership from seven to nine members, eliminated a requirement to notice AAC meetings in the newspaper, and established a process for the selection of the AAC Chair and Vice-Chair.

7/6/1993: Resolution 93-387 was adopted which 1) designated the Board of Supervisors as the statutorily required Airport Land Use Commission, pursuant to sections 21670-21679.5 of the California Public Utilities Code; and 2) created the Airport Advisory Committee as it now stands with its current purpose.

4/12/1988: Resolution 88-157 established the Mariposa County Airport Land Use Committee, pursuant to sections 21670 - 21679.5 of the California Public Utilities Code.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action will leave the Airport Advisory Committee purpose unchanged.

FINANCIAL IMPACT:
None.

ATTACHMENTS:
Exhibit A - Red Lined Version (PDF)
AAC Resolution (PDF)
PUBLIC INPUT - Email from Ruth Sellers regarding AAC item (PDF)

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

EXHIBIT "A"

1. MEMBERSHIP

The Airport Advisory Committee shall be established with seven (7) voting members, and two (2) alternatemembers with voting rights to ensure a quorum of the Committee as follows:

(A) Three (3) members with expertise in aviation. A person who, by way of education, training, business, experience, vocation, or avocation has acquired and possesses particular knowledge of, and familiarity with, the function, operation, and role of airports shall be deemed to have expertise in aviation.

(B) Two (2) members who reside or own property within the Airport Influence Area of the Mariposa-Yosemite Airport.

(C) Two (2) members of the general public.

(D) Two (2) alternate members with voting rights if the Committee does not have a quorum. Alternate 1 will have first voting rights if only one alternate is needed for a quorum. If both alternates are required for a quorum, or if alternate 1 is not available for a quorum, alternate 2 will have voting rights.

2. TERM OF OFFICE, VACANCIES AND APPOINTMENT

(A) Committee members shall be appointed by majority vote of the Board of Supervisors. The Board of Supervisors may remove any member at any time without cause.

(B) ~~The term of office of each member~~Members shall serve staggered~~be~~ four (4) year~~s~~ terms and until the appointment and qualification of his or her successor. The expiration date of the term of office of each member shall be the first Monday in the year which his or her term is to expire. Any vacancy in the membership of the Committee shall be filled for the unexpired term by appointment by the Board of Supervisors.

~~(C) Members of the Committee shall classify themselves by lot so that the term of office of two members is one (1) year, two members is two (2) years, two members is three (3) years and the remaining three members is four (4) years.~~

~~(D)~~(C) For any vacancy of the Committee, recruitment shall be done in accordance with the requirements of the Maddy Act.

3. COMMITTEE OFFICERS AND DUTIES

(A) At the first meeting of each calendar year following adoption of this resolution, the Committee shall select a Chairman and a Vice Chairman by majority vote for the Committee. The Chairman shall serve a term of one (1) year and may not serve two consecutive terms.

(B) In subsequent years at the first meeting of the calendar year the Committee shall select a Chairman *and a Vice* Chairman.

Attachment: Exhibit A - Red Lined Version (RES-2021-517 : Resolution Clarifying the AAC Purpose)

(C) Should either the Chairman or the Vice Chairman vacate his or her position on the Committee the Committee shall elect a new Chairman or Vice Chairman at the first meeting following the date the Chairman or Vice Chairman vacates his or her position.

(D) It shall be the duty of the Chairman to conduct each meeting of the Committee and preside overeach meeting. The Chairman may also appoint ad hoc committees from the Committee membership to address special issues or concerns that come before the Committee.

(E) It shall be the duty of the Vice Chairman to act as the Chairman in the Chairman's absence and to do those tasks as assigned by the Chairman.

4. MEETINGS AND QUORUMS

(A) The Committee shall meet as necessary to conduct the business of the Committee and fulfill its responsibilities.

(B) The Committee shall meet at the call of the Committee Chairman or at the request of the majority of the Committee members.

(C) Business may not be transacted at a regular or special meeting of the Committee without a quorum of four (4) members.

(D) *A limit of two (2) unexcused absences annually. Any member of the Committee exceeding this limit will be dismissed.*

(E) *A limit of three (3) consecutive absences annually will be cause/or dismissal.*

5. NOTICE OF COMMITTEE MEETINGS

Notice of a regular meeting of the Committee shall be posted in a prominent public place at the Mariposa-Yosemite Airport seventy-two (72) hours before said meeting.

6. STAFF ASSISTANCE AND OPERATING EXPENSES

County staff assistance to the Committee shall be provided by the Mariposa County Planning Department for land use matters and by the Mariposa County Public Works Department for matters involving the operation of the Mariposa-Yosemite Airport.

7. COMMITTEE DUTIES AND RESPONSIBLITIES

The Airport Advisory Committee is established as an advisory committee to the Mariposa County Planning Commission and Board of Supervisors. The powers, duties, and responsibilities shall be as follows:

(A) To advise and provide recommendations to the Board of Supervisors on the preparation and adoption of an airport comprehensive land use plan for the Mariposa-Yosemite Airport.

(B) To review, advise, and provide recommendations to the Planning Commission and the Board of Supervisors on land use projects in the Mt. Bullion area which may affect airport operations.

(C) To advise and provide recommendations to the Board of Supervisors on the preparation and adoption of an airport master plan, with said airport master plan to include consideration of the operation of the airport. ~~and the operation of the airport.~~

Attachment: Exhibit A - Red Lined Version (RES-2021-517 : Resolution Clarifying the AAC Purpose)

MARIPOSA COUNTY RESOLUTION NO.

RESOLUTION AMENDING EXHIBIT "A" OF RESOLUTION 2010-262 OF THE POLICIES AND PROCEDURES OF THE AIRPORT ADVISORY COMMITTEE

WHEREAS the Airport Advisory Committee was established as an advisory group to the Mariposa County Planning Commission and the Board of Supervisors to advise and provide recommendations to the Board of Supervisors on the preparation and adoption of an airport comprehensive land use plan, the land use projects in the Mt. Bullion area which may affect airport operations, and the preparation and adoption of an airport master plan with said airport master plan to include the operation of the airport; and

WHEREAS ambiguity exists surrounding the Airport Advisory Committee's purpose relative to the operation of the airport; and

WHEREAS the Board of Supervisors discussed the matter on August 17, 2021, and gave direction to staff to clarify that the AAC's purpose relative to operation of the airport is in relation to the consideration of the airport master plan, or other policy level document.

NOW THEREFORE BE IT RESOLVED that the Mariposa County Board of Supervisors hereby amends Exhibit "A" of Resolution No. 10-262 of the Policies and Procedures of the Airport Advisory Committee as set forth in Exhibit "A" attached hereto.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors on this 15th day of September, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
MARSHALL LONG, Board Chair

ATTEST:

_____
RENÉ LaROCHE

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM

Attachment: AAC Resolution (RES-2021-517 : Resolution Clarifying the AAC Purpose)

EXHIBIT "A"

1. MEMBERSHIP

The Airport Advisory Committee shall be established with seven (7) voting members, and two (2) alternatemembers with voting rights to ensure a quorum of the Committee as follows:

(A) Three (3) members with expertise in aviation. A person who, by way of education, training, business, experience, vocation, or avocation has acquired and possesses particular knowledge of, and familiarity with, the function, operation, and role of airports shall be deemed to have expertise in aviation.

(B) Two (2) members who reside or own property within the Airport Influence Area of the Mariposa-Yosemite Airport.

(C) Two (2) members of the general public.

(D) Two (2) alternate members with voting rights if the Committee does not have a quorum. Alternate 1 will have first voting rights if only one alternate is needed for a quorum. If both alternates are required for a quorum, or if alternate 1 is not available for a quorum, alternate 2 will have voting rights.

2. TERM OF OFFICE, VACANCIES AND APPOINTMENT

(A) Committee members shall be appointed by majority vote of the Board of Supervisors. The Board of Supervisors may remove any member at any time without cause.

(B) Members shall serve staggered four (4) year terms and until the appointment and qualification of his or her successor. The expiration date of the term of office of each member shall be the first Monday in the year in which his or her term is to expire. Any vacancy in the membership of the Committee shall be filled for the unexpired term by appointment by the Board of Supervisors.

(C) For any vacancy of the Committee, recruitment shall be done in accordance with the requirements of the Maddy Act.

3. COMMITTEE OFFICERS AND DUTIES

(A) At the first meeting of each calendar year following adoption of this resolution, the Committee shall select a Chairman and a Vice Chairman by majority vote for the Committee. The Chairman shall serve a term of one (1) year and may not serve two consecutive terms.

(B) In subsequent years at the first meeting of the calendar year the Committee shall select a Chairman *and a Vice* Chairman.

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(D) It shall be the duty of the Chairman to conduct each meeting of the Committee and preside overeach meeting. The Chairman may also appoint ad hoc committees from the Committee membership to address special issues or concerns that come before the Committee.

Attachment: AAC Resolution (RES-2021-517 : Resolution Clarifying the AAC Purpose)

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(C) To advise and provide recommendations to the Board of Supervisors on the preparation and adoption of an airport master plan, with said airport master plan to include consideration of the operation of the airport.

Attachment: AAC Resolution (RES-2021-517 : Resolution Clarifying the AAC Purpose)

Rene LaRoche

From: Marshall Long <mlong@mariposacounty.org>
Sent: Monday, September 13, 2021 12:19 PM
To: Rene LaRoche
Subject: Fwd: [Fwd: RE: AAC Item]
Attachments: untitled-[2].html

Here it is.

Marshall Long
Mariposa County
Supervisor District 3
(209) 966-3222

Begin forwarded message:

From: Ruth [redacted]
Date: September 12, 2021 at 4:08:37 PM PDT
To: Rosemarie Smallcombe <rsmallcombe@mariposacounty.org>, Thomas Sweeney <tsweeney@mariposacounty.org>, Marshall Long <mlong@mariposacounty.org>, tforsythe@mariposacounty.org, Miles Menetrey <mmenetrey@mariposacounty.org>
Subject: [Fwd: RE: AAC Item]

I am requesting Consent item number 8 on the Sept. 15th BOS agenda be pulled for discussion and rejection. It is reasonable to question why the AAC has been selected from approximately
50 Mariposa County committees to be publicly humiliated, demonized and subjected to unnecessary changes when
no current committee member and no stated incident has been brought forward! The committee offers opinions and
suggestions only. We have no authority to implement them. If we were not concerned with the positive
aspects the Airport offers the County we would not volunteer our time by offering our support.
I am also amazed to read that the Clerk of the Board is a Department Head and granted authority over
all committees. If this is a fact, what role does the Liason Supervisor have regarding committees?
Attached is my communication with Rene, the Clerk of the Board. Referring to the August 17th agenda item,
AAC Discussion and Direction. Comment is made of the AAC as "conflicting interpretations that has fueled
discord for years and often described as MEAN". WHAT AN ACCUSATION! Rene's response to me rebuts that
statement by stating she is referring to years ago. Such statements can only be defined as defamation of
character for each of the current committee members. How can such derogatory description be given , when it is a lie!

Attachment: PUBLIC INPUT - Email from Ruth Sellers regarding AAC item (RES-2021-517 : Resolution Clarifying the AAC Purpose)

Rene also states the issues happened years ago.
We the AAC are due a huge public apology for the accusations made and the BOS should investigate who and why this
complete subject was allowed to be brought forward.
Thank You, Ruth Sellers

---------- Original Message ----------
Subject: RE: AAC Item
From: "Rene LaRoche" <rlaroche@mariposacounty.org>
Date: Thu, September 9, 2021 3:40 pm
To: "Ruth" <ruths@sti.net>

Good afternoon, Ruth.

As I noted in my August 18, 2021, email to you, I did confirm the specific statement with staffers, i.e. employees, who had previously reported receiving the complaints from resigning AAC members (and who are still employed with the County.) One of the staff members who reported and confirmed receiving these complaints from a resigning member was my deputy, Tracy Gauthier, and the other was Jean Dordan, of Public Works.

I don't feel it is appropriate to name any of the resigning members as County policy requires that the name of complainants be kept confidential. Additionally, it is my understanding that none of the members who were complained about currently serve on the AAC so, again, it would not be appropriate to share names. However, I can note that neither your name nor Mr. Leinheuser's was ever mentioned by the resigning members so, again, my apologies if either of you felt that the Board item was somehow directed at you. (I will also note that at the following meeting I had another discussion and direction item regarding development of an overarching policy for all County committees. At that time, I did inform the Board that I had heard from one AAC member who felt the statement was a mischaracterization, as I felt that the Board needed to be informed.)

As to who placed this item on the agenda, the item came from me. I was not directed by anyone, as your email implies. Rather, it is my duty as a department head to identify issues within my department and bring them to the Board for consideration. As noted in the Board item, my position has an umbrella regulatory oversight over all County committees on behalf of the Board and I have repeatedly been consulted about the AAC's purpose

Attachment: PUBLIC INPUT - Email from Ruth Sellers regarding AAC item (RES-2021-517 : Resolution Clarifying the AAC Purpose)

through the years, and repeatedly seen the disparate interpretations of the AAC's purpose. With a new Interim Public Works Director at the helm, and since I cannot define a committee's purpose on behalf of the Board, it seemed appropriate for me to bring the item for Board consideration to finally put the matter to rest one way or the other.

As to notification of the AAC, I did send an email to Mr. Leinheuser on August 4th that read as follows:

As the Clerk of the Board, I function on the periphery of all committees and have, for some time, noticed frustrations among AAC members and staff, alike. When I see such issues, I tend to look at underlying definitions to make sure that everyone is "speaking the same language." From what I can tell, a lot of the frustration seems to stem from differences in the way people are interpreting the AAC's purpose.

With a new Interim Public Works Director, and with some of the comments that I see below, it seems an opportune time to schedule an agenda item which allows the Board to hold an open discussion of the issues, receive AAC input, and to provide clarification of the Board's expectations. Consequently, I am preparing a discussion and direction item that is tentatively scheduled for the afternoon of August 17th.

The item would be phrased to request clarification regarding the AAC's stated purpose since that appears to me to be the pivot point around which most of the friction revolves. Having a Board item also allows the AAC members to provide input directly to the Board, which seems to be desired in the email thread below. Ultimately, my hope is that by allowing an open and honest discussion on the matter, we will be able to facilitate some sort of resolution so that we end up with a more effective and productive environment for everyone going forward.

As I noted above, August 17th is the target meeting but I wanted to see if you had any issues with that date? Please let me know at your earliest convenience if you are available then. Also, if you are, would you please also make an announcement about it at the August 11th AAC meeting so that all of the members are aware? (My understanding is that you are the AAC Chair so please advise if that is incorrect.)

Unfortunately, Mr. Leinheuser did not receive that email and sent the following to me on August 12th, 2021:

Attachment: PUBLIC INPUT - Email from Ruth Sellers regarding AAC item (RES-2021-517 : Resolution Clarifying the AAC Purpose)

Greetings:

I received an email forwarded by Shannon Hansen today that you had sent to me August 4th. Unfortunately, I didn't receive the message in time to inform the AAC meeting August 11th. However, Supervisor Miles Menetrey did announce this BOS agenda item concerning the AAC at the meeting. Just to make sure AAC members are aware, I have asked that Jean Dardon, AAC Clerk, send AAC members notification of the BOS item.

However, my understanding was that Supervisors Menetrey and Long both brought the topic up at the regular AAC meeting on August 11th so I felt comfortable to move forward with the item on August 17th as planned. While I cannot speak definitively to whether an email was sent out as requested by Mr. Leinheuser, I will note that he was there in person on the 17th and was invited to speak during the staff report section which gave him unlimited time. Additionally, Tony Borresson was on the phone and provided public comment.

I hope this answers all of your questions but please feel free to contact me again if it does not.

Sincerely,

René

René LaRoche, M.P.M., CCB

Clerk of the Board

209.966.3222

5100 Bullion Street

P.O. Box 784

Mariposa, California 95338

Attachment: PUBLIC INPUT - Email from Ruth Sellers regarding AAC item (RES-2021-517 : Resolution Clarifying the AAC Purpose)

Attachment: PUBLIC INPUT - Email from Ruth Sellers regarding AAC item (RES-2021-517 : Resolution Clarifying the AAC Purpose)

-----Original Message-----
From: Ruth [mailto:ruths@sti.net]
Sent: Thursday, September 9, 2021 1:17 PM
To: Rene LaRoche
Subject:

Hi Rene.

Yesterday, Sept. 8th, we had our monthly Airport Advisory Committee meeting.

Three of the committee members were absent. I had requested one of our agenda items

address the item on the BOS agenda dated August 17. 2021, "AAC Discussion and Decision",

presented by yourself.

I take issue with statements made regarding the accusations by others of their reasons

for leaving the Committee. Both Rick Leinheuser, 5 year member, and myself, 9 year member,

cannot recall any "fueled discord, or some resigning over heated mean dissension". Such

accusations are slanderous to our character and demand an explanation as to exactly

what occurred, when it occurred, what was said, and by whom.

I inquired of Supervisor Menetrey who "staff" was that requested this item be placed

on the agenda, what prompted such action and why this item became a Public

notice

when none of it has been presented to our Airport Committee for

explanation or discussion.

Supervisor Menetrey commented that he didnot request the item but that I

should

contact yourself for the full details that apparently you were assigned to

present.

I am requesting who "staff" is and all the details you have on record.

Thank You,

Ruth Sellers

Attachment: PUBLIC INPUT - Email from Ruth Sellers regarding AAC item (RES-2021-517 : Resolution Clarifying the AAC Purpose)

MARIPOSA COUNTY

Board of Supervisors · 209-966-3222

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Marshall Long, District III Supervisor

RE: Proclamation - Constitution Week 2021

RECOMMENDATION AND JUSTIFICATION:
Proclaim September 17 - 23, 2021, as "Constitution Week." (Board Chair)

National Society of the Daughters of the American Revolution petitioned Congress in 1955 to set aside September 17th - 23rd annually in observance to commemorate America's most important document. President Dwight D. Eisenhower signed the resolution into public law on August 2nd, 1956.

Constitution week aims to celebrate by:

- Emphasizing citizen's responsibility to protect and defend the constitution.
- Informing people that the constitution is the basis for America's great heritage and the foundation for our way of life.
- Encouraging the study of the historical events which led to the framing of the Constitution in September 1787.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has approved this and similar Proclamations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Miss the opportunity to recognize the Constitution of the United States of America and the efforts to celebrate it by the National Society of the Daughters of the American Revolution.

ATTACHMENTS:
Constitution Week(PDF)

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

The Mariposa County Board of Supervisors

Proclaims the

Week of September 17th – 23rd, 2021

as

"Constitution Week"

WHEREAS, September 17th, 2021, marks the two hundred thirty fourth anniversary of the drafting of the Constitution of the Unites States of America; and

WHEREAS it is fitting and proper to officially recognize the magnificent document and the memorable anniversary of its creation; and to officially recognize the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Congress by joint resolution of August 2nd, 1956 (32 U.S.C 108, as amended), guarantees the issuing of a proclamation each year by the President of the Unites States of America designating September 17th through 23rd as **"CONSTITUTION WEEK"**; and

WHEREAS the National Society of the Daughters of the American Revolution promote and celebrate our Nation's great achievement by emphasizing citizen's responsibility to protect and defend the constitution; Informing people that the constitution is the basis for America's great heritage and the foundation for our way of life; and encouraging the study of the historical events which led to the framing of the Constitution in September 1787.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of the State of California, hereby proclaims the week of September 17th through 23rd, 2021 as "**CONSTITUTION WEEK"** in Mariposa County.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 15th day of September, 2021, by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

TOM SWEENEY, District II Supervisor

MILES MENETREY, District V Supervisor

MARSHALL LONG, District III Supervisor

Attachment: Constitution Week (2021-80 : Proclamation - Constitution Week 2021)

MARIPOSA COUNTY

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

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Proclaim September 2021 as Suicide Prevention Awareness Month

---

RECOMMENDATION AND JUSTIFICATION:

Proclaim the Month of September 2021 as "Suicide Prevention Awareness Month"

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has previously supported proclamations related to mental health and behavioral health.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board will miss the opportunity to highlight the importance of suicide prevention and to give hope and resources to those considering suicide.

ATTACHMENTS:
Suicide Prevention Awareness Month 2021 (PDF)
Connect to Care Handout Received from Sheila Baker (PDF)

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

The Mariposa County Board of Supervisors

Proclaims the

Month of September 2021

as

"Suicide Prevention Awareness Month"

WHEREAS, the month of September is known throughout the United States as National Suicide Prevention Awareness Month; and

WHEREAS, suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

WHEREAS, each year in the United States more than 45,000 people die by suicide; and

WHEREAS, suicide is the 10th leading cause of death among all adults in the United States, and the 2nd leading cause of death among people aged 10 to 34; and

WHEREAS, the Unites States loses 20 veterans per day to suicide; and

WHEREAS, the Mariposa County Board of Supervisors chooses to publicly state that *no person considering suicide or struggling with any mental health issue should have to feel silenced or shamed;* and

WHEREAS, any resident of Mariposa County who has thoughts of suicide should know that this community is here to support them and should be aware of the many ways to receive assistance – including the crisis line at 209-966-7000; and

WHEREAS, Mariposa community members can help play a role in suicide prevention and are encouraged to stay connected to family, friends, and neighbors by reaching out if they see a need or feel concerned; a simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

NOW, THEREFORE, BE IT KNOWN that the Board of Supervisors of Mariposa County, a political subdivision of California proclaims the month of September 2021 as **"Suicide Prevention Awareness Month"** in Mariposa County, to support suicide prevention awareness.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this 15th day of September, 2021, by unanimous vote.

_____
Rosemarie Smallcombe, District I Supervisor

_____
Wayne Forsythe, District IV Supervisor

_____
Tom Sweeney, District II Supervisor

_____
Miles Menetrey, District V Supervisor

_____
Marshall Long, District III Supervisor

Attachment: Suicide Prevention Awareness Month 2021 (2021-81 : Proclaim September 2021 as Suicide Prevention Awareness Month)

Attachment: Connect to Care Handout Received from Sheila Baker (2021-81 : Proclaim September 2021 as

Most suicidal people show some signs they are thinking about suicide. If you observe one or more of the following warning signs, especially if the behavior is new, has increased, or seems related to a painful event, loss or change, please reach out and **Connect to Care**.

KNOW THE SIGNS...

- Feeling down or hopeless
- No sense of purpose
- Putting affairs in order
- Increased alcohol or drug use
- New possession of weapons
- Talking or thinking about wanting to die

PRSRT STD
U.S.POSTAGE
PAID
EDDM RETAIL

**********ECRWSS****

Local Postal Customer

Help is available!

FOR CONFIDENTIAL CRISIS HELP ANY TIME, ANY DAY, CALL 209-966-7000 OR 1-800-549-6741 OR 1-800-273-TALK (NATIONAL SUICIDE PREVENTION HOTLINE)

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

5362 Lemee Lane
PO Box 99
Mariposa CA 95338
(209) 966-2000

Attachment: Connect to Care Handout Received from Sheila Baker (2021-81 : Proclaim September 2021 as

MARIPOSA COUNTY

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

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Handouts from Public Comment Portion of the September 15, 2021 Meeting

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Handouts from the Public Comment on Non-Agenda Items Portion of the September 15, 2021 Meeting:

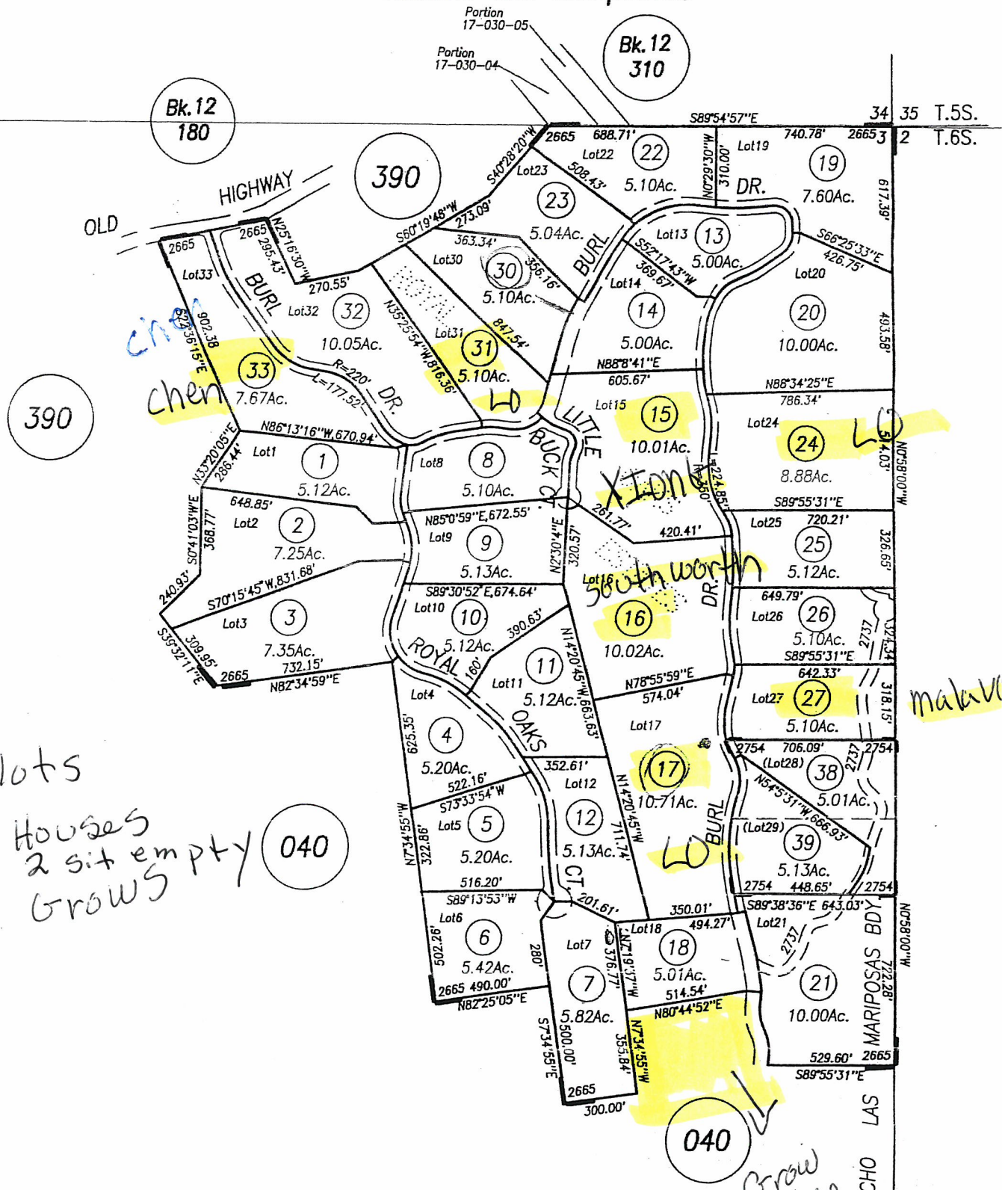
From Laurie Kinslow, handout regarding illegal marijuana grows in Royal Oaks.
From Kathleen Bratt, handout regarding illegal marijuana grows in Royal Oaks.
From Tony McLean, handout regarding Mariposa Physical Therapy Center

ATTACHMENTS:
PUBLIC INPUT - Handout received from Laurie Kinslow regarding illegal marijuana grows in Royal Oaks (PDF)
PUBLIC INPUT - Handout received from Kathleen Bratt regarding illegal marijuana grows in Royal Oaks (PDF)
PUBLIC INPUT - Handout received from Tony McLean, the new physical therapist for JCF Healthcare District (PDF)

RESULT: INFORMATION RECEIVED

ROYAL OAKS ESTATES SUBDIVISION

(Being Portion Projected Section 3,T.6S.,R.18E., Rancho Las Mariposas)



32 lots
10 Houses
2 sit empty
7 Grows

ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY LOCATION AND TAX PURPOSES ONLY, THEY MAY NOT BE USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.

R.S. 2665
2737
2754

Grow House
2 Green House

Attachment: PUBLIC INPUT - Handout received from Laurie Kinslow regarding illegal marijuana grows in Royal Oaks (12189 : Handouts from

Royal Oaks Estates

September 7, 2021

Royal Oaks Estates
P.O. Box 1839
Mariposa, CA 95338
royaloaksestates31@gmail.com

Property Owners,

Enclosed please find a copy of the CC&Rs that you received and agreed to when you purchased your property. We are sending them as a reminder of the rules governing our community. To maintain the integrity of our community and our property values, these CC&Rs will continue to be enforced.

We have also enclosed a copy of Mariposa County Medicinal & Recreational Marijuana Regulations.

We have a new email account and mailing address for the Review Committee.

Email address: royaloaksestates31@gmail.com
Mailing address: P.O. Box 1839, Mariposa, CA 95338

Review Committee of Royal Oaks Estates

Laurie Kinslow
Nancy Francis
Mike Kinslow

Attachment: PUBLIC INPUT - Handout received from Laurie Kinslow regarding illegal marijuana grows in Royal Oaks (12189 : Handouts from

Mariposa County Medicinal & Recreational Marijuana Regulations

CULTIVATION

(The following regulations apply to both medicinal and recreational cultivation)

INDOOR		OUTDOOR	
LEGAL*	**ILLEGAL**	**LEGAL***	**ILLEGAL**
Structure in which cultivation is occurring must meet all Building Code and Zoning Code Requirements	**Commercial cultivation of any kind is prohibited in Mariposa County**	**Must have fully enclosed opaque fence not less than 6 feet in height**	**Fencing materials such as Landscaping, plastic sheeting or cloth material *does not* constitute an adequate fence**
	Plants in excess of permitted limits	**1,000 Feet from any school, school evacuation site, church, park, daycare or youth center**	**Plants in excess of permitted limits**
		50 feet from property lines (if NOT near above)	**Commercial cultivation of any kind is prohibited in Mariposa County**
		Adequate security	
		Any fence built over 7 feet in height requires a Building permit.	

***Both Indoor and/or Outdoor cultivations MUST:**

- Have notarized letter from property owner authorizing cultivation IF the cultivators/residents **are NOT the property owners**.
- For medicinal marijuana cultivation, the primary caregiver or qualified patient cultivating the marijuana **must live on cultivation property on a permanent basis**.
- **Cultivation is not allowed on undeveloped land/parcels**; a legal residential dwelling must exist on the parcel and be the full time residence of the cultivator(s). Recreational vehicles, unpermitted structures, garages, etc. are not considered residential dwellings.
- For more information call Mariposa County Code Compliance at 209-966-5151.

Marijuana regulations established by Mariposa County Ordinance Nos. 1129, 1104, 1086

Attachment: PUBLIC INPUT - Handout received from Laurie Kinslow regarding illegal marijuana grows in Royal Oaks (12189 : Handouts from

Mariposa County Medicinal & Recreational Marijuana Regulations

Mariposa County Prohibits All Commercial Activities:

Any activity and use within Mariposa County for which a license is required pursuant to CA Business and Professions Code Division 10 including: commercial or not-for-profit cultivation, processing, manufacturing, wholesale or retail sale, and public consumption of marijuana or derivative products

Mariposa County Allows:

Personal marijuana possession, use and cultivation pursuant to the Adult Use of Marijuana Act

<table>
<tr><th colspan="2">POSSESSION</th><th colspan="2">USE</th></tr>
<tr><th>LEGAL</th><th>ILLEGAL</th><th>LEGAL</th><th>ILLEGAL</th></tr>
<tr><td rowspan="2">Up to 28.5 grams (one ounce) of marijuana

AND

8 grams of concentrate (including any contained in marijuana products)</td><td>Open package or container while operating a vehicle, boat, vessel, aircraft or any vehicle used for transportation</td><td rowspan="3">Must be 21 years or older to use any cannabis products. This includes but is not limited to smoking, vaping and edibles</td><td>While operating a vehicle, boat, vessel, aircraft or any vehicle used for transportation</td></tr>
<tr><td>Any marijuana products within 1,000 feet of or on the grounds of a school, day care center or youth center while children are present</td><td>In public areas which include but are not limited to schools, shopping centers, parking lots, sidewalks, parks, etc.</td></tr>
<tr><td>Must be 21 years or older to possess any cannabis products</td><td>Any marijuana products on Federal lands</td><td>Any marijuana products on Federal lands</td></tr>
</table>

How many plants can be grown LEGALLY?

<table>
<tr><th>MEDICINAL</th><th>RECREATIONAL</th></tr>
<tr><td>12 plants per qualified patient with a valid doctor's recommendation[1]</td><td rowspan="2">6 plants can be grown at one time (either indoor or outdoor) per parcel</td></tr>
<tr><td>MAXIMUM of TWO qualified patients or caregivers per parcel[2]</td></tr>
<tr><td colspan="2">Maximum number of plants on ANY single parcel number cannot exceed 30 plants[3]
This is regardless of the number of dwellings on the parcel.</td></tr>
</table>

*(See next page for additional **CULTIVATION Regulations**)*

[1] The recommendation must be obtained from a licensed qualified California physician.
[2] Patient and/or caregiver must reside on the property full time and in a legal dwelling.
[3] This number is based on two qualified patients/caregivers having 12 plants each and the six recreational plants as allowed by the State of California.

Marijuana regulations established by Mariposa County Ordinance Nos. 1129, 1104, 1086

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MARIPOSA DEVELOPMENT SERVICES

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039
MARIPOSA, CALIFORNIA 95338–2039
209 - 966 - 5151 • FAX 209 - 742 - 5024

Remediation of Marijuana Cultivation and Processing Violations

Including Commercial, Residential and Agricultural Structures and Sites

Illegal (non-permitted) indoor or outdoor marijuana cultivation and processing can result in hazardous conditions including but not limited to: mold, moisture damage, toxic chemical residue, and damaged or modified electrical, structural, mechanical and plumbing systems. These conditions present serious health and safety concerns for current and future occupants and property owners.

Mariposa County's requirements for remediation, which may be modified to reflect case-specific property conditions, include but are not limited to, the following:

1. At the property owner's sole expense, an appropriately qualified abatement company or consultant with expertise in the remediation of marijuana cultivation (grow) houses or large scale marijuana gardens shall be retained for the duration of the remediation project. The abatement company/consultant shall assess all building, site and environmental impacts, including potential off-site impacts, created by illegal growing and/or processing operations. The company/consultant shall develop a written report of the findings and a written remediation plan for the property, which shall be submitted to Mariposa County Code Compliance. The remediation plan shall include timelines and an estimated date of completion.

2. The report and remediation plan shall be reviewed and approved by Mariposa County prior to the commencement of any remediation work on-site. Required approvals may include, but are not limited to, the following departments and agencies:

   Building Department
   Planning Department
   Environmental Health Division
   Sheriff's Office
   Fire Department
   CAL FIRE
   Public Works Department

3. The owner shall obtain all required permits for work to be performed as part of the remediation plan.

4. Requirements for inspection and approval of remediation work shall be established by Mariposa County. If a clean (remedied) abatement report is not possible for any on-site structures, a demolition permit will be required, and demolition activities shall be completed as part of the remediation.

5. If PG&E power has been disconnected as part of the enforcement activities, electrical power may not be restored until the remediation plan has been approved and required permits have been obtained. Restoration of power shall be at the sole discretion of the Building Director, and a "Blue Tag" permit shall be required. At any time during remediation activities, if the owner fails to meet requirements established by the remediation plan, including timelines, Mariposa County may immediately pull power service from the property.

6. Inspection and permit fees will apply, including Building Code violation penalties of up to five times the normal fee amount.

7. A "Notice of Non-Conformance" shall be recorded against the Title of the property upon discovery of illegal marijuana cultivation or processing activities. The "Notice of Non-Conformance" shall only be removed after all permits have been obtained, the remediation work has been completed and all departments and agencies have signed off on the case.

Effective 10/15/18

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Date: 2/14/19

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039
MARIPOSA, CALIFORNIA 95338–2039
209 . 966 . 5151 • FAX 209 . 742 . 5024

Sarah Williams, Director
swilliams@mariposacounty.org

Greenhouses and Storage Buildings in Mariposa County

All building permit applications are routed to the Planning Department for a determination regarding use and applicability of development standards, established by the Zoning Ordinance and other regulations. A building permit for a greenhouse or storage building will not be authorized if a project does not comply with the Zoning Ordinance.

NOTE: Mariposa County prohibits ALL commercial activities associated with medical and recreational marijuana, including growing, processing and sale. *Similarly, industrial hemp is not permitted in the county or state at this time.* ***Mariposa County has an active code compliance program for prohibited activities associated with marijuana.***

The Zoning Ordinance establishes provisions for agricultural uses and agricultural processing activities. The provisions vary, based on project location, project size, parcel size, project design, and the project site's zoning designation. A greenhouse or storage building project may be:

- Permitted
- Conditionally permitted (requires conditional use permit)
- Prohibited

In order to authorize a building permit application for a greenhouse or storage building in Mariposa County, the applicant will be required to provide detailed information regarding the proposed project, including the agricultural activity (or activity) to be conducted within the greenhouse or storage building, and on-site.

If the greenhouse or storage building, and use are permitted or conditionally permitted, potential conditions or other agency permits which may be required in conjunction with a conditional use permit or building permit for a greenhouse include, but are not limited to, the following:

1. Detailed engineered grading and erosion control plans
2. Detailed access and parking plan
3. Encroachment permit (from Caltrans or County Public Works Department)
4. General Permit for Discharges of Storm Water Associated with Construction Activity (from Regional Water Quality Control Board)
5. Storm Water Pollution Prevention Plan or SWWPP
6. Streambed Alternation Agreement (from CA Department of Fish and Wildlife)
7. Reporting to County Agricultural Commissioner
8. Compliance with State Fire Safe Regulations (enforced by CALFIRE)
9. Hazardous Materials Business Plan (from County Health Department)
10. Well permit and water testing (quality) (from County Health Department)
11. Agricultural Burn Permit (from County Health Department)
12. Restroom facilities for employees
13. On-site sewage disposal system permit (from County Health Department)
14. California Environmental Quality Act (CEQA) determination

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-Recorder
Mariposa Co Official Records 4/22/2
Recorded at the request of 13:41:59
FIRST AMERICAN TITLE COMPANY

DOCUMENT: 2042289

0002042289

Titles: 1/ Pages: 16
Fees.... 52.00
Taxes...
Other...
AMT PAID 52.00

Recording requested by

When recorded mail to:
George Heiss
P.O. Box 65
Midpines, CA 95345

Space above this line for recorder's use

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

ROYAL OAK SUBDIVISION

THIS DECLARATION is made on the date set forth below by WHITE OAK RIDGE, a California LLC. (hereinafter referred to as "Declarant").

SECTION 1: RECITALS

1.01. Description of Real Property. Declarant is the owner of that certain real property located in Mariposa County, California, which is more particularly described on Exhibit "A" attached hereto and by reference incorporated in this Declaration.

1.02. Common Plan for Project. By this Declaration, Declarant intends to establish a common scheme and plan for architectural approval and control of the Project.

NOW, THEREFORE, Declarant hereby declares that the real property described on Exhibit "A" shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project, and every part thereof, in accordance with the plan for improvement of the Project and the division thereof into Lots. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land

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and shall be binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the Project.

SECTION 2: DEFINITIONS

In addition to other definitions provided for herein, the following terms shall have the following meanings:

2.01. "Architectural Review Committee" or "Committee" shall mean the committee created pursuant to the Section below entitled "Architectural Review" and which is charged with architectural approval and control of the Improvements within the Project.

2.02. "Architectural Review Guidelines" or "Guidelines" shall mean the written architectural review standards, if any, promulgated by the Architectural Review Committee as provided in the Section below entitled "Architectural Review".

2.03. "County" shall mean Mariposa County, California, the County in which the Project is located.

2.04. "Declarant" shall mean White Oak Ridge, a California LLC., its successors and assigns.

2.05. "Improvement" shall mean Structures, as defined herein, substantial plants such as trees, hedges, shrubs, bushes and major landscaping of any kind. "Improvement" shall also mean any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface or subsurface water from, upon, under or across any portion of the Project. "Improvement" shall also mean any utility line, conduit, pipe or other related facility or equipment.

2.06. "Lot" shall mean any parcel of land shown on the Map, including the legal re-subdivision of any such Lot into any additional parcel or parcels, provided, however, that such re-subdivision is not prohibited by this declaration.

2.07. "Map" shall mean that subdivision map entitled "Royal Oak Subdivision", which Map recorded April 2, 2004, as Record of Survey 2665, Mariposa County. Said Map is also described in Exhibit "A" of this Declaration.

2.08. "Mortgage" shall mean a mortgage or deed of trust encumbering a Lot. A "mortgage" shall include the beneficiary under a deed of trust.

2.09. "Owner" shall mean each person or entity, including Declarant, holding a record fee ownership interest in a Lot. "Owner" shall not include persons or entities who hold an

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interest in a Lot merely as security for the performance of an obligation.

2.10. "Project" shall mean the real property described on Exhibit "A" attached hereto, including any Improvements erected thereon.

2.11. "Residence" shall mean any dwelling structure on a Lot, but is not intended to exclude a "guest house" for the entertainment of social guests, nor servants' quarters for servants or other employees employed upon the premises of a Lot.

2.12. "Structure" shall mean any tangible thing or device to be fixed permanently or temporarily to real property including, without limitation, any building, garage, driveway, walkway, concrete pad, asphalt pad, fence, wall, pole, sign, antennae, sprinkling system, swimming pool, spa, tennis court or trash enclosures.

SECTION 3: ARCHITECTURAL REVIEW

3.01. General Limitation. Subject to the exemptions described below, no Improvement and/or Structure may be constructed, erected, painted, altered or changed on any portion of the Project without the prior written approval of the Architectural Review Committee ("Committee").

3.02. Exemptions. Notwithstanding Section 3.01, no Committee approval shall be required for (i) Improvements constructed by, at the direction of, or with the approval of Declarant; (ii) normal maintenance of exempt or previously approved Improvements; (iii) repair or rebuilding of an exempt or previously approved Improvement; (iv) changes to the interior of an exempt or previously approved Structure; (v) work reasonably required to be performed in an emergency for the purpose of protecting any person or property from damage.

3.03. Architectural Review Committee.

a. Number and Appointment. The Committee shall be composed of three (3) members. The initial members shall be appointed by Declarant. Declarant shall have the right to appoint replacements at any time to the Committee for a period of three (3) years from the date of recordation of this Declaration. After the initial three (3) year period, the Committee members shall have the full authority to designate a successor in the event of death or resignation of a member. Except for the power of the Declarant to appoint all members during the initial three (3) year period, at any time thereafter the then record owners of the majority of Lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee. The initial Committee shall be composed of [redacted].

b. Operation. The Committee shall meet from time to time as necessary

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to properly perform its duties hereunder. A majority of the Committee members may designate a representative of the Committee to act for it. Except as provided elsewhere herein, any decision may be made by the Committee upon an affirmative vote of two-thirds (2/3) of its members. The committee shall keep and maintain a record of all actions from time to time taken by the Committee at meetings or otherwise, and shall maintain files of all documents submitted to it. The members of the Committee shall not receive any compensation for services rendered. All members of the Committee shall be entitle to reimbursement for reasonable expenses incurred by them in connection with the performance of their duties.

c. Duties. The Committee may adopt Architectural Review Guidelines ("Guidelines") as provided below and shall perform other duties imposed upon it by this Declaration or applicable laws and regulations.

d. Address. The address of the Committee shall be determined by resolution of the Committee. Such address shall be the place for the submittal of plans and specifications and the place where current copies of the Guidelines shall be kept.

e. Guidelines. The Committee may, from time to time, adopt or amend Guidelines prospectively. Said Guidelines shall interpret and implement the provisions of this Section by setting forth more specific standards and procedures for Committee review. All guidelines shall be in compliance with all applicable laws and regulations of any governmental entity having jurisdiction over Improvements in the Project, shall incorporate high standards of architectural design and construction engineering, shall be in compliance withe minimum standards set forth herein, and otherwise shall be in conformity with the purposes and provisions of this Declaration. A copy of the current Guidelines shall be available for inspection and copying by any Owner at any reasonable time during customary and normal business hours.

f. Standards. The following minimum standards shall apply to any improvements constructed, painted, altered or changed on the Project:

(i) All exteriors shall be Rustic Country Style, Country French Style, Cottage Style or Spanish Style, with stucco and/or wood, or wood simulated siding, and with the use of rustic logs and/or stone accents.

(ii) All Improvements shall be constructed, painted and changed in compliance with the applicable zoning laws, building codes, subdivision restrictions, and all other laws, ordinances and regulations applicable to Project Improvements. All colors shall be earthtone.

(iii) All Lots shall be landscaped with a combination of trees, shrubs, ground cover, lawn, natural vegetation, and decorative rock, bark, and similar materials. Berming may be utilized so long as it does not disrupt proper drainage within the Project. Landscaping shall be designed so as to compliment, protect and harmonize with the natural

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terrain, existing trees and vegetation and shall be consistent with generally accepted, customary and conventional landscape designs of the area. Stone, gravel, concrete and similar materials shall be used only for complimentary and supplementary purposes and no Lot shall be covered entirely with such materials.

(iv) All exterior and decorative lighting shall be, whenever possible, placed in such a manner that the source of the light is not visible to adjacent portions of the Project. Colored landscaping lighting shall be prohibited, unless approved by the Committee.

(v) All solar collection devices shall be integrated aesthetically and screened as much as possible from adjacent portions of the Project.

(vi) All one-story Dwellings shall have minimum size of Two Thousand (2,000) square feet (excluding garages, carports, accessory buildings, covered or uncovered patios and porches), all two-story Dwellings shall have a minimum size of Twenty Two Hundred (2,200) square feet (excluding garages, carports, accessory buildings, covered or uncovered patios and porches), and all Lots shall have a minimum of two enclosed parking spaces when the dwellings are constructed.

(vii) The minimum roof pitch for a dwelling Unit shall be 6 in 12, with 40-year dimensional composition or tile roof.

(viii) All utility lines must be approved by the Committee as to type and location.

(iv) In reviewing proposed Improvements for approval, the Committee shall consider at least the following:

(1) Does the proposed Improvement conform to the purposes and provisions of the Project Documents?

(2) Is the proposed Improvement of a quality of workmanship and materials comparable to other Improvements that are proposed or existing on the Project?

(3) Is the proposed Improvement of a design and character which is harmonious with proposed or existing Improvements and with the natural topography in the immediate vicinity?

(4) Will the proposed Improvement unreasonably interfere with or otherwise impair the view or solar access of other portions of the Project?

3.04. Committee Approval Process - Approval Application. Any person

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proposing to construct, paint, alter or change any Improvement on the Project which requires the prior approval of the Committee shall apply to the Committee in writing for approval of the work to be performed and the time schedule for performing such work. The Committee may charge an Applicant a reasonable fee for Application review.

In the event additional plans and specifications for the work are required by the Committee, the applicant shall be notified of such requirement within thirty (30) days of receipt by the Committee of his initial application or the application shall be deemed sufficiently submitted as of that date. If timely notified, the applicant shall submit additional plans and specifications for the proposed work in the form and content reasonably required by the Committee and his application shall not e deemed sufficiently submitted until that date. Such plans and specifications may include, but not be limited to, showing the nature, kind, shape, color, size, materials and location of the proposed work, or the size, species and location of any plants, trees, shrubs and other proposed landscaping.

3.05. Review and Approval. Upon sufficient submission of an application for Committee review, the Committee shall proceed expeditiously to review all of the documents to determine whether the proposed work is in compliance with the provisions and purposes of the Project Documents and all Guidelines of the Committee in effect at the time the documents are submitted. In the event the Committee fails to approve an application, it shall notify the applicant in writing of the specific matters to which it objects. In the event the Committee fails ton notify the applicant of the action taken by the Committee within thirty-five (35) days after sufficient submission of an application, the application shall be deemed approved. One set of plans as finally approved shall be retained by the Committee as a permanent record.

3.06. Commencement, Completion of Approved Work. Upon receipt of the approval of the Committee, the applicant shall proceed to have the work commenced and diligently and continuously pursued to completion in substantial compliance with the approval of the Committee including all conditions imposed therewith. The approval of the Committee shall be effective for a period of one (1) year after the date of the approval subject to the right of the Committee to provide for a shorter or longer period at the time of its approval, or subsequently to extend the period upon a showing of good cause, and in the event the approved work is not commenced within the effective period of the approval, then the applicant, before commencing any work shall be required to resubmit his application for the approval of the Committee.

All approved work shall be completed within on (1) year after the date of commencement, or such other reasonable period specified by the Committee at the time of approval, with the period of time subject to extension by the number of days that work is delayed by causes not under the control of the applicant or his contractor or as otherwise extended by the Committee. Upon completion of approved work the applicant shall give written notice thereof to the Committee.

If for any reason the Committee fails to notify the applicant of any

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noncompliance within sixty (60) days after receipt of said notice of completion from the applicant, the improvement shall be deemed to be completed in accordance with said approved plans.

3.07. Inspection, Non-Compliance. The Committee, or any authorized representative shall have the right during normal business hours, after forty-eight (48) hours notice to the Owner thereof, to enter upon any portion of the Project for the purpose of determining whether or not any work is being performed or was performed in compliance with this Declaration and the Guidelines.

If at any time the Committee determines that work is not being performed or was not performed in compliance with this Declaration and the Guidelines, whether based on a failure to apply for or obtain approval, a failure to comply with approval, a failure to timely commence or complete approved work or otherwise, the Committee shall notify the owner in writing of such non-compliance, specifying the particulars of non-compliance, and demanding that the owner remedy such non-compliance within a reasonable and specified period.

In the event that the Owner fails to remedy such non-compliance within the specified period, the Committee shall have the right and duty to remedy the non-compliance in any appropriate manner permitted by this Declaration and the Guidelines, or as otherwise permitted by law or in equity, including but not limited to removing the non-complying Improvement, correcting the non-complying Improvement, completing the non-complying Improvement or recording a notice of non-compliance or non-completion on the property, as appropriate. The Owner shall have the obligation to reimburse the Committee for any costs incurred in enforcing these provisions and such costs may be recovered by the Committee in an action of law against such individual lot owner.

3.08. Waiver. The approval by the Committee of any plans, drawings or specifications for any Improvements constructed or proposed, or in connection with any other matter requiring the approval of the Committee shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter submitted for approval. Where unusual circumstances warrant it, the Committee may grant reasonable variances from the architectural review provisions hereof or from the Guidelines. Such variances shall be made on a case-by-case basis and shall not serve as precedent for the granting of any other variance.

3.09. Estoppel Certificate. Within thirty (30) days after written demand is delivered therefore to the committee by any Owner or Mortgagee, and upon payment to the Committee of a reasonable fee (as fixed from time to time by resolution of the Committee), the Committee shall execute and deliver in recordable form, if requested, any estoppel certificate executed by any two (2) of its members, certifying, with respect to any Lot of said Owner or Mortgagee, that as of the date thereof either (a) all improvements made and other work done upon or within said Lot comply with the requirements of the Committee and this Declaration, or

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(b) such improvements or work do not so comply, in which event the certificate shall also identify the non-complying improvements or work and set forth with particularity the basis of such noncompliance, such statement shall be binding upon the Committee in favor of any person who may rely thereon in good faith.

3.10. Liability. Neither the Declarant, the Committee, nor any Committee member thereof shall be liable to any Owner or to any third party for any damages, loss, or prejudice suffered or claimed on account of (a) the approval or disapproval of plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development of any property within the Project, (d) the execution and filing of an estoppel certificate pursuant to Section 3.09, or (3) the execution and filing of a notice of non-compliance or non-completion pursuant to Section 3.07, whether or not the facts therein are correct, if the Declarant, the Committee or such Committee member has acted in good faith on the basis of such information as may be possessed by them. Specifically, but not by way of limitation, it is understood that plans and specifications are not approved for engineering design, and by approving such plans and specifications neither Declarant, the Committee, nor any Committee member thereof, assumes liability of responsibility therefore, or for any defect in any structure construed from such plans and specifications.

SECTION 4: USE RESTRICTIONS

4.01. Use of Lots. No Lot, or any portion thereof, shall be occupied and used except for single family residential purposes by the Owners, their contract purchasers, lessees, tenants, or social guests. No trade or business or commercial activity shall be carried on or conducted upon any Lot, except that declarant, its successors or assigns may use any Lot in the Project owned by Declarant for a model home site and display and sales office during construction and until the last Lot is sold by Declarant, or until three years from the date of closing of the first sale of a Lot in the Project, whichever occurs first. The provisions of this section shall not prohibit home occupations so long as they are merely incidental to the use of the Lot as a dwelling, are permitted by local law, are conducted in such a manner as to not adversely affect other owner's use and enjoyment of the Project, and have received prior written approval of the Committee.

4.02. Parking and Vehicle Restrictions.

a) All driveways and garages shall be maintained in a neat and orderly condition. Garages are to be used for the parking of standard passenger vehicles and trucks, boats or the storage of similar items of personal property. Furthermore, garages shall not be converted to living quarters or workshops which will preclude the parking of vehicles.

b) Campers, boats, trailers and trucks shall only be parked entirely within

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an Owner's garage or in a recreational vehicle parking area on the Lot approved as to location, screening and design by the Committee.

4.03. Burning. Burning is permitted during fire season only with a valid permit. No Owner or resident shall permit any condition to exist on his or her Lot, including, without limitation, trash piles, or weeds, which create a fire hazard or is in violation of local fire regulations.

4.04. Signs. No sign of any kind shall be displayed to the public view on or from any Lot or any portion of the Project without the approval of the Committee, except as follows:

a) One sign of customary and reasonable dimensions advertising a Lot for sale, lease, rent or exchange displayed from a Lot; or,

b) Such signs as may be used by Declarant or its assignees in connection with the development of the Project and sale of lots; or,

c) Such other signs or notices as are required by law or as are otherwise necessary to perfect a right provided for in law.

d) Mail boxes, personal address signs or any other insignia identifying personal property.

4.05. Animals. No animals may be kept on the Project for commercial purposes or which result in an annoyance or nuisance to other Owners. The Committee can prohibit the keeping of any animal that in the sole and exclusive opinion of the Committee constitutes a nuisance to any other Owner.

4.06. Trash, Storage of Materials. All garbage and trash shall be regularly removed from the Project, and shall not be allowed to accumulate thereon. It shall be placed and kept in covered sanitary containers where it is not visible from any neighboring Lot except for a reasonable time prior to or after collection.

4.07. Right to Lease. No Owner shall be permitted to lease or rent his/her Lot for transient or hotel purposes, which shall include, but not be limited to, rental for any period less than thirty days. All leases must be in writing and the breach of any provision shall be a default under the lease or rental agreement. The Owner shall provide the Lessee with a copy of this Declaration.

4.08. Drainage. No Owner shall do any act or construct any improvement which would interfere with the natural or established drainage systems or patters within the Project without the approval of the Committee.

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4.09. Nuisances. No noxious, illegal, or offensive activities shall be carried on within any Lot, or in any part of the Project, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each Owner's Lot or Common area, or which shall in any way increase the rate of insurance for any Lot, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of any building. Motorcycles or two/four wheeled motorized vehicles that cause excess noise or speed or revving up of engines or speeding up and down adjacent roads will be a violation of this covenant. Go carts, three wheelers, racing cars, snowmobiles or any type vehicles are all subject to this covenant.

4.10. Compliance with Declaration. Each Owner, contract, purchaser, lessee, tenant, guest, invitee or other occupant of a Lot shall be governed by the provisions of this Declaration.

4.11. Manufactured Housing. All manufactured housing Units located on Lots in the Project shall meet with all federal and state requirements as to construction standards for manufactured housing that are in full force and effect at the date of installation. All manufactured housing units will be placed upon a permanent foundation. The manufactured date of any manufactured unit shall not be less than two (2) years prior to date of installation on any Lot in the Project. All Owners or future Owners of Lots in the Project who site mobile homes on said Lots shall take such measures at the time of building permit, to insure that said manufactured home is placed on the assessment rolls of the County.

4.12. Recreational Vehicles. Nothing in this Declaration shall prohibit the occupancy of recreational vehicles on a Lot either on a temporary basis while improvements are constructed or for limited vacation/recreation purposes.

SECTION 5: MORTGAGE PROTECTION

5.01. Mortgages Permitted. Any Owner may encumber his Lot with Mortgages.

5.02. Priority of Mortgage. Notwithstanding any other provision of this Declaration, it is hereby provided that a breach of any of the conditions contained in this Declaration by any Owner or of any re-entry by reason of such breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to said Lot or any part thereof.

5.03. Effect of Breach. No breach of any provision of this Declaration shall invalidate the lien of any Mortgage made in good faith and for value, but all of the covenants, conditions, restrictions, declarations, easements and limitations of this Declaration shall be binding on any Owner whose title is derived through foreclosure sale, trustee's sale, or otherwise.

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SECTION 6: GENERAL PROVISIONS

6.01. Term. The declarations, covenants, conditions, restrictions, limitations and easements of this Declaration shall run with and bind the Project, and shall inure to the benefit of and be binding on the Owners of any Lots, their legal representatives, heirs, grantees, tenants, successors and assigns, subject to this Declaration, for a term of thirty years from the date this Declaration is recorded. Thereafter, subject to the Subsection below entitles "Amendment; Revocation", they shall be automatically extended for successive periods of ten years.

6.02. Notices. Notices provided for in this Declaration and the Guidelines shall be in writing and shall be deemed sufficiently given when delivered personally or within seventy-two hours after deposit in the Unites States mail, postage prepaid, addressed to an Owner at the last address such Owner designates to the Committee for delivery of notices, or in the event of no such designation, at such Owner's last known address, or if there be none, at the address of the Owner's Lot. Notices to the Committee shall be addressed to the address designated by the Committee by written notice to all Owners.

6.03. Amendment, Revocation. Until conveyance of the first Lot, Declarant shall have the unilateral right to amend or revoke this Declaration. After the first conveyance of a Lot, this Declaration shall be (a) amended only upon the written approval of the then record Owners of at lease sixty-six and two-thirds percent (66-2/3%) of the Lots, or (b) revoked only upon the written approval of the then record Owners of at lease seventy-five percent (75%) of the Lots. If co-Owners of a Lot are unable to agree among themselves as to how their vote shall be cast in the matters addressed in this subsection, they shall forfeit the vote on the matter in question. If only one Owner exercises the vote of particular Lot, it shall be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot. An amendment or revocation shall be effective when it has received the required percentage approval and has been recorded in the Office of the County Recorder.

6.04. Termination of Declarant's Responsibility. In the event Declarant shall convey all of its right, title and interest in and to the Project to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and said person or entity shall be obligated to perform all such duties and obligations of the Declarant. Such successor to Declarant shall be included in the definition of "Declarant".

6.05. Owner's Compliance. Each Owner of a Lot, his legal representatives, heirs, grantees, tenants, successors and assigns, or occupant of a Lot shall comply with the provisions of this Declaration, as amended from time to time, and failure to comply with any such provisions or decisions shall be grounds for an action to recover sums due for damage for injunctive relief or for other relief. Each such Owner, legal representative, heir, grantee, tenant, successor or assign or occupant of a Lot shall also comply with all applicable laws, statues, ordinances and regulations, and shall defend, indemnify and hold harmless Declarant or the Committee, or both, as the case may be, from any loss, claim, liability or expense, including

attorney's fees, arising out of in connection with its failure to comply therewith or with the provisions of this Declaration.

6.06. Attorney's Fees. In the event of any controversy, claim, or dispute arising out of or relating to this Declaration or the interpretation or breach of this Declaration, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney's fees, and costs, as determined by the court.

6.07. Insurance. Each Owner shall obtain and maintain at his/her expense, fire and casualty coverage as may be required by the Owner's Individual Mortgagee or if no Mortgagee encumbers a Lot, fire and casualty coverage as may be determined by the Committee, with respect to damage or destruction to improvements on the Owner's Lot.

6.08. Severability. Should any provision or portion of this Declaration be declared invalid or in conflict with any law of the jurisdiction where this Project is located, the validity of all other provisions and portions of this Declaration shall remain unaffected and in full force and effect.

6.09. Headings. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

6.10. Enforcement. The various restrictive measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each Lot in the Project and failure by Declaration or any other person or persons entitled so to do to enforce any measure or provision upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.

IN WITNESS WHEREOF, Declarant has executed this Declaration.

DATED: April 20, , 2004.

WHITE OAK RIDGE, LLC.

By: _____
Authorized Signatory

Attachment: PUBLIC INPUT - Handout received from Laurie Kinslow regarding illegal marijuana grows in Royal Oaks (12189 : Handouts from

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

File No: 1004-1167688 **(DS)**
APN No: 017-030-070

STATE OF **California**)SS
COUNTY OF **MARIPOSA**)

On **April 20, 2004** before me, **Neil A. Stonum** personally appeared **George F. Heiss**

personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____

NEIL A. STONUM COMM. 1355564 NOTARY PUBLIC CALIFORNIA MARIPOSA COUNTY MY COMM. EXPIRES MAR 30, 2006

This area for official notarial seal.

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- [ ] INDIVIDUAL
- [x] CORPORATE OFFICER(S) **Authorized Signatory** TITLE(S)
- [ ] PARTNER(S) [ ] LIMITED [ ] GENERAL
- [ ] ATTORNEY-IN-FACT
- [ ] TRUSTEE(S)
- [ ] GUARDIAN/CONSERVATOR
- [x] OTHER **Member**

SIGNER IS REPRESENTING:

White Oak Ridge, Limited Liability Company
Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: **Declaration of Covenants Conditions and Restrictions**

NUMBER OF PAGES **16** DATE OF DOCUMENT **April 20, 2004**

SIGNER(S) OTHER THAN NAMED ABOVE **Bank of Madera County**

Reproduced by First American Title Insurance 1/2001

Attachment: PUBLIC INPUT - Handout received from Laurie Kinslow regarding illegal marijuana grows in Royal Oaks (12189 : Handouts from

2042289

SUBORDINATION

The undersigned, as holder of the beneficial interest in and under that certain Deed of Trust originally recorded on January 24, 2003, as Document No. 203-0516 and recorded on September 5, 2003, as Document No. 203-6372, in the Office of the Mariposa County Recorder, which Deed of Trust is by and between White Oak Ridge, LLC, as Trustor, First American Title Company, as Trustee, and Bank of Madera County, as Beneficiary, hereby expressly subordinates said Deed of Trust and its beneficial interest therein to the foregoing Declaration of Restrictions for Royal Oaks Subdivision.

Bank of Madera County by:

Scott A. Runtzel, AVP Loan Officer
02/17/04

(Attach Notary Acknowledgement)

14

Attachment: PUBLIC INPUT - Handout received from Laurie Kinslow regarding illegal marijuana grows in Royal Oaks (12189 : Handouts from

14

2042289

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Madera } ss.

On Feb. 17, 2004 (Date) before me, Linda M Bork Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Scott A. Rentzel (Name(s) of Signer(s))

☒ personally known to me
☐ 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.

WITNESS my hand and official seal.

Linda M Bork
Signature of Notary Public

LINDA M. BORK
Commission # 1321422
Notary Public - California
Madera County
My Comm. Expires Sep 20, 2005

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: SuBordination

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

15

Attachment: PUBLIC INPUT - Handout received from Laurie Kinslow regarding illegal marijuana grows in Royal Oaks (12189 : Handouts from

2042289

EXHIBIT A

DESCRIPTION OF PROPERTY SUBJECT TO DECLARATION

Lots 1 through 33, inclusive of Royal Oaks Estates as shown on the Map thereof filed April 2, 2004 as Map No. 2665, Mariposa County Records.

Attachment: PUBLIC INPUT - Handout received from Laurie Kinslow regarding illegal marijuana grows in Royal Oaks (12189 : Handouts from

16 END OF DOCUMENT

Attachment: PUBLIC INPUT - Handout received from Kathleen Bratt regarding illegal marijuana grows in Royal Oaks (12189 : Handouts from

BOARD OF SUPERVISORS Meeting September 15,2021

Public Comments Presentation

Kathleen Bratt kathybratt@earthlink.net

Home Owner: Royal Oaks Subdivision

4550 Royal Oaks Court , Mariposa,Ca 95338

Lot #4

Topic: Fire & Criminal Safety Concerns

- Concern about Illegal Marijuana Grows in Royal Oaks Subdivision
  - Exceeding Legal Limits of # of plants for medicinal useage (12 plants)
  - Exceeding Legal Limits of # of plants for recreational useage (6 plants)
  - Exceeding Legal limits of # plants (30 plants) on any parcel
- Concern about Fire Hazards with Illegal Marijuana Grows
- Concern about Toxic Chemical Use in illegal Marijuana Grows
- Concern about use of water for illegal marijuana grows
- Concern Lawlessness in illegal Marijuana Grows in subdivision. I am aware of grow activity in the past and have heard of current grows that have been reported to the Sheriffs department. There have been break ins and threatening behavior as well.

Request:

- Request Mariposa County Board of Supervisors to prepare
  - Strategic Plan to address concerns listed in Royal Oaks Subdivision
    - Sherriffs Department
    - Fire Department
    - Other departments specified by Supervisors

In Closing

I am a concerned property owner about Fire & Criminal Safety issues in the Royal Oaks Subdivision. As stated,there has been suspicious activity , break-ins,and threatening behavior. I request this addressed now so to correct this fire & criminal safety situation.

Thank you.

OAKHURST PHYSICAL THERAPY, Inc.
39930 Sierra Way, Suite A
Oakhurst, CA 93644
PH (559) 683-0974 FAX (559) 683-0973

Tony McLean, PT, DPT
Lori McLean, PT, DPT

MARIPOSA PHYSICAL THERAPY CENTER
5072 Bullion Street
Mariposa, CA 95338
PH (209) 742-7272 FAX (209) 742-7368

Tony McLean, PT, DPT
Lori McLean, PT, DPT

MARIPOSA COUNTY BOARD OF SUPERVISORS MEETING OF September 15, 2021

Good morning; I am Dr. Tony McLean, Physical Therapist Doctor of Physical Therapy. With my wife, Dr. Lori McLean, we own Oakhurst and Mariposa Physical Therapy Center. You might say I got my start in physical therapy because of a Little League Coach. That story is for another time.

I went on to serve in the US Army in physical therapy. Then upon returning to civilian life, I obtained my Physical Therapy degree from Cal State University Fresno. Working at Valley Medical Center, Fresno County Hospital- where I met my future bride to be.

We opened Fresno Physical Therapy followed by Oakhurst Physical Therapy. I have served my mountain community in Rotary International and Club President in 2008.

You will find me on the sports sidelines for Yosemite High School. I have been a Scout Master for Boy Scouts where I assisted my two sons to the rank of Eagle Scout.

My passion for serving in small communities like this goes back to the individuals who make up the community. When Mariposa Physical Therapy closed in April of this year, many patients drove the miles to seek care in a timely manner. Typical drive may cost the avg citizen $20/day. MPTC is projected to see more than 5000 visits a year which is an annual savings in fuel of more than $100,000.00. This does not take into the consideration of the drive time and time away from school or work.

Those citizens have appreciated the expertise and education regarding their physical challenges.

When approached by JCF Healthcare District CEO, Matthew Matthiessen; it was at the request of the only physical therapist who would remain in the county, Jerimiah Beery, who encouraged Lori and I to open a practice in this beautiful county. Jerimiah is a wonderful physical therapist who trained under us many years ago. The number of patients from Mariposa County and Yosemite National Park cannot receive care with only one physical therapist. We are looking forward to serving this small community and building up Mariposa Physical Therapy Center with two additional skilled Doctors of Physical Therapy.

I look forward to getting to know each and everyone of you.

Please reach out to me in the next few days to get to know me and learn of our vision for healthcare in a rural setting.

Attachment: PUBLIC INPUT - Handout received from Tony McLean, the new physical therapist for JCF Healthcare District (12189 : Handouts

MARIPOSA COUNTY

Planning · 209-966-5151

ORDINANCE 2021-1165

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: General Plan Zoning Amednment No. 2020-054

RECOMMENDED ACTION AND JUSTIFICATION:

Waive the Second Reading and adopt an Ordinance Amending the Mariposa County Zoning Map for a 0.52 Acre Parcel, Assessor Parcel Numbers APN 013-020-034 and APN 013-020-036, from the Multi-Family Residential Zone to the Professional Office Zone Pursuant to General Plan/Area Plan/Zoning Amendment No. 2020-054; M.A.C.T. Health Board, Inc., Applicant. Project Site is located at 5204 Hospital Road, Mariposa, CA.

The Action is the Planning Commission's recommendation.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

8/24/2021: Ordinance was introduced.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action will stop the project.

ATTACHMENTS:
BOS SR MACT (PDF)
Draft Ordinance (PDF)
GPZA 2020-054 Summary Ordinance (PDF)

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

REF ID# 12074

MARIPOSA PLANNING STAFF REPORT

From: Sarah Williams, Planning Director

Prepared By: Steve Engfer, Senior Planner

Board of Supervisors Meeting Date: August 24, 2021

PROJECT: **General Plan/Area Plan/Zoning Amendment (GPZA) No. 2020-054, Parcel Merger No. 2020-055, and Design Review (DR) No. 2020-056.**

APPLICANT: M.A.C.T. Health Board, Inc.

LOCATION: The project is located at 5204 Hospital Road and 5192 Hospital Road in the community of Mariposa.

DISTRICT: District 4: Supervisor, Wayne Forsythe; Planning Commissioner, John McCamman

NOTICING: Gazette Ad: August 12, 2021
Mailed Notice: August 4, 2021
Posted Notice: August 4, 2021

COMMISSION ACTION: **The Planning Commission recommends that the Board of Supervisors:**

1) Adopt a resolution approving General Plan/Area Plan/Zoning Amendment (GPZA) No. 2020-054, Parcel Merger (PM) No. 2020-055, and Design Review (DR) No. 2020-056 with findings and conditions, including the finding that the project is exempt from environmental review, with the land use change and Design Review approval effective on the effective date of the zone change, and

2) **Adopt an ordinance amending the Zoning from Multi-Family Residential to Professional Office on APNs 013-020-034 and 013-020-036 pursuant to GPZA No. 2020-054.**

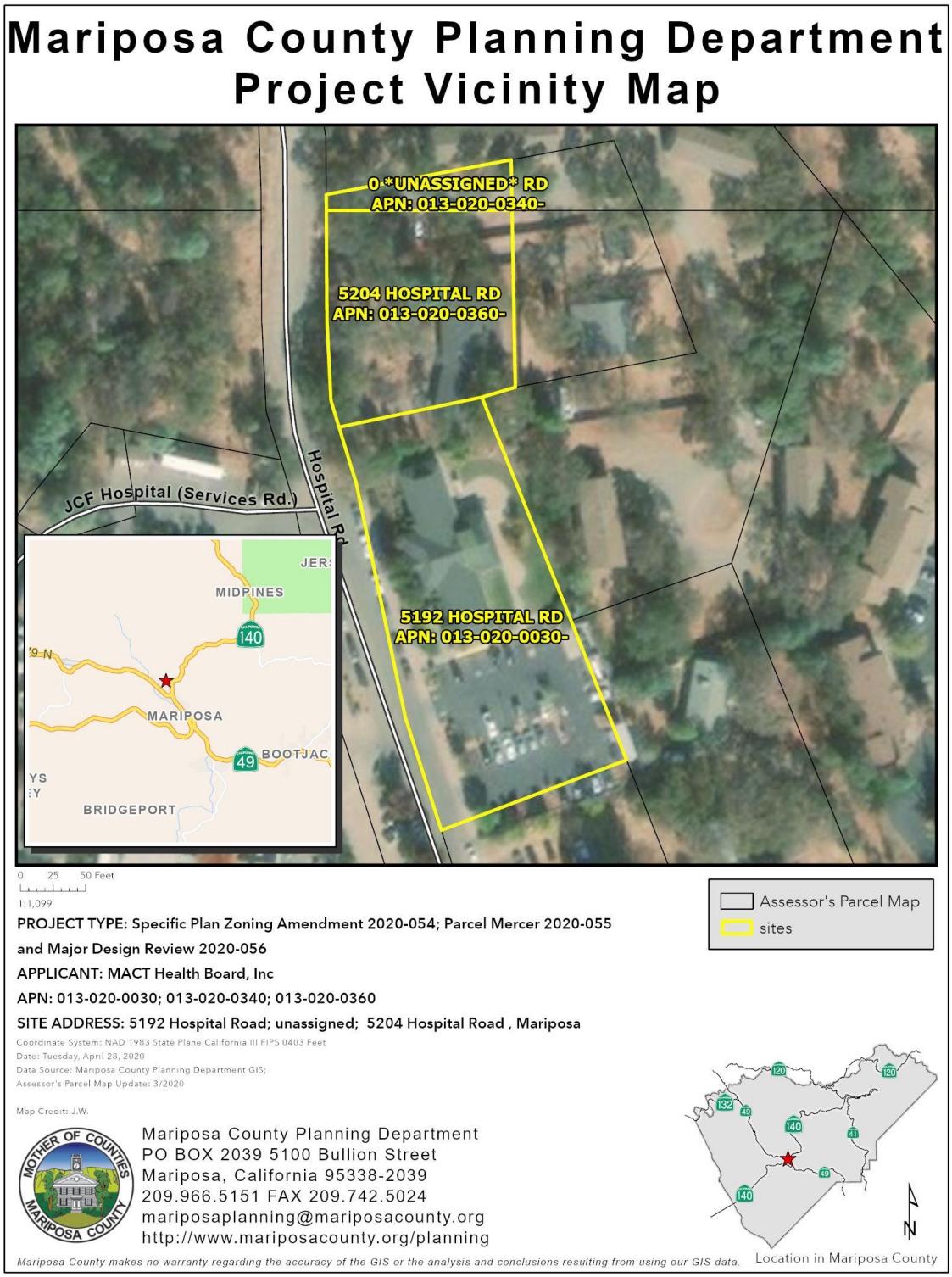
3) Accept the improved segment of Hospital Road fronting the project site into the county-maintained road system. This item will be brought to the Board of Supervisors at a later date, by the Public Works Department.

STAFF SUMMARY ANALYSIS:

The project site is located just to the north of John C. Fremont Hospital and adjacent to the MACT Health Clinic. The project involves three parcels: Assessor's Parcel Numbers (APNs) 013-020-0030, 0340, and 0360. (The latter two APNs are one legal parcel but are separated for tax assessment purposes.) The current zoning on APNs 0340/0360 is Multi-Family Residential within the Mariposa Town Planning Area Town Plan. The applicant proposes to change the zoning and land use designation on this 0.52-acre area to Professional Office to allow the dental office use and construction of a 4,885 sq. ft. dental office building. This parcel currently contains a 2,917 sq. ft. residence that will be removed to construct the dental office building. APN 013-020-0030 (5192 Hospital Rd.) is currently 1.03 acres in size and contains the existing 4,775 square foot Indian health clinic. The parcel merger will merge the parcels into one parcel of 1.55± acres in size. The proposed dental office building would then be located on the same parcel as the existing MACT Health Clinic after the parcel merger. Construction of the new 4,885 square foot dental office building is subject to all applicable design review standards contained in the zoning standards for the Mariposa Town Planning Area.

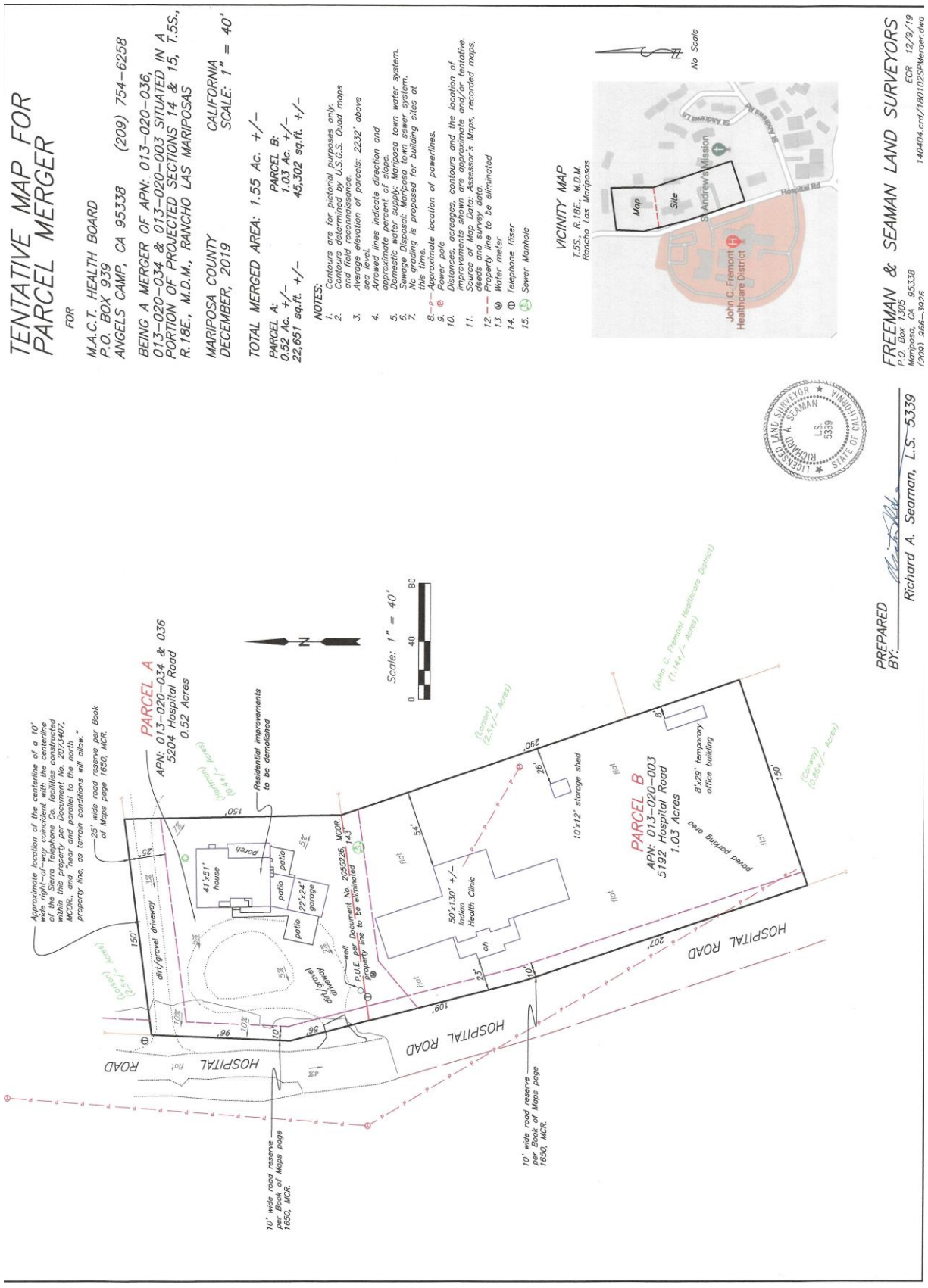
Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Figure 1- Vicinity Map



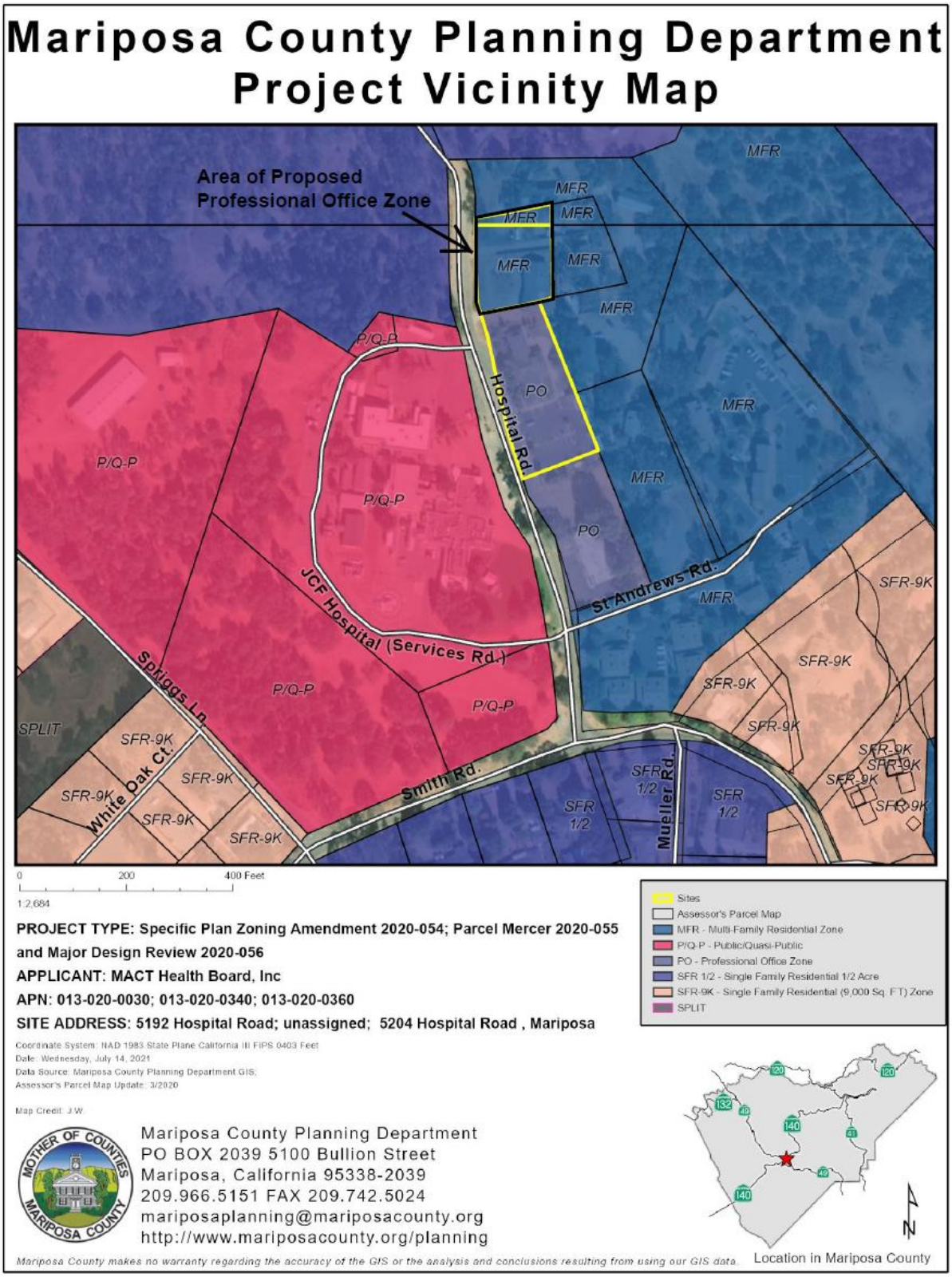
Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Figure 2 - Parcel Merger Map



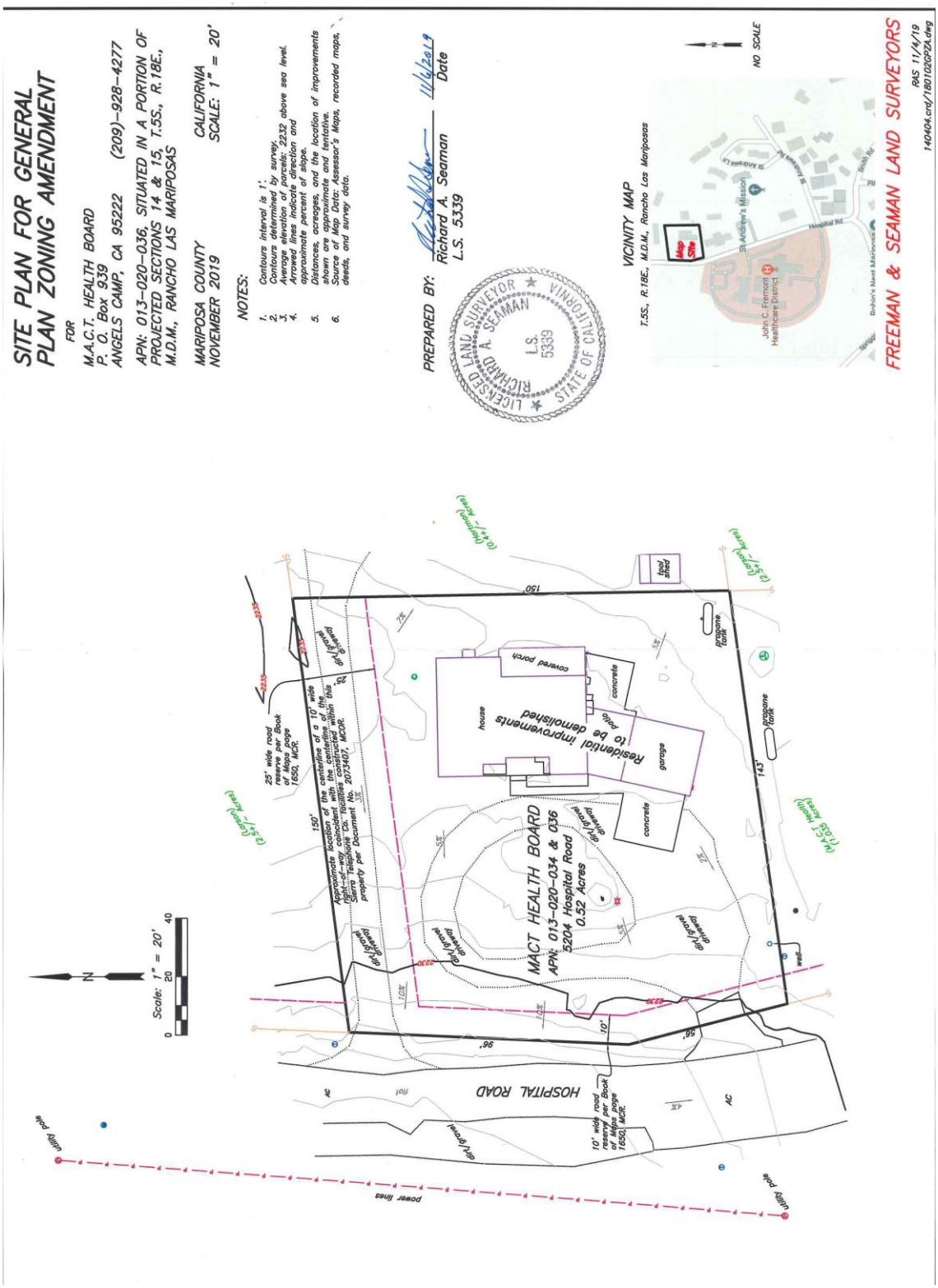
Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Figure 2- Zoning Vicinity Map



Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Figure 3- General Plan/Zoning Amendment Map



Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Description of Project

There are three components to the project: an amendment to the land use and zoning map for the Mariposa Town Planning Area Specific Plan, a parcel merger, and a design review for the entirety of the project. The Mariposa Town Planning Area (TPA) Town Plan is a component of Volume II of the Mariposa County General Plan; therefore, a general plan amendment is required to be processed for the project. As noted, the project involves three parcels; Assessor's Parcel Numbers are as follows:

013-020-034 (unassigned address)
013-020-036 (5204 Hospital Road)
013-020-003 (5192 Hospital Road)

General Plan/Area Plan/Zoning Amendment No. 2020-054 involves the following:

Change in the land use and zoning designation for two parcels, APNs 013-020-034 and 013-030-036 from Multi-Family residential to Professional Office in order to construct a dental office building on the site. It is currently zoned Multi-Family Residential. ***(See Figures 2 and 3 for current/proposed zoning and land use.)***

Parcel Merger No. 2020-055

The project proposes to merge three (3) APNs (2 legal parcels) owned by the same party, pending approval of the proposed GPZA. Parcel A of the merger is 0.52 acre (22,651 square feet and involves two APNs (separate APNs are for tax assessment purposes only) and Parcel B is 1.03 acre (44,866 square feet). Both parcels exceed the minimum parcel size of 9,000 square feet for the Professional Office Zoning. The combination of the two (2) parcels will also result in a single parcel that exceeds the minimum parcel size of 9,000 square feet for the Professional Office Zone. Both Parcel A and Parcel B front Hospital Road and have access via Hospital Road. (Any changes to encroachments will require Public Works approval as part of the Design Review). The proposed parcel configuration and site layout (DR 2020-056) conform to setback requirements for the proposed Professional Office Zone. Both parcels were conforming with regards to the 4:1 lot length to width ratio and will remain conforming after the parcel merger.

Design Review No. 2020-056

The project is in the Design Review Overlay District and subject to the design review standards contained in the Mariposa Town Planning Area Town Plan. Chapter 17.66 of Title 17 describes the purpose of the design review overlay district as the following:

> *The Design Review Overlay zone is an overlay district which is intended to be combined with any other district in which it is determined desirable to protect the overall appearance of the district by regulating the design of new structures and changes in the appearance of existing structures. The purpose of this district is to ensure that proposed buildings, structures, signs, and landscaping and modifications to buildings, structures, signs, and landscaping within these areas are in harmony with the surrounding areas. The intent of the zone is to enhance tourism and to stabilize and increase property values. This district may be applied to areas containing public or private buildings and lands exhibiting unique architectural themes and/or scenic beauty.*

The existing MACT Health Clinic medical building underwent design review when it was originally constructed. The proposed new 4,885 sq. ft. dental office building is subject to design review standards. The project will take access from Hospital Road. Water and sewer service to the entirety of the project will be provided by the Mariposa Public Utility District. Sufficient water for domestic and firefighting purposes will be required.

(Attachment A - Project Plans)

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Comprehensive design review standards that will apply to this project are found in Section 17.336.060 – *Architectural theme and development guidelines for the design review overlay zone* of Title 17. They are included under the general headings of:

- ***Site Development Standards*** (minimization of grading; maximum building area for development; desirable and appropriate transition from street to building; preservation of unique natural features; potential clustering of buildings; active and passive solar; establishing Mariposa Creek as open space; and undergrounding of utilities)
- ***Building Design Standards*** (diversity of architectural styles commensurate to what is appropriate in Mariposa; incorporation of functional elements of the historic buildings of the region; appropriate scale; design and character of buildings should not conflict with adjoining development; avoidance of monotony in design involving multiple buildings; base colors; placement and screening of mechanical equipment)
- ***Landscaping Standards, including for parking areas*** (inclusion of existing and planned vegetation, fences, walls, pedestrian ways; screening of unsightly areas; use of landscaping for screening for mechanical and electrical equipment, service areas; landscaping shall not obstruct sightlines for safe vehicle and pedestrian circulation, and not interfere with public utilities; use of indigenous water conserving plants; incorporation of natural topographic and vegetative elements; landscaping for parking areas; perimeter landscaping; use of vegetation to direct pedestrians safely to their destinations; protecting vegetated areas using curbing, fencing or walls; size of vegetation at time of planting; and landscaping maintenance.)
- ***Sign Standards*** (integration into building design; constructed of natural materials; sign size; limitation on graphic elements; use of on-site directional signs; no extension above roofline of buildings; prohibition of off-site signs; and window signs.)

In order to approve a design review application for this project site it must be found that the project proposal conforms to the architectural theme and development guidelines established by the Board of Supervisors pursuant to Mariposa County Code and subsection 17.336.060 (Design Review Overlay).

In addition, the project is subject to all applicable standards contained in Chapter 17.336 – *Supplementary Development Standards*, of Title 17. This chapter includes standards for setbacks from property lines and streets, setbacks from drainage ways; building height standards; parking standards, and improvement standards.

The clinic will have a vestibule entryway which leads into a large circular waiting room. There will be eight (8) dental chairs, with two (2) hygienist chairs and six (6) operative chairs. There will also be three (3) office spaces with a reception room and other utility rooms, stations, and labs necessary for operation. An asphalt concrete parking lot consisting of seventeen (17) spaces will also be constructed to serve the clinic. Calculations for parking space consistency with the standards of the Mariposa Town Planning Area Town Plan are shown further in this report.

Design Review Submittal:

The project applicant has submitted plans that include exterior elevations for the proposed structure, landscaping and signage. The building materials consist of stucco walls in color matching the adjacent medical office building, standing seam metal roof panels green in color to compliment surrounding residential and medical office's green asphalt shingles and trims. The proposed theme is designed to accentuate architectural treatments and color scheme colors compatible with the vicinity and also carry a design in line with the MACT Health Board branding.

Proposed signage includes two matching monument signs, one for a replacement at the existing MACT Health Clinic and one for the new Dental Clinic. Both include rock base and color scheme designed to match existing MACT Health Clinic and proposed Dental Clinic color schemes.

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Project Background Data

Existing Zoning: The 0.52 acres proposed for rezone is currently zoned Multi-Family Residential within the Mariposa Town Plan Area Design Review Overlay Zone.

General Plan: Mariposa Town Planning Area.

Current Land Use: Single family residence.

Adjacent Property:

	Size (in acres)	Zoning	Use
North/East/Southeast	2.63	Multi-Family Res.	Apartments/residence
South	1.03	Professional Office	Medical clinic
Southwest	7.15	Public Quasi Public	Hospital
West/Northwest	44.12	SFR ½ acre	Vacant

Site Topography And Vegetation: The site that will contain the dental office building has grades of 2% to 10%. The area of proposed improvement generally has slopes of 5%. The existing house on the site will be removed during project implementation. Vegetation is consistent with adjacent properties.

Project Analysis

Agency Comments

Requests for comments were originally solicited for this project in May of 2020. The project underwent a revision and a second request for comments was sent to agencies in September of 2020. The project applicant further revised the project to address drainage and site configuration issues raised by agencies in February of 2021 and May of 2021.

Requests for comments were sent to the following agencies: Mariposa County Public Works, Mariposa County Environmental Health Unit, Mariposa County Fire Department, Mariposa County Assessor, Mariposa County Building Department, Mariposa County Sheriff, California Department of Fish and Wildlife, Mariposa County Resource Conservation District, Mariposa County Unified School District, CAL FIRE, Pacific Gas & Electric, Sierra Telephone, and the Mariposa Public Utility District. Notices as mandated by state Government Code were sent to Native American contacts for Mariposa County as maintained by the Native American Heritage Commission. That process is described further in this staff report.

Responses were received from the following agencies: Mariposa County Public Works, Sierra Telephone, and the Mariposa Public Utility District.

Public Works:
Public Works comments related to requirements to complete the parcel merger; the necessity to dedicate a public easement which encumbers the proposed sidewalk improvements and provision for public utilities; the creation of a road reserve within the existing 25-foot wide access to APN 013-020-35/037, which will also involve the creation of an easement for public utilities; and the necessity for the project plan to delineate easements and exceptions called out in the Parcel Map Guarantee (before proceeding, the impacts on existing rights must identified).

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Public Works also commented that the project fronts a portion of Hospital Road that is outside the county road maintenance system. That portion of road is also substandard for the type of use proposed. Hospital Road should be improved to a level to meet the demands of the project and existing uses. Since the project is a commercial project within the Mariposa TPA, street parking as frontage improvements must be considered.

Comments were addressed as the project applicant redesigned the project layout, including required frontage improvements. This was the result of site visits, survey work, and subsequent work between the County Engineer and the project applicant team.

The revised project plan set dated May 20, 2021 (Attachment A- Project Plans) address the comments as follows:

- Frontage improvement on Hospital Road. The proposed redesign includes extension of Hospital Road to meet County Road Improvement and Circulation Policy Requirements with a curb, gutter and sidewalk on the project frontage.
- Recommendation by Public Works for the frontage section to be included in County Maintained Road system.
- Draining improvements – on site drainage redesigned; road drainage being addressed through County Engineer Review of final project engineering prior to grading or building permit issuance.
- Access to offsite parcel is maintained.
- Parcel merger requirements to be met prior to building permit final.

Conditions of approval require final building design and plans be approved prior to the grading or building permit issuance to verify that all Public Works requirements are met.

Sierra Telephone:
Sierra Telephone commented that the company has no objections to the project as long as its rights, as granted on recorded easements, are not abridged.

MPUD:
MPUD provides public water, wastewater and fire protection services to the parcels. MPUD commented that it has an easement for public utility purposes on APN 013-020-003. Buildings or permanent improvements shall not be placed on the easement at any time. The parcels are within the MPUD Assessment District 94-1 (Saxon Creek). Payment of the unpaid portion of assessments for the three parcels identified in the parcel merger must be made prior to approval of the merger. MPUD also described its infrastructure located in the area and utility construction and connection requirements. The project proponent will be required to provide a fire flow analysis in compliance with California Fire Code requirements and mitigate any fire flow deficiencies, which may include structure modifications, public water main improvements and/or approved commercial fire sprinkler system. Fire hydrants will be required to be installed according to the MPUD's Fire Protection Ordinance. The District, in conjunction with the State Fire Marshal representative will make final determination of fire flow requirements. In its review of revised site plans submitted to the Planning office in early February, MPUD described the level of detail in drawings that will be required to be submitted to MPUD for review and approval in order for the facility to connect to the district's facilities. All MPUD requirements will be met through conditions of approval placed on the Design Review component of the project, including any need for future reapportionment. MPUD requirements will be met during the building permit stage of project implementation.

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Practical Concerns

Planning evaluated the project for the following issues:

Current Zoning Feasibility: The existing zoning on the project site would not allow the professional office development proposed. The rezone of property from the Multi-Family Residential zone to the Professional Office zone is necessary to implement the project.

Project Aesthetics

Design Review: The project site is located within the Design Review Overlay Zone, which applies to all properties within the Mariposa Town Planning Area (TPA). This overlay zone regulates the design of new structures and ensures that new structures and overall site design are "…in harmony with the surrounding properties and areas." As such, as part of the project, Design Review No. 2020-008 is also being reviewed. In order to process the project, the applicant has submitted proposed conceptual elevations and site plans. Conditions of approval are recommended as part of the Design Review to ensure compliance with the Design Review requirements. Design review and approval of final plans will occur at the Planning Director level. Details of the design review are included in the Required Development Standards section below.

Required Development Standards:

1. ***Setbacks:*** Commercial uses front yard setbacks shall be a minimum of thirty (30) feet from the centerline of a local street or ten (10) feet from the nearest point on the edge of a right-of-way boundary of a state highway. There are no mandatory side and rear yard setbacks. Appropriate setbacks shall be determined based upon design review considerations, circulation, and loading/unloading needs.

2. ***Building Height:*** Section 17.336.020 limits the height of buildings and structures to two (2) stories or thirty-five (35) feet as measured from the natural grade, whichever constitutes the greatest height. The site plan shows that the dental office structure will comply with this standard.

3. ***Parking Standards:*** The applicant proposes to merge the new dental clinic parcel with the adjacent existing medical facility parcel, also owned by MACT Health Board Inc. This merger will allow the applicant to utilize the existing parking as well as the proposed parking lot to accommodate both the existing medical facilities and the proposed dental clinic. Section 17.336.030 of Title 17 establishes parking standards for new developments depending on the type of use. Medical offices require one (1) parking space for each two hundred (200) square feet of gross floor area, except for floor area used exclusively for storage. Currently, the medical office building provides 37 parking spaces, which exceeds the required number of spaces of 24 by 13 spaces. The new dental office building is also required to provide 24 spaces (could be slightly less due to the existence of a storage room as shown on the building plans). Based upon total square footage of the two facilities, the total number of spaces that would be required at the medical/dental office complex is 48. The dental office will provide 17 spaces bringing the total number of spaces provided at the complex to 54, six more than is required.

   Parking Lot Shading
   The dental office building will be required to comply with parking lot shading requirements contained in Section 17.336.060. This code section mandates that 30% of the 17-space lot will be required to be shaded.

4. ***Design Review Overlay Theme and Guidelines:*** Section 17.336.060 establishes standards that apply to all commercial development. Based on the conceptual stage of some of the information, conditions of approval are included as part of the Design Review action to ensure compliance with all requirements.

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

These requirements include site development (grading), landscaping standards, parking lot shading requirements, and sign standards. The building design as shown on the example photographs generally meets the guidelines for building design standards. A condition of approval will require that selected colors for the buildings comply with the standard that the base color buildings should be light colors in warm tones. Trim may be brighter or darker. All mechanical equipment will need to be screened.

5. Declarations, Covenants and Restrictions
Mariposa County does not have any authority to enforce covenants, conditions and restrictions, or similarly worded regulations, that govern the development of private property. They are enforced by the owners of properties covered under such agreements. However, it should be noted that the 0.52-acre property at 5204 Hospital Road, the property proposed for rezone, is governed by Declarations, Covenants and Restrictions (DC&Rs), according to the title report prepared for the property. The DC&Rs were created as part of a grant deed for the property recorded on May 17, 1968, and the regulations involved other properties.

Among the series of DC&Rs listed in the grant deed for the parcel there was a prohibition on any non-residential development. Commercial enterprises were specifically prohibited at that time.

The DC&R's were subsequently amended, to allow the professional office uses for the subject property and the adjacent property on which the existing medical office is located, that is also governed by the same declarations, covenants and restrictions.

While the DC&Rs are not part of the review and consideration of this project by the Planning Commission and Board of Supervisors, staff included this information as background.

Access/Road Improvements/Road Maintenance:
Access Road Improvements: The new dental clinic is estimated to generate approximately 120 ADT based on the 25 ADT/1,000 square foot of office space defined in the County's Road Improvement and Circulation Policy (RICP) and therefore meets the requirements for additional improvements as required by Section17.336.050. The RICP defines frontage improvements as:

"These are improvements made along existing roads within a project parcel or where any property line is shared with a road, such as a County Road."

For this specific project, the only portion with County Road frontage is the western property line along Hospital Road. The project is proposing to take access from Hospital Road. Therefore, frontage improvements will be required. An analysis was performed using historic traffic counts from the intersection of Hospital Road and Smith Road, averaging 1,350 ADT and the estimates of additional traffic generated by the project (120 ADT as described above). The total estimated 1,470 ADTs would require a Town Class IV road, which is a paved, 24-foot wide road with parking on both sides and curb and gutter on one side. The Public Works department has informed the Planning Department that they could support a waiver of the installation of parking on both sides of the road.

Public Works recommends that the project Hospital Road extension (along site frontage) be taken into the County Maintained Road system upon meeting the County requirements. The Planning Commission also recommends that the Board accept the segment into the county system for maintenance. (Attachment D- PC Resolution 2021-013). This action will be brought to the Board at a later date, by the Public Works Department.

Utilities: This property is located within the Mariposa Public Utility District (MPUD) and is required to connect to the District's water and sewer service. These connections will be required to meet MPUD standards and specifications. All other utilities such as, electrical and telephone, are required to be undergrounded within

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

the project site. A condition of approval will require that all utilities be undergrounded as required by County code.

There is an existing easement for public utility purposes located on APN 013-020-003, the parcel on which the existing medical office is located, and MPUD requires that no buildings or permanent improvements be placed on the easement at any time. Final site design plans require MPUD approval prior to building or grading permit issuance to ensure the requirement is met.

On-Site Drainage:
The redesign of the project addressed Public Works initial concerns relating to the originally proposed stormwater retention basin and site drainage. Final plan verification by County Engineer will occur at time of grading and/or building permit review.

Use Standards:

1. ***General Plan Compatibility:*** The project site is located within the Mariposa Town Plan area and is currently in the Multi-Family Residential land use designation of the Mariposa Town Planning Area Specific Plan. The project proposes to change the land use designation on APNs 013-020-034 and 036 (0.52 acres after merger) to Professional Office to allow for the construction of the dental office building. The Mariposa Town Planning Area Specific Plan is part of Volume II of the General Plan.

2. ***Current Zoning Feasibility:*** Current zoning does not allow the intended professional office use proposed on the site. Therefore, the applicant has requested the Multi-Family Zoning on parcels 013-020-034 and 036 be rezoned to Professional Office to accommodate the dental office building.

3. ***Proposed Zoning Feasibility:***

   Per County Code Section 17.318.010 – Professional Office (PO) Zone:

   > This zoning classification is designed to provide areas for the development of business and professional office uses with related business and institutional uses to the exclusion of retail business in general. It is intended that PO areas, and the uses therein, will be compatible and convenient to residential areas and the general business area.

   Prior to development and building permit issuance the project must obtain approval of additional project detail information. Design Review conditions must be met prior to building permit issuance/completion.

   The Board of Supervisors must be able to make all findings required for a zoning amendment in order to approve the zoning amendment from Multi-Family Residential to Professional Office. In turn, the dental office cannot be considered without the zoning amendment.

Development Standards:

Constructability:

1. **Utilities:**
   This property is located within the Mariposa Public Utility District (MPUD) and is required to connect to the District's water and sewer service. These connections will be required to meet MPUD standards and specifications. All other utilities such as, electrical and telephone, are required to be undergrounded within the project site.

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

There are utility easements on the project site, including for MPUD, Sierra Telephone, and PG&E that will be required to be accommodated by project design or relocated.

2. **Fire Flow:**
   Fire flow will be required to meet the approval of MPUD and the state Fire Marshall.

3. **Grading and Drainage:**
   The project will be subject to all applicable grading standards contained in Appendix J of the California Building Code as adopted by the Board of Supervisors as well as standards contained in the Mariposa Town Planning Area Town Plan. The project applicant has submitted a grading plan for the project. Final plans will be reviewed by the County Engineer as a part of the grading and building permit process to ensure requirements are met.

Consistency with the Goals, Policies and Objectives of the 2019-2024 Housing Element

The density standard for multi-family residential uses in the Multi-Family Residential zone within the boundaries of the Mariposa Town Planning Area Specific Plan is 4,000 sq. ft. of land area for the first multi-family unit and 1,500 sq. ft. for each additional residential unit, exclusive of road easements. The Mariposa County 2019-2024 Housing Element, adopted in August of 2019 and certified by the State Housing and Community Development Department in October of 2019, uses a dwelling unit per acre density of 26 for the Multi-Family Residential zone in Mariposa. This means that the maximum density for the 0.52 acres that is proposed to be rezoned from Multi-Family Residential to Professional Office would be 13 units. It would be unlikely that any site would support that density due to the placement of parking lots, landscaping, common areas, walkways, etc. However, that is the maximum density. Table 8.4-2 – Land Suitable for Residential Development/Housing Unit Development Potential in the Housing Element uses a default density of 10 units per acre in the calculation of lands zoned for multi-family residential development for lower income households in the community of Mariposa, in accordance with State Government Code §65583.2(c)(3)(B). (The Housing Element states : "In addition, twenty percent (20%) of the developable acreage for sites zoned for Multi-Family Residential uses is assumed to be reserved for setbacks, landscaping, rights-of-way, off-street parking, etc. meaning net acreage was used to calculate assumed housing units.") Using the maximum density figure, the maximum multi-family residential development on the subject 0.52 acres would be 13 units as noted above; using a figure of 10 units per acre would yield a total of five (5) units. Table 8.4-2 of the Housing Element shows that there are 18 parcels zoned Multi-Family Residential in Mariposa that would yield 1,011 units, using the lower 10 units per acre default density figure. The project site is considered in these figures.

The Housing Element addresses Mariposa County's requirement to provide its share of the Regional Housing Needs Allocation (RHNA) as calculated by the State Housing Community Development Department. The Housing Element states that Mariposa County must accommodate 195 additional housing units countywide between December 31, 2018, and August 31, 2024, or 39 dwelling units per year. There is sufficient multi-family residential land available in the community of Mariposa to help meet the five-year RHNA mandate. The removal of 0.52 acres of multi-family residential land as proposed by this project, which would remove land that could accommodate five multi-family units, would not cause a failure by Mariposa County to meet its state mandate. Thirty-seven of the 195 state-mandated units must be for the moderate-income group and 81 must be for the above moderate-income group. The number of housing units the County must accommodate in the moderate to above moderate groups is 118 over the next five years. Although the project proposes removing 0.52 acres of land from the Multi-Family Residential zone, the overall effect on the County's ability to meet its RHNA obligation is not significant.

It should be noted that Mariposa County approved the Creekside Terrace project in 2019. This project, proposed for the community of Mariposa, will provide 42 low-income apartments. Construction of the project

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

has commenced. The County approved the Brown Bear project in 2020. This project would provide 96 apartments for the workforce sector. Ninety-six apartments would supply 81% of the required RHNA five-year mandate for the moderate to above moderate-income groups.

The removal of 0.52 acres from the Multi-Family Residential zone would not have a significant impact on the County's ability to meet its RHNA requirements.

Environmental Review

The project site and general area has been developed with single- and multi-family residential uses; professional office uses and public quasi-public uses (JCF Hospital). The 0.52-acre area proposed for rezone has been significantly disturbed by the development of a single-family residence. The project will be subject to all existing requirements relating to grading, drainage, construction, access, and improvements. The demolition of the existing residence and the construction of the dental office building will be subject to all existing permitting requirements. Based upon these factors, it can be determined that this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) – common sense exemption – (there is no possibility the activity in question may have a significant effect on the environment), CEQA Guidelines. Recommended project findings include an environmental finding.

Native American Consultation:

Since this project is a General Plan and Specific Plan amendment the County was required to provide opportunity for Native American tribes on the Mariposa County contact list to request a consultation on the project. The tribe contact list is maintained by the state Native American Heritage Commission.

In accordance with the process mandated by state Government Code Section 64352.3, Planning staff mailed certified letters, dated May 8, 2020, to the County's prescribed Native American contacts notifying them that they had the requisite time as mandated by State law (90 days) to request a consultation on the project. The consultation request period ended on August 6, 2020. None of the three tribes that were sent notifications requested a consultation. The Southern Sierra Miwuk Nation commented that the tribe had no concerns regarding zoning issues and that they would like to see the project expedited.

Attachment A - Project Plans
Attachment B - Draft BOS Resolution
Attachment C - Proposed Notice of Exemption
Attachment D – Planning Commission Resolution 2021-013

Recommended Project Findings

Are as shown in the Draft Board Resolution

Recommended Project Conditions

Are as shown in Draft Board Resolution

Attachment: BOS SR MACT (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

DRAFT

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

MARIPOSA COUNTY ORDINANCE NO.
(Not to be codified)

AN ORDINANCE AMENDING THE MARIPOSA COUNTY ZONING MAP

WHEREAS, a proposal to amend the General Plan/Area Plan land use classification and zoning designation on Assessor's Parcel Numbers (APNs) 013-020-034 and 013-020-036 (0.52 acres, 5204 Hospital Rd., Mariposa, CA) was submitted by M.A.C.T. Health Board, Inc. on the 27th day of April 2020; and

WHEREAS, the application is known as General Plan/Area Plan/Zoning Amendment (GP/AP/ZA) No. 2020-054. The application proposes to rezone the 0.52 acres described above from the Multi-Family Residential (MFR) Zone to the Professional Office (PO) Zone. The GP/AP/ZA is processed concurrently with Design Review and Parcel Merger Applications; and

WHEREAS, the Planning Commission held a duly noticed public hearing on the project on the 23rd day of July 2021 and the Board of Supervisors held a duly noticed public hearing on the project on the 24th day of August 2021, in accordance with State Law and County Code; and

WHEREAS, a Notice of Exemption has been filed for the project pursuant to the California Environmental Quality Act (CEQA); the project is exempt from environmental review.

NOW THEREFORE, the Board of Supervisors of the County of Mariposa ordains as follows:

Section I: Amend the zoning designation of APNs 013-020-034 and 013-020-036 as shown in Exhibit A and as legally described in Exhibit B from the Multi-Family Residential zone to the Professional Office zone.

Section II: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

PASSED AND ADOPTED on this _____ day of September 2021 by the following vote.

AYES:
NOES:
ABSTAINED:
EXCUSED:

_____
Marshall Long, Board Chair

ATTEST:

_____
René LaRoche, Clerk of the Board

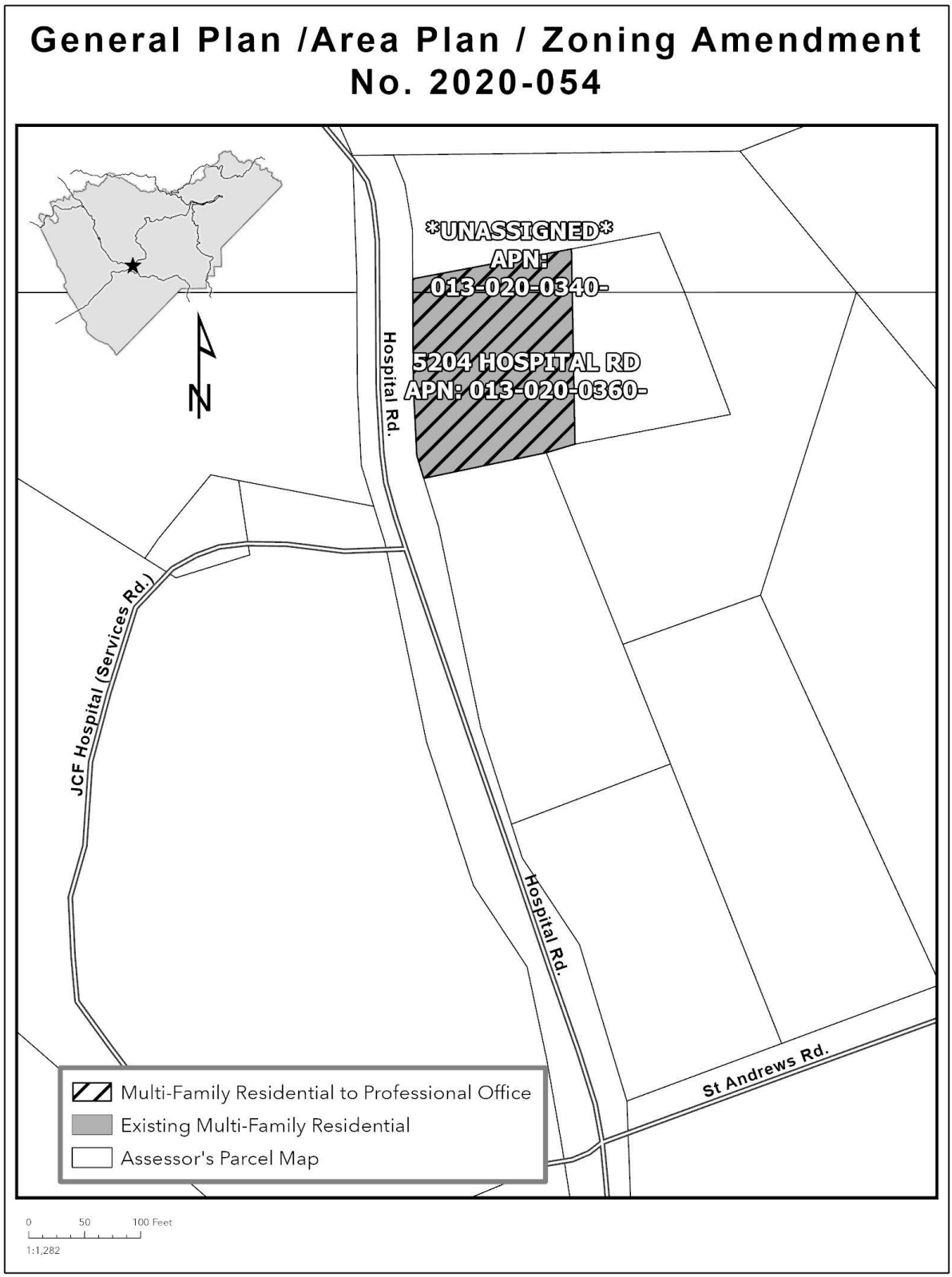
APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Draft Ordinance (2021-ORD-1165 : General Plan Zoning Amedment No. 2020-054)

Exhibit A

Area to be rezoned from the Multi-Family Residential Zone to the Professional Office Zone
(APNs 013-020-034 and 013-020-036; 0.52 acres)



Attachment: Draft Ordinance (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

Exhibit B

PROPERTY DESCRIPTION

All that real property situated in the State of California, County of Mariposa and described as follows:

PARCEL 1:

THAT PORTION OF THE "HODGSON TRACT" IN SECTION 14 AND SECTION 15, TOWNSHIP 5 SOUTH, RANGE 18 EAST, M.D.B.&M., ACCORDING TO MAP NO. 1129, FILED JUNE 8, 1955 IN THE OFFICE OF THE COUNTY RECORDER, MARIPOSA COUNTY, CALIFORNIA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTER CORNER BETWEEN SAID SECTION 14 AND 15; THENCE N. 33° 51' E., 553.33 FEET TO CORNER NO. 1 OF SAID "HODGSON TRACT"; THENCE N. 35° 21' W. 683.70 FEET TO CORNER NO. 2 OF SAID "HODGSON TRACT"; THENCE N. 14° 28' W., 165.90 FEET TO CORNER NO. 3 OF SAID "HODGSON TRACT" AND THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING N. 02° 30' E., 96.0 FEET; THENCE N. 82° 30' E., 150.0 FEET; THENCE S. 01° 02' E., 150.0 FEET; THENCE S. 82° 03' 30" W., 143.0 FEET; THENCE N. 14° 28' W., 56.0 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL IS FURTHER DELINEATED ON RECORD OF SURVEY MAP FOR THOMAS COAKLEY, FILED APRIL 16, 1969 AS MAP NO. 1650, MARIPOSA COUNTY RECORDS.

Attachment: Draft Ordinance (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

MARIPOSA COUNTY BOARD OF SUPERVISORS
SUMMARY OF PROPOSED ORDINANCE AMENDING THE COUNTY ZONING MAP

Notice is hereby given that on **Tuesday, September 15, 2021 at 9:00 a.m.** or as soon thereafter as possible, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of an ordinance amending the Mariposa County Zoning Map as follows:

Section I: Change the zoning of APN 013-020-034 and 013-020-036 from the Multi-Family Residential (MFR) zone to the Professional Office (PO) zone.

Section II: This ordinance shall become effective thirty (30) days after final passage pursuant to Government Code Section 25123.

A certified copy of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California, and is available for public inspection and copying in that office in accordance with the California Public Records Act, Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1.

René LaRoche
Clerk of the Board

Attachment: GPZA 2020-054 Summary Ordinance (2021-ORD-1165 : General Plan Zoning Amednment No. 2020-054)

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2021-518

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Mariposa Creek Parkway Trailhead

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Approving the Submittal of an Application for an Economic Development Administration (EDA) American Rescue Plan Act Grant for the Mariposa Creek Parkway Phase III Trailhead; Authorize the Board of Supervisors Chair to Sign a Letter of Support; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement, If Awarded (Subject to Approval as to Legal Form by County Counsel)

This grant from the American Rescue Plan Act Travel, Tourism, and Outdoor Recreation program would support the planning, preliminary design, and permitting work necessary to construct the Phase III Trailhead for the Mariposa Creek Parkway. The amount of the grant is $655,000, with the required 20% match coming from a combination of staff time and existing grant funding from the Wildlife Conservation Board (WCB) and Caltrans.

Located on the north side of Mariposa Creek near the intersection of Stroming Road and 8th Street, this site has been identified in the Mariposa Creek Parkway Master Plan as an ideal opportunity for trailhead functions and programs such as parking, bathrooms, public art, interpretive elements, soft paths, and/or performance and gathering places.

In 2020, this property was acquired by the County through a grant in partnership with the Sierra Foothills Conservancy for this express purpose. In 2021, the County received funding from both the Caltrans Active Transportation Program ($4.4M) and the Wildlife Conservation Board Riparian Restoration grant program ($415K) to advance elements of the master plan's vision for this site. Receiving funding from the EDA grant at this time would both leverage those existing investments, and provide for cost savings and efficiencies with the current and ongoing work on the site.

Note that the attached application materials are in draft form and will be completed before the application is submitted at the end of the month.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has taken many actions related to the Mariposa Creek Parkway project, including the Phase III segment. Among these, the most relevant to the current item

are:

RES-2020-32: Verify Acceptance of Mariposa Creek Parkway Properties with Restrictions

LTC-2020-3: Mariposa Creek Parkway Adoption

LTC-2020-15: Mariposa Creek Parkway ATP

RES-2021-17: Award Agreement to Sierra Foothills Conservancy for Mariposa Creek Parkway Restoration Project

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would result in the Planning Department having to pursue alternate funding sources to implement the Phase III trailhead project, potentially at a time where the efficiencies offered by the current work on the site will not be available.

FINANCIAL IMPACT:
There will be no financial impact, as matching funds come in the form of staff time and already-secured grant funding.

ATTACHMENTS:
210902 BOS_LOS (PDF)
210902 Resolution (PDF)
900GA_FLT (PDF)
424 (PDF)

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

September 15, 2021

US Department of Commerce, Seattle Regional Office
Maiea Sellers, Acting Regional Director
Jackson Federal Building
915 Second Avenue, Room 1890
Seattle, WA 98174-1001

Dear Ms. Sellers,

As chair of the Mariposa County Board of Supervisors, I am writing to offer our support for Mariposa County's application to the American Rescue Plan Act Travel, Tourism, and Outdoor Recreation grant program. This opportunity will significantly advance our community's efforts to establish Mariposa as a standalone destination through outdoor recreation amenities, supporting area economic vitality while meeting public health and creative placemaking objectives. I am excited to be involved in the project.

District IV contains both the town of Mariposa, which is county seat, a dense collection of local businesses and historic sites, and the length of the Mariposa Creek Parkway. For decades, the Board of Supervisors have heard from our constituents--and I have experienced myself--the central role that the Parkway can play in connecting both visitors and residents to the economic and cultural nodes in the downtown core. We are committed to expanding and broadening those connections. As a catalyst for economic development, healthy, active lifestyles, and as an arena for community enrichment, we view the Mariposa Creek Parkway as a legacy project for our rural community.

The Phase III Trailhead and Destination Park will have transformational community impacts, leveraging previous and ongoing investments in the project to link tourists and disadvantaged members of our community to Mariposa's economic and cultural core. And, it will function as a catalyst for future phases of the Mariposa Creek Parkway project, given that the Mariposa Creek Parkway Master Plan (Caltrans Sustainable Communities Grant FY 2018-2019) is completed. Implementing the plan's recommendations will be a bold step towards implementing the master plan's far-reaching vision for the corridor, and has the potential to forever change outdoor recreation use and related economic activity in our community.

This grant will tangibly and significantly advance a project that will be a service to District IV, Mariposa County and a million plus visitors who come to this town annually. It will result in a more diverse and resilient local economy, while continuing to make this project accessible to all Mariposans. We endorse the County's application, and am committed to participating in all phases of this project.

Sincerely,

Marshall Long
Mariposa County Board of Supervisors
Chairman of the Board

Attachment: 210902 BOS_LOS (RES-2021-518 : Mariposa Creek Parkway Trailhead)

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution No. 21-___

A RESOLUTION APPROVING SUBMITTAL OF AN APPLICATION FOR FUNDING FROM THE ECONOMIC DEVELOPMENT ADMINISTRATION'S AMERICAN RESCUE PLAN ACT GRANT FOR THE MARIPOSA CREEK PARKWAY PHASE III TRAILHEAD + DESTINATION PARK.

WHEREAS, the Mariposa County Local Transportation Commission (LTC) adopted a 2017 Regional Transportation Plan (RTP); and

WHEREAS, the 2017 RTP Goals 4 and 10 call for adequate, safe, and efficient non-motorized travel, and recognize that alternative mobility options require coordinated land use decisions and improved infrastructure within the County's more developed communities; and

WHEREAS, on January 28, 2020 the LTC adopted Resolution 2020-03, adopting the Mariposa Creek Parkway Master Plan ("the Plan"); and

WHEREAS, carrying out the steps necessary to develop and ultimately implement the vision expressed in the Plan will result in a significant active infrastructure investment, strategically extending the existing Mariposa Creek Parkway resource and serving as a vital link for residents and visitors to cultural and economic nodes in the community; and

WHEREAS, implementing the Mariposa Creek Parkway will be a powerful catalyst for realizing the vision that will be expressed in that plan.

NOW, THEREFORE, BE IT RESOLVED the Board of Supervisors hereby approves applying for an Economic Development Administration (EDA) American Rescue Plan Act Grant for the Mariposa Creek Parkway Phase III Trailhead.

BE IT FURTHER RESOLVED that the Board of Supervisors authorizes the Board chair to sign a letter of support and the grant agreement, if awarded (subject to approval as to legal form by County Counsel); and authorize the Planning Director to sign the grant application.

Attachment: 210902 Resolution (RES-2021-518 : Mariposa Creek Parkway Trailhead)

ON MOTION BY Supervisor _____, seconded by Supervisor _____, this resolution is duly passed and adopted this 15th day of September, 2021 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____
Marshall Long, Chairman
Board of Supervisors

ATTEST:

_____
René LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: 210902 Resolution (RES-2021-518 : Mariposa Creek Parkway Trailhead)

GRANTS.GOV

WORKSPACE FORM

1-800-518-4726
SUPPORT@GRANTS.GOV

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline usi Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed for can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.g Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	EDA-2021-ARPATOURISM
Opportunity Title:	FY 2021 American Rescue Plan Act Travel, Tourism, and Outdoor Recreation Notice of Funding Opportunity
Opportunity Package ID:	PKG00268444
CFDA Number:	11.307
CFDA Description:	Economic Adjustment Assistance
Competition ID:	ARPA-TTOR-NC
Competition Title:	ARPA Tourism Non-Construction Application
Opening Date:	
Closing Date:	01/31/2022
Agency:	Economic Development Administration
Contact Information:	www.eda.gov/contact

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS00775229
Application Filing Name:	Mariposa Creek Parkway Trailhead + Destination Park
DUNS:	0718596070000
Organization:	COUNTY OF MARIPOSA
Form Name:	ED-900 General Application for EDA Programs
Form Version:	1.1
Requirement:	Mandatory
Download Date/Time:	Sep 02, 2021 10:49:45 AM EDT
Form State:	

FORM ACTIONS:

CHECK FOR ERRORS | SAVE | PRINT

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

OMB Number: 0610-00
Expiration Date: 11/30/2021

ED-900 – General Application for EDA Programs

A. Applicant Information

A.1. EDA Application Identifier (if available):

A.2. Please identify all applicants for this project:

	Name	SAM.gov CAGE Code	SAM.gov Registration Expiration Date	Fiscal Year End Date (mm/dd)
	Lead Applicant	County of Mariposa	1X4D9	02/08/2022	06/31
X	Co-Applicant 1				

Add Co-Applicant

B. Project Information

B.1. Provide a geographical definition of the region to be served by the investment (project), including the specific geographic location of the project within the region.

The project is located in the town of Mariposa, near the intersection of 8th Street and Stroming Road on the north side of Mariposa Creek. Town is the county seat and largest community in rural Mariposa County, a member of the Central Sierra Economic Development District. Both the county and town of Mariposa are primary gateways for Yosemite National Park, resulting in a heavy reliance on tourism for economic prosperity. This dependence leads to annual instability as park visitation fluctuates seasonally, and increasing unreliability as natural disasters (especially fires) and the COVID pandemic undermine park operations. According to the ACS 5-year Estimates, the county has a high poverty rate (15.1%), low per capita income ($28,757), and low median household income ($48,820). Additionally, according to the Bureau of Labor Statistics, the county suffers from high unemployment, with significant seasonal fluctuations (7.1% in July 2021, down from 20.4% in April 2021 at the end of the shoulder season),
The site is currently zoned for General Commercial (GC). In 2020, the site was acquired by the County and its partners through a grant ($750,000) from the California Natural Resources Agency to restore and provide access to the Phase III segment of the Mariposa Creek Parkway. Since that time, the project has received funding from WCB's Riparian Restoration grant program ($415,000) to restore the surrounding area and from the Caltrans Active Transportation Program (ATP). The ATP grant ($4.6M) is funding a pedestrian connection to the site from downtown Mariposa's existing pedestrian network.

B.2. Describe and outline the scope of work for the proposed EDA investment, including a list of tasks to be undertaken.

This grant will support the development of a destination park and trailhead

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

for the Mariposa Creek Parkway, a central public space and active transportation/recreation corridor in the town of Mariposa. The project builds on preliminary concepts developed during the Mariposa Creek Parkway Master Plan (2020), producing 20% design drawings, environmental compliance, and permitting deliverables needed to construct the trailhead. Initial project tasks include engaging with key stakeholders to ensure that the aesthetic and functional components of the trailhead align with community's preferences and expectations for the project. The 2020 Master Plan provides clear guidance for the materiality and form of Parkway amenities, so it will be critical for the design and engineering to accurately honor and effectively build upon the aesthetic and functional vision expressed in the plan. This includes the input and direction from the downtown business community—especially hotels, restaurants, and retail uses—who anticipate that the Parkway and its trailhead will catalyze a vibrant downtown business environment for both visitors and locals.

The consultant team will be responsible for producing 20% design documents, which will include general conditions, civil engineering, lighting and electrical, landscape architecture, and other sheets as needed. The set will include both plan view drawings, as well as construction details and sections/section elevations as needed. These drawings will be necessary to complete the project's environmental review and permitting, which includes assessments of the project area's cultural, archaeological, and biological resources, CEQA review and approvals from the California Department of Fish and Wildlife. The Mariposa County Planning Department would both be the lead agency for CEQA, and spearhead the development review process to ensure coordination between the County departments. Significantly, many of the CEQA tasks for the trailhead overlap with CEQA and other compliance work underway through related grant funding from the Wildlife Conservation Board and Caltrans. The planning and permitting components of this current effort are funded through state resources that constitute a significant cost share for the proposed project.

20% design drawings are also essential for the development of a granular construction cost estimate, a task which is also included in the proposed scope of work. This estimate is needed to guide future efforts to secure funding to execute the shovel-ready project for implementing the completed planning project. In addition to establishing the project's future funding needs, these deliverables will themselves be powerful and convincing tools to secure competitive grant funds to speedily construct the trailhead in coordination with the other WCB- and Caltrans-funded project elements.

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

B.3. Economic development needs

B.3.a. Does the region in which the project will be located have a Comprehensive Economic Development Strategy (CEDS)?

☒ Yes If Yes, what is the source?

The Central Sierra Economic Development District has a CEDS, and Mariposa County also has a local Economic Vitality Strategy.

☐ No If No, then please check one:

☐ B.3.a.i. An alternate strategic planning document that governs this investment is attached.

Add Attachment | Delete Attachment | View Attachment

☐ B.3.a.ii. This investment is to develop a "strategy grant" to develop, update or refine a CEDS.

☐ N/A – Not Applicable

B.3.b. Describe the economic conditions of your region. Define the economic development need to be addressed by the proposed EDA investment and explain how the proposed investment will address that need.

While Mariposa County has a variety of businesses spread across many industries, a single industry—tourism—dominates the local economy. The region's abundant public land (highlighted by Sierra and Stanislaus National Forests and Yosemite National Park) and easy access from population centers have entrenched visitation, especially for outdoor recreation, as the lifeblood for economic vitality. This dependency can be felt throughout the regional economy. Tourists represent a huge market for local businesses, including bars, restaurants, and retailers, nearly none of which can thrive (or even survive) solely on local spending. As a result, the accommodations and food service sectors employ 32% of the county's residents. In addition to the revenue collected from tourist spending at local businesses, Mariposa County levies a 12% transient occupancy tax on users of lodging accommodations, including short-term rentals. Revenue from this tax is both significant, comprising 53% of the county's general revenue sources, and crucial, supporting basic needs like roads and law enforcement.

Prior to the pandemic, this reliance on outdoor recreation and tourism had drawbacks. The county's outdoor recreation resources are primarily located at higher elevations, where access is only attractive or available seasonally. Consequently, our community has long faced seasonal economic fluctuations, including significant unemployment during the off-season months from November-April. Moreover, the county's reliance on federally managed public lands as an outdoor recreation driver has left the county keenly vulnerable to the impacts of climate change. This constitutes a special need that, in addition to a high unemployment rate and low per capita income, supports the county's eligibility for this grant. As climate change impacts—like catastrophic wildfire, smoke, and even hazards like toxic algal blooms precipitated by water scarcity—have forced federal land managers to restrict access to the county's public lands, the local economy has stagnated and lagged.

The pandemic underscored the limitations of Mariposa County's economic reliance on visitation for outdoor recreation on federal public lands. Coupled with factors like a reticence to travel amidst the pandemic, public land closures and service decreases have extended the county's typically

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

seasonal economic downturns into an 18-month stagnation period that has severely depressed the local economy. In the absence of outdoor recreation services and attractions outside of federally managed public land, the county's unbalanced economy has struggled to be resilient to systemic shocks.

Recently, both regional and local economic development planning initiatives have stressed the importance of establishing Mariposa County as a year-round destination for tourists, especially those seeking outdoor recreation. These planning efforts, including the Mariposa County Economic Vitality Strategy, identify the Mariposa Creek Parkway as an ideal opportunity for meeting that need, providing an outdoor recreation amenity "below the snow" of the Sierras but "above the fog" of the Bay area. More specific community visioning projects like the Mariposa Creek Parkway Master Plan Recreation and Resiliency Plan, and the Creative Placemaking Strategy synthesize community input to further develop the project's impact, and sketch out a vision for how the Phase III Trailhead and Park can promote a vibrant, engaging urban environment that supports the local economy through increased and enhanced tourism, especially for outdoor recreation.

The proposed project would significantly advance implementation of this community-supported initiative to make Mariposa County a year-round destination for outdoor recreation and tourism. By advancing the Mariposa Creek Parkway Phase III trailhead, this grant would leverage significant investment in a strategic outdoor recreation and vitality project, and promote a resilient tourism economy.

B.4. Applicant's capability

Briefly describe the applicant's capability to administer, implement, and maintain the project.

Mariposa County has demonstrated significant capacity in administering and implementing grant funding to support transformative community building initiatives, including and especially with regards to the Mariposa Creek Parkway project. With support from the County Administration, Public Works, and Health and Human Services Agencies, the Planning Department is currently managing over $5M in public funding to implement various aspects of the community's vision for the Parkway, and has successfully managed and closed out over $2M in grant funds associated with the project over the past several years.

Additionally, since the Parkway is Mariposa County jurisdiction, the County has committed the Public Works Department (PWD) to its long-term maintenance and management. PWD currently manages and maintains 13 other county parks, and has devised streamlined protocols, mechanisms, and staffing strategies to conduct the maintenance and management actions necessary for the project to be a sustained success.

B.5. List and describe the strategic partners and organizations to be engaged in this project

The project partnership will continue to be led by the Mariposa County Planning Department, who coordinated the engagement and outreach efforts that resulted in the Mariposa Creek Parkway Master Plan and who currently direct the WCB- and Caltrans-funded work that the proposed project supports. Key members of the project partnership include:

- Mariposa County Public Works Department (PWD): PWD will be critical to the implementation and maintenance of the completed project and wider

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

Parkway.

- Main Street Mariposa (MSM): as the designated business advocacy organization for the downtown commercial district that the proposed project would serve, MSM will serve as the primary communication conduit, and promote continued engagement for its constituents, ensuring that the design maximizes the project's utility for stakeholders from the local business sector.
- Mariposa County Creative Placemaking Strategy Advisory Committee (CPSAC): as the county's designated advisory body for matters related to topics like public art, performance, and other creative endeavors, the CPSAC was instrumental in developing both the Mariposa Creek Parkway Master Plan and the recently adopted Countywide Creative Placemaking Strategy. Their continued involvement in the design process will ensure that trailhead amenities and features align with the community's vision for art and creative placemaking expressed in these planning efforts.
- Southern Sierra Miwuk Nation (SSMN): this Indigenous community was a central partner in the development of the Mariposa Creek Parkway Master Plan and is a key collaborator in the current WCB-funded riparian restoration project that the proposed trailhead project supports. They will continue to inform the project's environmental restoration, revegetation, and cultural interpretation components, and ensure that the trailhead design supports and enhances these objectives.

B.6. Describe the investment (project) impact and fit with EDA funding priorities

The project is well aligned with EDA funding priorities, and advances three of the program's key thematic objectives. First, the Phase III Trailhead and the Mariposa Creek Parkway more broadly support EDA's emphasis on equity in several ways. Because the project will be designed to meet and exceed ADA requirements, the project will promote access to outdoor recreation and active transportation/recreation for people with mobility impairments and meet ADA requirements. It will also serve the wider community of Mariposa, whose low-wealth rural context qualifies as a disadvantaged community based on a variety of demographic and socioeconomic factors such as median household income and poverty rate.

Of note, the project's has been and will continue to be designed and implemented through a partnership with the Southern Sierra Miwuk Nation, and Indigenous group whose lifeways and expertise have historically been marginalized in our community (SSMN). The Mariposa Creek Parkway Master Plan identifies opportunities for co-creating the Phase III Trailhead and the larger parkway with the SSMN, including education and interpretation elements that are bi-lingual (English and Southern Sierra Miwuk), and blend wildlife-oriented materials with materials related to indigenous lifeways, traditions, and land ethics. The Creative Placemaking Strategy further develops this approach, identifying opportunities to support SSMN artistry, such as basketmaking, in spaces located in the trailhead site. These components help craft more comprehensive and locally resonant narratives about the project area, and further contributes to project's equity profile and benefits for disadvantaged community members.

Additionally, the project relies heavily on landscape enhancements that both support visitor comfort and create an attractive and compelling environment, and also provide a variety of important green infrastructure benefits. For example, the vision for plant restoration focuses on species that are native, drought-tolerant, and that support pollinator habitat.

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

This is part of a larger scheme to extend a butterfly corridor from the Yosemite Valley to the town of Mariposa. Additionally, the project addresses stormwater management in a number of ways, including by directing runoff into bio-swales and cleansing planted zones before entering the creek. Where space permits, the design calls for landforms that are able to capture and guide stormwater through vegetation. This is also done to capture runoff from adjacent roads, intercepting what was previously sheet flowing into the creek, thereby promoting groundwater recharge and slowing the velocity of run-off entering Mariposa Creek. In these ways, the project aligns with EDA's priority for environmentally-sustainable development.
It is important to mention that these same green infrastructure benefits promote resilience to a changing climate and its impacts, like increased flooding, wildfire, and loss of habitat. The project's co-benefits as a recreation amenity and ecological resiliency investment are detailed in the county's Recreation and Resilience Plan, which recommends this project as a key local priority.
Finally, and relatedly, this intervention has been explicitly identified by the community as a strategic way to diversify and broadening the county's attractiveness to tourists and visitors, thereby promoting a more diverse economic profile and increasing Mariposa's economic resiliency. By expanding the county's economic base beyond federally managed public lands in higher elevations, the proposed project will provide a new, locally resonant resource to help ensure that closures and service interruptions in National Parks Service and USFS jurisdictions—especially those related to climate change and natural disasters like catastrophic wildfire--do not undermine the county's economy. In this way, the project serves EDA's priority for recovery and resilience.

B.7. Identify the proposed time schedule for the project

It is assumed that work would begin in September 2022 and that project tasks will be completed in 24 months, in the below workflow:

- 15% Conceptual Design: September 2022-May 2023
- Biological and Cultural Studies: September 2022-July 2023
- 20% Conceptual Design: June-September 2023
- Sections 404, 401, and 1602 Permit Acquisition: September 2023-September 2024

B.8. Economic impacts of the project

B.8.a. Please describe the economic impacts of the project:

Several key regional and local economic development planning initiatives, including the Central Sierra Economic Development District's Comprehensive Economic Development Strategy and the Mariposa County Economic Vitality Strategy, have underscored the importance of establishing Mariposa County as a year-round tourist destination and outdoor recreational center. By increasing off-season visitation, Mariposa County seeks to avoid the annual seasonal business slumps and layoffs from November through April, and promote a more balanced, resilient economy. As reflected in the Mariposa Creek Parkway Master Plan, Mariposa County Economic Vitality Strategy (EVS), and Mariposa County Creative Placemaking Strategy (CPS), the Parkway and key supportive elements like the trailhead contribute to dynamic, lively, and attractive cultural environments that resonate with locals as well as visitors.

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

These planning processes applied a range of innovative, place-based community engagement strategies to solicit input from throughout the community, especially disadvantaged community members in the immediate vicinity of the project area. For example, Creek week, the highlight of the Mariposa Creek Parkway master plan's stakeholder engagement program, hosted a range of hands-on participatory design exercises near the project area. Due to its proximity to existing affordable housing like Mariposa Terrace, Sierra Gardens, and two Habitat for Humanity homes, and general centrality within the disadvantaged Census Tract 1.01, the planning process was well attended by a range of disadvantaged community residents, including the elderly, Latinx residents, and area youth.

This engagement approach both revealed that the project was supported throughout the community, including among disadvantaged community groups, and empowered these population segments to tangibly influence the project to be most responsive to their needs. The proposed project will build on the recommendations for the project area collected during the master plan process, and also apply similar stimulating, interactive engagement techniques to further articulate how the community—including its most disadvantaged members—would like to access and benefit from it.

Specifically, the project would both support bike- and pedestrian-friendly connections to and among downtown businesses, and serve as a distinctive outdoor public space for tourists and residents to enjoy Mariposa's outdoor resources. In the EVS, the Parkway is the primary action in Goal #5: Promote Vibrant Communities and Town Centers in which to Live, Work, and Play. The project is recommended because of its capacity to "attract new business investment, facilitate job growth, and enhance economic prosperity consistent with local culture and aesthetics." Similarly, the Parkway master plan envisions the project as a "new center of gravity providing new destinations for locals and visitors," and sketches out a vision for the trailhead as both a launching off point for local (or, in the future, regional) walking and biking uses, and a unique place to gather in a beautiful, downtown riparian landscape. The CPS expands on this, and identifies the trailhead area as an ideal location for creative placemaking interventions like installations, interpretive exhibits, and a destination outdoor public art festival.

It is anticipated that these changes would have a sizable and demonstrable impact on Mariposa. Based on comparable projects and the input from affected stakeholders, including downtown and uptown business owners, we anticipate that the proposed project will result in 40 new hires, 400 jobs retained, and $40,000 of private investment stimulated by the proposed project upon completion. These benefits will be shared throughout the community, including and especially among disadvantaged community members who live near the project site and have expressed resounding support for the investment.

B.8.b. Please identify the total estimated jobs and private investment that is expected to be generated by this project:

Estimated Jobs Created	Estimated Jobs Retained	Estimated Private Investment
40	400	$40,000.00

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

B.8.c. Please identify the source of Estimates above (check as many as apply):

- ☒ Letters from Beneficiaries of the Project
- ☐ Input/Output Model (e.g. IMPLAN, REMI)
- ☒ Comparison to Similar Projects
- ☐ Other Method (specify below)

B.9. Beneficiaries of the project

	Beneficiary Name	NAICS Code	Estimated Jobs Created	Estimated Jobs Retained	Estimated Private Investment
X					
	Total				

Add Beneficiary

B.10. Non-EDA funding for the project

B.10.a. Are all non-EDA funds committed to the project, available as needed, and not conditioned or encumbered in any way that would preclude their use consistent with the purpose of the project?

☒ Yes ☐ No (explain below)

B.10.b. Identify the source, nature and amount of all non-EDA funds.

	Source	Amount	Date Available	Type	Restriction/Comments
X	Wildlife Conservation Board	$415,000.00	08/30/2021	In-Kind	None
X	Mariposa County General Fund	$75,000.00	08/30/2021	In-Kind	None

Add Source

B.10.c. Does the applicant plan to seek other federal financial assistance as part of or in connection with this project? If so, please describe the source, amount and any terms and conditions of the funding, and when the funding will be available for use by the applicant.

☐ Yes (explain below) ☒ No

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

B.10.d. Please attach documentation confirming non-EDA (matching or cost share) funding:

210830 WCB Notice to Procee | Add Attachment | Delete Attachment | View Attachment

B.11. Justification for sole source procurement

Will you contract work to complete part or all of this project?

☐ B.11.a. No

☒ B.11.b. Yes — If yes, will contracts be awarded by competitive bid?

☐ B.11.b.i. Yes

☒ B.11.b.ii. No

If contracts will not be awarded by competitive bid, please provide a justification. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements.

If funded, this project's scope of work will be an additional service for the consultant team that is hired to complete the Caltrans-funded work (construction of the Phase III segment of the Mariposa Creek Parkway) that the proposed project supports. The County has been awarded funding for the Phase III construction project ($4.4M from the Active Transportation Program), and will award the contract for that work Fall 2021 through a competitive bid.

B.12. Equipment

Will any funds be used to purchase equipment?

☒ B.12.a. No

☐ B.12.b. Yes — If yes, will project funding be used to install the equipment?

☐ Yes

☐ No

Please attach a list, including cost, description, purpose, and estimated useful life of any equipment that will be purchased as a part of this project.

Add Attachment | Delete Attachment | View Attachment

C. Regional Eligibility

C.1. Region

Define the area/region that is the basis for the applicant's claim of eligibility. EDA will review and evaluate documentation submitted by the applicant to verify and determine eligibility.

The project is located in the Town of Mariposa (Census Tract 1.01), the largest community in and county seat of Mariposa County. The project site is approximately 35 miles from Merced, 75 miles from Fresno, and 45 miles from Yosemite Valley. The rural county is located in the Sierra Foothills, adjacent to Madera, Merced, and Tuolumne counties. Mariposa County is a member of the Central Sierra Economic Development District.

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

C.2. Economic Distress

Check all that apply in establishing regional eligibility (see NOFO for more details):

- ☒ **C.2.A. Unemployment rate**
- ☒ **C.2.B. Per capita income**
- ☒ **C.2.C. Special need**, including:
  - ☒ Substantial out-migration or population loss;
  - ☒ Underemployment; that is, employment of workers at less than full-time or at less skilled tasks than their training or abilities permit;
  - ☐ Military base closure or realignment, defense contractor reductions-in-force, or U.S. Department of Energy defense-related funding reductions;
  - ☒ Natural or other major disasters or emergencies;
  - ☐ Extraordinary depletion of natural resources;
  - ☐ Closing or restructuring of an industrial firm or loss of other major employer;
  - ☐ Negative effects of changing trade patterns; or
  - ☐ Other circumstances set forth in the applicable NOFO (please explain below).

C.3. Substantial Direct Benefit

If the project does not meet any of the criteria above, is it located in an Economic Development District (EDD), and will it provide substantial direct benefit to residents of an area within that EDD that does meet the distress criteria?

☐ Yes ☐ No

Which Economic Development District?

Please explain how the proposed project will provide a substantial direct benefit to this geographic area within the EDD.

C.4. Source of data provided for regional eligibility determination

Check the box denoting what data source you used to establish eligibility:

- ☒ C.4.a. The most recent ACS data published by the U.S. Census Bureau.
- ☐ C.4.b. The most recent Bureau of Labor Statistics Data.
- ☐ C.4.c. The most recent other federal data for the region in which the project is located (e.g., U.S. Census Bureau or the Bureaus of Economic Analysis, Labor Statistics, Indian Affairs, etc.).
- ☐ C.4.d. If no federal data are available, the most recent data available through the state government for the region in which the project is located.

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

☐ C.4.e. Other data to substantiate regional eligibility based on a "Special Need" as defined in 13 C.F.R. § 300.3.

Please attach a copy of the documentation used to support your claim of eligibility:

210830 ACS.pdf | Add Attachment | Delete Attachment | View Attachment

D. Budget and Staffing

To be completed by applicants for non-construction assistance only

D.1. Budget justification

All of the direct costs in the project budget are contractual, and are intended to be an additional service for the interdisciplinary consultant design, permitting, and engineering team that the county will hire to for the Phase III Mariposa Creek Parkway project funded through a $4.4M grant from Caltrans. That consultant team, which will include contractors from landscape architecture, civil/environmental engineering, and environmental planning and permitting disciplines (and potentially others), will be selected through a competitive RFP process in fall 2021 to deliver the Caltrans-approved scope of work, which includes some areas of overlap with the proposed trailhead scope of work. All of the contractual costs identified in the proposed budget will be used to supplement their contract to include the enhanced feasibility and concept design work for the Phase III trailhead and park.

D.2. Indirect costs

D.3. Key applicant staff

The project will be led by Planning Department staff, primarily the Community Design and Development Director (CDDD) under the supervision of the Planning Director. The CDDD is a licensed landscape architect and certified community planner, with expertise in green building and construction practices, and has directed the Mariposa Creek Parkway project since 2017. Their proficiency in both community planning and landscape architecture equips them to direct both the planning/permitting components of the project, as well as the more technical design aspects. As the project manager for the master planning phase as well as the current implementation work, they are intimately versed in both big picture and on-the-ground realities of the project, and in charge of integrating a diversity of funding sources, funders, timelines, and requirements to ensure successful project delivery. Additional support from the planning department, including the assistant planning director and senior environmental planner, will be available as needed to support the project's environmental permitting and compliance development.

Planning Department staff will be supported by key staff from the county Public Works Department and Administration Department. At Public Works, the County Engineer (a licensed professional engineer) and their staff (which includes both professional engineers and engineers in training) will

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

provide technical expertise and direction to ensure that the design documents are feasible, credible, and align with the public's health, safety, and wellness. Additional public works support as needed will be available from the county surveyor and the director of facilities. In the Administration Department, the project will be supported by the county's economic development specialist, who will help coordinate with the local business community, including the members of Main Street Mariposa, to ensure that their participation and engagement is reflected in the concept design. This staff person, who is currently managing a separate EDA grant, can also provide guidance and support related to grant management tasks.

E. Administrative Requirements

E.1. Civil rights

E.1.a. Does the applicant understand and agree to comply with all applicable civil rights requirements (see 13 C.F.R. § 302.20)?

☒ Yes ☐ No (explain below)

E.1.b. Do identified "Other Parties" (as listed in question B.9.), businesses that will create and/or save fifteen or more jobs as a result of the EDA project, understand and agree to comply with all applicable civil rights requirements under 13 C.F.R. § 302.20, including the requirement to provide signed assurances of compliance (ED-900B)?

☐ Not Applicable (No Other Parties Identified) ☒ Yes ☐ No (explain below)

E.2. Lobbying certifications

Will you be able to comply with federal requirements regarding lobbying?

☒ Yes ☐ No (explain below)

E.3. Compliance with Executive Order 12372, State Single Point of Contact (SPOC)

Does the state in which the project will be located have a project review process that requires submission to a Single Point of Contact (SPOC)?

☐ E.3.a. No. Go to Question E.4

☒ E.3.b. Yes

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

If Yes, does this request for EDA investment assistance meet the SPOC process established by the state?

☐ E.3.b.i. No ☒ E.3.b.ii. Yes

Please explain why not

If Yes, were SPOC comments/clearance received?

☐ E.3.b.ii.a. Yes

Please attach the comments/clearance:

Add Attachment | Delete Attachment | View Attachment

☐ E.3.b.ii.b. No. The review period has expired and no comments were received.

☐ E.3.b.ii.c. No. Comments have been requested but the review period has not yet expired.

Please attach evidence of your request for comments:

Add Attachment | Delete Attachment | View Attachment

E.4. Single Audit Act Requirement

E.4.a. Does the applicant understand and agree to the requirements of subpart F of 2 C.F.R. part 200 regarding federal audits?

☒ Yes ☐ No

E.4.b. Is the applicant currently audited under the Single Audit Act?

☐ E.4.b.i. No

☒ E.4.b.ii. Yes, If yes:

E.4.b.ii.a. What is the date of the most recent audit? 08/30/2018

E.4.b.ii.b. Was this audit submitted to the Federal Audit Clearinghouse?

☒ Yes ☐ No

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

F. Requirements for Non-Governmental Applicants (Excluding Public Universities and Certain District Organizations)

As indicated below, non-governmental applicants (excluding public universities and district organizations) must also provide a copy of the following items, either using the Attachments form that is part of the application package downloaded from www.Grants.gov or providing a hard copy.

F.1. Non-profit organizations must provide a current Certificate of Good Standing from the State in which they are incorporated.

Add Attachment | Delete Attachment | View Attachment

F.2. New non-profit organization applicants must provide their Articles of Incorporation and By-Laws. Non-profits with an active EDA grant must either provide a) a revised copy of their Articles of Incorporation or By-Laws if these have been amended or b) a statement certifying that there has been no change in the organization's Articles of Incorporation or By-Laws.

Add Attachment | Delete Attachment | View Attachment

F.3. Non-profit organizations must provide a resolution passed by a general purpose political subdivision of a State (e.g., local government entity) or a letter signed by an authorized representative of a local government acknowledging that the applicant is acting in cooperation with officials of the political subdivision. EDA may waive this requirement for certain projects of significant regional or national scope (see 13 CFR § 301.2(b)).

Add Attachment | Delete Attachment | View Attachment

F.4. If applying for a construction or RLF investment, an applicant must afford the appropriate general purpose governmental authority a minimum of 15 days to review and comment on the proposed project (13 CFR § 302.9(a)).

Will the applicant be able to provide these comments?

- ☐ Yes
- ☐ Not applicable, because the applicant is not applying for a construction or RLF grant
- ☐ Not applicable, because this requirement has been satisfied under an existing RLF plan
- ☐ No, for another reason (explain below)

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

Instructions for Form ED-900

A. Applicant Information

A.1. EDA Application Identifier – If EDA has previously provided an identifier for your proposal/application, please enter that identifier here. Otherwise, leave blank.

A.2. Please identify all applicants for this project:

The Lead Applicant should be the party who is responsible for handling disbursement of funds and reporting to EDA.

Note that Sam.gov registration is required of all EDA applicants and awardees. Please list the relevant CAGE Code and SAM.gov expiration data for all applicants and co-applicants (if any).

B. Project Information

B.1. Provide a geographical definition of the region to be served by the investment (project), including the specific geographic location of the project within the region.

Clearly and concisely describe the region where the project will be located, including the specific geographic location of the project within the region, as well as background on the assets of the area, which may include clusters, and workforce, physical, educational and financial infrastructure.

B.2. Describe and outline the scope of work for the proposed EDA investment, including a list of tasks to be undertaken.

List specific activities that will be undertaken and the specific deliverables that will be produced as a result of this investment. The description of the proposed project must include a clear statement of the overall purpose of the project.

Applicants for construction assistance (including design and engineering assistance) should also include a statement of project components. Indicate if the proposed project involves the construction of a new facility or facilities or the enlargement, expansion, renovation, or replacement of an existing facility or facilities. Describe the existing facility and proposed project components in terms of dimensions, capacities, quantities, etc.

Applicants for Partnership Planning Assistance should provide a narrative on the economic development activities that will be undertaken including managing and maintaining the CEDS process.

Applicants for Short Term Planning Assistance should provide a narrative explaining how the proposed scope of work will enhance economic development planning capacity of the identified region. Include any relationship or collaboration with other public and private entities. Please explain how the strategy will expand the capacity of public officials and economic development organizations to work effectively with employers and enable the region to plan and coordinate the use of available resources to support economic recovery and the development of a regional economy and/or develop innovative approaches to economic revitalization in the region.

Applicants for State Planning Assistance should provide a narrative outlining the proposed scope of work for the project. Include the relationship to any existing CEDS or similar planning processes in the region and the goals and objectives of the proposed project.

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

B.3. Economic development needs

Except for grants to fund developing, updating or refining a CEDS as described in 13 C.F.R. § 303.7, the region in which Public Works or Economic Adjustment projects will be located must have a CEDS with which the project is consistent.

B.3.a. Does the region in which the project will be located have a Comprehensive Economic Development Strategy (CEDS)?

If Yes, what is the source? *Note: If you are unsure if your region has a CEDS, please contact your local District Organization. In areas without a District Organization, CEDS may also be obtained at the City, County, or State level.*

If No, then please check one of the indicated options:

B.3.a.i. There is an alternate strategic planning document that will govern this investment. Please identify the strategy and provide a copy of this planning document, either by attaching the document to this application or submitting a hard copy.

B.3.a.ii. This investment is to create a strategy plan to develop, update or refine a CEDS. Please explain how the strategy will expand the capacity of public officials and economic development organizations to work effectively with employers and enable the region to plan and coordinate the use of available resources to support economic recovery and the development of a regional economy and/or develop innovative approaches to economic revitalization in the region.

B.3.b. Briefly describe the economic conditions of the region described in B.1, as well as the economic adjustment problems or economic dislocations the region has experienced (or is about to experience) and the regional impact of these conditions. How does the project address the economic development needs of the region and the goals and objectives of the CEDS for the region or the alternate strategic planning document described in section b below? See 13 C.F.R. part 303.

B.4. Applicant's capability

Briefly describe the applicant's capability to administer, implement, and maintain the project.

B.5. List and describe strategic partners and organizations to be engaged in this project

Describe existing regional partnerships (if any) that are directly engaged in supporting the proposed project, including a discussion of the extent of participation of government agencies, private sector interests, education providers, non-profits, community and labor groups, workforce boards, utilities, etc.

B.6. Describe the investment (project) impact and fit with EDA funding priorities

Concisely document how the proposed project aligns with one or more of EDA's investment priorities. Applicants that propose projects that do not align with EDA's investment priorities will not be as competitive as those that do. Applicants are strongly encouraged to review EDA's investment priorities, as outlined in the applicable Notice of Funding Opportunity (NOFO) announcement on www.Grants.gov.

B.7. Proposed time schedule for the project

Provide a proposed time schedule for completion of the project, including when (month/year) the project will begin and end. Explain any potential issues that could affect project implementation.

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

B.8. Economic impacts of the project

Provide a clear and compelling justification for the long-term potential economic impact of the proposed project, through anticipated job creation or retention, private investment leveraging, number of businesses or collaborations supported, or other appropriate measures. All job and private investment estimates should reflect the anticipated impact within nine years of the potential EDA investment. Applicants must attach letters of commitment from any identified beneficiaries.

For all other measures, applicants should clearly identify the expected time frame. In all cases, applicants must document the benefit and provide third-party data or information available to support these claims.

B.9. Beneficiaries of the project

If applicants have identified specific private sector employers that are expected to create and/or save jobs as a result of the project, applicants should list those beneficiaries in the table provided. All job and private investment estimates should reflect the anticipated impact within nine years of the potential EDA investment.

NAICS Code: The NAICS code for the major industry category of the beneficiary company (see www.naics.com for a searchable list).

Jobs Created: The number of jobs that the company expects to create as a result of the project.

Jobs Retained: The number of jobs that the company expects to retain as a result of the project.

Private Investment: The amount of private investment that the company expects to make in its business/ community as a result of the project.

Form ED-900B must be completed by each beneficiary that expects to create and/or save fifteen or more jobs as a result of the project.

B.10. Non-EDA funding for the project

Select the appropriate response to each question. Applicants should identify the source, nature and amount of all non-EDA funds, including in-kind contributions (non-cash contributions of space, equipment, services, or assumptions of debt). Explain the status of all funding commitments, including the date the funds will be available from each source, and describe any conditions or restrictions on the use of such funds. If in-kind contributions are included, explain the basis on which they are valued. If so, please describe the source, amount and any terms and conditions of the funding, and when the funding will be available for use by the applicant. Please attach evidence of commitment from all funding sources. For example, if bonds are contemplated as match, counsel opinion of the applicant's bonding authority and eligibility of the bonds for use as match, along with full disclosure of the type of bonds and the schedule of the applicant's intended bond issue, are required.

B.11. Justification for sole source procurement

Select the appropriate response to each question.

B.12. Equipment

Select the appropriate response to each question.

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

C. Regional Eligibility

Public Works and Economic Adjustment Assistance projects must satisfy regional eligibility requirements (see NOFO for more details). This section will assist EDA in determining if the proposed project satisfies these eligibility requirements.

Planning and Technical Assistance applications: although meeting specific distress criteria is not a prerequisite for funding under these programs, the economic distress level of the region impacted by a project serves as the basis for establishing the EDA share of the total cost of the project and can inform competitiveness.

Please answer all questions completely and accurately and attach explanations and supporting documentation where applicable.

C.1. Region

Clearly define the area/region that is the basis for your claim of eligibility.

C.2. Economic Distress

Check all that apply in establishing regional eligibility (see NOFO for more details):

C.2.A. Unemployment rate: The project is located in a region that has an unemployment rate that is, for the most recent 24-month period for which data are available, at least one percentage point above the national unemployment rate.

C.2.B. Per capita income: The project is located in a region that has a per capita income that is, for the most recent period for which data are available, 80 percent or less of the national average per capita income.

C.2.C. Special need: The project is located in a region that has experienced or is about to experience a "Special Need" (as defined in 13 C.F.R. § 300.3) arising from actual or threatened severe unemployment or economic adjustment problems resulting from severe short-term or long-term changes in economic conditions, including: Substantial out-migration or population loss; Underemployment, that is, employment of workers at less than full-time or at less skilled tasks than their training or abilities permit; Military base closure or realignment, defense contractor reductions-in-force, or U.S. Department of Energy defense-related funding reductions; Natural or other major disasters or emergencies; Extraordinary depletion of natural resources; Closing or restructuring of an industrial firm or loss of other major employer; Negative effects of changing trade patterns; or other circumstances set forth in the applicable NOFO.

C.3. Substantial Direct Benefit

A project located within an Economic Development District (EDD) that is located in a region that does not meet the economic distress criteria set forth in section C.2 above, is also eligible for EDA investment assistance if EDA determines that the project will be of "substantial direct benefit" to a geographic area within the EDD that meets the distress criteria set forth in question C.2 above by providing significant employment opportunities for unemployed, underemployed, or low-income residents of the distressed geographic area within the EDD. If applicable, identify the EDD in which the proposed project will be located, as well as the geographic area within the EDD that meets the economic distress criteria detailed in section C.2., and explain how the proposed project will provide a substantial direct benefit to this geographic area within the EDD. (See NOFO for more details.)

C.4. Source of data provided for regional eligibility determination

Check the appropriate box denoting what data source you used to establish eligibility. Please attach data used to establish eligibility.

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

D. Budget and Staffing

To be completed by applicants for non-construction assistance only

D.1. Budget justification

Provide a clear budget justification that identifies how funds in each line item of the budget will be utilized to support the proposed project. Explain the proposed use of any amounts budgeted for "Equipment," "Contractual," or "Other," if any, on Form SF-424A, Budget Information - Non-Construction Programs.

D.2. Indirect costs

Explain the types of indirect costs, if any, on Form SF-424A. If there are any indirect costs, please submit a copy of the current Indirect Cost Rate Agreement that your organization has with its cognizant Federal agency. Alternatively, applicants must provide supplemental documentation such as: a certificate of indirect costs and acknowledgment letter from the cognizant agency, a cost allocation plan, an indirect cost rate proposal and/or other acceptable documents under Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as set forth in 2 C.F.R. part 200 or relevant procurement regulations.

D.3. Key applicant staff

Identify key applicant staff who will undertake and complete project activities. Include a description of the knowledge, organizational experience, and expertise of individual staff members. In addition, explain how organizational resources will be used to complete project activities. For National Technical Assistance, Training and Research and Evaluation projects, specify which positions will be charged to the federal and non-federal portion of the project budget.

E. Administrative Requirements

E.1. Civil rights

Select the appropriate response, providing an explanation if "no."

E.2. Lobbying certifications

All applicants for federal financial assistance must certify that federal funds have not been used and will not be used for lobbying in connection with this request for federal financial assistance (Form CD-511). If non-federal funds have been or are planned to be used for lobbying in connection with this request for federal financial assistance, Form SF-LLL also must be completed. Applicants must comply with 13 C.F.R. § 302.10 regarding attorneys' and consultants' fees and the employment of expediters. This regulation requires that applicants identify and disclose the amount of fees paid to anyone engaged to assist the applicant in obtaining assistance under the Public Works and Economic Development Act of 1965 (PWEDA), as amended.

E.3. Compliance with Executive Order 12372, State Single Point of Contact (SPOC)

Select the appropriate response to each question, please attach any comments that have been received. If the comment period has not yet expired or comments were not received, attach evidence of your request for comments.

E.4. Single Audit Act Requirement

Select the appropriate response to each question.

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

F. Requirements for Non-Governmental Applicants (Excluding Public Universities and Certain District Organizations)

As indicated, non-governmental applicants must also provide a copy of the requested items, either using the Attachments form that is part of the application package downloaded from www.Grants.gov or submitting a hard copy. Public Universities and Certain District Organizations may be exempt from this requirement, please contact your Regional Office to determine the requirements applicable to your organization.

Attachment: 900GA_FLT (RES-2021-518 : Mariposa Creek Parkway Trailhead)

GRANTS.GOV

WORKSPACE FORM

1-800-518-4726
SUPPORT@GRANTS.GOV

This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline usi Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed for can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.g Applicants tab.

OPPORTUNITY & PACKAGE DETAILS:

Opportunity Number:	EDA-2021-ARPATOURISM
Opportunity Title:	FY 2021 American Rescue Plan Act Travel, Tourism, and Outdoor Recreation Notice of Funding Opportunity
Opportunity Package ID:	PKG00268444
CFDA Number:	11.307
CFDA Description:	Economic Adjustment Assistance
Competition ID:	ARPA-TTOR-NC
Competition Title:	ARPA Tourism Non-Construction Application
Opening Date:	
Closing Date:	01/31/2022
Agency:	Economic Development Administration
Contact Information:	www.eda.gov/contact

APPLICANT & WORKSPACE DETAILS:

Workspace ID:	WS00775229
Application Filing Name:	Mariposa Creek Parkway Trailhead + Destination Park
DUNS:	0718596070000
Organization:	COUNTY OF MARIPOSA
Form Name:	Application for Federal Assistance (SF-424)
Form Version:	3.0
Requirement:	Mandatory
Download Date/Time:	Sep 02, 2021 10:48:26 AM EDT
Form State:	No Errors

FORM ACTIONS:

CHECK FOR ERRORS | SAVE | PRINT

Attachment: 424 (RES-2021-518 : Mariposa Creek Parkway Trailhead)

View Burden Statement

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier: Mariposa County

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: County of Mariposa

* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000880

* c. Organizational DUNS: 0718596070000

d. Address:

* Street1: 5100 Bullion Street
Street2:
* City: Mariposa
County/Parish: Mariposa
* State: CA: California
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 95338-0000

e. Organizational Unit:

Department Name: Planning Department

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Mikey
Middle Name:
* Last Name: Goralnik
Suffix:

Title: Community Design and Development Planner

Organizational Affiliation:

* Telephone Number: 2097421222
Fax Number:

* Email: mgoralnik@mariposacounty.org

Attachment: 424 (RES-2021-518 : Mariposa Creek Parkway Trailhead)

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Economic Development Administration

11. Catalog of Federal Domestic Assistance Number:

11.307

CFDA Title:

Economic Adjustment Assistance

*** 12. Funding Opportunity Number:**

EDA-2021-ARPATOURISM

* Title:

FY 2021 American Rescue Plan Act Travel, Tourism, and Outdoor Recreation Notice of Funding Opportunity

13. Competition Identification Number:

ARPA-TTOR-NC

Title:

ARPA Tourism Non-Construction Application

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Mariposa Creek Parkway Phase III Trailhead Planning and Design Implementation

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Attachment: 424 (RES-2021-518 : Mariposa Creek Parkway Trailhead)

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: CA-04 | * b. Program/Project: CA-04

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 09/30/2022 | * b. End Date: 09/30/2024

18. Estimated Funding ($):

* a. Federal	655,000.00
* b. Applicant	40,000.00
* c. State	140,000.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	835,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☒ a. This application was made available to the State under the Executive Order 12372 Process for review on 09/10/2021 .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: | * First Name: Sarah

Middle Name:

* Last Name: Williams

Suffix:

* Title: Planning Director

* Telephone Number: 2099665151 | Fax Number:

* Email: swilliams@mariposacounty.org

* Signature of Authorized Representative: Completed by Grants.gov upon submission. | * Date Signed: Completed by Grants.gov upon submission.

Attachment: 424 (RES-2021-518 : Mariposa Creek Parkway Trailhead)

MARIPOSA COUNTY

Public Works · 209-966-2498

RESOLUTION - ACTION REQUESTED 2021-519

MEETING: September 15, 2021

TO: The Board of Supervisors

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

RE: Approve RFP for Leonard Rd for Survey and Right of Way Acquisition Services

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Request for Proposals (RFP) for Leonard Road for Survey and Right of Way Acquisition Services; Authorize the Public Works and Transportation Interim Director to Select the Lowest Responsible Bidder; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel).

The County does not formally control portions of Leonard Road. Roadway easements must be acquired from six property owners in order to receive federal aid to pave between the Stoneridge Mobile Home Park and Harvest Drive. A consultant is required to certify that all Uniform Act requirements are satisfied. RFP tasks include preparation of boundary surveys, plats and legals, escrow, appraisal, and acquisition services.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On January 12, 2021 Resolution 2021-27 the Board selected Leonard Road for surfacing with CMAQ dollars.

On May 25th, 2021 the Board approved the Program Supplement Agreement with Caltrans for $150,000 in Preliminary Engineering.
There are no fiscal impacts. The project is 100% funded through the Congestion Management and Air Quality (CMAQ) program.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, Staff will need additional direction on how to proceed.

FINANCIAL IMPACT:
No Financial Impact Congestion Mitigation and Air Quality Improvement Program (CMAC) funding

ATTACHMENTS:
RFP Leonard Survey (PDF)

RESULT: **ADOPTED [4 TO 0]**
MOVER: Tom Sweeney, District II Supervisors
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Rosemarie Smallcombe, Tom Sweeney, Marshall Long, Wayne Forsythe
RECUSED: Miles Menetrey

Attachment: RFP Leonard Survey (RES-2021-519 : Approve RFP for Leonard Rd for Survey and Right of Way Acquisition Services)

REQUEST FOR PROPOSALS

Survey and Right-of-Way Acquisition Services for Leonard Road Surfacing

Federal Project No. CML 5940(141)
County Project No. PWEN-5511-2102

Work Items to Include:

1. Project Management
2. Right-of-Way Survey
3. CIA Technical Memo
4. Title & Escrow, Appraisal, Acquisition
5. Record of Survey & Monumentation

DATE ISSUED:	**September XX, 2021**
PROPOSALS DUE:	**October XX, 2021 at 4:00 pm**
SUBMIT TO:	Public Works Mariposa County 4639 Ben Hur Road Mariposa, CA 95338
REFER QUESTIONS TO:	**Matt Hespenheide, Associate Engineer**

MARIPOSA COUNTY
REQUEST FOR PROPOSALS

Leonard Road
Survey and Right-of-Way Services

CONTENTS

SECTION I – GENERAL INFORMATION 3
I-1. Request for Proposals 3
I-2. Tentative Project Milestones 3
I-3. Official Contacts 4
I-4. Proposal Due Date 4
I-5. Addenda 4
I-6. Irregularities 6
I-7. Incurred Costs 6
I-8 Equal Opportunity Policy for Contractors 6
SECTION II – PROPOSAL FORM AND CONTENT 7
II-1 Proposal Submittal 7
II-2 Proposal Form and Content 7
SECTION III – BACKGROUND & SCOPE OF WORK 10
III-1. General Conditions 10
III-2. Scope of Services 11
III-3. Conflict of Interest Requirements 12
III-4. Selection Procedure 13

Appendices

1. Leonard Road Exhibit ..... 1 Page
2. Required Local Assistance Procedures Manual Exhibits ..... 9 Pages
3. Sample Agreement ..... 10 Pages

Attachment: RFP Leonard Survey (RES-2021-519 : Approve RFP for Leonard Rd for Survey and Right of Way Acquisition Services)

MARIPOSA COUNTY
REQUEST FOR PROPOSALS

Leonard Road
Survey and Right-of-Way Services

SECTION I – GENERAL INFORMATION

I-1. Request for Proposals

The County of Mariposa is requesting proposals from a qualified consultant to acquire right-of-way from six property owners on Leonard Road between PM 10.63 (Harvest Drive) and PM 11.45 (Mobile Home Park). The County intends to surface the existing gravel road using CMAQ funds. Since the project will be funded with Federal dollars, the County must have full possession and control of the right-of-way. This requires a Consultant to follow all pertinent Federal laws and regulations. **The DBE goal for this project is 25%.**

The proposals submitted in response to this RFP will be reviewed according to their qualifications. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Section III-4 "Selection Procedure," of this RFP.

Addenda to this RFP, if issued, will be made public via County website, local exchange, and by known email contact information.

County Website: http://www.mariposacounty.org/bids.aspx

It shall be the Consultant's responsibility to obtain any addenda that may be issued according to the above sources.

The Consultant's attention is directed to Section II – Proposal Form and Content

The prospective Consultant is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it has been executed by County.

The County reserves the right to retain all proposals submitted and to use any idea(s) included in a proposal regardless of whether that proposal is selected.

I-2. Tentative Project Milestones

The anticipated consultant selection schedule is as follows:

Proposal review and evaluation: October XX, 2021
Oral interviews: N/A
Cost Negotiation with #1 qualified consultant: October 25-29, 2021
Contract Award: November 19, 2021

Attachment: RFP Leonard Survey (RES-2021-519 : Approve RFP for Leonard Rd for Survey and Right of Way Acquisition Services)

MARIPOSA COUNTY
REQUEST FOR PROPOSALS

Leonard Road
Survey and Right-of-Way Services

I-3. Official Contacts

Any questions related to this RFP shall be submitted in writing to the attention of Matt Hespenheide via email at mhespenheide@mariposacounty.org. Questions shall be submitted before 4:00 PM on October XX, 2021.

I-4. Proposal Due Date

Submit three (3) hard copies and one (1) electronic copy in PDF format of the Consultant's proposal. Include a cost/fee proposal in a separate sealed envelope. The submittal shall be mailed or submitted to the County by **4:00 P.M., October XX, 2021**. Proposals shall be submitted in a sealed package clearly marked: **Leonard Road Survey and Right-of-Way Services.**

and addressed as follows:

County of Mariposa
Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338
Attention: Matt Hespenheide

Proposals received after the required due date, or as modified per addenda, will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received by the required due date (or as modified per addenda).

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

I-5. Addenda

The County may modify the RFP at any time prior to the RFP due date. It is recommended that proposers periodically check with the Department of Public Works at (209) 966-5356,via email to the County at mhespenheide@mariposacounty.org, and on the County webpage for any posted addenda. Addenda will be numbered consecutively. Verbal modifications to the RFP specifications shall not be binding upon the County.

Attachment: RFP Leonard Survey (RES-2021-519 : Approve RFP for Leonard Rd for Survey and Right of Way Acquisition Services)

MARIPOSA COUNTY
REQUEST FOR PROPOSALS

Leonard Road
Survey and Right-of-Way Services

To be on the proposal holder list and to be assured of receiving all addenda and Requests For Information (RFI's) responses the following information may be submitted to Mariposa County via e-mail at: mhespenheide@mariposacounty.org. All RFI's must also be submitted via email to this address.

Company Name _____

Mailing Address _____

_____

Primary Contact Name _____

Primary Contact e-mail address _____

Primary Contact phone number _____

Addenda and RFIs will be posted on the County webpage and local exchanges. Every effort will be made to also send to the email address provided.

Attachment: RFP Leonard Survey (RES-2021-519 : Approve RFP for Leonard Rd for Survey and Right of Way Acquisition Services)

MARIPOSA COUNTY
REQUEST FOR PROPOSALS

Leonard Road
Survey and Right-of-Way Services

I-6. Irregularities

The County reserves the right to waive any non-material irregularities or information in the RFP or in any proposal.

I-7. Incurred Costs

This RFP does not commit the County to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The County reserves the right to accept or reject any or all proposals received as a result of this request and to negotiate with any qualified Consultant. The award will be based on qualifications only.

I-8 Equal Opportunity Policy for Contractors

Mariposa County requires all proposers to comply with Federal, State and Local Law and Ordinance with regard to equal opportunity practices that all programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

Attachment: RFP Leonard Survey (RES-2021-519 : Approve RFP for Leonard Rd for Survey and Right of Way Acquisition Services)

MARIPOSA COUNTY
REQUEST FOR PROPOSALS

Leonard Road
Survey and Right-of-Way Services

SECTION II – PROPOSAL FORM AND CONTENT

II-1 Proposal Submittal

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP, and should be easily reproducible. Emphasis will be on completeness and clarity of content and cost effectiveness of the proposal.

II-2 Proposal Form and Content

These guidelines are provided for standardizing the preparation and submission of the Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to help assure consistency in format and content.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Matt Hespenheide, Associate Engineer
County of Mariposa
Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

The letter shall be on Consultant letterhead and include the Consultant's contact name, mailing address, telephone number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be wet-signed in blue ink by the individual authorized to bind the Consultant to the proposal.

2. Consultant Information, Qualifications & Experience

The County will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects.

3. Requirements Statement

Attachment: RFP Leonard Survey (RES-2021-519 : Approve RFP for Leonard Rd for Survey and Right of Way Acquisition Services)

- Include a brief statement describing all services to be provided and project deliverables.
- Describe your cost control and budgeting methodology for this project.

4. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the County that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

5. Contract Agreement

The Consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 31 and 2 CFR Part 200.

6. Federal-Aid Provisions

The proposing Consultant's services are federally funded, which necessitate compliance with additional requirements. Special attention is directed to Local Assistance Procedures Manual Exhibit (LAPM) 10-I, Notice to Proposers DBE Information. The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer in the appendix.

- Local Agency Proposer DBE Commitment (Consultant Contracts); (LAPM 10-O1). **The local agency's current contract DBE Goal is 25%.**
- DBE Information - Good Faith Effort (LAPM 15-H) – Required only if DBE goal is not achieved. It is recommended that proposer prepare and submit a GFE irrespective of meeting the DBE goal.
- Disclosure of Lobbying Activities (LAPM 10-Q)

Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:

- Local Agency Proposer DBE Information (Consultant Contracts) (LAPM 10-02)
- Any other relevant forms required during the project.

Attachment: RFP Leonard Survey (RES-2021-519 : Approve RFP for Leonard Rd for Survey and Right of Way Acquisition Services)

MARIPOSA COUNTY
REQUEST FOR PROPOSALS

Leonard Road
Survey and Right-of-Way Services

Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

7. Cost Proposal

In order to assure that the County is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the proposal shall include a cost proposal (Cost Plus Fixed Fee) for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost proposal shall be submitted in a ***separate sealed*** envelope from the proposal. The cost proposal is confidential and will be unsealed after all proposals have been reviewed, and the most qualified consultant has been selected. Reference sample cost estimate in LAPM 10-H, Example #1.

Selected Consultant shall comply with Chapter 10 of the Local Assistance Procedures Manual regarding the A&E Consultant Contract Audit and Review process.

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MARIPOSA COUNTY
REQUEST FOR PROPOSALS

Leonard Road
Survey and Right-of-Way Services

SECTION III – BACKGROUND & SCOPE OF WORK

III-1. General Conditions

The County of Mariposa shall not be liable for any pre-contractual expenses incurred by any consultant, nor shall any firm include such expenses as part to the proposed cost. Pre-contractual expenses include any expense incurred by a proposal and negotiation of any terms with the County.

The County reserves the right to withdraw this RFP at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services shall be made to the firms best qualified and responsive in the opinion of the County.

Proposals may, at the County's option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain erasures or irregularities of any kind. The County reserves the right to reject any and all proposals. The County expressly reserves the right to postpone submittal opening for its convenience and to reject any and all submittals responding to this RFP.

The selected firms must agree to indemnify, hold harmless and defend the County, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the County which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.

The selected firms will be required to comply with all existing State and Federal labor laws including the applicable to equal opportunity employment provisions.

The County reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.

All responses to this RFP shall become the property of the County of Mariposa and will be retained or disposed of accordingly.

No amendments, additions or alternates shall be accepted after the submission date and time.

All documents, records, designs and specifications developed by the selected firm in the course of providing services for the Mariposa County shall be the property of the County. Anything considered to be proprietary should be so designated by the firm.

Acceptance by the County of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for services.

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MARIPOSA COUNTY
REQUEST FOR PROPOSALS

Leonard Road
Survey and Right-of-Way Services

III-2. Scope of Services

1. Project Management

The Consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the County and consultant sub-contractors, and preparing all submissions for the County. Any modifications proposed to this solicitation are welcome provided they are innovative, advanced, and well thought out methodologies and shall be identified as optional and priced out separately in the sealed fee proposal.

2. Right-of-Way Survey, Plat Maps and Legal Descriptions

After reviewing existing documents and performing a field review, Consultant shall determine all existing monuments including property lines, corners, existing centerline and then determine the best fit centerline of the dirt road. Consultant shall prepare plat maps and legal descriptions for each easement to be acquired. Consultant is responsible for ordering preliminary title reports for each property subject to acquisition.

3. CIA Technical Memo

Prior to speaking with the property owners, a NEPA document must be completed. The Consultant shall prepare a Community Impacts Technical Memorandum. The CIA Tech Memo will discuss/show proof of dedication or agreements with surrounding property owners, discuss the County's current responsibilities to the road, document and discuss the outreach efforts for the permanent easements, describe the APNs impacted and the amount of ROW to be acquired from each property.

4. Title & Escrow, Appraisal, Acquisition

Consultant shall review the PTRs and appraise the portions of the properties necessary for the project and determine the fair market value in accordance with the Uniform Act. Appraisal reports will be presented in a Waiver Valuation format. Consultant shall negotiate for the acquisition of real property after approval by the County. The County will be responsible for each Board Resolution. Consultant shall coordinate all escrow and associated escrow instructions and record the easements.

5. Record of Survey & Monumentation
Consultant shall prepare and file a Record of Survey identifying newly established easements. Right of way with reference to centerline shall be monumented.

Attachment: RFP Leonard Survey (RES-2021-519 : Approve RFP for Leonard Rd for Survey and Right of Way Acquisition Services)

MARIPOSA COUNTY
REQUEST FOR PROPOSALS

Leonard Road
Survey and Right-of-Way Services

III-3. Conflict of Interest Requirements

Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing Design Engineering Services and/or Construction Engineering Services under a contractual relationship with a construction contractor(s) on any local project listed in this Scope of Work must disclose the contractual relationship, the dates and the nature of the services. The prime consultant and its subconsultants shall also disclose any financial or business relationship with the construction contractor(s) who are working on the projects that are assigned for material Quality Assurance services through task orders on the contract.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any Design Engineering services including claim services, Lead Project Management services and Construction Engineering Services provided to all other clients on any local project listed in this Scope of Work.

In addition to the disclosures, the Consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The Consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the agency's projects' listed in this Scope of Work. The submitted documentation will be used for determining potential conflicts of interest.

If a Consultant discovers a conflict during the execution of an assigned task, the Consultant must immediately notify the County representative regarding the conflicts of interest. The County Representative may terminate the Task involving the conflict of interest and may obtain the conflicted services in any way allowed by law. Failure by the Consultant to notify the County representative may be grounds for termination of the contract.

Some examples of conflict of interest are the following:

- Certified Materials Tester(s) or Plant Inspector(s) from the same company that performs Quality Control for the Contractor and Quality Assurance for the County on the same project.
- Providing services to construction contractor's subcontractors, fabricators, equipment installer, material suppliers and other firms associated with the projects listed in the Contract can be a potential conflict of interest when such contractor teams are identified.

Attachment: RFP Leonard Survey (RES-2021-519 : Approve RFP for Leonard Rd for Survey and Right of Way Acquisition Services)

MARIPOSA COUNTY
REQUEST FOR PROPOSALS

Leonard Road
Survey and Right-of-Way Services

III-4. Selection Procedure

All proposals will be evaluated by a County Selection Committee (Committee). The Committee may be composed of County staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County's requirements as set forth in this RFP.

The selection process may include phone interviews.

Consultants are required to submit cost proposals in separate sealed envelopes with their proposals. Upon completion of the evaluation and selection process, only the cost proposal from the most qualified consultant will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to ten point rating. All the Evaluation Criteria are equally weighted. The final maximum score for any project is forty (40) points.

The following criteria will be used in evaluating consultant RFPs:

1. Understanding of the work to be done. [0-10 points]
2. Experience with similar kinds of work. [0-10 points]
3. Experience and qualifications of personnel. [0-10 points]
4. Familiarity with required Federal, State, and local standards and procedures. [0-10 points]

Submittals will be evaluated on their overall response to the specific needs of this RFP. Generalized information related to other matters and marketing materials should not be included in your proposal.

The committee will rate the initial Proposals based upon the selection criteria listed above. Upon County approval, a Professional Services Contract with the selected consultant will be executed.

Attachment: RFP Leonard Survey (RES-2021-519 : Approve RFP for Leonard Rd for Survey and Right of Way Acquisition Services)

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-520

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Agreement with Binti, Inc.

RECOMMENDATION AND JUSTIFICATION:
Approve an Annual Subscription Agreement with Bitini, Inc. to Provide Software Services for Foster Care Case Management; and Authorize the Health and Human Services Agency Director to Sign the Agreement.

Founded in 2017, Binti, Inc. (Binti) has partnerships with county and state government entities as well as private agencies across 24 states to improve foster care. For this agreement, Binti will implement its Software-as-a Service platform to allow for Mariposa County Health and Human Services Agency (HHSA) staff to track and manage ongoing paperwork and requirements for children and youth in our foster care system.

For access to Approvals Platform and Placements Platform and ongoing support and maintenance, HHSA will be assessed an $11,000 fee for each 12-month period. Fees are subject to an increase in an amount not to exceed 3% more than fees during the immediately preceding 12-month period. Beyond the initial three year term, this agreement will automatically renew for additional consecutive terms of 12 months.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Board of Supervisors does not have a prior history with Binti, Inc.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board can choose to not authorize this agreement and forego an opportunity for HHSA to ensure effective case management for foster children throughout the County.

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

ATTACHMENTS:
Binti Master Agreement_Mariposa Country_8_18_2021 (PDF)
Binti Security Plan [04.13.2021] (PDF)

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

MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Master Subscription and Services Agreement ("**Agreement**") is made as of **[_____]**, 2021 ("**Effective Date**"), between Binti, Inc. with an address at 1212 Broadway, Suite 200, Oakland, California 94612 ("**Binti**"), and Mariposa County with an address at 5362 Lemee Lane, Mariposa, CA 95338 ("**Licensee**"). Binti and Licensee will be referenced to individually herein as "**Party**" and collectively as the "**Parties**."

Binti has developed a Software-as-a-Service platform, as described at www.binti.com ("**Platform**"). The Approvals Platform allows users to apply online to become approved to foster children and allows social workers to manage their approval workflow online. The Placements Platform allows for the matching of child referrals to approved foster families. The Case Management Platform allows agencies to track and manage ongoing paperwork and requirements for children and youth in their care ("**Authorized Purpose**"). This Agreement governs a relationship whereby Binti will (i) grant Licensee access to the Platform; and (ii) perform the professional services set forth in **Exhibit A** attached hereto ("**Professional Services**," together with the Platform, the "**Services**"). Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Proprietary Rights.

(a) Platform. Subject to the terms and conditions of this Agreement, Binti hereby grants to Licensee during the Term (defined below) a non-exclusive, non-transferable and non-sublicensable license to allow its employees and contractors who have been issued valid access credentials from Binti ("**Authorized Users**") to access and use the Platform solely to help facilitate foster care and adoptions for children. Binti will provide access to the Service to Authorized Users subject to Binti's Terms of Service, and in its capacity as a data controller, will process the Authorized Users' personal information in compliance with Binti's Privacy Policy. Binti will provide Licensee with the support services set forth in **Exhibit B** attached hereto.

(b) Restrictions. Licensee will not, and will not permit any third party to: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform (except to the extent such prohibition is contrary to applicable law); (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third party except as permitted under Section 1(a); (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; or (vi) use the Platform in a manner that violates this Agreement, any third party rights or any applicable laws, rules or regulations.

(c) Binti Ownership. Except for the rights granted to Licensee in Section 1(a) above and Licensee's rights to Data (defined below), as between the Parties, Binti retains all right, title and interest, including all intellectual property rights, in and to the Platform (including all Updates thereto) and all aggregated and de-identified information that Binti's systems or applications automatically collect regarding the Platform and/or its use and/or performance (including, without limitation, de-identified Data that does not, and cannot reasonably be used to, identify Licensee or any individual) ("**Diagnostic Data**") (which, notwithstanding anything to the contrary, Binti may fully exploit). All rights that Binti does not expressly grant to Licensee in this Section 1 are reserved and Binti does not grant any implied licenses under this Section 1.

(d) Licensee Ownership. As between the Parties, Licensee owns all data, information and other materials submitted to the Platform or Binti by Licensee or Authorized Users (which, for clarity, excludes Diagnostic Data) (collectively, "**Data**"). Licensee represents and warrants that: (i) it either owns the Data or is otherwise permitted to grant the license set forth in this Section; (ii) the posting and use of Data on or through the Platform does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights, or any other rights of any person; and (iii) the posting of Data on the Platform does not result in a breach of contract between Licensee and any third party. Licensee hereby grants to Binti a non-exclusive and non-transferable (except under Section 10) license to use and host the Data, solely to provide the Services. Binti is not responsible for the content of any Data or the way Licensee or its Authorized Users choose to use the Platform to store or process any Data. Upon termination or expiration of this Agreement for any reason, Binti will permit Licensee to download all Data from the Platform in .csv format.

2. Use of the Services.

(a) Binti's Obligations. Binti will use commercially reasonable efforts to make the Service available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (defined below). Binti will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data.

(b) Licensee's Obligations. Licensee acknowledges and agrees that it is responsible for the use or misuse of the Service by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a breach by Licensee of this Agreement. Licensee acknowledges and agrees that the Licensee and Licensee's Authorized Users use

Attachment: Binti Master Agreement_Mariposa Country_8_18_2021 (RES-2021-520 : Approve Agreement with Binti, Inc.)

of the Platform is in compliance with all applicable laws, and Licensee acknowledges that Licensee assumes all risk arising from any such use that is not compliant with applicable laws.

3. Professional Services.

(a) General. Subject to Licensee's compliance with the terms and conditions of this Agreement, Binti will perform the Professional Services in accordance with any specifications set forth in **Exhibit A**. Each Party will communicate with the point of contact set forth in **Exhibit A** in connection with the Professional Services. Licensee will reasonably cooperate with Binti to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for Binti to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any Licensee obligations described in **Exhibit A** in a timely manner; and (iii) responding to Binti's reasonable requests related to Professional Services in a timely manner. Notwithstanding anything in **Exhibit A** to the contrary, Binti will not be liable for any delays in performing the Professional Services that arise, in whole or in part, from Licensee's acts or omissions, including, without limitation, its failure to comply with this Section 3(a).

(b) Intellectual Property Rights. Binti solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Binti, solely or in collaboration with others, arising out of, or in connection with, Binti performing the Professional Services, including any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing ("**Inventions**"). Binti hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right during the Term to use the portion of the Inventions that is incorporated into any deliverables that Binti provides to Licensee under **Exhibit A** solely to use any such deliverables. Binti reserves all rights not expressly granted in the prior sentence and does not grant any implied licensed under this Section 3.

4. Fees.

(a) Fees. Licensee will pay Binti [(i) $11,000 for access to the Approvals Platform and Placements Platform for each 12-month period and for Professional Services set forth in Sections 2(a)-(b) of Exhibit A hereto (collectively, "**Fees**"). All Fees will be due and payable within thirty (30) days from the date of the applicable invoice issued by Binti. Except as expressly set forth herein, all Fees are non-cancellable and non-refundable. Late Fee payments will accrue interest at the rate of one-and-one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

(b) Fee Increases. Binti in its sole discretion may increase the fees due for any 12 month period during the Term in an amount not to exceed 3% more than the fees payable during the immediately preceding term of the same length to adjust for inflation; provided, however, that Binti may increase the fees by an amount deemed necessary by Binti in its sole discretion during any Renewal Term in connection with enhancements and/or improvements made to the Platform or Professional Services.

(c) Taxes. The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any applicable taxing authorities (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes associated with its receipt of the Services (except for any Taxes based on Binti's net income).

5. Confidential Information.

(a) Definition of Confidential Information. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), that is marked in writing as "confidential" or by a similar designation. For clarity, Confidential Information of Binti also includes the Binti technology underlying the Platform and any related non-public specifications, documentation or technical information that Binti makes available to Licensee. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party without restriction prior to its disclosure by the Disclosing Party and without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without restriction and without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.

(b) Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use Confidential Information of the Disclosing Party to perform its obligations or exercise its rights under this Agreement. Except as expressly authorized by the Disclosing Party in writing, the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors or

Attachment: Binti Master Agreement_Mariposa Country_8_18_2021 (RES-2021-520 : Approve Agreement with Binti, Inc.)

agents who need such access to perform obligations under this Agreement and who agree to abide by the terms set forth in this Section 5.

(c) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. Term and Termination.

(a) Term. This Agreement will commence on the Effective Date and continue for a period of thirty-six (36) months ("**Initial Term**"). Thereafter, this Agreement will automatically renew for additional consecutive terms of twelve (12) months (each, a "**Renewal Term**," together with the Initial Term, the "**Term**"), unless either Party provides to the other a written notice, at least thirty (30) days prior to the expiration of the then-current Renewal Term, of its intention not to renew this Agreement.

(b) Termination. Either Party may terminate this Agreement for any or no reason (in its sole and absolute discretion), upon written notice to the other Party. Either Party may terminate this Agreement upon thirty (30) days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy such material breach within the thirty (30)-day notice period. Upon termination (except for termination by Binti pursuant to the immediately preceding sentence), the Licensee will have access to the Platform for the remainder of the then-current Term. Upon termination by either party for any reason, Binti will supply the Licensee with an export of the Licensee's Data.

(c) Effect of Termination. Upon expiration or termination of this Agreement for any reason, the licenses granted by each Party will automatically terminate and all outstanding Fees owed pursuant to Section 4 will become immediately due and payable. The provisions of Sections 1(b), 1(c), 2(b), 3(b), 4, 5, 6(c), 7, 8, 9, 10 and all defined terms used in those Sections will survive any expiration or termination of this Agreement.

7. Representations and Warranties.

(a) Mutual. Each Party represents and warrants that: (i) it has the right, power and authority to enter into this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(b) Licensee. Licensee further represents and warrants that: (i) it owns or otherwise has sufficient rights to the Data to grant the license set forth in Section 1(d); and (ii) no Data submitted to the Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations.

(c) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH UNDER THIS SECTION 7, THE SERVICES AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT BY BINTI ARE PROVIDED ON AN "AS-IS" BASIS, AND LICENSEE ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE SERVICES TO ACHIEVE LICENSEE'S INTENDED RESULTS, FOR THE ACCURACY AND/OR QUALITY OF ITS DATA, AND FOR ITS USE OF, AND RESULTS OBTAINED FROM, THE SERVICES. BINTI DOES NOT WARRANT THAT THE SERVICES OR ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, BINTI MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND BINTI HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING.

8. Limitations on Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (I) EXCEPT WITH RESPECT TO SECTION 9, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAYABLE TO BINTI DURING THE TERM; AND (II) EXCEPT TO THE EXTENT SUCH DAMAGES ARE PAID OR PAYABLE TO UNAFFILIATED THIRD PARTIES PURSUANT TO EITHER PARTY'S OBLIGATIONS PURSUANT TO SECTION 9, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, DATA OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR

Attachment: Binti Master Agreement_Mariposa Country_8_18_2021 (RES-2021-520 : Approve Agreement with Binti, Inc.)

OTHERWISE. THIS SECTION 8 DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. Indemnification.

(a) Licensee. If a third party asserts a claim (each, a "**Third Party Claim**") against Binti or any of its affiliates, officers, employees or contractors (each, a "**Binti Released Party**") alleging or arising from (a) that any Data infringes, violates, or misappropriates any intellectual property or proprietary right(s), (b) that any Data, or its provision to Binti, violates any applicable law or regulation, or (c) any negligent act or intentional misconduct by Licensee or any of its Authorized Users in connection with the Service, then Licensee will defend the Binti Released Party from the Third Party Claim and hold such Binti Released Party harmless from and against all damages, settlements, costs, and/or expenses, in each case, that are paid or payable to third party(ies) with respect to the Third Party Claim (including, without limitation, reasonable attorneys' fees).

(b) Binti. If a Third Party Claim is asserted against Licensee or any of its affiliates, officers, employees or contractors (each, a "**Licensee Released Party**") alleging that the Platform (not including any Data) infringes, violates, or misappropriates such third party's intellectual property or proprietary right(s) ("**Infringement Claim**"), then Binti will defend the Licensee Released Party from the Infringement Claim and hold such Party harmless from and against all damages, settlements, costs, and/or expenses, in each case, that are paid or payable with respect to the Infringement Claim (including, without limitation, reasonable attorneys' fees). In the event of an Infringement Claim, Binti, at its sole option and expense, may: (i) procure for Licensee the right to continue using the Platform or infringing part thereof; (ii) modify the Platform or infringing part thereof; (iii) replace the Platform or infringing part thereof with other software having substantially the same or better capabilities; or, (iv) if the foregoing are not commercially practicable, terminate this Agreement and repay to Licensee a pro-rata portion of the Fees. Notwithstanding the forgoing sentences of this Section 9(b), Binti will have no liability for an Infringement Claim if the actual or alleged infringement results from (a) any breach of this Agreement by Licensee or any Authorized Users; (b) any modification, alteration or addition made to the Platform by Licensee or any Authorized Users, including any combination of the Platform with software not provided by Binti; (c) any failure by Licensee or any Authorized Users to use any Updates made available by Binti; or (d) any settlements entered into by Licensee or costs incurred by Licensee for the Infringement Claim that are not pre-approved by Binti in writing.

(c) Procedures. Each Party's obligations pursuant to Sections 9(a) and 9(b) above (respectively) are expressly conditioned on: (a) the Party seeking indemnification under this Section 9 ("**Indemnified Party**") providing the other Party ("**Indemnifying Party**") with prompt written notice of the applicable Third Party Claim for which the Indemnified Party seeks indemnification; (b) the Indemnified Party reasonably cooperating in the defense and/or settlement of such Third Party Claim, at the Indemnifying Party's sole expense; and (c) the Indemnifying Party having sole control over the defense and/or settlement of such Third Party Claim. The Indemnifying Party may not agree to any settlement of any Third Party Claim against the Indemnified Party that admits wrongdoing by the Indemnified Party, or otherwise imposes any material obligation on the Indemnifying Party (not entirely covered by an indemnification obligation hereunder), without the Indemnified Party's prior express written consent, which consent will not be unreasonably withheld, conditioned or delayed. The Indemnified Party may participate in the defense of a Third Party Claim through counsel of its own choice at its own expense.

10. Miscellaneous. Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling such Party to seek injunctive relief in addition to all available remedies. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent to a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above will be void. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect. This Agreement will be governed by and construed under the laws of California without reference to its conflict of laws principles. This Agreement, including all Exhibits attached hereto, embodies the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any previous or contemporaneous communications, whether oral or written, express or implied. This Agreement may be modified or amended only by a writing signed by both Parties. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict. All waivers made under this Agreement must be made in writing by the Party making the waiver. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth above and with the appropriate postage affixed; or (ii) sent via email to the following: in the case of Binti: Felicia@binti.com; and in the case of Licensee: jsims@mariposacounty.org. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier,

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and/or on the same day a facsimile or electronic mail is sent to the recipient. Binti will not be liable or responsible to Licensee, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Binti including, without limitation, acts of God, natural disaster, denial or services attacks and/or service provider system outages (collectively, "**Force Majeure Events**"). This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.

BINTI, INC.

By: _____

Name: Jamie Gray

Title: Assistant Secretary

LICENSEE

By: _____

Name: Shannon Gadd

Title: Director, Health and Human Services Agency

Attachment: Binti Master Agreement_Mariposa Country_8_18_2021 (RES-2021-520 : Approve Agreement with Binti, Inc.)

EXHIBIT A

PROFESSIONAL SERVICES

All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement above.

1. Contact. The principal contacts in connection with the Professional Services are as follows:

Binti:	**Licensee:**
Name: Felicia Curcuru	**Name: Julianne Sims**
Title: CEO	**Title: Division Director, Human Services**
Address: 1212 Broadway, Suite 200, Oakland, California 94612	**Address: 5362 Lemee Lane, Mariposa, CA 95338**
Phone: 844-424-6844	**Phone: (209) 742-0889**
Email: partnerships@binti.com	**Email: jsims@mariposacounty.org**

2. Services. Binti will use commercially reasonable efforts to provide the following Professional Services:

(a) Data Migration. Migrate Data into the Platform based on reasonably written instructions from Licensee within 12 weeks of receiving data with documentation from Licensee.

(b) Form Customizations. Customize up to 60 documents provided to Binti by Licensee for inclusion within the Platform within 12 weeks of Licensee providing the documents.

Any additional Professional Services to be performed by Binti will be mutually agreed upon by the Parties in writing and attached to this **Exhibit A** as successively numbered Schedule "A"s (*e.g.*, Schedule A-1, Schedule A-2, etc.).

This **Exhibit A** is accepted and agreed upon as of the Effective Date set forth in the body of the Agreement.

BINTI, INC.

By: _____

Name: **Jamie Gray**

Title: **Assistant Secretary**

LICENSEE

By: _____

Name: **Shannon Gadd**

Title: **Director, Health and Human Services Agency**

Attachment: Binti Master Agreement_Mariposa Country_8_18_2021 (RES-2021-520 : Approve Agreement with Binti, Inc.)

EXHIBIT B

SUPPORT

All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement above.

1. Support. Binti will provide technical support to Licensee from 6AM-5PM Pacific Standard time Monday through Friday during the Term except for national holidays in the United States and June 19th. Support may be non-live and/or limited for up to four (4) days per year due to staff training. ("**Support**"). To request Support, Licensee must contact Binti via Live Chat within family.binti.com, via phone at 844-424-6844, or via email at help@binti.com. Support will return/answer all messages received outside of the aforementioned hours during the following business day.

(a) Provision of Support. Binti will provide Support to the following Licensee contact: **jsims@mariposacounty.org**. Binti will not be responsible for addressing or resolving Events (defined below) that Binti reasonably determines are caused by Licensee's systems or any misuse of the Platform.

(b) Events. "**Events**" are occurrences that impact the availability of the Platform, except for scheduled downtime, as determined by Binti in its reasonable discretion. Binti distinguishes among four classes of Events as follows:

(i) **Critical Event**: A complete loss of the Platform's functionality such that no user can use the Platform.
(ii) **High Event**: The Platform's functionality is materially impaired such that at least approximately 10% of users cannot use the Platform for its intended purpose. Users have major impact and minimal functionality is available.
(iii) **Medium Event**: An event not meeting the criteria of Critical or High, has a workaround available, which does not negatively impact the User from using the Platform for its intended purpose. Such errors will be consistent and reproducible. Users would lose some level of functionality but are still able to utilize the system.
(iv) **Low Event**: Any other problems or issues, without limitation, any general questions about the Platform or problems that do not rise to Critical, High, or Medium events. Most users would not notice or be impacted if not addressed.

(c) Target Resolution Times. Binti will use commercially reasonable efforts to meet the following target time frames for resolution of Events from the time Binti receives a Support request:

Event Level		Target Resolution Time
Critical		**4 hours or better**
High		**24 hours or better**
Medium **Low**		**Binti will provide a response time of 3 business days; resolution will be determined based on an agreed action/remediation plan between the Parties in writing**

(d) Scheduled Maintenance Downtime. Binti will schedule maintenance between the hours of 10PM and 4AM Pacific Standard time. Binti will provide Licensee with reasonable advance written notice of scheduled downtime. Binti may access the Platform during the scheduled maintenance downtimes for maintenance purposes and to implement Updates, bug fixes and/or any other changes that Binti deems necessary or advisable. Outside of scheduled maintenance downtime, Binti maintains a 99.95% system uptime.

(e) Resolution. If Binti has not resolved an Event within the targeted time frame, then, upon Licensee's written request, Binti and Licensee will discuss a resolution plan. From that point forward until the issue is resolved, Binti will notify Licensee's designated contact of the status of resolution at least once daily.

2. Training. The Parties may agree in writing upon commercially reasonable training that Binti will provide to Licensee Authorized Users during the Term. This may include, by way of example only, a web-based tutorial about how to use the Platform. Training will not exceed a total of 25 hours during the Term.

Attachment: Binti Master Agreement_Mariposa Country_8_18_2021 (RES-2021-520 : Approve Agreement with Binti, Inc.)

Binti's Security Plan

Binti Overview **3**

Binti Security Practices and Protocol **3**

- Regulations and security requirements 3
- Workforce Security 4
- Role-based Security Access 6
- Password Management 6
- Logging / Auditing Controls 7
- Incident Management 7
  - Agency Notification Process 7
  - Binti's Internal Security Incident Response Procedures 8
- Vulnerability / Security Assessment 10
- Application Security 11
- Application Partitioning and Multi-Tenant 11
- Anti-virus / malware controls 11
- Network Security 12
- Database Security 12
  - Data Classification 12
  - Data Backups and Retention 13
  - Data Destruction 13
- Data Integrity Requirements 13
  - Completeness, timeliness, and accuracy 13
  - Data is consistently and uniformly collected 14
  - Data is exchanged and maintained confidentially 14
  - Data is supportive of child welfare policies, goals and practices 15
  - Data is not created by default or inappropriately assigned 15
  - Data is implemented and maintained with automated functions 15
- Server and infrastructure 16
- Wireless, Remote and Mobile Access 16
- Transmission 17
- Continuous Monitoring 17
- Security Audit 18
- Change / Configuration Management and Security Authorization 18

Business Continuity **18**

- Binti Disaster Recovery Plan 18
- Disaster Recovery Policies 18
- Scope of Disaster Recovery Plan 18
- Notification List 19

Attachment: Binti Security Plan [04.13.2021] (RES-2021-520 : Approve Agreement with Binti, Inc.)

Physical Premises Incident Response 19
Staff Incident Response 20
Disaster Recovery Objectives 20
Defining Critical Systems and Services 20
General Disaster Recovery Plan 21
Notification Phase 21
Recovery Phase 21
Reconstitution Phase 22
Forensics Phase 22
Retrospective Phase 23
Reenactment / Test Phase 23
Customer Data 23
Service Availability 23
Binti Security Policy Enforcement 24
Disciplinary Action 24
Responsibility 24

Attachment: Binti Security Plan [04.13.2021] (RES-2021-520 : Approve Agreement with Binti, Inc.)

Binti Overview

Binti builds modern, mobile-friendly software driving measurable results and promoting quality practice in Child Welfare to ensure that every child has a fair chance at life. Binti's Software-as-a-Service (SaaS) platform includes multiple modules that comprise a solution for child welfare agencies to meet Comprehensive Child Welfare Information System (CCWIS) requirements.

As a cloud-based SaaS solution, Binti simply requires a modern web browser to be utilized, without relying on specific hardware and software technology requirements for agencies. Binti is efficient, intuitive, user-friendly, accessible, mobile, and reliable. Our software is engineered to prioritize security, compliance, quality, usability, efficiency, interoperability, and reporting.

Binti's software is written primarily in Ruby-on-Rails and React, backed with a Postgres database. The back-end infrastructure has been developed to accommodate multiple, flexible workflows - for example, Binti's software is used by private, county, and state agencies, many of whom outsource various services to sub-agencies that have their own access and capabilities within Binti. Binti's Engineering and Product Management team, including data and security specialists with decades of experience, are responsible for IT operations and critical business functions. Each Product Manager is responsible for the scope and prioritization of tasks that are carried out by the Engineering team with regards to each module.

Binti Security Practices and Protocol

At Binti, security was integrated into our company from the very beginning and remains a primary focus today. Security is integrated throughout the environment, from the people, to the processes, to the technology. Because we're a SaaS solution, you never have to worry that the version of your software is out of date. Our platform works optimally on the latest two browser versions of any browser. This security plan is designed to provide detail into the security practices and protocols at Binti.

Regulations and security requirements

Binti is compliant with the Center for Medicare and Medicaid Services, Internal Revenue Service (IRS) Policies, and is HIPAA compliant. HIPAA compliance information can be found within the business associate agreement (BAA), which can be provided upon request. Binti is strictly compliant with HIPAA, NIST Special Publication 800-63B, and commits to adhere to state and federal regulations and guidelines as well as industry standards and best practices for systems or functions required to support ADA usability requirements. We incorporate accessibility features, including WCAG 2.0 ADA requirements and Section 508 of the Rehabilitation Act, throughout the design, development, and testing processes. Binti is happy to provide a copy of our VPAT for reference.

Attachment: Binti Security Plan [04.13.2021] (RES-2021-520 : Approve Agreement with Binti, Inc.)

Binti has completed their SOC2 Type 1 audit, and Binti is happy to share with customers a copy of this report for reference.

The SOC2 Type 2 audit period will cover the time period of December 16, 2020 through December 15, 2021. Our auditor will begin the attestation phase of the audit in December 2021, and we plan to provide the report to agencies in Q1 2022.

Binti is hosted exclusively in Virtual Private Clouds (VPCs) on Google Cloud Platform, which leads the industry in security and compliance and is regularly audited according to HIPAA/HITRUST, SOC2, and other compliance frameworks. More info on Google's Compliance can be found here: https://cloud.google.com/security/compliance.

Workforce Security

All Binti personnel are subject to a standard criminal background check using a BSCC-accredited, NAPBS-recognized, and FCRA-compliant vendor in accordance with California state laws.

Binti conducts background checks on all incoming new employees before their start date. We partner with Checkr and check on the following: SSN Trace, Sex Offender Search, Global Watchlist Search, National Search, and County Searches.

Upon hiring, all Binti employees must read, review and sign a copy of the "Bintipedia". Bintipedia is a company handbook to inform employees of the policies and procedures at Binti and to establish and communicate the company's expectations. It is not all-inclusive but rather offers an overview of the work environment. This document includes policies regarding Acceptable Use and our security policies.

They must confirm they have read the policies within their first two weeks of work. In addition, there is a quarterly security awareness training class.All employees are required to take a (30 minute) quarterly security awareness training class and receive a passing grade. This course covers topics such as:

- Phishing
- Spear phishing
- Malicious email
- Malicious file attachments

Binti regularly tests employees with real-world phishing campaigns to ensure that the lessons learned in the training videos have been absorbed. Binti also provides specific training for engineering and systems administrations teams that covers software engineering and systems administration security best practices.

Binti employees at onboarding are required to install Vanta, our monitoring software used to

Attachment: Binti Security Plan [04.13.2021] (RES-2021-520 : Approve Agreement with Binti, Inc.)

verify several configurations, such as whether the hard drive is encrypted or a password manager is installed. Hard drive encryption using the operating systems Bitlocker or File Vault settings is required, and this is verified via Vanta. In addition asset management is performed via Vanta. Firewall is enabled on each system using the operating system's software.

Vanta is used as the anti-virus monitoring software for employees using Mac hardware, and Windows Defender is required for employees using Windows software.

Binti staff members are required to use Multi-factor authentication (MFA) when authenticating to corporate information systems. Binti staff use only hardware and software that is certified in enterprise-grade security (including full disk encryption). Our corporate premises have been audited for physical security and feature a commercial-grade intrusion detection system.

Binti customer support staff are required to complete counter-social engineering training as well as successfully complete an industry-leading Security Awareness Training program on an annual basis.

We follow the principle of least privilege when granting our employees authorization on our corporate information systems and when granting our users authorization on our products.

Employment with Binti is on an at-will basis and Binti reserves the right to discipline and/or terminate any employee who violates company policies, practices or rules of conduct. Poor performance and misconduct are also grounds for discipline or termination.

The following actions are considered grounds for disciplinary action. This list is not comprehensive, but are examples of the types of conduct this company does not tolerate. These actions include, but are not limited to:

- Engaging in acts of discrimination or harassment in the workplace;
- Possessing, distributing or being under the influence of illicit controlled substances;
- Unauthorized use of company property or assets;
- Damage, destruction or theft of company property, equipment, devices or assets;
- Removing company property without prior authorization or disseminating company information without authorization;
- Falsification, misrepresentation or omission of information, documents or records;
- Lying;
- Refusal to comply with directives;
- Failing to adequately perform job responsibilities;
- Excessive or unexcused absenteeism or tardiness;
- Disclosing confidential or proprietary company information without permission;
- Illegal or violent activity;
- Falsifying injury reports or reasons for leave;
- Possessing unauthorized weapons on premises;

Attachment: Binti Security Plan [04.13.2021] (RES-2021-520 : Approve Agreement with Binti, Inc.)

- Disregard for safety and security procedures;
- Disparaging or disrespecting supervisors and/or co-workers; and
- Any other action or conduct that is inconsistent with company policies, procedures, standards or expectations.

Binti reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case.Upon termination, an employee is required:

- to turn in all reports and paperwork required to be completed by the employee when due and no later than the last day of work;
- to return all files, documents, equipment, keys, access cards, software or other property belonging to the company that are in the employee's possession, custody or control, and turn in all passwords.

Binti will conduct an exit interview during the last week of employment.

Role-based Security Access

As a SaaS platform, role based security access is administered through login permissions. All customer data is strictly confidential to the customer. Binti staff members have only the minimum access to customer data required to perform their job functions, and all reads and writes of customer data are securely logged.

Within the application, all queries are scoped to finite sets of records in accordance to the customer's staff members roles and permissions. Binti offers comprehensive documentation thereof to ensure our business logic matches the needs of your business workflow with regards to data confidentiality. Binti has roles to grant that can be granted to an agency worker to maintain their own agency's accounts.

In addition, Binti can either do a one-time import of agency worker data given a CSV containing agency worker names and email addresses or implement Single Sign-On (SSO) of credentials. SSO eases login and simplifies provisioning and deprovisioning accounts. SSO also enhances security by reducing the number of individual credentials that users have to maintain. Given the SAML IdP Target URL and SHA1 fingerprint of agencies' certificate parameters, Binti can add this for all workers managed under the client's identity and access management environment. Binti currently supports SSO for Los Angeles County and other large agencies.

Password Management

Binti complies with NIST Special Publication 800-63-3: Digital Authentication Guidelines, which are endorsed by HITRUST.

Attachment: Binti Security Plan [04.13.2021] (RES-2021-520 : Approve Agreement with Binti, Inc.)

Binti supports Single Sign-On (SSO) of credentials, easing login and simplifying provision and deprovision accounts. SSO also enhances security by reducing the number of individual credentials that users have to maintain, and simplifies administration. Given the SAML IdP Target URL and SHA1 fingerprint of agencies' certificate parameters, Binti can add this for all workers managed under the client's identity and access management environment. Binti currently supports SSO for Los Angeles County and other large agencies. Additionally, if the user in question is in a privileged role, they must also authenticate via multi-factor authentication before proceeding. For Federation, Binti supports the SAML2 protocol.

For additional security, users are prohibited from changing their passwords from within their profile. Instead, they are allowed to request a password reset, and this spawns an email password reset link that requires the user to have access to their previously verified email Account. Binti locks accounts after 5 failed passwords attempts. Agency workers will be logged out after 12 hours of inactivity. Applicant users will be logged out after 2 weeks of inactivity.

Logging / Auditing Controls

Binti maintains internal logs in our database, as well as utilizing Google Cloud's Cloud Logging system to provide a backup, auditable, trail of access logs.

In addition, we maintain an hourly read-only backup of our databases that can be used for verification against our primary database.

Binti maintains all logs for the timeline of the service agreement

Incident Management

Binti runs enterprise-grade Security Information and Event Management (SIEM) software on all of the computers in our application environment. SIEM events are fed into a centralized and secure logging, monitoring, and alerting system. The Binti Security Team handles alerts generated by the SEIM system and triages them based on the Binti Security Operations Plan. This process results in the determination that a given event was either solved and documented or declared an incident.

In the event that a security incident is declared, Binti brings in a designated trusted advisor to assist with the investigation at that time. If any customer data were found to be affected, customers (or the appropriate organizations) would be notified at the appropriate time based on local requirements.

Agency Notification Process

Severity Level	Description	Examples	Agency Notification Options
Low or	Most issues fall under	Security incident	**Contact Methods**

Attachment: Binti Security Plan [04.13.2021] (RES-2021-520 : Approve Agreement with Binti, Inc.)

Medium (Class 3)	this category. These do not require someone to be paged or woken up in the middle of the night	related to agency (not connected to the Binti portal). Suspicious email from an individual who is stating they are from "Binti" and you are unable to confirm.	• Make a request or chat with a Customer Support representative at our Help Center. • Email us at help@binti.com • Call us toll-free at 844-424-6844.
High (Class 2)	These are problems where an adversary or active exploitation hasn't been proven yet, and an attack may not have happened, but is likely to happen.	Malicious access of business data (e.g. passwords, payment information, vulnerability data, etc.)	**Contact Methods** • Make a request or chat with a Customer Support representative at our Help Center. • Email us at help@binti.com • Call us toll-free at 844-424-6844.
Critical (Class 1)	The attackers were successful, and something was lost.	Applicant, agency, or child information is exfiltration (removed) from the Binti portal by an unauthorized person/group.	**Contact Methods** • Make a request or chat with a Customer Support representative at our Help Center. • Email us at help@binti.com • Call us toll-free at 844-424-6844.

Binti's Internal Security Incident Response Procedures

Once we are notified of an incident, our Customer Support team will create an internal incident response ticket and then notify the Security team in a secure chat channel of the incident. The Security team then reviews the initial findings and classifies the initial severity of the incident.

After classifying the severity of the incident, the Security team provides notification of incident Class and SLA. We will provide at least two (2) notifications:

1. First Response: An acknowledgement that the incident notification has been received by the Security team with a timeline on when we plan on remediating the incident and marking it as resolved.
2. Resolution Response: Notification from the Security team what actions were performed to

Attachment: Binti Security Plan [04.13.2021] (RES-2021-520 : Approve Agreement with Binti, Inc.)

resolve the incident. If the incident includes applicant data it **will not** include personally identifiable information (PII) or personal health information (PHI). It will only provide a high level description of what steps were taken to remediate the issue.

Additional emails may be set depending on the severity of the incident until the resolution and closure of the incident.

Notification to agency or applicant is provided depending on the Severity Level of the incident. These parameters are the following:

Severity Level	**Internal Triage Process**	**Target First Response Time (SLA)**	**Target Resolution Time (SLA)**
Low or Medium (Class 3)	Ticket is created in Binti's internal ticketing system and a notification message sent in a secure Security chat room. Security Engineer and Software Engineer is assigned to investigate. Acknowledgement of incident is sent to the notifier before and after resolution of incident.	72 hours	5-10 business days
High (Class 2)	Ticket is created in Binti's internal ticketing system and a notification message sent in a secure chat channel. Security Engineer and Software Engineer is assigned to investigate. A secure dedicated incident chat room is created to communicate and notify about incident statuses. Minimum of two (2) emails about the incident is sent to the notifier before and after resolution of incident. Communication from the agency's Account Management representative (by email or by phone/internal meeting) **may** be made to provide	4 hours or better	72 hours

Attachment: Binti Security Plan [04.13.2021] (RES-2021-520 : Approve Agreement with Binti, Inc.)

	additional status updates.		
Critical (Class 1)	Ticket is created in Binti's internal ticketing system and a notification message sent in a secure chat channel. Security Engineer and Software Engineer is assigned to investigate. A secure dedicated incident chat room is created to communicate and notify about incident statuses. Minimum of two (2) emails about the incident is sent to the notifier before and after resolution of incident. Communication from the agency's Account Management representative (by email or by phone/conference call) **will** be made to provide additional status updates.	1 hour or better	24 hours

Vulnerability / Security Assessment

We perform vulnerability assessments on multiple levels throughout the Binti environment:

- Static analysis is run on all code prior to release.
- A dynamic web vulnerability assessment tool is run before releases.
- A network exploitation framework tool is run on the environment prior to release.
- A software version security tool is run against the product prior to release.

Host-based network and server vulnerability assessments are performed both by Binti's hosting provider, as well as by the Binti Security Team through automated portscans conducted every two (2) weeks.

We run static vulnerability scans automatically upon every proposed code change and block changes from being integrated until we resolve issues discovered by the static scan.

Binti technical staff and a third-party security consulting firm both perform independent application, systems, and network vulnerability scans. The most recent third party comprehensive audit was conducted in October 2020 and Binti is happy to share with customers the findings of the audit.

Attachment: Binti Security Plan [04.13.2021] (RES-2021-520 : Approve Agreement with Binti, Inc.)

Binti's Security staff reviews the results of vulnerability assessments -- whether performed internally or by a third party -- within one week of test completion. We review any critical findings immediately.

We address vulnerabilities based on the severity of the issues discovered, with Criticals being addressed within 24 hours, Highs within 72 hours, Mediums within 2 business weeks, and Lows within 5-10 business days.

Application Security

Binti regularly tests the security of its environment through a combination of automated tools and practices.

- Regular network security assessments
- Regular application security vulnerability assessments
- Static code analysis before every integration and release
- Criticality-based remediation prioritization

A third-party security assessment may be arranged per client request.

Application Partitioning and Multi-Tenant

Binti employs database- and application-level constraints to guarantee that all data access and data integrity is mediated by comprehensive tenant-key checks in order to achieve strict isolation between customers. The same tenant keys also unlock Google Cloud Storage objects only for users with the appropriate tenant relationships.

Anti-virus / malware controls

Binti protects our infrastructure with an industry-leading web application firewall system for all traffic entering the application. This includes HTTP(S) inspection at the application level for common threats such as Cross-site scripting, SQL Injection, Cross-site Request Forgery, and other OWASP Top 10 attacks. All web servers live within isolated Virtual Private Cloud (VPC) networks that are highly segmented from other systems on the Internet and within the Binti infrastructure. Each Internet-facing Web server is protected by its own WAF. Each system within Binti is designed and enabled to run one and only one function within the infrastructure, and superfluous capabilities are disabled.

Intrusion detection: All data is hosted on Google Cloud, which states: "Our data centers are built with custom-designed servers, running our own operating system for security and performance. Google's 500+ security engineers, including some of the world's foremost experts, work around the clock to spot threats early and respond quickly. We get better as we learn from each incident, and even incentivize the security research community, with which we actively engage, to expose our systems' vulnerabilities." https://support.google.com/cloud/answer/6262505?hl=en.

Attachment: Binti Security Plan [04.13.2021] (RES-2021-520 : Approve Agreement with Binti, Inc.)

Google makes use of multiple antivirus engines in Gmail, Drive, servers and workstations to help identify malware that may be missed by antivirus signatures, as detailed in their whitepaper here: https://cloud.google.com/security/overview/whitepaper

Additionally, the Binti product uses ClamAV to automatically scan any uploaded documents before committing them to our servers. In the case a virus is detected, the user is warned and the file is not added to the Binti servers.

Network Security

Binti protects our infrastructure with an industry-leading web application firewall system for all traffic entering the application. This includes HTTP(S) inspection at the application level for common threats such as Cross-site scripting, SQL Injection, Cross-site Request Forgery, and other OWASP Top 10 attacks.

All web servers live within isolated Virtual Private Cloud (VPC) networks that are highly segmented from other systems on the Internet and within the Binti infrastructure. Each Internet-facing Web server is protected by its own WAF. Each system within Binti is designed and enabled to run one and only one function within the infrastructure, and superfluous capabilities are disabled.

Database Security

Data Classification

All data that is part of the Binti infrastructure and technology stack is classified according to the following categories:

- Public
- Internal
- Sensitive
- Restricted

Each classification level has separate requirements for data protection within the Binti environment. All PII and PHI belonging to both children and families is classified as Restricted, and receives the associated set of controls associated with that classification level.

Binti distinguishes between ordinary private data and sensitive private data. All private data is subject to carefully-audited and rigorously-tested access control. We avoid storing sensitive data except when absolutely required. When we are required to store sensitive data, it is subject to an additional level of encryption-at-rest and additional access control mechanisms. Examples of sensitive data are Personal Identifying Information (PII) and Protected Health Information (PHI).

Attachment: Binti Security Plan [04.13.2021] (RES-2021-520 : Approve Agreement with Binti, Inc.)

Data Backups and Retention

Binti backs up all data in the environment at least every 4 hours, and backups are rotated according to a daily, weekly, and monthly schedule. The scheduled backups are subject to automated monitoring and routine testing. Backups are stored in a minimum of two locations at all times.

Data retention is handled according to customer requirements, with data being purged within one week's time. In the event of an expungement event, data is removed within one business day.

All backups are stored using industry standard encryption and could not be restored by an attacker even in the event of a backup provider compromise.

Data Destruction

For data destruction, there are situations in which child or family data needs to be removed from the system, e.g., a court order requiring expunging of data for those who have left the system.

To accommodate these situations, a flag is present in the database to mark whether a given record needs to be expunged. Once this flag is set, those records are then removed from both production and existing backups using an automated process.

Data Integrity Requirements

Consistent with federal standards for CCWIS (i.e. 45 CFR 1355.52 (d)(5)), Binti has developed systems to support key aspects of data integrity and quality. Based on a framework of continuous quality improvement, Binti's data quality efforts will assist agencies in formulating and updating data plans for required federal biannual reviews. Accordingly, the Binti's Data Quality Plan is organized according to the key requirements outlined by the Children's Bureau, as outlined below.

Completeness, timeliness, and accuracy

Completeness

Binti's modules are developed via extensive research in multiple jurisdictions to understand the workflows of agencies, and what data fields are necessary or available at any given phase of the process. Responses are calibrated based on user research; some fields are optional, and others required, preventing users from moving on to the next screen until the necessary information is entered. Missing fields are automatically highlighted as necessary, with the recognition that caseworkers or applicants might not have all the information at the time that the data is entered. Ongoing usage and completion of data fields are monitored at the caseworker, supervisor, manager and agency level to promote accountability and allow for setting Continuous Quality Improvement (CQI) goals for complete data.

Timeliness

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Binti is designed to be used real-time and in the field, helping caseworkers do their work, rather than simply be a system of record. All the data entered into Binti and becomes immediately available for reporting and access by agency staff. We track the timestamps of items entered (but allow for adjustment of timestamps in select cases) and calculate due dates of important forms and actions by caseworkers, surfacing these in a dashboard for each worker, supervisor and administrator. Timeliness of completion of various steps in the process, as well as completion of mandated datafields, are provided in built-in reports at the caseworker, supervisor and manager level, to allow for monitoring of timeliness and setting goals for improvement.

Accuracy

Via extensive user research, Binti's has identified fields with high need for accuracy and non-duplicative data, and these are reflected in our data model. Where possible, Binti employs quick-filling dropdowns for essential data fields, combining these with adjunct text fields to provide more detail. This ensures non-duplication of data and allows for high-level analytics. On an ongoing basis, Binti examines data fields for duplicates and accuracy, and systematically reviews which data elements require additional structure or dropdown menus.

Data is consistently and uniformly collected

Binti's modules have been designed from the ground up to promote consistent and uniform collection of data from agency staff as well as private agency staff with access to the system. Common forms and required data fields are collected and integrated into the module, with careful attention that data collected for licensing is consistent in format to data that must be integrated from other systems. Staff at public and private agencies then enter data consistently and the common forms and reports populate accurately. Additional forms and data fields may be added by private agencies, but none that conflict with common data fields or forms.

Binti's carefully constructed UI also promotes consistent application of data standards, by ensuring that key terms are applied universally and that complete, clear and mutually exclusive options are selectable from dropdown menus or checkboxes. Binti systematically monitors the consistency of data, and works with agencies to update and clarify options that are unclear or misused. Trainings and guides are created or updated to include instructions on the importance of data entry as needed.

Data is exchanged and maintained confidentially

As outlined elsewhere in this document, Binti employs state of the art security and is HIPAA compliant via Google Cloud. Binti is also designed with multiple access levels for different types of users, with each user only having access to the information that they need to know in order to complete their work. Access levels are configured for each jurisdiction to ensure maximal usability while preserving confidentiality of information. In the Licensing Module, for example, Licensing workers are granted access to Home Studies as part of their duties. Many jurisdictions do not want their case carrying child welfare staff to have access to Home Studies, however, since they may contain confidential information that is not relevant to the placement decision. Access to the

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Home Study is therefore restricted for case carrying child welfare staff in those agencies. On an ongoing basis, Binti reviews access levels with agency staff to ensure that access remains accurate. Audit trails of all actions taken on a case are also created and monitored to ensure accountability.

Data is supportive of child welfare policies, goals and practices

All of Binti's modules are designed to support the federal outcome indicators related to safety, permanence and well-being. Binti's Licensing Module has also been a national leader in supporting quality practice in recruiting, approving and retaining high quality caregivers. Binti's existing functionality collects data never assembled before about prospective caregivers, foster parents and resource families, greatly enhancing the ability of agencies to monitor and improve their practice. Data on a wide range of demographics, location, preferences and characteristics of both prospective foster parents is collected and can be analyzed over time to inform recruitment and retention.

Built in reporting allows agencies to examine cohorts of applicants, youth or families over time to examine outcomes and inform Continuous Quality Improvement (CQI) efforts. Extensive mapping capability allows agency staff to easily analyze geographic patterns of youth in care, available and prospective placements, etc .

Data in all of Binti's dashboards is also sortable and filterable by multiple factors, enhancing the ability of the agency to conduct checks of data quality. Filtered data from the dashboards can also be instantly downloaded in .csv format, supporting custom reports for monitoring data quality.

Data is not created by default or inappropriately assigned

Binti's has carefully designed the data fields in the modules to avoid any default settings, and creates prompts on dashboards when data is missing or has not been completed. Missing data fields are typically signified in the UI using a "?" symbol or some other signifier of missing data. Data that is pre-populated based on earlier responses is editable only by users with appropriate levels of access. Binti also avoids duplicate data entry.

Data is implemented and maintained with automated functions

All of Binti's products include an array of automated functions to assist in maintaining high quality data and prompting users to complete data entry in a timely manner.

Examples include:

- Real-time automated drop down menus for fields (such as name fields) with high probability of duplicated or misplaced records. These provide information for the user to ensure they are accurately entering information and associating it with the correct person or data object.
- Built in visual cues and warning messages/prompts for missing or misconfigured data.
- Online videos and guides for users to instantly learn about proper data entry procedures.

Attachment: Binti Security Plan [04.13.2021] (RES-2021-520 : Approve Agreement with Binti, Inc.)

- Integrated dashboards for applicants and staff that provide visual representations of missing data and due dates and allow them to use one click to address the areas that require additional data entry or other actions.
- Configurable email reminders for staff and applicants that automatically remind them when documents or requirements are due and allow them to access the necessary item in Binti by clicking on the email and securely logging in.
- Real-time reports on completion of online forms and data fields so that supervisors, managers and administrators can monitor progress and develop continuous quality improvement plans for data quality.

Server and infrastructure

Our data centers are monitored 24/7 by high-resolution interior and exterior cameras that can detect and track intruders. Access logs, activity records, and camera footage are reviewed in case an incident occurs. Data centers are also routinely patrolled by experienced security guards who have undergone rigorous background checks and training. All data is stored within the continental United States.

Binti is hosted exclusively in Virtual Private Clouds (VPCs) on Google Cloud Platform, which leads the industry in security and compliance and is regularly audited according to HIPAA/HITRUST, SOC2, and other compliance frameworks.More info on Google's Compliance can be found here: https://cloud.google.com/security

Wireless, Remote and Mobile Access

Binti staff members are required to use Multi-factor authentication (MFA) when authenticating to corporate information systems. Binti staff use only hardware and software that is certified in enterprise-grade security (including full disk encryption). Our corporate premises have been audited for physical security and feature a commercial-grade intrusion detection system.

Binti is also currently working to implement MFA across agencies. Agencies have the ability to add an unlimited number of staff or applicant user accounts within Binti. There are currently 10+ access levels for staff and contracted agency users, allowing individually tailored access to the system with different access rights. If additional access levels are needed, they can be created to meet the necessary specifications. Agency-specified levels of access can create and manage new users and within Binti and their access level.

Binti employs modern tools to manage user accounts and access, and allows for updating of information and password reset by users. Binti's system allows a user to request and reset an existing password, providing a new password via email notification with a one-time link to modify the password. Strong password requirements are integrated into this process. Two Factor Authentication can also be employed. Binti has successfully integrated with a variety of Single Sign On (SSO) systems with our existing customers.

Attachment: Binti Security Plan [04.13.2021] (RES-2021-520 : Approve Agreement with Binti, Inc.)

As mentioned, MFA is required for any access to Binti's internal system - including our GCP environment and our Github Code Repository. In the near future, we will be enabling VPN across all sensitive infrastructure.

Transmission

Binti has an Application Programming Interface (API) that allows for bi-directional data flow and has been used to interface with other large data systems. Binti's API is HTTPS-based, speaks JSON and XML, and conforms to RESTful principles. The API supports WebHooks in order to easily support soft real-time bidirectional data synchronization between Binti and other systems. We generate authentication tokens on request which are unique for each user. The user can make an api request along with this authentication token.

Binti stores all customer data with industry-standard AES-256 block encryption in our Google Cloud Virtual Private Cloud (VPC), and transmits data exclusively with the industry-standard HTTPS (HTTP over TLS) protocol secured by an Extended Validation (EV) certificate with an RSA-2048 key and SHA-256 signature, enforcing HTTPS at the edge and at the application level, using HTTP Strict Transport Security (HSTS). At rest the credentials are stored on a volume encrypted with AES-256, and in transit the credentials are secured with TLS with a RSA-2048 key and SHA-256 signature. Binti securely stores all data within Google Cloud. Upon written request by the county, Binti can recursively destroy complete or specific data via custom written Ruby scripts.

Binti automatically does hourly backups to ensure that data is securely maintained on an on-going basis. Furthermore, Data can also be retrieved via CSV file or via our API at any time. Binti creates hourly data backups of the data within the platform, and can retrieve copies of previous data upon request. Binti's API can be employed to extract data from Binti at any intervals to a data archive. For example, Binti's API is currently configured to provide regular back-up data to local databases in Los Angeles County and other agencies.

Continuous Monitoring

Binti runs enterprise-grade Security Information and Event Management (SIEM) software on all of the servers in our application environment. SIEM events are fed into a centralized and secure logging, monitoring, and alerting system. The Binti Security Team handles alerts generated by the SIEM system and triages them based on the Binti Security Operations Plan. This process results in the determination that a given event was either solved and documented or declared an incident.

In the event that a security incident is declared, Binti brings in a designated trusted advisor to assist with the investigation at that time. If any customer data were found to be affected, customers (or the appropriate organizations) would be notified at the appropriate time based on local requirements.

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Security Audit

Security testing is performed at least annually, and takes multiple forms: A full application vulnerability assessment, user access control auditing, and information security policy review. All security testing of this type is performed by industry-leading third-party vendors. Binti technical staff and a third-party security consulting firm both perform independent application, systems, and network vulnerability scans. The most recent third party comprehensive audit was conducted in October 2020 and Binti is happy to share with customers the findings of the audit.

Change / Configuration Management and Security Authorization

All systems in the environment are built using an approved configuration policy that includes authentication, access control, data storage, data encryption, and key management.

Binti employs industry-standard tools to automate configuration management in such a way that we can easily test configuration changes prior to production, rollback configuration changes to the last known-good state in case an issue develops, and track the history of configuration over time.

These configurations include security hardening of authentication, access control, data storage, encryption, key management, etc. These configuration options are regularly checked to ensure that all instances active in the environment are secure against intrusion.

Business Continuity

Binti Disaster Recovery Plan

The Binti Disaster Recovery Plan (“DRP”) establishes procedures to recover Binti operations following a disruption resulting from a disaster. The types of disasters contemplated by this plan include natural disasters, political disturbances, man made disasters, external human threats, and internal malicious activities. This DRP is maintained by the security team.

Disaster Recovery Policies

Binti performs testing of the Disaster Recovery Plan annually. The security team is responsible for coordinating and conducting rehearsals of this Disaster Recovery Plan annually. This policy and plan must be updated at least annually with additional playbooks taking into account new risks of disasters learned through testing and reenactment of past disaster incidents.

Scope of Disaster Recovery Plan

This policy includes all resources and processes necessary for service and data recovery, and covers all information security aspects of business continuity management.

Attachment: Binti Security Plan [04.13.2021] (RES-2021-520 : Approve Agreement with Binti, Inc.)

The following conditions must be met for this plan to be viable:

1. All equipment, software and data (or their backups/failovers) are available in some manner.
2. If an incident takes place at the organization's physical location, all resources involved in recovery efforts are able to be transferred to an alternate work site (such as their home office) to complete their duties.

This plan does not cover the following types of incidents:

1. Incidents that affect customers or partners but have no effect on Binti's systems. In this case, the customer must employ their own continuity processes to make sure that they can continue to interact with Binti systems.
2. Incidents that affect cloud infrastructure suppliers at the core infrastructure level, including but not limited to Google, Slack, and Google Cloud. The organization depends on such suppliers to employ their own continuity processes.

Notification List

In the event of a disaster, notify the people identified in the Binti line of succession.

Physical Premises Incident Response

In the event that Binti's headquarters at 1212 Broadway, Suite 200, Oakland, CA is functionally impaired, staff members will report to individually-designated off-site locations (at least one in the Bay Area and one beyond) that have been previously vetted for physical security and secure broadband access.

Binti maintains an asset registry of equipment like corporate laptops, and for each vital asset, maintains a replacement plan to procure and bootstrap a suitable substitute within 24 hours anywhere in the United States.

The Binti team's everyday operating workflow is designed not to depend on physical co-location of team members. Binti can operate our services with zero negative impact to our customers indefinitely during periods of physical distribution of the Binti team. We test our workflow and procedures by cycling employees through remote stints as well as with an annual drill during which Binti's headquarters is closed and employees report to their individual backup sites.

Binti performs annual fire and earthquake drills and compulsory trainings at our Oakland headquarters in order to ensure the well-being and safe and timely evacuation of our employees in the event of a fire or an earthquake.

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Staff Incident Response

Binti's corporate organization is structured such that for every employee role there exists an alternate employee on the team that can substitute for the role in the event that an incident renders the primary employee unable to work. For particularly critical roles, Binti's plan includes two alternate team members (one of whom may be a contractor). A finite line of succession protocol is maintained in order to facilitate prompt action to resolve incidents affecting corporate officers and other key decision makers.

If the loss of the employee is determined to be long-term or permanent, Binti will use an accelerated recruitment plan to suitably fill the impacted role with a long-term replacement.

Binti's IT infrastructure and operational practices are designed to collect and exchange corporate knowledge in a secure central repository to further mitigate the impact of staff incidents.

Disaster Recovery Objectives

The objectives of this plan are the following:

- Identify the activities, resources, and procedures needed to carry out Binti's processing requirements during prolonged interruptions to normal operations.
- Identify and define the impact of interruptions to Binti's systems.
- Assign responsibilities to designated personnel and provide guidance for recovering Binti operations during prolonged periods of interruption to normal operations.
- Ensure coordination with other Binti staff who will participate in the contingency planning strategies.
- Ensure coordination with external points of contact and vendors who will participate in the contingency planning strategies. Please see Binti's critical contacts on Binti's Business Continuity Plan.

Defining Critical Systems and Services

From a disaster recovery perspective, Binti defines two categories of systems:

Non-Critical Systems

These are all systems not considered critical by the definition below. These systems, while they may affect the performance and overall security of Critical Systems, do not prevent Critical Systems from functioning and being accessed appropriately. Non-Critical Systems are restored at a lower priority than Critical Systems. Examples of Non-Critical Systems include analytics servers.

Critical Systems:

These systems host application servers and database servers or are required for the functioning of systems that host application servers and database servers. These systems, if unavailable, affect the integrity of data and must be restored, or have a process begun to restore them, immediately upon becoming unavailable.

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The following services and technologies are considered to be critical for Binti business operations, and must immediately be restored (in priority order):

1. Production infrastructure
2. Transit infrastructure
3. Build and deployment infrastructure

General Disaster Recovery Plan

While specific playbooks are available for specific scenarios, there are overall rules of engagement whenever a disaster incident needs to be opened.

Notification Phase

This phase addresses the initial actions taken to detect and assess damage inflicted by a disruption to Binti. The notification sequence is listed below:

1. The first person to report the disaster should notify the security team lead.
2. The security team lead is to notify team members referenced above in the Notification List section.
3. Based on the damage assessment, if Binti will be unavailable to customers for more than 24 hours the security team lead will declare that a disaster has occurred and that the Disaster Recovery Procedure has been activated. The security team lead also has the discretion to activate the Disaster Recovery Procedure based on other criteria.
4. In the event customer data has been compromised, customers must be notified no later than 72 hours after the incident is reported.
5. Once the Disaster Recovery Procedure has been activated, the security team lead should notify relevant personnel and executive leadership on the general status of the incident. Notification can be conducted over chat, email or phone. The security team lead may also notify the Binti operations team if the disaster involves the Binti premises or is related to Binti employees.
6. If the Disaster Recovery Procedure has not been activated, the Recovery and Reconstitution phases will not be performed. Instead, the security team lead and necessary team members will perform all appropriate tasks under Binti's Incident Response Plan.
7. Either the security team lead or someone they select will document who was contacted and when, and will summarize each call.

Recovery Phase

This phase covers the recovery of the application at an alternate site. If the disaster involves both Critical Systems and Non-Critical Systems, the Binti security team may prioritize the recovery of Critical Systems and proceed to the Reconstitution Phase for the Critical Systems before Non-Critical Systems have completed the Recovery Phase. This phase consists of the following tasks, some of which can be run in parallel:

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1. Assess damage to affected environments, prioritizing critical systems first. Document observations.
2. If possible, back up the affected environments in a forensically sound manner. Do not alter affected systems and applications in any manner.
3. Verify that previous backups of critical databases and systems recovery points are available before moving on to the Reconstitution Phase.

Reconstitution Phase

This phase consists of activities necessary for restoring Binti operations to the original operating state (or permanently move operations to the new site or state, if necessary). If the disaster involves both Critical Systems and Non-Critical Systems, the Binti security team may prioritize reconstituting the Critical Systems before beginning reconstitution of the Non-Critical Systems. This phase consists of the following tasks, some of which can be run in parallel:

1. Begin replication of new environment using previously confirmed backups using automated and previously tested scripts.
2. Binti utilizes multiple availability zones; however, if the primary region is unavailable replicated backups should be used to create a production environment in the failover region.
3. Test new environment using pre-written tests.
4. Test logging, security and alerting functionality.
5. Verify that systems are appropriately patched and up to date.
6. Deploy new environment to production.
7. Update DNS to new environment.

Forensics Phase

This phase consists of activities related to finding out the cause of the disaster, in cases where it is not immediately apparent. Upon the disaster incident being addressed, with customer data and Binti operating infrastructure recovered and restored, it is appropriate to start the Forensics Phase. This phase consists of the following tasks, some of which can be run in parallel:

1. Ensure all logs from all systems, applications and databases involved in the incident have maintained their integrity in the centralized log repository.
2. If some logs did not reach the central log repository, ensure that missing system, database and application logs are retrieved. Pay attention to time keeping and clock settings, so logs from different sources can be reconciled.
3. If applicable, transfer data to a log analyzer or test instance.
4. Target network, system, and user action logs for analysis. Analyse all logs manually or with tools, tests, and scripts that have already been previously tested.
5. Document all significant findings in the timeline.

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Retrospective Phase

A retrospective of an event such as a disaster recovery incident allows for all parties to understand what happened in a clear and blame-free manner. A retrospective meeting should occur within 7 days after such an incident has occurred.

1. All relevant parties and system owners should be identified and invited to a retrospective meeting.
2. A draft agenda and disaster timeline should be sent to everyone before the retrospective meeting.
3. Retrospectives are best facilitated with an unbiased third party who was not involved with working the incident. The facilitator should ask questions of meeting participants to illuminate the severity, impact, and any follow-ups.
4. Document the retrospective meeting.
5. Produce an incident report from the retrospective agenda, timeline, and meeting notes.

Reenactment / Test Phase

Unanticipated disasters are unlikely to have documented steps for resolution. Once an unanticipated incident concludes, it should be reenacted to analyze and document how to better respond in the future. If applicable:

1. Run a simulation of the event, as understood by the retrospective meeting notes, timeline, and report. The simulation can be run with people involved or uninvolved with the disaster.
2. While running the simulation, a pre-assigned note taker should write down ideas to prevent and mitigate a similar event.
3. After the reenactment, a new and specific disaster recovery procedure should be created.

Customer Data

Binti replicates complete backups of customer data to multiple geographically-disparate Google Cloud datacenters located in the United States. Binti's system is currently engineered to a recovery point objective of 60 minutes.

In the event of a disaster affecting our primary datacenter, customer data will be safely recovered from a secondary datacenter. Binti performs automated tests of our data recovery procedure every month.

Service Availability

Binti maintains resources in a second geographically-disparate Google Cloud datacenter in order to promptly recover service in the event of a disaster. Binti's system is currently engineered to a recovery time objective of 120 minutes.

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In the event of a disaster affecting our primary datacenter, Binti will prepare our secondary system with the latest backup data, perform sanity checks, and redirect customers from the primary system. Binti performs automated tests of our service availability recovery procedure every month.

For additional information see: https://cloud.google.com/security/.

Binti Security Policy Enforcement

Disciplinary Action

Employees who violate Binti security policies may face disciplinary consequences in proportion to their violation. Binti management will determine how serious an employee's offense is and take the appropriate action.

Responsibility

The Binti Security team is responsible for ensuring this plan is followed.

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MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

ORDINANCE 2021-1166

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Adopt an Ordinance: Multi-County Managed Medical Care Commission

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RECOMMENDED ACTION AND JUSTIFICATION:
Waive the Second Reading and Adopt an Ordinance Adding Chapter 2.114 to Title 11 of the Mariposa County Code, Titled "Santa Cruz-Monterey-Merced-San Benito-Mariposa Multi-County Managed Medical Care Commission".

BACKGROUND AND HISTORY OF BOARD ACTIONS:
September 15, 2021: The ordinance was introduced.

April 20, 2021: The Mariposa County Board of Supervisors approved the submission of a Letter of Intent, in collaboration with Central California Alliance for Health (the Alliance), to change the county's Medi-Cal Managed Care (MCMC) plan to a County Organized Health System (COHS) model. On August 10, 2021, the Board of Supervisors received further information from and engaged in a discussion with Stephanie Sonnenshine, CEO for The Central California Alliance for Health, regarding the details involved in transitioning to the health plan and outlining the next steps - should the County decide to change MCMC models. These next steps include the introduction and adoption of an ordinance that would support Mariposa County joining the Multi-County Managed Care Commission and partnership with the Alliance.

The ordinance is a requirement of the State Department of Health Care Services (DHCS) for the process of changing the current county managed care plan model. On August 31, 2021, DHCS provided a letter offering conditional approval to Mariposa County and The Alliance. This approval and transition to a Multi-County Managed Care Commission is contingent upon the approval of the Mariposa County Board of Supervisors.

California's Medicaid program, Medi-Cal, is the largest state Medicaid program in the nation. Medi-Cal is a key source of health coverage in the state and the main source of coverage for low-income children, adults, and people with disabilities. The State is now approaching the end of the current managed care agreements (ending December 31, 2023) and counties are being given the opportunity to change their current "Plan Models".

For several decades Medi-Cal has been transitioning away from fee-for-services (FFS) payment and delivery system to one that relies on risk-based managed care. In 2010 the Affordable Care Act (ACA) was signed into law with the intention to increase the quality and affordability of health insurance, expand public and private insurance

coverage and reduce to costs of healthcare. In 2013-2014 Medi-Cal Managed Care was expanded to 28 rural counties, including Mariposa. Mariposa County currently operates Managed Care Medi-Cal under a Regional Model and utilizes Anthem Blue Cross and California Health and Wellness as its Medi-Cal delivery systems. Approximately 34% of Mariposa County residents are covered by Medi-Cal.

The Mariposa County Health & Human Services Agency has explored the opportunity to partner with the Central California Alliance for Health (the Alliance) to review the process of forming a County Organized Health System (COHS) with the Alliance as the Managed Care Organization (MCO) that would manage payment and delivery for our local Medi-Cal beneficiaries. The Alliance's COHS model plan was established in 1996 and currently serves Medi-Cal beneficiaries in Santa Cruz, Monterey, and Merced counties. An ordinance to join the Alliance program was introduced to the San Benito County Board of Supervisors on August 31, 2021.

The COHS model offers direct, local participation in the design strategies, local priority setting, benefit scope, service quality, and management of the public health plan through local representation on the Managed Medical Care Commission. This results in the delivery of innovative community-based health care services, greater preventive care, better medical outcomes, and cost savings. The Alliance is governed with local representation from each county on its Managed Medical Care Commission.

The Alliance offers significant advantages over the current plans for Mariposa County Medi-Cal beneficiaries and local healthcare providers. The Alliance works in partnership with contracted providers to promote prevention, early detection, and effective treatment, and improves access to quality health care for the Medi-Cal beneficiaries it serves. As the single Medi-Cal managed care plan operating in the county, consumers and providers will benefit from the availability of a locally governed, public, not for profit health plan that invests in its community.

Mariposa County Health and Human Services leadership, staff, and local healthcare partners recommend the move to a COHS model with the Central California Alliance for Health as the provider, to benefit our county Medi-Cal beneficiaries and our healthcare community.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not approve the proposed ordinance, Mariposa County will not have the opportunity to change its Managed Care Medi-Cal Health Plan.

ATTACHMENTS:
Draft Ordinance Multi County Managed Medical Care Commission.MT (PDF)
HHSA PowerPoint Presentation - COHS9.15.21 (PDF)
PUBLIC INPUT - Emai from Les Ybarra, President of California Medicaidl (PDF)

RESULT: **INTRODUCED [UNANIMOUS]** **Next: 9/21/2021 9:00 AM**
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

ORDINANCE ADDING CHAPTER 2.114 TO TITLE 2 OF THE MARIPOSA COUNTY CODE TO ESTABLISH THE SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION

The Board of Supervisors of Mariposa County hereby finds and declares the following:

WHEREAS, pursuant to Welfare and Institutions Code Section 14087.54, any county or counties may establish a special Commission in order to meet the problems of the delivery of publicly assisted medical care in the county or counties and to demonstrate ways of promoting quality care and cost efficiency; and

WHEREAS, the Santa Cruz-Monterey-Merced Managed Medical Care Commission is a multi-county commission that has created a managed health care plan for Medi-Cal recipients; and

WHEREAS, the Commission wishes to expand to include San Benito County and Mariposa County; and

WHEREAS, this Board deems it appropriate to join the Commission and form a new Managed Medical Care Commission that will include San Benito and Mariposa Counties;

NOW THEREFORE the Board of Supervisors of the County of Mariposa ordains as follows:

SECTION I

2.114.010 Established.
2.114.020 Purpose.
2.114.030 Membership.
2.114.035 Membership composition.
2.114.040 Bylaws.
2.114.050 Quorum.
2.114.060 Status and power of the Commission.
2.114.080 Reports.
2.114.090 Vacancies.
2.114.100 Severability.

2.114.010 Established.

Pursuant to California Welfare and Institutions Code Section 14087.54, there is created the Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission. This Commission is a multi-county commission representing Santa Cruz, Monterey, Merced, San Benito and Mariposa Counties. The Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission shall be established effective on that date that all five

counties have in effect substantially similar ordinances creating the Commission and a quorum of said Commission's members have met to conduct its initial public meeting. Upon the establishment of the Commission, all of the rights, duties, privileges, and immunities vested in Mariposa County by Welfare and Institutions Code Section 14087.5 et seq. (Division 9, Part 3, Chapter 7, Article 2.8) are instead transferred to and vested in the Commission, and shall continue to be so vested until Mariposa County formally terminates its participation in the Commission. Any action to terminate participation must be preceded by a 90-day notice to the other member counties and notice to the State Department of Health Care Services as set forth in Welfare and Institutions Code Section 14087.54 (g).

2.114.020 Purpose.

(A) The purpose of the Commission is to negotiate exclusive contracts with the California Department of Health Care Services and to arrange for the provision of health care services to qualifying individuals in Santa Cruz County, Monterey County, Merced County, San Benito County and Mariposa County who lack sufficient annual income to meet the cost of health care, and whose other assets are so limited that their application toward the cost of health care would jeopardize the person or family's future minimum self-maintenance and security, pursuant to Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code.

(B) The Commission shall design and operate a program that:

(1) Delivers primary care via a contracted provider network which significantly improves access to primary care and related specialty and ancillary services for enrolled Medi-Cal recipients;

(2) Includes mechanisms for assuring that Commission-financed medical care services meet appropriate quality of care standards;

(3) Incorporates a plan of service delivery and implements reimbursement mechanisms which will promote the long-term viability of a locally operated Medi-Cal managed care system and participating "safety net" providers herein defined as Medi-Cal disproportionate share hospitals, County clinics and licensed community clinics;

(4) Implements a financial plan which includes the creation of a prudent reserve within three years of commencing operations, and which provides that if additional surplus funds accrue, they shall be used to expand access, improve benefits and augment provider reimbursement;

(5) Gives a high priority to increasing prevention, education, and early intervention services for enrolled recipients;

(6) Ensures that all program obligations, statutory, contractual or otherwise, shall be the obligations of the program and shall not be the obligations of Santa Cruz County, Monterey County, Merced County, San Benito County, Mariposa County or the State;

(7) Implements programs and procedures to ensure that a high level of member satisfaction is maintained.

(C) The Commission shall also be authorized to contract with public insurers, payors or plan sponsors to offer and/or administer their health care programs and to contract with private insurers or plan sponsors to administer their health care programs.

2.114.030 Membership.

(A) The Commission shall consist of a maximum of 25 voting members who, with the exception of the director or designee of the Health Department (or Health Services Agency) who shall work in the respective county and be appointed by the respective Board of Supervisors, shall be legal residents of the County of Santa Cruz appointed by the Board of Supervisors of Santa Cruz County, legal residents of Monterey County appointed by the Board of Supervisors of Monterey County, legal residents of Merced County appointed by the Board of Supervisors of Merced County, legal residents of San Benito County appointed by the Board of Supervisors of San Benito County, and legal residents of Mariposa County appointed by the Board of Supervisors of Mariposa County. The Commission shall be generally representative of the diverse skills, backgrounds, interests, and demography of persons residing in each county.

(B) Each member of the Commission shall have a commitment to a health care system which seeks to improve access to high quality health care for all persons, regardless of their economic circumstances, and which in fact delivers high quality care, and which in fact is financially viable. Members of the Commission shall likewise have an abiding commitment to, and interest in, a quality publicly assisted health care delivery system.

(C) The number of voting members of the Commission shall be based upon the number of Medi-Cal beneficiaries within each county and includes a maximum of five (5) members within a county with the number of Commissioners within a county and Commission representation categories determined according to the following formula:

1) Zero (0) to fifteen thousand (15,000) Medi-Cal beneficiaries within the county equals one (1) commission seat to be filled by the Director of the County Health Department (or Health Services Agency) or their designee;

(2) Fifteen thousand (15,000) to thirty thousand (30,000) Medi-Cal beneficiaries within the county equals two (2) commission seats to be filled as follows:

a) The Director of the County Health Department (or Health Services Agency) or their designee; and

b) One (1) at large representative of either the health care provider population or the population of beneficiaries to be served by the Commission.

(3) Thirty thousand (30,000) to forty-five thousand (45,000) Medi-Cal beneficiaries within the county equals three (3) commission seats to be filled as follows:

a) The Director of the County Health Department (or Health Services Agency) or their designee

b) One person representing health care providers; and

c) One person from the public representing the population of beneficiaries to be served by the Commission.

(4) Forty-five thousand (45,000) to sixty-thousand (60) Medi-Cal beneficiaries within the county equals four (4) commission seats to be filled as follows:

a) The Director of the County Health Department (or Health Services Agency) or their designee;

b) One member of the Board of Supervisors;

c) One person representing health care providers; and,

d) One person from the public representing the population of beneficiaries to be served by the Commission.

(5) 60,000 or more Medi-Cal beneficiaries within the county equals five (5) commission seats to be filled as follows:

a) The Director of the County Health Department (or Health Services Agency) or their designee;

b) One member of the Board of Supervisors;

c) One person representing health care providers;

d) One person from the public representing the population of beneficiaries to be served by the Commission; and

e) One at large representative of either the public representing the population of beneficiaries to be served by the Commission or one person representing health care providers.

(D) Any deletion of commissioners required based upon a change in the population of Medi-Cal beneficiaries within a county will be achieved through attrition, with a maximum of two (2) years to come into compliance with the membership provisions of this Chapter.

(E) Commissioners shall be appointed by majority vote of the Board of Supervisors of the respective county. Any Commission member may be removed from office by a four-fifths vote of the Board of Supervisors of the County originally appointing that member.

(F) Commissioners appointed by the Mariposa County Board of Supervisors shall serve terms of four years, with the exception of the initial selection of members. The majority of the Commission members initially appointed by the Mariposa County Board of Supervisors shall serve terms commencing on January 15th of the year in which the fourth district supervisor began a full term. The remaining members initially appointed shall serve terms commencing on January 15th of the year in which the fifth district supervisor began a full term. The initial appointment terms shall be drawn by lots. At the conclusion of a term, a member may be reappointed to a subsequent four-year term or terms.

2.114.035 Membership composition.

The Board of Supervisors declares that the individuals representing health care providers appointed to the Commission are intended to represent and further the interests of said providers, and that such representation and furtherance will ultimately serve the public interest. Accordingly, the Board finds that for purposes of determining whether any such Commissioner has a "financial interest" within the meaning of Government Code Section 87100., the industry, profession, and providers are tantamount to and constitute the public generally within the meaning of Section 87103 of the Government Code.

2.114.040 Bylaws.

Procedures for the conduct of business not otherwise specified in this chapter, including provisions for the creation of standing committees, shall be contained in bylaws adopted by the Commission and submitted to the Board of Supervisors of each County for final approval.

2.114.050 Quorum.

A majority of the appointed members of the Commission (excluding any positions that are vacant) shall constitute a quorum, and no act of the Commission shall be valid unless a majority of those members appointed and not disqualified from voting due to a conflict of interest concur therein. Any act of the Commission shall be accomplished by a roll call vote when such a vote is requested by any member in attendance.

2.114.060 Status and power of Commission.

(A) The Commission shall be considered an entity separate from the County of Santa Cruz, the County of Monterey, the County of Merced, the County of San Benito and the County of Mariposa. The Commission shall have all of the powers made available generally to commissions under Welfare and Institutions Code Section 14087.54. The Commission shall have the power to acquire, possess, and dispose of real or personal property, as may be necessary for the performance of its functions, to employ personnel and contract for services to meet its obligations, and to sue or be sued. Any obligations of the Commission, statutory, contractual, or otherwise, shall be the obligations solely of the Commission and shall not be the obligations of the County of Santa Cruz, the County of Monterey, the County of Merced, the County of San Benito, or the County of Mariposa.

2.114.080 Reports.

(A) The Commission shall submit an annual report to each respective Board of Supervisors and County Administrative Office on or before January 31st of each year. The report shall highlight the activities, accomplishments, and future goals of the Commission.

(B) Any of the respective Boards of Supervisors may request that the Commission submit progress reports and recommendations at any time.

2.114.090 Vacancies.
Vacancies occurring in the Commission shall be filled by the Board of Supervisors of the appointing County for the remainder of the unexpired term only.

2.114.100 Severability.
The provisions of this chapter are severable. If any section, paragraph, sentence, phrase, or word of this chapter is declared invalid for any reason, that decision shall not affect any other portion of this chapter, which shall remain in full force and effect.

SECTION II

This ordinance shall take effect thirty (30) days after its final passage pursuant to the provisions of Government Code Section 25123.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this ____ day of September 2021 by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

ABSTAIN: SUPERVISORS

_____

MARSHALL LONG, Chair

Board of Supervisors

ATTEST:

_____

René LaRoche

Clerk of the Board

APPROVED AS TO FORM:

_____

Steven W. Dahlem

County Counsel

Attachment: Draft Ordinance Multi County Managed Medical Care Commission.MT [Revision 2] (2021-ORD-1166 : Adopt an Ordinance: Multi-

MARIPOSA COUNTY ORDINANCE NO. ____

ORDINANCE ADDING CHAPTER 2.114 TO TITLE 2 OF THE MARIPOSA COUNTY CODE TO ESTABLISH THE SANTA CRUZ-MONTEREY-MERCED-SAN BENITO-MARIPOSA MANAGED MEDICAL CARE COMMISSION

The Board of Supervisors of Mariposa County hereby finds and declares the following:

WHEREAS, pursuant to Welfare and Institutions Code Section 14087.54, any county or counties may establish a special Commission in order to meet the problems of the delivery of publicly assisted medical care in the county or counties and to demonstrate ways of promoting quality care and cost efficiency; and

WHEREAS, the Santa Cruz-Monterey-Merced Managed Medical Care Commission is a multi-county commission that has created a managed health care plan for Medi-Cal recipients; and

WHEREAS, the Commission wishes to expand to include San Benito County and Mariposa County; and

WHEREAS, this Board deems it appropriate to join the Commission and form a new Managed Medical Care Commission that will include San Benito and Mariposa Counties;

NOW THEREFORE the Board of Supervisors of the County of Mariposa ordains as follows:

SECTION I

2.114.010 Established.
2.114.020 Purpose.
2.114.030 Membership.
2.114.035 Membership composition.
2.114.040 Bylaws.
2.114.050 Quorum.
2.114.060 Status and power of the Commission.
2.114.070 Reports.
2.114.080 Vacancies.
2.114.090 Severability.

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(A) The purpose of the Commission is to negotiate exclusive contracts with the California Department of Health Care Services and to arrange for the provision of health care services to qualifying individuals in Santa Cruz County, Monterey County, Merced County, San Benito County and Mariposa County who lack sufficient annual income to meet the cost of health care, and whose other assets are so limited that their application toward the cost of health care would jeopardize the person or family's future minimum self-maintenance and security, pursuant to Chapter 7 of Part 3 of Division 9 of the Welfare and Institutions Code.

(B) The Commission shall design and operate a program that:

(1) Delivers primary care via a contracted provider network which significantly improves access to primary care and related specialty and ancillary services for enrolled Medi-Cal recipients;

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(3) Incorporates a plan of service delivery and implements reimbursement mechanisms which will promote the long-term viability of a locally operated Medi-Cal managed care system and participating "safety net" providers herein defined as Medi-Cal disproportionate share hospitals, County clinics and licensed community clinics;

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Attachment: Draft Ordinance Multi County Managed Medical Care Commission.MT [Revision 2] (2021-ORD-1166 : Adopt an Ordinance: Multi-

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PASSED AND ADOPTED by the Board of Supervisors of Mariposa County this ____ day of September 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
MARSHALL LONG, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
René LaRoche
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: Draft Ordinance Multi County Managed Medical Care Commission.MT [Revision 2] (2021-ORD-1166 : Adopt an Ordinance: Multi-

Potential Medi-Cal Managed Care Transition in Mariposa County

Prepared for the Board of Supervisors
September 15, 2021

Health & Human Services Agency
Mariposa County
Healthy. Safe. Thriving.

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

Board Consideration

Will it benefit Mariposa County to transition from a **Regional Model** of Medi-Cal Managed Care to a **County Organized Health System (COHS) model**?

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

Timeline

4/20/21: Board approves LOI

8/10/21: CCAH presents to Board

9/15/21: Ordinance 1st reading

9/21/21: Ordinance final reading; Board vote

IF APPROVED

10/1/21: Ordinance submitted to DHC

2022: Community engagement

2023: Transition readiness activities

2024: January 1st Go Live

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

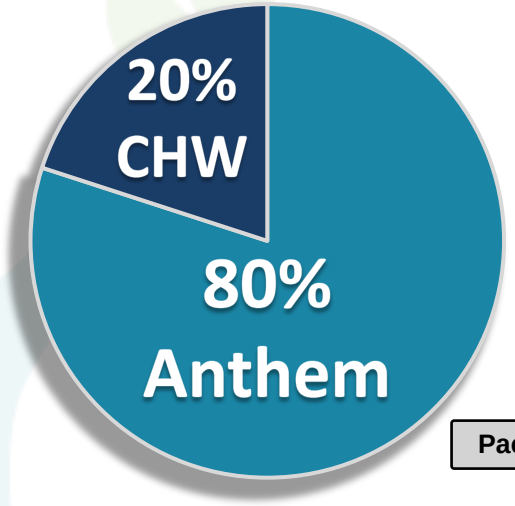
Medi-Cal Managed Care in Mariposa

Medi-Cal is California's Medicaid health care program, providing no cost or low-cost health benefits for eligible children, pregnant women, & families.

Managed Care is a health care delivery system organized to manage cost, utilization, and quality.

34%
of county residents are Medi-Cal beneficiaries

33%
of beneficiaries are children



Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

Managed Care Medi-Cal Plans

Regional Model

- Developed for the rural expansion of managed care
- For counties not choosing COHS or local initiative of a Two-Plan model
- Consists of two commercial health plans serving 2+ contiguous counties

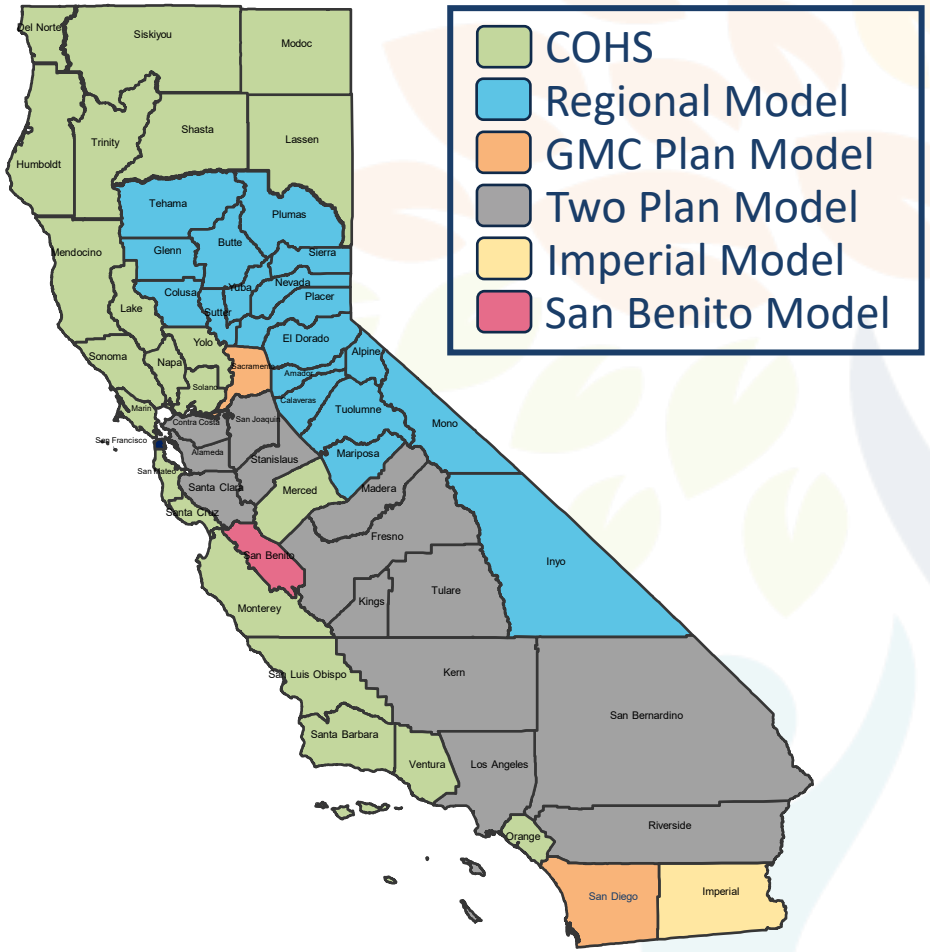
COHS

- Health plan run by the county
- Sole plan serving beneficiaries in its counties.
- Governed by residents via a Board of Commissioners

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

Managed Care Medi-Cal Plans

Current



2024*

*If all changes are approved by local Boards and by DHCS.

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

County Priorities Related to Health

Community Health Improvement Plan 2019

Goal 1: Access to Quality Care

Goal 2: Promoting Behavioral Health and Preventing & Treating Addiction

County Strategic Plan 2019-2022

Objective 2.3 Improve Access to Care

Community Needs Assessment 2019

Access to health care is one of the county's greatest unmet needs

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

Comparative Health Plan Strengths

Health Plan	Anthem	CHW	CCAH
Data Transparency	-	-	+
Telehealth Utilization	-	-	+
Administrative Costs	-	-	+
Grant Opportunities	+	+	+
Preventive Programs	+	-	+

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

2019 CAHPS Managed Care Survey

Medi-Cal Health Plan	Beneficiaries' Rating of Health Plan (Adults)	Beneficiaries' Rating of Health Plan (Child)	Beneficiaries' Rating of Access to Care
Anthem	Below state average	Below state average	Below state average
CHW	Below state average	Below state average	Above state average
CCAH	Above state average	Above state average	Above state average

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

Medi-Cal Managed Care External Quality Review Technical Report 2019/2020

Plan	Anthem Region 2	CHW Region 2	CCAH Merced	CCAH Monterey, Santa Cruz
Child/Youth Access to Primary Care (Ages 7-11)	85%	82%	91%	95%
Timeliness of Prenatal Care	85%	91%	90%	92%
Screening for Depression (Ages 18–64)	.82%	.06%	4%	6%
Screening for Depression (Ages 65+)	<11 cases	.00%	3%	4%

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

What Does HHSA Anticipate?

Remain the same

- No change to medical providers
- No change to expenses
- No change to current prescription coverage
- No change in eligibility for transportation services

Change or Improve

- More provider options
- Increased access to care
  - i.e. telehealth and transportation services
  - Provider recruitment
- Localized customer service

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

HHSA Recommendation &Next Steps

HHSA recommends that the Mariposa County Board of Supervisors approves the local ordinance to participate in a COHS Model, transitioning to the Central California Alliance for Health Managed Care Medi-Cal plan.

Next Steps

- 9/21/21 Final reading of local ordinance

The Board of Supervisors will vote on whether to accept the ordinance and transition to a COHS model, effective 2024.

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

Questions or Comments?

Thank you!

Attachment: HHSA PowerPoint Presentation - COHS9.15.21 (2021-ORD-1166 : Adopt an

Les Ybarra, President CA Medicaid
Anthem, Inc.
425 East Colorado Street, Suite 600
Glendale, CA 91205
(818) 914-8392

August 31, 2021

Marshall Long, Chair, Board of Supervisors
Mariposa County
VIA E-MAIL

Dear Chairman Long and Members of the Board:

Thank you for the work you and fellow Supervisors do to ensure the best healthcare for individuals in Mariposa County. As the state prepares to release an RFP for Medicaid coverage and you consider the potential to move from a county offering two choices of coverage for Medi-Cal beneficiaries to a single plan model, I respectfully submit these written comments for your consideration. Providing historical context and sharing Anthem Blue Cross' vision for implementing the quickly approaching, expansive changes required by CalAIM is a critical component in any decisions to be made about changing Medi-Cal offerings in Mariposa County.

Since 1994 Anthem Blue Cross has been a partner with the state in moving Medi-Cal from fee-for-service coverage to managed care. The transition was not always an easy one as evidenced in the early days of this endeavor as the "Regional Model" counties moved away from fee-for-service. Anthem Blue Cross continues to work with our provider partners to expand our network to ensure quality healthcare for our members in some of the most remote areas of our state.

These partnerships expand as we work with counties and critical Community-Based Organizations to build the substantial infrastructure and programs that bring enhancements required by the Department of Healthcare Services' (DHCS) CalAIM program. Our Special Programs team, led by Beau Hennemann, is a recognized leader in building CalAIM programs to reality. Changing to a single plan model halts the programs that have been built with CBOs over the past several years and requires a new system to be constructed in just a short time after they were implemented in January 2022.

We are proud of our service to our members and the communities in Mariposa County. We are committed to building out programs that move healthcare beyond facility walls and focus on the holistic needs of our members. As with the coverage we provide for our employer groups, for individuals in Covered California, and our senior members in Medicare, it is also true for our Medicaid members – having coverage options and a competitive marketplace empowers the individual and drives innovation. We ask that you keep these important health plan options open for your Medicaid constituents.

Your vote for a model change will remove Mariposa County from the statewide Medi-Cal bidding process and offer only a single plan for all members. In this letter I've highlighted some of our work as a county and state partner in building out the Medi-Cal networks and programs that represent choice and support for our current members. Thank you for any opportunity to dialogue with you ahead of your important vote on the contract change.

Sincerely,

Les Ybarra, President of California Medicaid

Attachment: PUBLIC INPUT - Emai from Les Ybarra, President of California Medicaidl (2021-ORD-1166 : Adopt an Ordinance: Multi-County

CC: Supervisor Smallcombe
Supervisor Sweeney
Supervisor Forsythe
Supervisor Menetrey
Rene LaRoche, Clerk of the Board

Attachment: PUBLIC INPUT - Emai from Les Ybarra, President of California Medicaidl (2021-ORD-1166 : Adopt an Ordinance: Multi-County

Medi-Cal News

Mariposa County | Quarterly Update

Anthem BlueCross

Local Community Focus

Community Relations - Actively engages with committees/coalitions as a member or participant.

- Living Free Initiative (Opioid Task Force)
- Maternal Mental Health Advisory Council
- Mariposa Health & Wellness Coalition
- Mariposa County Community Health Improvement Project Steering Committee Member
- Designing a Healthy Future – Summit on Improving Access to Quality Care in Mariposa County. Presented with panel of 6 on What's Possible in Mariposa County
- Moving Upstream: Chronic Disease Prevention - Optimizing Public Health and Healthcare Partnerships to Prevent Chronic Disease.
- Mariposa County System of Prevention Training – provided funding for 2 day event.
- Community Health Centers of America (CHCoA) – $1,250 in funding provided for education materials to be displayed in clinic/ exam rooms.
- MACT Health Board -
  - Inclusion in the CP4P incentive program tied to HEDIS performance and ability reach minimum performance level
- John C. Fremont Healthcare District
  - Involvement and partnership with local events:
    - International Women's Day
    - Breast Cancer Awareness Month
    - No Shave November
    - Activities for Elementary, Middle and High School
    - Back to School Health Fair
    - Women's Dinner, 2019, 2020, 2021 $5,000

CalAIM / Whole Person Care Pilot - Actively participated in Small County Whole Person Care Collaborative. Transitioned 17 members to Anthem Case Management. Scheduled case conferences for a warm handoff between teams. CalAIM monthly engagement meetings occurring.

Telehealth and Innovation

LiveHealth Online - Provided free telehealth access for all residents regardless of health plan affiliation during the wildfire and pandemic for urgent care and behavio health services via a members smartphone, tablet or computer..

Maternal Wellness on LiveHealth Online - Added a "Maternal Wellbeing" section to Live Health Online to provide more access to talk therapy (i.e. psychologist, clinical social worker). This expands access to therapy services for perinatal mood disorder, including postpartum depression.

Bright Heart Health - Provide telehealth services for those suffering from substance use disorder.

NOCD – members can virtually access specialized care with a licensed OCD-trained therapist and receive treatment for OCD using Exposure and Response Prevention (ERP).

Member Focus / Support

Transportation: Anthem provides non-medical and no emergency medical transportation to members with value-added services which includes transport to housing-related appointments, WIC, meals pick-up, COVID-19 testing, and vaccine appointments, etc.

Wildfire Support: Attended Resource Event for 2 wee providing information on replacement of ID cards and pharmacy refills.

COVID-19

- Outreach calls to top 5% most vulnerable members (successfully reached 1,786 members)
- COVID Meals served 51 members
- Distributed hand sanitizers to County agencies for community members.

Attachment: PUBLIC INPUT - Emai from Les Ybarra, President of California Medicaidl (2021-ORD-1166 : Adopt an Ordinance: Multi-County

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2021-521

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve a 3-Year Agreement with Coast Biomedical Equipment

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RECOMMENDATION AND JUSTIFICATION:
Approve Three Year Agreement with Coast Biomedical Equipment to Provide Automated External Defibrillator (AED) Preventative Maintenance on All County AEDs in an Amount Not to Exceed $45,000; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This Agreement will ensure that all County AEDs have preventative maintenance performed on them annually.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board approved the purchase of 23 AEDs to be installed in County facilities in February of 2021. These machines require annual prevention checks to ensure all components are properly working and to be replaced when necessary.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this Agreement is not approved then the AEDs in County facilities will not be properly maintained with scheduled preventative maintenance checks.

FINANCIAL IMPACT:
Not to exceed $15,000 annually

ATTACHMENTS:
Coast Biomedical Agt (PDF)

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

REF ID# 12096

AGREEMENT FOR AUTOMATED EXTERNAL DEFIBRILLATOR PREVENTATIVE MAINTENANCE

THIS AGREEMENT ("Agreement") is made and entered into this __1st___ day of July, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Coast Biomedical Equipment ("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 be for a period of three (3) years, commencing on July 1, 2021 through and including June 30, 2024. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon the written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension period. The (title of department head) or his/her designee is authorized to execute such written approval on behalf of County based on Contractor's satisfactory performance.

2. SERVICES

Contractor shall perform preventative maintenance on all Mariposa County Automated External Defibrillators (AEDs) as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is Fifteen Thousand Dollars ($15,000.00) annually for a term of three (3) years, commencing on July 1, 2021, for a total compensation not to exceed Forty-Five Thousand Dollars ($45,000). Contractor's hourly rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

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

Attachment: Coast Biomedical Agt (RES-2021-521 : Approve a 3-Year Agreement with Coast Biomedical Equipment)

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) 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.

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.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting

Attachment: Coast Biomedical Agt (RES-2021-521 : Approve a 3-Year Agreement with Coast Biomedical Equipment)

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 or willful acts.

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

Attachment: Coast Biomedical Agt (RES-2021-521 : Approve a 3-Year Agreement with Coast Biomedical Equipment)

a. County will not withhold FICA (Social Security) from Contractor's payments; 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:
Business Manager
Coast Biomedical Equipment
3121 Scott Street
Vista, CA 92081

COUNTY:
County Counsel/Risk Manager
County of Mariposa
5100 Bullion Street
P.O. Box 189
Mariposa, CA 95338

12. COMPLIANCE

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

Attachment: Coast Biomedical Agt (RES-2021-521 : Approve a 3-Year Agreement with Coast Biomedical Equipment)

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 sixty (60) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit 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.

Attachment: Coast Biomedical Agt (RES-2021-521 : Approve a 3-Year Agreement with Coast Biomedical Equipment)

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

Attachment: Coast Biomedical Agt (RES-2021-521 : Approve a 3-Year Agreement with Coast Biomedical Equipment)

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

Attachment: Coast Biomedical Agt (RES-2021-521 : Approve a 3-Year Agreement with Coast Biomedical Equipment)

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

MARSHALL LONG, Chair
Board of Supervisors

COAST BIOMEDICAL EQUIPMENT

DEREK GOODMAN, Business Manager

COUNTERSIGNED:
(Government Code §25103)

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Coast Biomedical Agt (RES-2021-521 : Approve a 3-Year Agreement with Coast Biomedical Equipment)

Exhibit A
SCOPE OF WORK

Provide preventative maintenance, service, and repair for all Mariposa County Automated External Defibrillators (AEDs). This service includes:

Auto battery test is on
Any fault codes
Clear any faults
Shock Counter at different joules
Clear shock count
House
Clear hours
Physical condition
Self test
Battery indictor
Battery voltage
Shock button condition
LEDs and Voice prompts
Defibrillator test

Attachment: Coast Biomedical Agt (RES-2021-521 : Approve a 3-Year Agreement with Coast Biomedical Equipment)

Exhibit B
COST PROPOSAL

Preventative Maintenance $80/per unit
Labor $75/hr.
Battery Replacement $190
Electrodes Replacement $12

Attachment: Coast Biomedical Agt (RES-2021-521 : Approve a 3-Year Agreement with Coast Biomedical Equipment)

MARIPOSA COUNTY

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

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Redistricting Public Hearing #3

RECOMMENDATION AND JUSTIFICATION:

CONDUCT PUBLIC HEARING #3 to review existing district boundaries, review state redistricting criteria, and receive public input and proposals regarding county supervisor districts.

As the Board is aware, redistricting is required every ten years and follows the decennial federal census, which is required by the U.S. Constitution. In turn, the redistricting process (also known as reapportionment) is automatically triggered by various laws among all levels of federal, state, and local governments once the federal census is complete. With the completion of the 2020 U.S. census, redistricting has now been triggered and the County must follow a process which is defined, primarily, in the California Elections Code. (Ca EC Sections 21500, et seq.)

PROCESS

Under State law, the County is mandated to hold at least four public hearings, with one of those held on either a Saturday or a weekday evening. However, the Board scheduled five public hearings to allow for both a Saturday and an evening public hearing. The last hearing was held on Saturday, July 17, 2021, and this is the third in that series of five public hearings that have been scheduled to receive public input, with the next public hearing scheduled for Monday, November 1, 2021, at 6:00 PM.

In addition to the public hearings, the County is also required to engage in enhanced public outreach, which we have been doing since May 18, 2021 when the Board approved the hearing schedule and the County's redistricting webpage was set up at www.mariposacounty.org/redistricting. Since the last hearing on July 17, 2021, additional half page advertisements were published in the newspaper on July 29, 2021, August 12, 2021, and September 9, 2021, with an Editorial published in the Yosemite Express in the July 2021 edition. Public engagement is expected to continue to some degree through the end of the process but, at this point, is not expected to be as robust as earlier in the year. However, Communities of Interest (COI) input is still sought, invited, and being received. Since the last hearing, five additional COI

Agenda Item - No Resolution Requested

worksheets have been received and are attached to this item.

REMAINING PROCESS MILESTONES:

November 1, 2021: Evening public hearing (6:00 PM). Draft maps should be available.

November 2, 2021: Public hearing (2:00 PM). Draft maps should be available.

November 23, 2021: Ordinance Introduction.

December 7, 2021: Ordinance Adoption.

December 15, 2021: Deadline by which the final ordinance must be adopted. (Ca. EC § 21501(a)(2))

DRAFT MAPS

Normally, census data would be available early in the year which would have allowed the County to produce draft maps. However, that was not the case this year. While the Census Bureau did release block-level data on August 12, 2021, Elections Code 20518(d)(3)(A) notes that a "county shall not release draft maps of supervisorial districts earlier than three weeks **after the block-level redistricting database required by subdivision (b) of Section 8253 of the Government Code** (emphasis added) is first made publicly available." The database referenced in that code is the California Statewide Database, which the California State Redistricting Commission will use.

In checking with the State Redistricting Commission on August 24, 2021, an estimate was provided of one additional month being needed for the census data to be reformatted into the required statewide database. While that database has not been released as of the date of this writing, it is conceivable that it may be available around the time this item is heard. Once released, that will begin the three weeks that must elapse before draft maps may be released. Consequently, because of those data delays and the compressed timeline for map production, a special module has been purchased for Planning's G.I.S. software at a cost of $4500 for one year. This will allow faster production of the maps, when permissible to do so. Among its many features, the software also has built-in tools to check population compactness and allowable population deviation, which will better meet legislative requirements and any potential judicial audits.

MAP CRITERIA

In the end, the criteria that must be used for the final district boundaries are:

1) There must be five supervisorial districts *(Cal Government Code Section 25000.)*
2) The final districts must contain substantially equal numbers of people in each district (using the population numbers gathered by the last U.S. census *(Ca EC 21500(a)-(b))* - which will be the 2020 census.
3) The final districts must be geographically contiguous *(Ca EC 21500(c)(1).)*

4) They must respect the geographic integrity of any local neighborhood or local communities of interest (COI) in a way that minimizes their division *(Ca EC 21500(c)(2).)*
(A community of interest is a population that shares common social or economic interest that should be included within a single supervisorial district for purposes of its effective and fair representation. Communities of interest do not include relationships with political parties, incumbents, or political candidates.)

5) They must maintain the geographic integrity of "Census Designated Places" in a way that minimizes their division *(Ca EC 21500(c)(3).)*
(While we are still waiting for the 2020 census data, the Census Designated Places within Mariposa County in the 2010 census were Bear Valley, Bootjack, Buck Meadows, Catheys Valley, Coulterville, El Portal, Fish Camp, Greeley Hill, Hornitos, Lake Don Pedro, Mariposa, Midpines, Wawona, and Yosemite Valley.)

6) They must have easily identifiable boundaries which are readily understood by residents *(Ca EC 21500(c)(4).)*
(Natural and artificial barriers, streets, or other boundaries where practicable.)

7) Districts must be geographically compact so that nearby populations are not bypassed in favor of more distant populations *(Ca EC 21500(c)(5).)*
(Where practicable and where it does not conflict with the preceding criteria.)

8) And, finally, supervisorial district boundaries may not be adopted for the purpose of favoring or discriminating against a political party *(Ca EC 21500(d).)*

While draft maps cannot yet be released, the Board can receive public input and proposals for what will be the final supervisorial maps. Staff, consequently, is requesting that the Board invite and receive any input or proposals relative to redistricting and county supervisorial districts.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

July 17, 2021: The Board conducted Public Hearing #2 at 10:00 AM.

June 8, 2021: The Board conducted Public Hearing #1 at 2:00 PM.

May 11, 2021: The Board scheduled five public hearings, one special Saturday meeting, and one special Monday evening meeting to receive public input for the redistricting process.

May 8, 2021: The Board provided direction regarding the methodology by which the redistricting process would be managed.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Not conducting the public hearing would put the Board out of compliance with Ca EC 21507.1(d) which requires redistricting public hearings to begin at the date and time

Agenda Item - No Resolution Requested

set in the public hearing notice.

ATTACHMENTS:
Communities of Interest Input Received after July 14, 2021 (PDF)
MAP - Current Supervisor Districts as approved in 2011 (PDF)
REDISTRICTING ENGAGEMENT LOG (PDF)
Banner Ad - published September 9, 2021 (PDF)
PPT Presentation on Criteria for Redistricting (PDF)

RESULT: HEARING CONCLUDED

Individual Record Report for Mariposa County Community of Interest Worksheet

1. What is Your Name?

2. What is Your Email Address?

3. Are you a resident of Mariposa County?

Yes

3a. What District Do You Currently Live In?

1

4. What is the nature of the bond or common interest of your Community of Interest?

Large tax revenue making area for Mariposa County. Recreation and Tourist (local, national, and international) zone.

5. Where are the boundaries of your Community of Interest?

Geographic markers such as rivers and ridgelines as well as ease for one representative to access their district in one day via roads

6. What is the rationale for your Community of Interest to be used in this districting?

Attachment: Communities of Interest Input Received after July 14, 2021 (11950 : Redistricting Public Hearing #3)

Large tax revenue making area for Mariposa County. Recreation and Tourist (local, national, and international) zone. It behoves our County with five representatives to refrain from isolating special interests into separate groups. The risk of this is causing devision of interests and inability to get anything passed beurocratically. Each representative ought to share different special interests to avoid severe bias.

7. What do you like or dislike about the current district lines?

It appears that the current lines allow each one representative to have a few special interests so is more motivated to work with other representatives to get needs addressed. Local interests and concerns such as preserving our rural environment mixed with the tourism industry in one zone is balance. Ranchers need as much say as the transient occupancy tax revenue making group have to say. If all of the TOT groups had all 5 representatives, this might leave local rural ranchers to not have as strong of a say and end up paying more taxes due to bias representation. The reverse could also be said.

8. Is there anything else you would like us to consider?

Redistricting times must be thought out with care as this is a time that gerrymandering could sneak in and cause severe divisiveness, isolation and harm to divisions of our community that one stronger (more representation) special interest group (loggers and preservationists, miners and watershed protectors, farmers and developers, tourism and rural mentality...) might have over another despite all contributing to our community- albiet uncomfortable for all. Just because another interest group causes one to be uncomfortable is not near as injurious as isolation and lack of representation of one part of a whole community. We are all in this together. Our districts aught to reflect that... and allow each representative to travel throughout their district without (relative: we are mountainous) geographic hardship.

Attachment: Communities of Interest Input Received after July 14, 2021 (11950 : Redistricting Public Hearing #3)

Individual Record Report for Mariposa County Community of Interest Worksheet

1. What is Your Name?

2. What is Your Email Address?

3. Are you a resident of Mariposa County?

Yes

3a. What District Do You Currently Live In?

2

4. What is the nature of the bond or common interest of your Community of Interest?

Senior Citizens - our interests - being able to stay in our homes until we die; health care - keeping staff (consistency) and Northside Clinic open; dead trees on properties - people can't afford to handle the problem; good nutrition; many people with issues that keep them from taking care of their property.

5. Where are the boundaries of your Community of Interest?

Greeley Hill & Coulterville general areas.

Attachment: Communities of Interest Input Received after July 14, 2021 (11950 : Redistricting Public Hearing #3)

6. What is the rationale for your Community of Interest to be used in this districting?

Many people in the North Co don't feel that we get our share of services and money for various things.

7. What do you like or dislike about the current district lines?

It seems at times that the South County gets more than it's fair share of services and monies.

8. Is there anything else you would like us to consider?

Some of the boundaries - such as Buck Meadows and Lake Don Pedro - have similar interests, but they are in different counties. This means people who live on different sides of the same street may have different regulations and different services, but really have common interests & should be in the same district.

Attachment: Communities of Interest Input Received after July 14, 2021 (11950 : Redistricting Public Hearing #3)

Individual Record Report for Mariposa County Community of Interest Worksheet

1. What is Your Name?

2. What is Your Email Address?

3. Are you a resident of Mariposa County?

Yes

3a. What District Do You Currently Live In?

2

4. What is the nature of the bond or common interest of your Community of Interest?

Greeley Hill is sewn together by the school, community hall, churches, fire protection station, library and a few commercial businesses, along with the obvious topographical features.

5. Where are the boundaries of your Community of Interest?

'Top of the hill' when traveling East on J-132; North along Ponderosa Way to county line; East to county line; South to Merced River.

6. What is the rationale for your Community of Interest to be used in this districting?

Attachment: Communities of Interest Input Received after July 14, 2021 (11950 : Redistricting Public Hearing #3)

Budgets for our services such as road maintenance, school services, library obligations, recent reopening of medical clinic along with law enforcement and fire protection. We are a unique area from Coulterville due to many reasons; the ones I already mentioned plus we have geographical and topographical and physical differences such as additional snow fall, beetle kill conifers and closer proximity to USFS lands.

7. What do you like or dislike about the current district lines?

Not sure I understand it enough to wage an opinion

8. Is there anything else you would like us to consider?

The highway 49 - Bagby grade 'barrier' seems to loom over our heads when it comes to immediacy of local county services at times; (like length response times for emergency law enforcement calls).

Attachment: Communities of Interest Input Received after July 14, 2021 (11950 : Redistricting Public Hearing #3)

Individual Record Report for Mariposa County Community of Interest Worksheet

1. What is Your Name?

Sam Frankel

2. What is Your Email Address?

[redacted]

3. Are you a resident of Mariposa County?

Yes

3a. What District Do You Currently Live In?

1

4. What is the nature of the bond or common interest of your Community of Interest?

Taking care of the homeless, they are increasing, and have no where to live. Also a change in building codes that can house the homeless.

5. Where are the boundaries of your Community of Interest?

This map is not detailed enough, to show my district, though I understand Paddyhill rd, divides district 1 and district 4

Attachment: Communities of Interest Input Received after July 14, 2021 (11950 : Redistricting Public Hearing #3)

6. What is the rationale for your Community of Interest to be used in this districting?

With the rising homeless, drugs, crime will increase, all over the county

7. What do you like or dislike about the current district lines?

As good as to be expected, neither like or dislike.

8. Is there anything else you would like us to consider?

Jobs for the homeless, keep in mind, they are struggling, and may only be able to work a small amount of time each day, until they get better.

Attachment: Communities of Interest Input Received after July 14, 2021 (11950 : Redistricting Public Hearing #3)

Individual Record Report for Mariposa County Community of Interest Worksheet

1. What is Your Name?

John Mock

2. What is Your Email Address?

3. Are you a resident of Mariposa County?

Yes

3a. What District Do You Currently Live In?

1

4. What is the nature of the bond or common interest of your Community of Interest?

Communiteis of home & property owners who are directly involved with Yosemite National Park, through existing agreements and also including (but not limited to) residences of YNP or Park Concessionaire employees.

5. Where are the boundaries of your Community of Interest?

El Portal, Foresta, Yosemite National Park, Yosemite West & Wawona, at a minimum.

Attachment: Communities of Interest Input Received after July 14, 2021 (11950 : Redistricting Public Hearing #3)

6. What is the rationale for your Community of Interest to be used in this districting?

Mariposa County Resolution 02-126 (Collaborative Process between YNP & Mariposa County for interrelated planning issues; Law Enforcement Agreement between Mariposa County & YNP/NPS; Reciprocal Fire Protection Agreement between Mariposa County & YNP/NPS; Emergency Medical Services Agreement between Mariposa County & YNP/NPS. Owners and residents of these communities either travel daily to YNP or have to enter YNP to access their properties/homes and are affected directly by YNP actions.

7. What do you like or dislike about the current district lines?

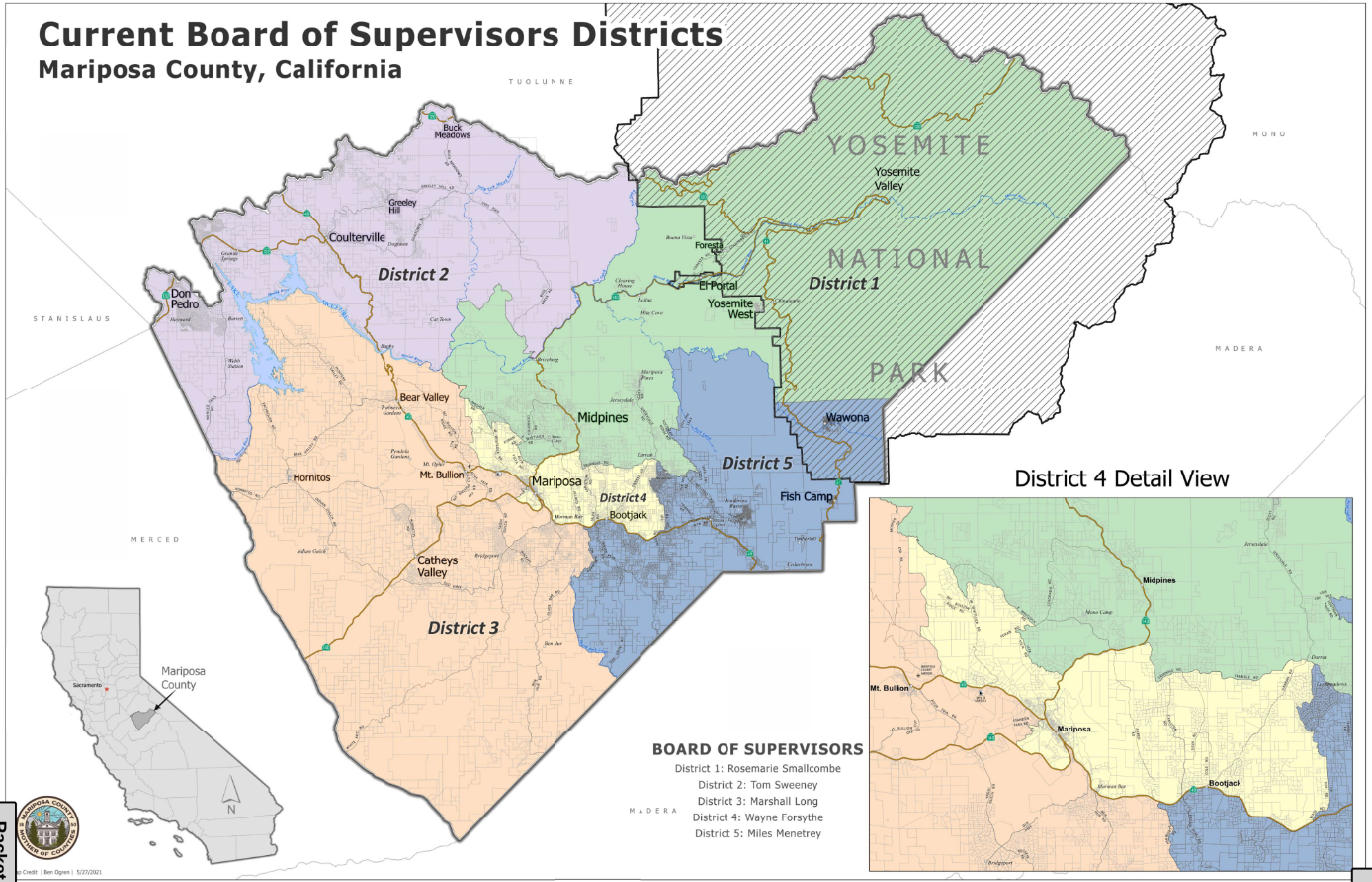
Wawona should be included in the same district with Yosemite West, El Portal Foresta. Depending on population and equitable representation requirments, Fish Camp could also be considered. Midpines might be better served in another district.

8. Is there anything else you would like us to consider?

Attachment: Communities of Interest Input Received after July 14, 2021 (11950 : Redistricting Public Hearing #3)

Current Board of Supervisors Districts

Mariposa County, California



BOARD OF SUPERVISORS

District 1: Rosemarie Smallcombe
District 2: Tom Sweeney
District 3: Marshall Long
District 4: Wayne Forsythe
District 5: Miles Menetrey

Attachment: MAP - Current Supervisor Districts as approved in 2011 (11950 : Redistricting Public Hearing #3)

REDISTRICTING PUBLIC ENGAGEMENT EFFORTS

Last Updated: 9-9-2021

Date	Action
9/9/2021	Display Ad published in the Mariposa Gazette (with the 9/15 change)
8/12/2021	Display Ad published in the Mariposa Gazette (with the 9/15 change)
7/29/2021	Display Ad published in the Mariposa Gazette (with 9/14 hearing date noted as being changed to 9/15.)
7/20/2021	Editorial published in July Edition of the Yosemite Express
7/17/2021	Public Hearing #2 Held on Saturday at 10:00 AM
7/8/2021	Notice of Public Hearing #2 Published
6/25/2021	COI Worksheet distributed to the following (Churches that opted in to distributing the information): Grace Community Mariposa Revival Center Mariposa Reformed Baptist Church Greeley Hill Baptist Lutheran Church-Mariposa Mariposa Methodist Church New Life Christian Fellowship Ponderosa Basin Chapel First Baptist Church St. Josephs Catholic Church Mariposa Seventh Day Adventist
6/23/2021	COI Worksheet distributed to: AAUW, Soroptimists, Water Agency Advisory Board, Airport Advisory Committee, Yosemite West District Advisory Committee
6/16/2021	G.I.S. webtool goes live at www.mariposacounty.org/mymap. Allows people to draw their own district boundaries, and see COI worksheet responses.
6/9/2021	COI Worksheet distributed to: Agricultural Advisory Committee Catheys Valley Community Planning Advisory Committee Coulterville Planning Advisory Committee Creative Placemaking Strategy Advisory Committee El Portal Planning Advisory Committee Fish Camp Town Planning Advisory Council Greeley Hill Planning Advisory Committee Housing Programs Advisory Committee Historic Sites and Records Preservation Commission Merced River Trail Community Working Group Midpines Planning Advisory Committee Town of Mariposa Transportation Citizens Advisory Committee Wawona Town Planning Advisory Committee
6/8/2021	Public Hearing #1 Held at 2:00 PM

Attachment: REDISTRICTING ENGAGEMENT LOG (11950 : Redistricting Public Hearing #3)

6/3/2021	COI Worksheet distributed to American Indian Council
6/3/2021	COI Worksheet distributed Mariposa Business Association
6/3/2021	Display Ad published in the Mariposa Gazette
6/1/2021	COI Worksheet sent to Mariposa Co. Republican Central Committee
6/1/2021	COI Worksheet sent to Mariposa Co. Democratic Central Committee
5/27/2021	Notice of Public Hearing #1 Published
5/25/2021	COI Worksheet sent to Lions Club
5/21/2021	COI Worksheet sent to Chamber of Commerce
5/21/2021	Four PSAs Recorded and to Radio to play 6x/day through November
5/20/2021	COI Worksheet sent to Mariposa Rotary Club
5/20/2021	COI Worksheet sent to Farm Bureau
5/19/2021	Redistricting COI Worksheet Released to Public (hard copy, fillable PDF, and online form)
5/19/2021	Infographic published on Facebook - Redistricting 101, no 2
5/18/2021	Website goes live (www.mariposacounty.org/redistricting)
5/18/2021	Infographic published on Facebook - Redistricting 101, no 1
5/18/2021	Board of Supervisors Approves the Public Hearing Schedule
5/11/2021	Board of Supervisors Meeting: Discussion and Direction Item. Board will manage the process with County staff guidance.

2021 Mandated Redistricting

What is Redistricting?

Redistricting occurs every ten years after completion of the U.S. Census. Using the population numbers from the 2020 census, and following legally mandated criteria, we must now redraw district lines, as necessary, so that each supervisor's district contains approximately 1/5th of the County's population. However, population is not the only criteria for districts that must be considered for the final maps. State law also requires that districts consider other criteria in the following ranked order: 1. Geographically contiguous; 2. Must respect "Communities of Interest" (a population group that shares common social or economic interests); 3. Must maintain "Census Designated Places"; 4. Uses streets, natural barriers, and other features that are easily identifiable to residents as the district borders; and 5. Are geographically compact (when it does not conflict with any of the above criteria.)

How Can You Participate?

We need you to tell us about your Communities of Interest (COIs). To do that, simply fill out and submit a brief worksheet (only 8 questions) which you can find at

www.mariposacounty.org/COIs

Doing so will not only help us with the process, but will make sure that your district adequately represents you and your interests.

In addition to completing the worksheet, you can give your input by attending, or submitting comments to, one of the County's public meetings!

Questions?

You can get more information on the redistricting process at **www.mariposacounty.org/redistricting**.
If you have any questions, please email **redistricting@mariposacounty.org**,
or call the Clerk of the Board at **(209) 966-3222**, option 2.

Public Hearing Sched

All the meetings will be at the Mari County Government Center, 5100 B Street, Mariposa, CA.

Public Hearing #1
Tuesday, June 8, 2021
at 2:00 PM

Public Hearing #2
Saturday, July 17, 2021
at 10:00 AM

Public Hearing #3
Wednesday, September 15, 2
at 2:00 PM
*Updated time due to Sept. 14 recall electio

Public Hearing #4
Monday, November 1, 202
at 6:00 PM

Public Hearing #5
Tuesday, November 2, 20
at 2:00 PM

Ordinance Introduction
Tuesday, November 23, 20
at 2:00 PM

Ordinance Adoption
Tuesday, December 7, 20
at 2:00 PM

MARIPOSA COUNTY
18
HOME OF YOSEMITE

Attachment: Banner Ad - published September 9, 2021 (11950 : Redistricting Public Hearing #3)

Board of Supervisor Districts Mariposa County, California

Effective Date of Map: January 6, 2012

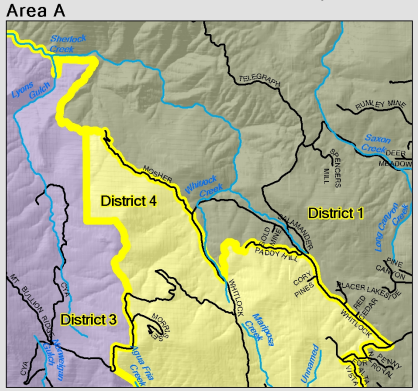
Coordinate System: NAD 1983 State Plane California III

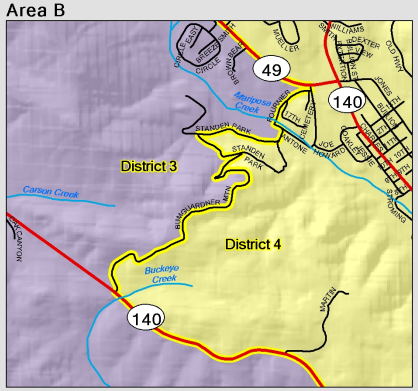
Map Date: December 20, 2011

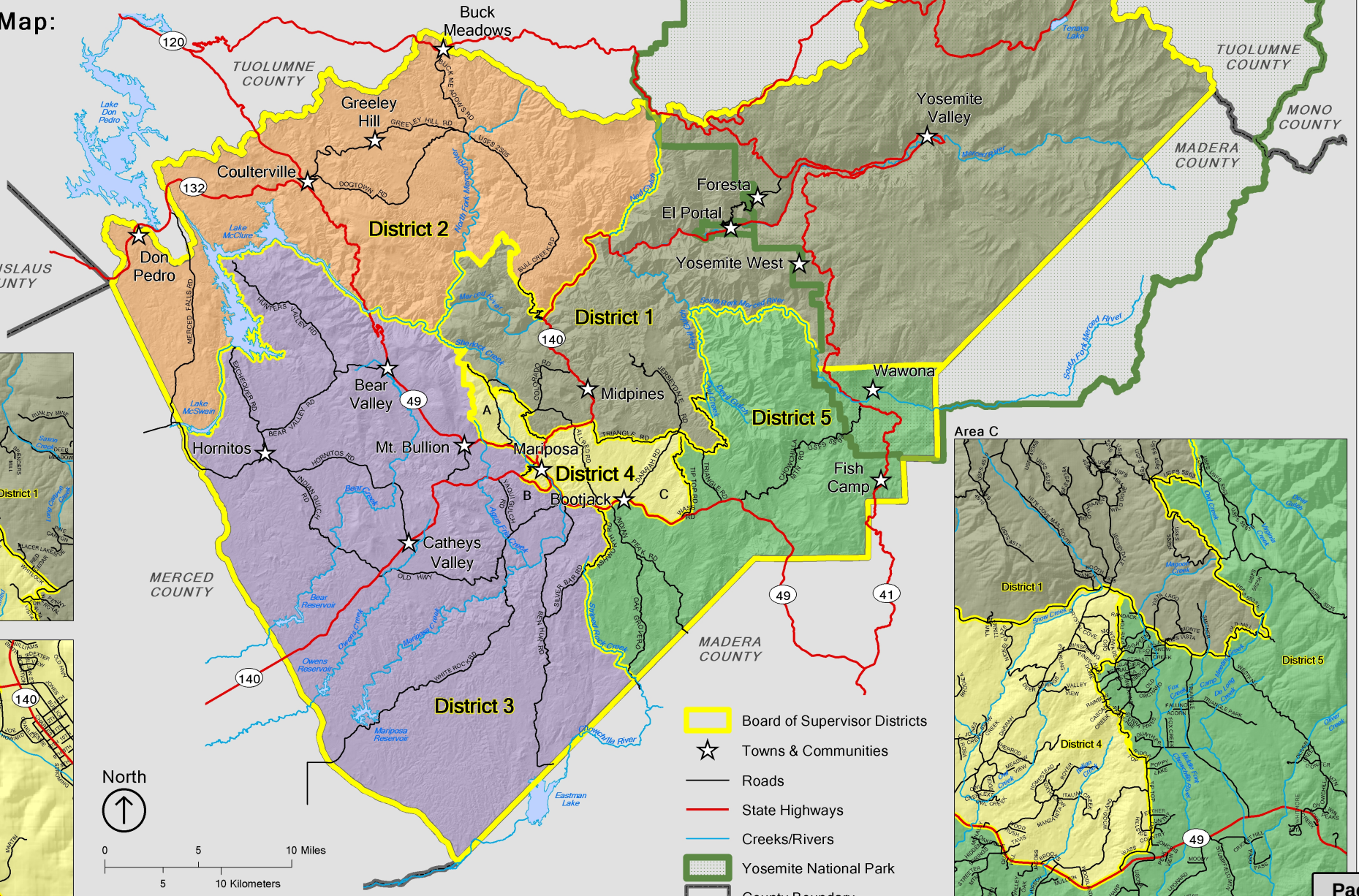
Map Credit: Emily Meriam; Mariposa County Planning Department

Data Source: US Census Bureau 2010; Mariposa County GIS 2011

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.







Attachment: PPT Presentation on Criteria for Redistricting (11950 : Redistricting Public

Map Criteria

1) There must be **five** supervisorial districts

2) Districts must contain substantially **equal numbers of people** in each (U.S. census)

3) Districts must be **geographically contiguous**

4) Districts must **respect the geographic integrity** of any local **neighborhood** or local **communities of interest** (COI) – to minimize their division

Community of interest - population that shares common social or economic interest (population should be in one district for effective and fair representation)

Communities of interest do not include relationships with political parties, incumbents, or political candidates.

Attachment: PPT Presentation on Criteria for Redistricting (11950 : Redistricting Public

Map Criteria

5) Districts must maintain the **geographic integrity of "Census Designated Places" (CDPs) -** minimize their division

CDPs: Bear Valley, Bootjack, Buck Meadows, Catheys Valley, Coulterville, El Portal, Fish Camp, Greeley Hill, Hornitos, Lake Don Pedro, Mariposa, Midpines, Wawona, and Yosemite Valley

6) They must have **easily identifiable boundaries** - readily understood by residents

Natural and artificial barriers - roads, rivers, ridgelines or other (where practicable)

7) Districts must be **geographically compact** - so that nearby populations are not bypassed in favor of more distant populations

8) District boundaries may not be adopted for the purpose of favoring or **discriminating against a political party**

Attachment: PPT Presentation on Criteria for Redistricting (11950 : Redistricting Public

Community of Interest Worksheets

5 new submissions

Attachment: PPT Presentation on Criteria for Redistricting (11950 : Redistricting Public

MARIPOSA COUNTY

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

COULTERVILLE SERVICE AREA NO 1 - RESOLUTION RQSTD 2021-1

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: CVSA 1 Chair Selection

RECOMMENDED ACTION AND JUSTIFICATION:

Selection of the 2021 Coulterville Service Area No. 1 Board (CVSA 1) Board Chair.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This Board has never formally met; therefore, the Board will need to choose a Chair to conduct meetings.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not choose a Chair for the year, they will need to select a Chair Pro-Tem for each meeting.

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

REF ID# 12150

MARIPOSA COUNTY

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

COULTERVILLE SERVICE AREA NO 1 - RESOLUTION RQSTD 2021-2

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: CVSA 1 Vice-Chair Selection

RECOMMENDED ACTION AND JUSTIFICATION:

Selection of the 2021 Coulterville Service Area No. 1 Board (CVSA 1) Board Vice-Chair.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

This Board has never formally met; therefore, the Board will need to choose a Vice-Chair to conduct meetings if the Chair is absent.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If the Board does not choose a Vice-Chair, it will need to select a Chair Pro-Tem to preside at any meeting where the Chair is absent.

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

REF ID# 12151

MARIPOSA COUNTY

Public Works · 209-966-2498

COULTERVILLE SERVICE AREA NO. 1 - NO RESOLUTION 2021-1

MEETING: September 15, 2021

TO: The Board of Supervisors

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

RE: Appoint and Re Appoint Members to the Coulterville (CVSA 1) Advisory Board

---

RECOMMENDATION AND JUSTIFICATION:
Re-Appoint Rick Cordeiro; and Appoint Nina Rhodes as a Member who Resides in the Service Area Boundaries to the Coulterville Service Area No. 1 Advisory Board (CVSA 1) for Terms Expiring August 17, 2024.

Two of the committee members terms expired on May 1, 2020 and they do not wish to continue on this committee.

The Advisory Board acts in an advisory capacity to the Board of Directors on matters affecting policies and the operations of the Coulterville Service Area No. One; reviews summaries from the Public Works Department of expenditures by vendors and labor activities, revenues and utility capital fund balances; provides input as appropriate in regards to annexation or other adjustments or any matters relative to contracts or agreements outside the service area boundaries. Additionally, this Board will review status reports on maintenance activities conducted prior to meetings and upcoming planned maintenance activities and reviews and provides input for upcoming capital projects.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board routinely approves appointment of members to committees.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the committee will continue to have vacancies.

ATTACHMENTS:
Rick Cordeiro express interest in Re-appoinment (PDF)
Nina Rhodes ap (PDF)

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

Jean Dordan

From: Rick Cordeiro [redacted]
Sent: Monday, July 19, 2021 4:02 PM
To: Jean Dordan
Subject: Re: Membership on CSA-1 Advisory Committee
Attachments: image003.png

Yes, I would.

On Mon, Jul 19, 2021, 2:41 PM Jean Dordan <jdordan@mariposacounty.org> wrote:

Hi Rick,

Would you like to continue on this committee?

Thanks,

Jean

Jean Dordan

Executive Assistant

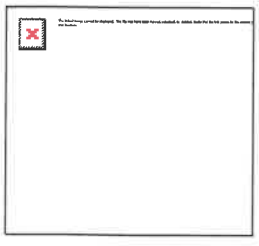
Mariposa County Public Works

4639 Ben Hur Rd.

Mariposa, CA. 95338

Main 209.966.5356

Direct 209.742.1728



Attachment: Rick Cordeiro express interest in Re-appointment (CVSA1-2021-1 : Appoint and Re Appoint Members to the Coulterville (CVSA 1)

RECEIVED

JUL 06 2021

BOARD OF SUPERVISORS

County of Mariposa

5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

(209) 966-3222

Application for Appointment to Mariposa County

BOARDS, COMMISSIONS AND COMMITTEES

http://www.mariposacounty.org/index.aspx?NID=119

Name of Board, Commission or Committee for which you are applying:
Coulterville Service Area 1 Advisory Board

Supervisorial District in which you Reside: 2

Length of Residency in the County: 1+ years

INSTRUCTIONS

Completely fill out this form, sign and return to:

Clerk of the Board
5100 Bullion Street
P.O. Box 784
Mariposa, CA 95338

First Name:
Nina

Last Name:
Rhodes

Mailing Address:
[redacted]

Email Address:
[redacted]

Are you Over 18 Years of Age:
yes

Employment Status: Retired

Employer's Name:
The Johns Hopkins University's Center for Talented Youth

Employer's Address:

Day Telephone Number:

Cell Phone Number:
[redacted]

Please explain why you wish to serve on this Board/Commission/Committee:
Coulterville has important issues regarding water and sewer that need to be addressed; I have management and planning experience that span over 3 decades.

Please list prior/current appointments to other Boards/Commissions/Committees:
Central Sierra Economic Development District-alternate
Mariposa County Commission on Aging-alternate

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

Attachment: Nina Rhodes ap (CVSA1-2021-1 : Appoint and Re Appoint Members to the Coulterville (CVSA 1) Advisory Board)

List any information regarding experience, training and/or education that you feel qualifies you for this position:

SER Jobs for Progress-Executive Director

Western AZ Area Health & Education Center-Executive Director

The Johns Hopkins University's Center for Talented Youth-Outreach Coordinator

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 for this Board/Commission?

If Yes, please explain:

NO

Resumé Attached:
on file

Time(s) you have available to attend meetings (days, evenings, etc.):
open

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 not limited to, display on the internet, and all public records requests.

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am a finalist for the appointment.

Dated: 6-27-2021 Signature: Nina Rhodes

NOTE: THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

NINA

Attachment: Nina Rhodes ap (CVSA1-2021-1 : Appoint and Re Appoint Members to the Coulterville (CVSA 1) Advisory Board)