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 3, 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")

No public input. Regarding CA4, Supervisor Forsythe spoke in support of Shannon Hansen for the position.

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-2021-449**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2021-450**

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

CA3. **Sheriff's Office RES-2021-451**

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

CA4. **Administration/Human Resources RES-2021-452**

Appoint Shannon Hansen as Interim Director of Public Works and Transportation at a Salary of $12,345.07 Per Month, Effective Immediately

CA5. **Board of Supervisors**

Approve the Minutes of Saturday, July 17, 2021

CA6. **Board of Supervisors**

Approve the Minutes of Tuesday, July 27, 2021

CA7. **County Counsel RES-2021-453**

Approve a One Year Lease Agreement with Homen Properties LLC for Office Space for the Grand Jury; and Authorize the Board of Supervisors Chair to Sign the Lease Agreement

CA8. **HHS/Social Services RES-2021-454**

Approve the Area 12 Agency on Aging (A12AA) Standard Agreement for Senior Meals and Transportation Programs for FY 2021-2022 in an Amount Not to Exceed $161,248; Authorize the Board of Supervisors Chair to Sign the Agreement; and Designate the Health and Human Services Agency Director as the Designee to Complete and Sign Documents Per Exhibit E of the Agreement

CA9. **HHS/Social Services RES-2021-455**

Approve Agreement with California Department of Housing and Community Development to Accept a Second Allocation for the Transitional Housing Program; and Authorize the Health and Human Services Agency Director to Sign Any Documents Necessary to Accept the Award (Subject to Review by County Counsel as to Legal Form)

CA10. **Sheriff's Office RES-2021-456**

Approve Budget Action Transferring Funds Within the Sheriff's Department Fiscal Year 2021-2022 Budget to Allow the Purchase of a Fixed Asset - Mobile Repeater ($14,951)

CA11. **Treasurer-Tax Collector-County Clerk RES-2021-457**

Approve Three Year Agreement with Granicus for Marriage License Software in the Total Amount of $15,824; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Treasurer-Tax Collector-County Clerk RES-2021-458**

Approve Three Year Agreement with Granicus for Fictitious Business Name (FBN) Software in the Total Amount of $4,902; and Authorize the Board of Supervisors Chair to Sign the Agreement

E. Departmental Presentation

Kristina Allen/Deputy Director of Public Heath reported on twenty-one new cases, noting that they stopped reporting over the weekends to give their communications team a break. She also discussed an increase of cases in Yosemite National Park; reported that the county's vaccine status is in the 55-56% range; advised of upcoming clinics at the Community Health Center, Coulterville Park, Tenaya Lodge, and Yosemite Medical Clinic. Dr. Allen advised there are twenty-three active cases, three of which have been hospitalized. She also encouraged people to be honest if contacted by contact tracers, because they are seeing growing non-compliance with their team.

Kari Kisela/Chamber of Commerce announced a new banner partnership with Arbor Works. In response to Supervisor Long's inquiry, Ms. Kisela noted that they are waiting to hear back from Gary Brown, County Engineer regarding the poles and wires at Happy Burger. Ms. Kisela also noted that there will be a special presentation by CalTrans this Friday at 8:30 AM in the Chambers.

Marlon Regisford/Caltrans District 10 Planning and Local Assistance representative extended thanks for the acknowledgement of the upcoming presentation; advised that they have just received and completed their Climate Action Plan for Transportation Infrastructure (CAPTI) which is to help Caltrans adapt to climate change while supporting public health, safety, and equity; and advised that the plan is available on the Calfta website at calfta.ca.gov. Mr. Regisford advised that Caltrans just completed the Caltrans Active Transportation Plan which will help with their efforts for bicycle, pedestrian, safety and accessibility. He also discussed the Clean California effort, noting that there will be money available for clean-up of encampments and litter debris around California. Mr. Regisford also advised that Sam Sherman has just been hired as the Clean California Coordinator for District 10 and can be reached at sam.sherman@dot.ca.gov. He also noted that the upcoming asphalt overlay project at the Highway 140/49 junction will be finished later on this year and suspended for the winter. Mr. Regisford also extended congratulations to the County for receiving the Active Transportation Program Grant and the Sustainable Communities Grant for the Mariposa Creek Parkway.

F. Public Comment on Non-Agenda Items

Debra Barcellos/Heritage House began speaking in support of the item to purchase the Jones Street property. Chair Long advised that the item of her interest is on the Regular Agenda.

An unidentified gentleman noted coming to Mariposa County in 1991, discussed the 1997 flood which shut the town down; noted that every time there is some recovery, something else happens. He also advised that Mariposa leads the nation in parades per capita; noted the streets that are closed off for parade staging; noted that the no parking signs go up on Thursday; and suggested that it would be better for them to go up on Friday instead because no one parks there all night.

Mary Ann Huff/Coulterville Visitor Center and Northern Mariposa County History Center advised that the Hotel Jeffrey has been sold and that the new owners hope to

open up by next June, and advised that they had a town clean up along Main Street. She also extended thanks to the Tourism Bureau for the articles and blogs they have published, and advised that they also produced place maps for Coulterville, similar to the one for Mariposa. Ms. Huff gave statistics on the visitors that the Visitor Center has tracked. She also noted changes to the CoyoteFest, and advised of the upcoming opening of the Barrett Room in the History Center.

Recess

9:34 AM Chair Long recessed the meeting for a brief break and reconvened at 9:37 AM.

G. Regular Agenda Items

1. **County Counsel RES-2021-459**

Approve a Lease Agreement for Mariposa-Yosemite Airport Ground Space; and Authorize the Board of Supervisors Chair to Sign the Agreement

Steven W. Dahlem/County Counsel and Shannon Hansen/Interim Director of Public Works and Transportation gave the staff report. Mr. Dahlem then introduced Gary Friesen who gave a PowerPoint presentation that addressed size of the lots and email communications. Public comment opened and a voice was heard on the telephone line. However, it was faint and unintelligible. Public comment closed.

Supervisors Long, Smallcombe, Forsythe and Sweeney extended the Board's apologies to Mr. Friesen for his experience.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Miles Menetrey, District V Supervisor

SECONDER: Wayne Forsythe, District IV Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

2. **Administration RES-2021-460**

PUBLIC HEARING IS CONTINUED FROM JULY 27, 2021. PUBLIC HEARING: Approve the Purchase and Sale Agreement for Real Property Identified as 5123 Jones Street or as Assessor's Parcel Number 013-112-0030 for Transitional Housing; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Other Documents Necessary to Execute the Sale (Subject to Approval as to Form by County Counsel)

10:02 AM Chair Long opened the public hearing.

Dallin Kimble/County Administrative Officer introduced Shannon Gadd/Health and Human Services Agency (HHSA) Director who gave a PowerPoint presentation regarding the need for this project. During public comment, the item was urged by Debra Barcellos/Mariposa Heritage House, Suzanne Carr, Kathy Hefner, Crystal Blackburn, Gabby Maxwell, and Allison Tudor/Alliance for Community Transformation.

Board discussion ensued regarding what will be needed to rehabilitate the property, potential funding from Project Homekey or the PLHA, and the need for further Board action to decide whether to tear the building down or fix it. In response

to an inquiry from Supervisor Sweeney, Juli Simms discussed the PLHA grant application, which is due in August, and noted that it is a competitive grant.

11:06 AM Chair Long closed the public hearing.

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

Recess

11:00 AM Chair Long recessed the meeting for a brief break and reconvened at 11:06 AM.

3. **Administration RES-2021-461**

Approve the Response of the Board of Supervisors to the 2020-2021 Mariposa County Grand Jury Final Report; Authorize the Board of Supervisors Chair to Sign the Response; and Direct the County Administrative Officer to Transmit the Response to the Presiding Judge of the Mariposa County Superior Court

Dallin Kimble gave the staff report. No public comment. Chair Long noted for the record that recent Board actions were based on internal investigations and not on the Grand Jury report.

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

H. Items removed from Consent Agenda

None.

I. Board Information

Information received.

J. Closed Session

1. **Administration (ID # 12029)**

CLOSED SESSION: Conference with Real Property Negotiator; Description of Real Property: 5080-5082 Bullion Street, Mariposa (APN 013-152-0060); Agency Negotiator: Dallin Kimble, County Administrative Officer; Closed Session Will Concern Price and Terms of Lease/Purchase

No public input.

RESULT: CLOSED SESSION HELD

Recess

11:33 AM Chair Long moved the meeting into Closed Session.

Reconvene

11:48 AM Chair Long reported that Information was Received and Direction was Given during the Closed Session.

K. Adjournment

11:48 AM Chair Long adjourned the meeting in memory of Bradford Aborn.

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 2021-449

MEETING: August 3, 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 2021-450

MEETING: August 3, 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# 12045

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-451

MEETING: August 3, 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# 12044

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2021-452

MEETING: August 3, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Appoint Shannon Hansen as Acting Director of Public Works and Transportation

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RECOMMENDATION AND JUSTIFICATION:
Appoint Shannon Hansen as Interim Director of Public Works and Transportation at a salary of $12,345.07 per month, effective immediately.

Due to the recent vacancy of the Director of Public Works and Transportation position, and to ensure the continued smooth operation of the Public Works Department, the Board has directed staff to bring forward this item to appoint an interim director. Shannon Hansen has worked for Mariposa County for over 18 years, is currently the Deputy Director of Public Works, and has an excellent rapport with division managers and employees of the department. Ms. Hansen has been serving as acting director of public works and transportation for seven weeks.

Pursuant to the County's agreement with the Mariposa County Managerial and Confidential Organization (MCMCO), out of class pay for serving in the director role would entitle Ms. Hansen to the full monthly salary of the director position, or $12,345.07 per month for as long as the interim duties are in place.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board has appointed interim directors of departments in the past as necessary. Some examples include the following:

On June 22, 2021, the Board appointed Debra Willis as interim building official.

On September 12, 2017, the Board appointed Steven Dahlem as interim human resources director.

On February 28, 2017, the Board appointed Mike Healy as interim executive director of the local transportation commission. He was previously appointed as interim public works director.

On December 6, 2016, the Board appointed Dallin Kimble as interim county administrative officer.

On August 12, 2014, the Board appointed Doug Wilson (contractor) as interim public works director.

In the last several years, the Board has also contracted for interim directors in human resources and the agricultural commissioner departments.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff will need direction on how to proceed.

The Board could appoint another department head to serve as director of public works and transportation. The Board has often assigned department heads to lead additional departments during vacancy periods. In this situation, the department head is often very reliant on existing staff to maintain day-to-day operations while they keep an eye on budgets, personnel issues and other major decisions.

The Board could ask an adjacent county to provide public works director services. The County has shared department heads with neighboring counties when either jurisdiction has had a vacancy. Directors in neighboring jurisdictions are also reliant on existing staff to maintain operations but also possess greater expertise that can inform major decisions that need to be made.

The Board could contract for public works director services. This has been done in public works in the past and there is a qualified firm that continues to work with the department on various issues.

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

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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

July 17, 2021

SPECIAL MEETING

A. 10:00 AM Called to Order and Roll Call

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	10:00 AM
Tom Sweeney	District II Supervisors	Present	10:00 AM
Marshall Long	District III Supervisor	Present	10:00 AM
Wayne Forsythe	District IV Supervisor	Present	10:00 AM
Miles Menetrey	District V Supervisor	Present	10:00 AM

B. Pledge of Allegiance

Chair Long led the Pledge.

C. Regular Agenda

1. **Clerk of the Board of Supervisors (ID # 11944)**

CONDUCT PUBLIC HEARING #2 to Review Existing District Boundaries, Review State Redistricting Criteria, and Receive Public Input and Proposals Regarding County Supervisor Districts

10:01 AM Chair Long opened the public hearing.

René LaRoche/Clerk of the Board gave the staff report noting that due to the special election, the next hearing was rescheduled from Tuesday, September 14th to Wednesday, September 15th at 2:00 PM. She also provided an overview of the redistricting process and the criteria that needs to be considered for the final district boundaries. Sarah Williams/Planning Director discussed the sixteen Community of Interest forms received so far and noted that those with geographic boundaries are valuable to this process. Board discussion ensued regarding the public hearing schedule, the delay in the release of the relevant census data, and the legal mandate requiring that draft maps can only be produced once three weeks have passed after

Minutes Acceptance: Minutes of Jul 17, 2021 10:00 AM (Approval of Consent Agenda (Items designated by "CA"))

the release of census data. Ms. Williams offered to produce a map with the current district boundaries with overlays of 2010 data so that people could look to see how things were balanced the last time. The Board concurred with the idea.

Public comment opened.

Paul Brickett inquired about the number of census blocks in Mariposa County, whether the 2010 data is available, and whether there is a list of Zones of Benefit for people to evaluate.

Kenneth Boche spoke regarding a proposal for a dog park, and suggested that both sides of the Sierra up to the Oregon border be included in one district.

Public comment closed.

In response to Mr. Brickett's questions, Sarah Williams noted that she does not have the census block information, 2010 population numbers, or Zones of Benefit information with her but can supply it to Mr. Brickett. Supervisor Sweeney noted that a list of Zones of Benefit were included in last week's Board packet.

René LaRoche advised Mr. Boche that his comment regarding a Sierra District was applicable to the statewide redistricting process and advised him where to find information on that process.

10:41 AM Chair Long closed the public hearing.

RESULT: HEARING CONCLUDED

D. Adjournment

10:41 AM Chair Long adjourned the meeting.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Jul 17, 2021 10:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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MARSHALL LONG, CHAIR	**DISTRICT III**
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ACTION SUMMARY MINUTES

July 27, 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")

No public comment. Supervisor Sweeney spoke to CA10 and requested that future budget adjustment items speak to the cause of the budget being over or under and the corrective actions to ensure more transparency. Regarding CA15, Supervisor Long extended thank to the Highway Patrol for coordinating and sponsoring this event.

RESULT: **ADOPTED [UNANIMOUS]**

MOVER: Wayne Forsythe, District IV Supervisor

SECONDER: Miles Menetrey, District V Supervisor

AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

CA1. **Health and Human Services** **RES-2021-430**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Health and Human Services** **RES-2021-431**

Minutes Acceptance: Minutes of Jul 27, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

CA3. **Sheriff's Office RES-2021-432**

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

CA4. **Administration/Human Resources RES-2021-433**

Approve an Agreement with Liebert Cassidy Whitmore (LCW) to Provide Legal Services and Training in an Amount Not to Exceed $250,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA5. **Administration/Human Resources RES-2021-434**

Approve a Side Letter of Agreement with the Deputy Sheriffs' Association to Provide an Additional Eight-Hour Holiday that Represents the 2021 Juneteenth Holiday; and Authorize the Board of Supervisors Chair to Sign the Side Letter of Agreement

CA6. **Administration/Human Resources RES-2021-435**

Approve a Side Letter of Agreement with the Sheriffs' Management Association (SMA) to Provide an Additional Eight-Hour Holiday that Represents the 2021 Juneteenth Holiday; and Authorize the Board of Supervisors Chair to Sign the Side Letter of Agreement

CA7. **Administration/Technical Services RES-2021-436**

Approve First Amendment to Agreement with Tangent for Microsoft 365 Licenses to Add an Additional 200 Exchange Online Licenses in the Amount of $9,600 for a New Amount Not to Exceed $114,300; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA8. **HHS/Behavioral Health & Recovery Services RES-2021-437**

Approve Agreement 21-10092 with the State Department of Health Care Services (DHCS) Authorizing Mariposa County Behavioral Health to Provide Community Mental Health Services and Setting Forth Conditions and Requirements that the County Must Meet in Providing Those Services; and Authorize the Health and Human Services Agency Director to Sign the Agreement and Any Subsequent Amendments (Subject to Approval as to Legal Form by County Counsel)

CA9. **HHS/Behavioral Health & Recovery Services RES-2021-438**

Approve an Agreement with Kazlin Infinite Care, LLC to Provide Residential Care Facility Services for the County of Mariposa in an Amount Not to Exceed $100,000; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA10. **HHS/Behavioral Health & Recovery Services RES-2021-439**

Approve Budget Action Adjusting Appropriations Within the Health and Human Services Agency (HHSA) Behavioral Health Budgets for Fiscal Year 2020-2021 Year-End Balancing ($368,966) 4/5ths Vote Required

CA11. **HHS/Behavioral Health & Recovery Services RES-2021-440**

Minutes Acceptance: Minutes of Jul 27, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Approve First Amendment to Agreement with the American Indian Council of Mariposa to Provide Mental Health Services for Local American Indians Via the Mi Wu Mati Healing Center, Increasing the Amount by $25,000 to a New Amount Not to Exceed $155,042.30; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Planning** **2021-71**

Recognize the Service of Derek Heule on the Creative Placemaking Strategy Advisory Committee as a Member Representing Practicing Arts and Creators

CA13. **Planning** **RES-2021-441**

Approve Fourth Amendment to the Agreement with Mintier Harnish to Prepare Updates to Mariposa County's Development Codes (For Zoning and Subdivisions) to Implement the Mariposa County General Plan and State Law, to Establish Compensation for Fiscal Year (FY) 2021-2022; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA14. **Public Works** **RES-2021-442**

Approve Budget Action Increasing Revenue and Appropriations in the Public Works and Transportation Department Recognizing Grant Funds from the Local Road Safety Plan (LRSP) ($72,000) 4/5ths Vote Required

CA15. **Public Works** **RES-2021-443**

Approve an Encroachment Permit Fee Waiver and Facility Use Waiver Closing the Courthouse Lawn and 9Th and 10Th Streets from Bullion to Jones Streets from 5:30Pm to 8:30Pm During the "National Night Out" Event on August 3, 2021, Coordinated by California Highway Patrol

CA16. **Public Works** **RES-2021-444**

Decline the Option to Purchase Hangar 37 at the Mariposa/Yosemite Airport and Allow the Owner to Sell the Hangar Privately

E. Departmental Presentation

Kristina Allen/Deputy Director of Public Health reported that there were 19 new cases of COVID-19 over the last 7 days, with 15 still active, and one hospitalized. She also advised that Public Health is holding a vaccine clinic at their office every Thursday from 9:00 AM to 11:00 AM which can be booked online at myturn.ca.gov. Dr. Allen also reported that there will be pop-up clinic today at the HHSA building on Lemee Lane for HHSA employees; and offered that they are willing to travel to businesses to vaccinate employees. Dr. Allen also noted an upcoming vaccination clinic at the Coulterville Park on August 5th which can also be booked online at the myturn link; and also advised that the will be at the Back to School event this Saturday. In response to Board member questions, Dr. Allen advised that people may also just show up at a vaccination clinic; noted that there is no discernible pattern at this point, but that they are seeing more people who are 40 years of age or younger; reported that workplace clusters are sporadic; discussed partnerships with other entities that have been formed to address Yosemite National Park; requested people stay when they are sick; and discussed the recommendations contained in the recently released State Health Order.

Tara Schiff/Economic Development Specialist reported that over 50 people

Minutes Acceptance: Minutes of Jul 27, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

attended the employment recruitment emergency town hall meeting that was held last week; noted that they got some good ideas; and advised that she will distribute a report.

Jeremy Briese/Sheriff - Coroner - Public Administrator expressed concerns regarding the new health order from the State noting that there was no communication from the State prior to making the order. Sheriff Briese noted that he has encouraged their unions to contact their legal counsel on the issue; noted that there have been no cases of COVID-19 at the jail; and discussed the health and sanitary precautions already in place at the jail.

Matt Chance/California Highway Patrol Public Information Officer extended thanks for the fee waiver for the National Night Out event to be held on August 3rd at the Courthouse from 6:00 PM to 8:00 PM. He also advised that they will not be giving out hot dogs and will not have a bounce house this year but that various organizations will still be on site.

In reference to Sheriff Briese's remarks, Supervisor Menetrey expressed frustration with the inconsistency of the State mandating masks for the jail employees but not the inmates. Supervisor Long concurred.

Kari Kisela/Chamber of Commerce extended thanks to Supervisors Smallcombe and Forsythe for an upcoming meeting with Caltrans that has been set up for August 6, 2021, at 8:30 AM, in the Chambers regarding the downtown sidewalk project. Ms. Kisela provided a flyer that the Chamber of Commerce has prepared for the event and advised that they have distributed it to all of the businesses along that route.

F. Public Comment on Non-Agenda Items

None.

Recess Board of Supervisors

9:28 AM Chair Long recessed the Board of Supervisors meeting, followed by the Clerk of the Board reading the Government Code announcement.

G. LOCAL TRANSPORTATION COMMISSION

9:28 AM Chair Long convened the Local Transportation Commission (LTC) with all commissioners present.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works LTC-2021-23**

PUBLIC HEARING IS CONTINUED FROM JUNE 22, 2021. PUBLIC HEARING: Take Testimony Regarding Possible Unmet Transportation Needs Within Mariposa County for FY 2020-2021; and Adopt a Resolution Finding One of the Following: A) There Are No New Unmet Needs; B) There Are No New Unmet Transit Needs that Are Reasonable to Meet; C) There Are Unmet Transit Needs, Including Needs that Are Reasonable to Meet; or D) Grant a Continuance of the Public Hearing Until a Later Date

Minutes Acceptance: Minutes of Jul 27, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

9:30 AM Chair Long opened the public hearing.

Shannon Hansen/Deputy Director of Public Works noted that further investigation has been completed by Public Works and the Health and Human Services Agency (HHSA) and introduced Shannon Gadd/HHSA Director who reported that she was unable to speak to the issue received during the public comment period at the last hearing as it occurred prior to HHSA taking over. She then reported on ridership statistics for the last year under HHSA. Ms. Hansen concluded by noting that there are no new unmet transportation needs. In response to Supervisor Sweeney's inquiry, Jeannie Morvay-Clayton/Transportation Planner noted that the resolution is necessary to receive funding. Supervisor Smallcombe noted her interest in the short range plan currently under development and suggested that there may be synergies with YARTS.

Public comment opened. Lorraine Freeman discussed various reasons for which transportation in the north county is needed which she noted she received via Facebook; advised that north county residents must give two weeks of notice to reserve a ride; suggested having an Uber, zip car, or other on-call dial; and advised that, while she has been gone from the area for a year, she used to receive calls every day from people needing a ride. Public comment closed.

Jeannie Morvay-Clayton reported that they are currently working on the short range transit plan and advised that they are anticipating bringing that item on August 24th. Supervisor Smallcombe discussed potential synergies with area transportation entities. Ms. Morvay-Clayton noted that the draft plan is currently available for public comment and that copies can be requested from Public Works or can be accessed via the County website.

9:45 AM Chair Long closed the public hearing.

ACTION:
The Board approved the resolution with Option B, which finds that there are no new unmet transit needs that are reasonable to meet.

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

Adjourn LTC

9:45 PM Chair Long adjourned the LTC meeting.

Reconvene as Board of Supervisors

9:45 AM Chair Long reconvened the Board of Supervisors meeting.

H. Regular Agenda Items

1. **Health and Human Services RES-2021-445**

Approve a Three-Year Agreement with Matson Alarm Company to Provide Installation of Alarm Equipment and Monitoring Services in an Amount

Minutes Acceptance: Minutes of Jul 27, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

Not to Exceed $2,465.00; and Authorize the Board of Supervisors Chair to Sign the Agreement

Shannon Gadd/HHSA Director gave the staff report. No public comment. In response to Supervisor Smallcombe's inquiry, Ms. Gadd that ongoing maintenance and operations will probably require another contract.

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

2. **Public Works** **RES-2021-446**

PUBLIC HEARING: Conduct a Public Hearing to Consider Authorizing and Directing Staff to Place Delinquent User Fees on the FY21-22 Property Tax Roll

Shannon Hansen gave the staff report. No public comment.

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

3. **Administration** **RES-2021-447**

Designate Matt Hespenheide as the County's Americans with Disabilities Act (ADA) Coordinator

Dallin Kimble/County Administrative Officer gave the staff report noting that Matt Hespenheide is an associate engineer in the Public Works Department who has some experience with transition plans in another county. No public comment.

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

4. **Administration** **RES-2021-448**

Adopt a Resolution Establishing a Title II, Americans with Disabilities Act (ADA) Grievance Procedure

Dallin Kimble gave the staff report, noting that the majority of this language comes from a template from the Federal government; and advised that a transition plan will follow. No public comment.

Minutes Acceptance: Minutes of Jul 27, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

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

5. **Administration** **(ID # 11894)**

PUBLIC HEARING: Approve the Purchase and Sale Agreement for Real Property Identified as 5123 Jones Street or as Assessor's Parcel Number 013-112-0030 for Transitional Housing; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Other Documents Necessary to Execute the Sale (Subject to Approval as to Form by County Counsel) NOTE: THE PUBLIC HEARING WILL BE CONTINUED TO AUGUST 3, 2021 AT 9:00 AM, OR AS SOON THEREAFTER AS POSSIBLE

9:55 AM Chair Long opened the public hearing.

Dallin Kimble noted that on June 22nd, the Board adopted a Resolution of Intention which named today as the date and time to discuss the matter, but requested a continuance since the County is still gathering information and negotiating on the matter. Chair Long opened public comment but there was none at this time.

9:58 AM Chair Long continued the public hearing to August 3, 2021.

RESULT: **CONTINUED TO NEW DATE** **Next: 8/3/2021 9:00 AM**

I. Items removed from Consent Agenda

None.

Recessed

9:58 AM Chair Long recessed the meeting for a brief break and reconvened at 10:04 AM.

J. Board Information

Information received.

K. Closed Session

1. **County Counsel** **(ID # 12003)**

CLOSED SESSION: Public Employee Discipline/Dismissal/Release (Government Code Section 54954.5)

No public comment.

RESULT: **CLOSED SESSION HELD**

2. **Administration** **(ID # 12024)**

Minutes Acceptance: Minutes of Jul 27, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

CLOSED SESSION: Conference with Real Property Negotiator; Description of Real Property: 5123 Jones Street in Mariposa or APN 013-112-0030; Agency Negotiator: Dallin Kimble, County Administrative Officer; Closed Session Will Concern Price and Terms of Lease/Purchase

No public comment.

RESULT: CLOSED SESSION HELD

Recessed

10:29 AM Chair Long moved the meeting into Closed Session.

Report Out

12:27 PM Chair Long reported out from Closed Session. Regarding agenda item K.1, Chair Long reported that by unanimous vote, the Board of Supervisors has terminated the employment of Michael Healy as Director of Public Works and Transportation, effective immediately, and without severance pay or benefits. Chair Long also reported that Information was Received and Direction was Given during agenda item K.2. He then recessed the meeting for lunch.

L. Reconvened

2:00 PM Chair Long reconvened the meeting.

1. **Planning (ID # 12014)**

PUBLIC HEARING: Adopt a Resolution 1) Approving General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities with the Recommended Findings, Including a Finding the Project is Exempt from Environmental Review and 2) Establishing a One-Year Grace Period for Existing Facilities to Obtain a Permit and Comply with the Standards; County of Mariposa, Project Proponent

Sarah Williams/Planning Director gave the staff report accompanied by a PowerPoint presentation. In response to inquiries from the Board, Ms. Williams provided clarification regarding impact fees, seasonal events, how “temporary” is defined, and the noise standards.

Public comment opened. Kris Casto inquired of the effects on this ordinance on the farm tour and similar types of events; whether the permit is good forever or per event; and questioned the ADA requirements as those may take time to implement. Bruce Kale/Pumpkin Patch owner advised that his space only gets rented sporadically for weddings and other events; noted that he likes the ability to legally expand; questioned the ADA compliance because of the money required to become compliant; and discussed concerns with the requirement for parking to be within fifty feet of the road. Jeremy Briese noted that he and his wife own BBs catering that has an outdoor venue which is basically a piece of property with a big lawn and no structure; noted his appreciation of the ability to expand but questioned the one year timeframe since small venues do not make enough money to offset the expense of putting in a permanent restroom. He also inquired about the duration of the permit, and the roadway access because he does not know the standard for “adequate capacity.” Karen Smith/AAUW also questioned the effect on home tours; inquired if the homeowners

Minutes Acceptance: Minutes of Jul 27, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

have to have insurance and ADA compliant bathrooms; and referenced the road to Butterfly Creek Winery and potential impacts on weddings held there. Public comment closed.

Sarah Williams responded to the questions. Board discussion ensued and direction was given as to desired changes. Ms. Williams withdrew her request for Board action today on this item and the ordinance introduction that is scheduled to follow since the changes require reconsideration by the Planning Commission.

During a second public comment period, Kris Casto inquired as to the definition of wine tasting, and Jeremy Briese inquired about vacation rentals not having a requirement to be ADA compliant. Ms. Williams responded to both comments.

DIRECTION:

Exempt parking from the setback requirement, and extend the timeframe to come into compliance on major items like water source and restrooms from one year to two years.

RESULT: NO ACTION TAKEN

2. **Planning (ID # 12015)**

Waive the First Reading and Introduce an Ordinance Amending Title 17 to Add Section 17.148.010 to Title 17, Mariposa County Code, to Define Special Events and Special Event Facilities, and to Add Section 17.108.220 to Title 17 to Add Permitting Provisions and Development Standards for Special Event Facilities Pursuant to General Plan/Zoning Amendment No. 2017-084; County of Mariposa, Project Proponent

RESULT: WITHDRAWN

M. Adjournment

3:25 PM Chair Long adjourned the meeting in memory of Harley Holderfield.

Respectfully submitted,

René LaRoche
Clerk of the Board

Marshall Long
Chair, Board of Supervisors

Minutes Acceptance: Minutes of Jul 27, 2021 9:00 AM (Approval of Consent Agenda (Items designated by "CA"))

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2021-453

MEETING: August 3, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Renew Grand Jury Lease Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve a One Year Lease Agreement with Homen Properties LLC for Office Space for the Grand Jury; and Authorize the Board of Supervisors Chair to Sign the Lease Agreement.

The lease terms and conditions remain the same as the previous year ($810/per month for 12 months beginning July 1, 2021).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has been leasing an office at Italian Acres for the Grand Jury since 2005. It has met their needs and they desire to continue to maintain their office at this location.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the lease agreement. Staff will need to identify an alternate location for the Grand Jury which may not be as desirable and/or may have a greater lease amount.

FINANCIAL IMPACT:
unchanged from last year - $810/per month. The necessary appropriations have been included in the Fiscal Year 2021-22 Requested Budget.

ATTACHMENTS:
Grand Jury Lease 2021-22 (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# 12042

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into in the County of Mariposa, State of California, as of _____, 2021, by and between Homen Properties LLC, hereinafter referred to as **LESSOR**, and the County of Mariposa, hereinafter referred to as **LESSEE**.

WITNESSETH

WHEREAS, **LESSOR** owns real property located in the County of Mariposa commonly known as Office Number 6-C, in the building located at 5320 Highway 49 N, Mariposa, California; and

WHEREAS, the parties wish to provide for the leasing of said property by the **LESSOR** to the **LESSEE**;

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The leased **PREMISES** is the real property located in the County of Mariposa commonly known as Office Number 6-C, in the building located at 5320 Highway 49 N, Mariposa, California.

2. **CONSIDERATION**: For and in consideration of Eight Hundred Ten Dollars ($810.00) per month. **LESSOR** agrees to lease the real property described above commencing on July 1, 2021 and terminating on June 30, 2022. This Lease is renewable thereafter as mutually agreed by the **LESSOR** and **LESSEE**.

Attachment: Grand Jury Lease 2021-22 (RES-2021-453 : Renew Grand Jury Lease Agreement)

3. **USE:** The **PREMISES** which are the subject of this Lease shall be used as an office space for the Mariposa County Grand Jury.

4. **COMPLIANCE WITH LAW:** **LESSEE** shall comply with all laws, ordinances, rules, regulations and requirement of county, state and federal government, or of any department, bureau or official thereof having jurisdiction.

5. **INSPECTION BY CERTIFIED ACCESS SPECIALIST:** As required by California Civil Code section 1938, **LESSOR** represents that premises have not undergone inspection by a Certified Access Specialist (CASp).

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

6. **ASSIGNMENT:** Except as expressly provided herein, **LESSEE** shall not assign this Lease nor any right hereunder, nor sublet the **PREMISES**, nor any part thereof, or suffer any other person to occupy the said **PREMISES** or any portion thereof without prior written consent of the **LESSOR**, which consent shall not be unreasonably withheld. Any such assignment, subletting or occupation by any other person without such consent shall be void, and shall at the option of **LESSOR** terminate this Lease. This provision does not prohibit the **LESSEE** from renting or allowing other parties to utilize the **PREMISES** for permitted functions and events.

Attachment: Grand Jury Lease 2021-22 (RES-2021-453 : Renew Grand Jury Lease Agreement)

7. **IMPROVEMENTS, CONSTRUCTION, ALTERATION, REMOVAL: LESSEE** may maintain on the **PREMISES** improvements as necessary to facilitate the use of the **PREMISES**. Any such structure and/or alteration shall remain the sole and separate property of **LESSEE** and at the termination of this Lease shall be removed at the **LESSEE'S** expense within a reasonable time or disposed of as otherwise mutually agreed by **LESSEE** and **LESSOR**.

8. **MAINTENANCE AND REPAIR**: **LESSEE** will be responsible for all maintenance and repairs of **LESSEE** installed interior improvements. **LESSEE** agrees to maintain the **PREMISES** in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable federal and state laws and ordinances of the County of Mariposa. **LESSOR** shall notify the **LESSEE** in writing of any necessary maintenance or repair of any structure placed on the leased **PREMISES** by **LESSEE**. **LESSOR** shall maintain and repair all structures and utilities, including but not limited to heat, air conditioning, water, and sewer. Failure to repair and maintain the **PREMISES** shall be a breach of this Lease and **LESSEE** may at its option terminate this Lease.

9. **RIGHT OF RE-ENTRY OF LESSOR:** It is expressly agreed that in the event **LESSEE** creates or causes any breach of this Lease, **LESSOR** shall have the right and option to re-enter said **PREMISES**, take possession thereof, and remove all persons as provided by law.

10. **SURRENDER OF POSSESSION:** At the expiration of this Agreement, **LESSEE** promises and agrees to deliver unto **LESSOR** the Leased **PREMISES** in as good condition as at the date of execution of this Agreement, reasonable wear and tear excepted.

11. **INDEMNITY: LESSEE** agrees to indemnify, protect, defend and hold **LESSOR** and its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of **LESSEE'S** use or the

Attachment: Grand Jury Lease 2021-22 (RES-2021-453 : Renew Grand Jury Lease Agreement)

use of any guests, invitees or agents of **LESSEE** of the leased **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, claims, demands, actions, losses, damages, and costs of any type or nature arising from the sole negligence of **LESSEE**. **LESSOR** shall indemnify, protect, defend, and hold **LESSEE** and its officers, agents, and employees free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including but not limited to, all costs of defense thereof, caused by or arising out of, or in any way related to **LESSOR'S** obligations to maintain and repair the **PREMISES**, or any negligence of **LESSOR**, or any structural or other defects of the **PREMISES**.

12. **INSURANCE:** **LESSEE** will provide insurance coverage as of the commencement of this Lease and during any right of occupancy of the leased **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement as follows:

A. **General Liability and Bodily Insurance**: **LESSEE** shall obtain and keep in full force and effect general liability coverage of at least One Million Dollars ($1,000,000) combined limit for bodily injury and property damage.

13. **CHANGE OF ADDRESS:** It shall be **LESSOR'S** responsibility to inform **LESSEE** of any change of address.

14. **INSPECTION:** **LESSOR** shall be permitted to enter and view the **PREMISES** at any reasonable time for the purpose of inspecting or maintaining such **PREMISES** and doing any and all things with reference thereto which the **LESSOR** is obligated to do.

15. **TERMINATION PRIOR TO EXPIRATION:**

A. The **LESSOR** shall have the right to terminate this Lease, on the occurrence of any of the following events:

Attachment: Grand Jury Lease 2021-22 (RES-2021-453 : Renew Grand Jury Lease Agreement)

(i) The failure of the **LESSEE** to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease.

(ii) The abandonment of the leased **PREMISES**. Should this occur **LESSOR** shall not be responsible for the custodial protection of **LESSEE'S** abandoned property, fixtures or equipment.

B. **LESSEE** shall have the right to terminate this Lease upon sixty (60) days written notice.

C. It is mutually agreed that if **LESSEE**, during any fiscal year covered by this Agreement fails to appropriate sufficient funds to continue this Agreement, this Agreement shall be of no further force and effect. California State Constitution Article XVI section 18.

16. **BREACH:** In the event of breach of this Lease by **LESSEE**, **LESSOR** shall be entitled to all rights and remedies provided by law in addition to the specific remedies mentioned herein.

17. **PARTNERSHIP DISCLAIMER:** It is mutually understood and agreed that nothing in this Lease is intended to or shall be construed as in any way creating or establishing the relationship of partners between the parties hereto, or as constituting the **LESSEE** as an agent or representative of the **LESSOR** for any purpose or in any manner whatsoever.

18. **NOTICES:** Any notice to the **LESSEE** shall be sufficient if sent by certified mail, postage prepaid, addressed to County Administrative Officer, County of Mariposa, P.O. Box 784, Mariposa, CA 95338. Any notice to the **LESSOR** shall be sufficient if sent by certified mail, postage prepaid, addressed to P.O. Box 382, Snelling, CA 95369.

19. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or

Attachment: Grand Jury Lease 2021-22 (RES-2021-453 : Renew Grand Jury Lease Agreement)

prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

20. **SUCCESSOR:** This Lease shall be binding upon and inure to the benefit of all the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed the day and year first above written.

LESSOR:

MARGARET HOMEN
Homen Properties LLC

LESSEE:

MARSHALL LONG, Chairman
Mariposa County Board of Supervisors

ATTEST:

RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel

Attachment: Grand Jury Lease 2021-22 (RES-2021-453 : Renew Grand Jury Lease Agreement)

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-454

MEETING: August 3, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approval of Agreement with Area 12 Agency on Aging FY 2021-22

RECOMMENDATION AND JUSTIFICATION:
Approve the Area 12 Agency on Aging (A12AA) Standard Agreement for Senior Meals and Transportation Programs for FY 2021-2022 in an amount not to exceed $161,248; Authorize the Board of Supervisors Chair to sign the agreement; and Designate the Health and Human Services Agency Director as the Designee to Complete and Sign Documents Per Exhibit E of the Agreement.

Senior programs include the following:

- Congregate Meals
- Home Delivery Meals
- Transportation

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On June 9, 2020, the Board approved the initial Area 12 Agency on Aging (A12AA) Contract Extension Proposals for fiscal year 2020-21, Res. No. 2020-302. Included with this Board item are two (2) original standard agreements with support documents, Attachments A through D along with Exhibits A through H, between Area 12 Agency on Aging and Mariposa County Health & Human Services Agency, Adult & Aging Services, for the above stated programs for Fiscal Year 2020-2021. Board Chair and County Counsel signatures are required.

On July 7, 2020, the Board approved Standard Agreements for Senior Meals and Transportation Programs for FY 2020-2021 through Resolution No. 2020-375.

On June 15, 2021, the Board approved Proposed Agreements for Senior Meals and Transportation for FY 2021-2022 through Resolution No. 2021-349.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Mariposa County Health & Human Services Agency, Adult & Aging branch, would not receive the funding from A12AA to offset the costs of the above listed senior programs if negative action were to be taken. Funding losses would include: Title III C-1 Congregate-- $81,840.00, Title III C-2 Home Delivered-- $34,588.00, and Title III-B Transportation-- $45,000.00.

REF ID# 11982

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

ATTACHMENTS:
A12AA Contract FY 2021-2022 (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

STANDARD AGREEMENT BETWEEN

MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY, AGING & ADULT SERVICES

As SERVICE PROVIDER
5362 Lemee Lane, PO Box 99, Mariposa, CA 95338
Mariposa County Senior Center, 5246 Spriggs Lane, Mariposa, CA 95338
Mariposa County

Agreement Number: FY2021-2022 – Mariposa County HHS Agency, Aging & Adult Services
Programs: Congregate Meals, Home Delivered Meals and Transportation

OLDER AMERICANS ACT (OAA) FUNDING
TITLES III-B, C, D, AND VII(a) and VII(b)

And

AREA 12 AGENCY ON AGING

(Hereinafter Referred to as A12AA)
19074 Standard Road, Suite A, Sonora, California 95370

WITNESSETH:

1. TERM

This **AGREEMENT ("Agreement")** is made and entered into this 1st day of July, 2021, by and between A12AA and Mariposa County Health & Human Services Agency, Aging & Adult Services (**"Contractor"**) pursuant to the following terms and conditions.

The term of this Agreement is July 1, 2021 through June 30, 2022.

2. COMPENSATION

The maximum amount of this Agreement is $161,428.00, one hundred sixty one thousand, four hundred twenty-eight dollars and no cents.

Congregate Meals	$ 72,624.00
Congregate Meals NSIP	9,216.00
Home Delivered Meals	27,310.00
Home Delivered Meals NSIP	7,278.00
Transportation	+ 45,000.00
TOTAL:	$ 161,428.00

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

3. SERVICES

Contractor shall provide congregate meals, home delivered meals and transportation services, as described in Exhibits A - H, which are attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

Exhibit A -	Scope of Work	11 Pages
Exhibit B -	Budget Detail and Payment Provision	8 Pages
Exhibit C -	General Terms and Conditions	5 Pages
Exhibit D -	Special Terms and Conditions	31 Pages
Exhibit E -	Additional Provisions	7 Pages
Exhibit F -	Non-Expendable Equipment/Vehicle Inventory	1 Page
Exhibit G -	Performance Standards	4 Pages
Exhibit H -	Condition Statement(s), (RFP, Contract Renewals, and Program Standards)	30 Pages

This document is a binding agreement to conduct a service program for older adults age 60+ in a manner consistent with the intent and regulations applicable to service programs under Title III of the Older Americans Act of 1965, as amended, and Older Californians Act of 1980, as amended.

4. FUNDING AVAILABILITY

The funding amounts contained in this Agreement represent A12AA's best estimate of available funding. This Agreement may be subject to modification by A12AA if estimates change. It is mutually agreed that if the A12AA budget 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, A12AA shall have no liability to pay any funds whatsoever to Contractor or to furnish any other consideration under this Agreement 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.

Available funds may supplement, but not replace other funds.

5. RENEWAL

This Agreement may be eligible for renewal in each of the subsequent three years following the initial RFP cycle, 2018-2022, and are subject to funding availability and Contractor's fulfillment of its contractual responsibilities.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

6. NON-DISCRIMINATION

Contractor agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5 as amended; California Government Code section 12940 (c)(h)(l), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Part 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42] by ensuring that employment practices and the administration of public assistance and social services program are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, gender identification, color, disability, medical condition, national origin race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is binding on the Contractor directly through contract, license, or other provider services, so long as it receives federal or state assistance.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

7. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless A12AA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

If such indemnification becomes necessary, A12AA shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend A12AA. This indemnification clause shall survive the termination or expiration of this Agreement.

8. ASSIGNMENT

This Agreement is for the professional services of Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of A12AA. Any assignment without the express prior written consent of A12AA is void.

9. 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 A.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, A12AA, 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 A12AA property, dishonesty, or theft.

D. If A12AA terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by A12AA in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that A12AA may, in it's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to A12AA as of the termination date.

10. DISPUTES

Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be

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entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

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 Tuolumne, State of California.

11. INSURANCE

A. Contractor shall provide at its own expense and maintain at all times the following insurance with insurance companies acceptable to A12AA and the California Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to A12AA and the Department of General Services. Contractor shall provide notice to A12AA thirty (30) days prior to cancellation or material change for all of the following stated insurance policies:

i. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).

ii. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars ($1,000,000) for bodily injury and one hundred thousand dollars ($100,000) property damage combined. Higher limits may be required by A12AA in cases of higher than usual risks. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.

iii. Automobile Liability insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles. This insurance shall cover volunteers and paid employees providing services supported by this Agreement.

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iv. Automobile Liability for Charter-Party Carriers: If applicable, contractors and subcontractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows: $750,000 if seating capacity is under 8; $1,500,000 if seating capacity is 8-15; $5,000,000 if seating capacity is over 15, unless otherwise amended by future regulation.

v. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees or subcontractors. The amount of this insurance shall not be less than one million dollars ($1,000,000) per claim.

vi. The Certificate of Insurance shall provide the statement: "The Area 12 Agency on Aging, its officers, agents, employees, and servants are included as additional insured's, with respect to work performed for the Area 12 Agency on Aging ."

vii. The A12AA shall be named the certificate holder and the A12AA address must be listed on the certificate.

12. 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.

All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

As applicable, Contractor shall comply with the State of California's General Terms and Conditions GTC-610, effective 6/9/2010, which is attached hereto as Exhibit C and incorporated herein by reference.

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13. APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with all A12AA policies and State and Federal regulations and requirements as applicable, including, but not limited to:

Dietary Guidelines for Americans
California Welfare and Institutions Code
California Code of Regulations, Title 22, Division 1.8, CDA
California Retail Food Code
California Retail Food Code: Grandfather Clause for Pre-existing, Non-conforming structures & Equipment
Older Californians Act
Older Americans Act, as Amended 2016
Code of Federal Regulations
United States Code (USC), Title 42, Chapter 35 – Program for Older Americans
CDA Services Categories and Data Dictionary, 2018
California Department of Aging (CDA)

- Elderly Nutrition Program – regulations and program management resources Laws/Regulations/Policies

14. MISCELLANEOUS

A. Request for Proposal (RFP)/Contract Renewal Proposal: Incorporated by reference. The approved scope of services (Scope of Work) performance levels, planned activities, and budgets in the proposal of Contractor are hereby incorporated by reference and are made a part of this Agreement. As such, Contractor shall be accountable for the contents of these parts of the proposal(s) in addition to the requirements in this Agreement. No scope of service will be reduced during the first year of this Agreement unless initiated by A12AA.

B. Amended Agreements: Contractor's proposal may be negotiated by A12AA to refine service delivery, procedures, funding levels and/or to adjust service levels to funding.

C. Sanctions: A sanction results from failure by Contractor to comply with the terms of this Agreement. Sanction actions may include withholding of funds, suspension of funds, reduction of funds, ineligibility for One-Time-Only (OTO) funding and termination.

15. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to A12AA 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

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Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that A12AA agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

16. 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 A12AA. 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.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) **Mariposa County Health & Human Services Agency, Aging & Adult Services**	
BY (Authorized Signature)	
PRINTED NAME AND TITLE OF PERSON SIGNING	DATE SIGNED
ADDRESS PO Box 99, Mariposa, CA 95338, Mariposa, CA 95338	
AGENCY NAME **Area 12 Agency on Aging**	
BY (Authorized Signature)	DATE SIGNED 7-16-21
PRINTED NAME AND TITLE OF PERSON SIGNING Kristin Millhoff, Executive Director	
ADDRESS 19074 Standard Road, Suite A, Sonora, California 95370	

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Provider Contract with Area 12 Agency on Aging
Summary of Contract Changes made to FY 2021-2022

Location	What was changed	Rationale for change
All programs Exhibit A Article I.A.2	Added language: Title IIIB (Supportive Services) means a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]	CDA - Updated, Older American Act of 1965, enacted March 25, 2020
Nutrition Exhibit A Art. III.A.5 or Art. III.B.5	CONTRACTOR shall be reimbursed at a per meal/unit rate.	Added language for clarification
Transportation Exhibit A Art. III.A.7 or Art. III.B.7 or Art. III.C.7	CONTRACTOR shall be reimbursed at a per trip/unit rate.	Added language for clarification
Ombuds Exhibit A Article I.B.8	hereinafter referred to as residents, regardless of their socio-economic status or area of residence.	CDA - 2020 revision of the Older Americans Act has updated the definition of 'resident'
Ombuds Exhibit A Article I.B.8	[OAA §§ 102(35), 321(a)(10), 711(6);	CDA - Added citation to the definition of 'resident' in the OAA
Ombuds Exhibit A, Article I. B.3	45 CFR 1324.1	CDA - Section numbers were changed in a

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		regulatory update. Other citations have already been changed.
Ombuds Exhibit A Article I.B.1	45 CFR 1324.1	CDA - Section numbers were changed in a regulatory update. Other citations have already been changed.
Ombuds Exhibit A Article I.B.3	Fulfill the functions, responsibilities and duties set forth in OAA § 712(a)(3)	CDA - Corrected citation in the text
Ombuds Exhibit A Article II.B.3	Regardless of the source of the complaint, Ombudsman representatives must act with appropriate consent and support and maximize resident participation in the process of resolving the complaint.	CDA - Added language about the requirement for consent; stressing the importance of consent to the work of Ombudsman representatives.
Ombuds Exhibit A Article II.B.6.a.	[Probate Code § 4675]	CDA - Corrected an incorrect citation and format citation for consistency
Ombuds Exhibit A Article II.B.6.b	[HSC § 1289]	CDA - updated formatting for consistency
Ombuds Exhibit A Article II.B.12	…Skilled Nursing Facility Quality and Accountability funds, CARES Act funds, Elder Justice Act funds, Older Americans Act funds …	CDA - Included two additional federal funding sources that are now available
Ombuds Exhibit A Article II.B.13	…Skilled Nursing Facility Quality and Accountability funds, CARES Act funds, Elder Justice Act funds, Older Americans Act funds …	CDA - Included two additional federal funding sources that are now

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		available
Ombuds Exhibit A Article II.B.14	…Skilled Nursing Facility Quality and Accountability funds, CARES Act funds, Elder Justice Act funds, Older Americans Act funds …	CDA - included two additional federal funding source that are now available
All programs Exhibit B Article II.C.	1. Personnel Costs – annual FTE wage rates and personnel classifications together with the percentage of time to be charged, specified for each funding source. 2. Fringe Benefits – specified for each funding source. 3. Staff Travel – mileage reimbursement, lodging, per diem and other travel costs, specified for each funding source. 4. Staff Training – attendance cost for necessary training, specified for each funding source. 5. Property/Equipment – detailed descriptions and unit costs, specified for each funding source. 6. Supplies – to include items below the $5,000 equipment threshold, specified for each funding source. 7. Vendor/Consultant Agreements – specified for each funding source. 8. Food – used in delivering Congregate and Home-Delivered Meals. 9. Other – Facilities and other ordinary and necessary costs specified for each funding source. 10. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval. 11. Subrecipient Contractor Services – summary costs for subcontracted programs specified for each funding source.	CDA - Align with Area Plan CDA 122 budget form cost requirements.

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	12. Indirect Costs	
Ombuds Exhibit B Article IV.B	Ombudsman Citation Penalties Account, Licensing and Certification Program Fund, Skilled Nursing Facility Quality and Accountability Fund, CARES Act, Elder Justice Act, and Older Californians Act.	CDA - Included two additional federal funding sources that are now available
Ombuds Exhibit E Article I.B.6	OAA § 712(h)(6)(B)	CDA Corrected citation
Ombuds Exhibit E Article I.B.8	OAA § 712(h)(8)	CDA Corrected citation
Ombuds Exhibit E Article I.B.11	The Local Ombudsman Program Coordinator shall attend OSLTCO New Coordinator Training . . .	CDA correction to better reflect this as a contract requirement
Ombuds Exhibit E Article I. B.13	OAA § 712(a)(3)(D)	CDA citation
Nutrition Exhibit E Article II.F	The Contractor shall provide quarterly data about their Title III C-2 Wait List, using a template provided by CDA, via email to CDANutritionandHealthPromotion@aging.ca.gov. The categories may include, but are not limited to the following: • Number of unduplicated clients on the Wait List • Number of unduplicated clients removed from Wait List • Number of new unduplicated clients added to the Wait List	CDA added language

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ARTICLE I. PROGRAM DEFINITIONS

A. DEFINITIONS SPECIFIC TO TITLE III PROGRAMS

1. **Program Requirements** means Title III program requirements found in the Older Americans Act (OAA 42 USC Section 3001-3058); Code of Federal Regulations (45 CFR 1321); Title 22, California Code of Regulations (CCR), Section 7000 et seq.; California Department of Aging (CDA) Program Memoranda and California Retail Food Code (CRFC).

2. **Title IIIB (Supportive Services)** means a variety of services including, but not limited to: personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the National Aging Programs Information Systems (NAPIS) categories and National Ombudsman Reporting System (NORS). [OAA §321(a)]

3. **Priority Services for Title IIIB** means those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services for families of older individuals who are victims of Alzheimer's disease and related disorders with neurological and organic brain dysfunction; and legal assistance.

4. **Title IIIC-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title IIIC-1 congregate nutrition site, the site must meet all of the following criteria:

   a. Be open to the public. [45 CFR 1321.53(b)(3)]

   b. Not means tested. [OAA §315(b)(3)]

   c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA §315(b)(4);22 CCR 7638.9]

   d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]

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5. **Title IIIC-2 (Home Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). [22 CCR 7135; 22 CCR 7638.7(c)]

6. **Nutrition Services Incentive Program (NSIP)** means the program whose purpose is to provide incentives to encourage and reward effective performance by Area Agency on Aging (AAA) in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each *Planning and Service Area* (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.

7. **Matching Contributions** mean local cash and/or in-kind contributions by Contractor, subcontractor, or other local resources that qualify as match for the contract funding.

8. **In-kind Contributions** mean the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

9. **Non-matching Contributions** mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).

10. **Program Income** means revenue generated by Contractor or subcontractor from contract-supported activities. Program income is:

    a. Voluntary contributions received from a participant or responsible party as a result of services received.

    b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.

    c. Royalties received on patents and copyrights from contract-supported activities.

    d. Proceeds from sale of items fabricated under a contract agreement.

11. **One-Time-Only** include the following:

    a. Titles III and VII federal funds allocated to the AAA in a state fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to CDA in the Financial Closeout Report (CDA 180). [Title 22 CCR 7314(a)(6)]

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b. Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by the A12AA or CDA. [22 CCR 7314(a)(7)]

c. Supplemental Title III and VII program funds allocated by the CDA to A12AA as a result of the federal re-allotment process. [22 CCR 7314(a)(8)]

12. **Indirect Costs** means costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

13. **Eligible Service Population** for Title IIIB and IIID means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E); Title 22, CCR, §§7119, 7125, 7127, 7130, 7135 and 7638.7]

14. **Eligible Service Population** for Title IIIC-1 and IIIC-2 means individuals 60 years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income, minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas. [OAA, §305 (a)(2)(E); Title 22, CCR, §§7119, 7125, 7127, 7130, 7135 and 7638.7(a)(1)-(4)]

a. Individuals eligible to receive a meal at a congregate nutrition site are:

(i) Any older individual.

(ii) The spouse of any older individual.

(iii) A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

(iv) A disabled individual who resides at home with and accompanies an older individual who participates in the program.

(v) A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); OAA 339(H)]

b. Individuals eligible to receive a home-delivered meal are individuals who are:

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(i) An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness or disability, or otherwise isolated, shall be given priority in the delivery of services [45 CFR 1321.69(a)].

(ii) A spouse of a person described in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.

(iii) An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

15. **Individual with a disability.** The term 'individual with a disability' means an individual with a disability as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]

ARTICLE II. SCOPE OF WORK

A. Contractor shall:

1. Implement the statutory provisions of the Title III and Title VII Programs (OAA §306) in accordance with State and Federal laws and regulations. Contractor shall make every effort to meet the goals and objectives stipulated in the four-year Area Plan and annual updates of the Area Plan's Goals, Objectives, and Service Unit Plan, herein incorporated into this Agreement by reference. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, A12AA. A service unit reduction of any kind requires written approval from A12AA. [22 CCR 7306(a)]

2. Establish and maintain an organization that shall have the ultimate accountability for funds received from A12AA and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and Federal laws and regulations including data reporting requirements.

3. Meet the adequate proportion requirements for priority services as required under OAA §306(a)(2) and CCR Section 7312.

4. Meet the requirements under the OAA §301(a)(1)(A) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.

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5. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA §301(a)(1)(B).

6. Provide a continuum of care for the vulnerable eligible service population as required under OAA §301(a)(1)(C).

7. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA §301(a)(1)(D).

8. Contractor shall enter into contracts with subcontractors which require them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).

9. Monitor, on an ongoing basis, Contractor's use of Federal and State funds through reporting, site visits, regular contact, or other means to provide a reasonable assurance Contractor administers Federal and State awards in compliance with laws, regulations, and the provision of contracts that performance goals are achieved. A12AA must follow up and ensure that Contractor takes timely and appropriate action on all deficiencies pertaining to the Federal program detected through monitoring and on-site review. [CFR 75.352] Onsite program monitoring will be conducted every two years for all programs except Title IIIC-1 and Title IIIC-2 which will be conducted every year. Onsite Fiscal monitoring must be conducted every two years for all programs including Title IIIC-1 and Title IIIC-2.

10. Maintain a current Policy and Procedure Manual which includes administrative, program and operational procedures as outlined by this Agreement.

11. Maintain or increase the number of Title IIIC-1 and IIIC-2 meals served if Federal and/or State funds for meal programs increase. This Agreement shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CalCode).

12. Monitor nutrition programs as required by Title 22 Section 7634.3 (d). AAA Registered Dietician (RD) must inspect on-site annually each food preparation site (central kitchen). However, non-food preparation congregate dining sites must be inspected using a standardized procedure developed by A12AA that assures all sites are seen systematically, but not necessarily every year. Consistent with generally accepted standards for food safety A12AA policies and procedures must guarantee the following:

    a. Inspect non-food preparation nutrition sites at least every other year.

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b. Inspect non-food preparation nutrition sites more often if they are seen to have an increased risk for food safety violations or a history of corrective actions.
c. Inspect central kitchens on-site annually. [22 CCR 7634.3(d)]

13. A12AA will provide support and technical assistance to Contractor and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.

14. Distribute and maintain up-to-date A12AA and CDA requirements so that all responsible persons have ready access to standards, policies, and procedures.

15. Provide program information and assistance to the public.

16. Distribute satisfaction surveys to Title IIIB, IIIC, VIIA and VIIB participants that receive services, at a minimum annually, to gain consumer input.

17. Maintain a program data collection and reporting system as specified in Exhibit E.

18. Maintain a current desk manual for each position outlining daily, weekly, monthly and quarterly tasks employee performs to complete his/her job.

19. Ensure that meal counts associated with Title IIIC-1, IIIC-2 and NSIP are in accordance with 22 CCR 7638.7(a)(1)-(4).

20. Offer a meal to a volunteer under the age of sixty (60) if doing so will not deprive an older individual of a meal. [22 CCR 7638.7(b)(1)] Contractor shall develop and implement a written policy for providing and accounting for volunteer meals. [22 CCR 7638.7(b)(2)]

21. Provide a home delivered meal to an eligible individual who is:

a. An older individual who is frail as defined by 22 CCR 7119, and homebound by reason of illness, disability, or isolation.
b. A spouse of a person in 22 CCR 7638(c)(1), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
c. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
d. Priority shall be given to older individuals identified in 22 CCR 7638.7(c)(1).

22. Report a meal only once either as a Title III meal or a Title VI meal.

23. Adhere to 48 CFR 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of

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the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

24. Recognize any same-sex marriage legally entered into in a United States (U.S.) jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. Territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationship recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipient must review and revise, as needed, any policies and procedures which interpret or apply federal statutory or regulatory references to such terms as 'marriage,' 'spouse,' 'family,' 'household member' or similar references to familial relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in the U.S. Department of Health & Human Services (HHS) statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein. [1 U.S.C. 7 – Section 3 of the Defense of Marriage Act]

25. Where feasible, Provider should coordinate services with Focal Points for senior services in their community. Focal Points are senior or community centers, designated by A12AA, where onsite senior information and referral and linkage/coordination with needed services for seniors are available. Acceptable methods of coordination include providing the Focal Points with informational materials about the services, letters or memoranda of agreements and collocation of services. 42 USC 3026(a)(3)(B)

26. Maintain or increase the number of Title IIIC-1 and IIIC-2 meals served if Federal and/or State funds for meal programs increase. This Agreement shall promote and maintain high standards of food safety and sanitation as required by (CalCode).

27. A12AA will review, approve, and monitor Contractor budgets and expenditures and any subsequent amendments and revisions to budgets. Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.

28. Provide a home-delivered meal to an eligible individual. [22 CCR 7638.7(c)]

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ARTICLE III. SCOPE OF WORK, SPECFIC GOALS AND OBJECTIVES

A. ***Congregate Meals:*** To maintain or improve the physical and social well being of older persons (60+) through appropriate nutrition services.

Provision of a meal to an eligible client or other eligible participant at a nutrition site, senior center or some other congregate setting.

The following units of service are required for a home delivered nutrition program. Meals must comply with the Dietary Guidelines for Americans (published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture;

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intake (DRI) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences;

If two meals are served, together they must provide a minimum of 66 and 2/3 percent of the current daily DRI; and,

If three meals are served, together they must provide a minimum of 100 percent of the current daily DRI;

UNIT: One meal served;

1. CONTRACTOR shall make services available to all persons sixty (60) years of age and older under this Agreement with the following exceptions:

   a. Persons requesting services that extends beyond the scope of the program;
   b. Persons requesting services who reside outside the program's established geographic service boundaries; and
   c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.

2. CONTRACTOR shall ensure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.

3. CONTRACTOR shall provide Congregate Meal services as described in the program proposal for Congregate Meals for FY 2021-2022.

4. CONTRACTOR shall provide a total of 9,481 units of congregate nutrition to a total number of 200 unduplicated persons eligible for service under the Title IIIC-1 award.

5. CONTRACTOR shall be reimbursed at a per meal/unit rate.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Nutrition Education: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

B. ***Home-Delivered Meals:*** To maintain or improve the physical and social well being of older persons (60+) through appropriate nutrition services.

Provision of a meal to an eligible client or other eligible participant at the client's place of residence.

The following units of service are required for a home delivered nutrition program. *Meals* must comply with the Dietary Guidelines for Americans (published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture;

If one meal is served, it must provide a minimum of 33 and 1/3 percent of the current daily Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences;

If two meals are served, together they must provide a minimum of 66 and 2/3 percent of the current daily DRI; and,

If three meals are served, together, they must provide a minimum of 100 percent of the current daily DRI;

UNIT: One meal delivered;

1. CONTRACTOR shall make services available to all persons sixty (60) years of age and older under this service Agreement with the following exceptions:
   a. Persons requesting services that extends beyond the scope of the program;
   b. Persons requesting services who reside outside the program's established geographic service boundaries; and
   c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.
2. CONTRACTOR shall ensure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.
3. CONTRACTOR shall provide Home-Delivered Meal services as described in the program proposal for Home-Delivered Meals for FY 2021--2022.
4. CONTRACTOR shall provide a total of 5,462 units to a total of 90 unduplicated persons eligible for service under the Title IIIC-2 award.
5. CONTRACTOR shall be reimbursed at a per meal/unit rate.

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Nutrition Education: quarterly nutrition education materials provided by A12AA, which may include but not limited to flyers, brochures, or other printed materials that can be distributed to participants, must be distributed as indicated by A12AA.

C. ***Transportation:*** To assist older persons (60+) to live independently by providing transportation to and from their home to appropriate medical appointments and other community destinations such as the bank, grocery store, pharmacy, or other related errands.

Provision of a means of transportation for a person who requires help in going from one location to another, using a vehicle. Does not include any other activity.

The fundable activities under this program are Transportation: To take a client from one location (i.e., home, doctor office, pharmacy) to another.

UNIT: One one-way trip.

Transportation services shall be provided to persons who are age 60+ and reside within Mariposa County and PSA 12.

1. **CONTRACTOR** shall make services available to all persons sixty (60) years of age and older under this Agreement with the following exceptions:
   a. Persons requesting services that extends beyond the scope of the program;
   b. Persons requesting services who reside outside the program's established geographic service boundaries; and
   c. Persons requesting services when the program is serving at capacity and cannot accommodate additional clients.
2. **CONTRACTOR** shall insure that the program coordinates its service with other local private and public service providers to promote program efficiency and utilization of existing services and minimize the incidence of service duplication.
3. **CONTRACTOR** shall provide Transportation services as described in the program proposal for Transportation services for FY 2021-2022.
4. **CONTRACTOR** shall provide a total of 2,500 units of Transportation service to a total of 90 unduplicated persons eligible for service under the Title IIIB award.
5. **CONTRACTOR** shall perform the service of transportation in the County of Mariposa and have the ability to provide occasional transportation for medical appointments to the bordering counties, if the documented need arises.
6. **CONTRACTOR** shall develop out-of-county medical trip procedures when providing the service. Contractor shall include the following:
   a. "Out of county" trips shall be limited to medical appointments not met by the in-county medical community.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

b. Provide individual documentation of the need for out of county medical transportation. Documentation must prove that all available options have been exhausted and must include detailed information on intake sheet to determine use of transportation funds.
c. Provision to ensure "out of county" trips shall not take precedence over "in-county" transportation.

7. **CONTRACTOR** shall be reimbursed at a per trip/unit rate.

8. **CONTRACTOR** shall conform to all parameters stated in this Agreement by A12AA for IIIB Transportation program.

9. **CONTRACTOR** shall provide transportation services to Mariposa County residents.

10. All services shall be provided by June 30, 2022.

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ARTICLE I. FUNDS

A. Expenditure of Funds

1. Contractor shall expend all funds received hereunder in accordance with this Agreement.

2. Funds made available for Ombudsman volunteer recruitment activities in the Budget Act shall be used by Contractor to maintain or expand the activities of the Long-Term Ombudsman Program.

3. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with California Department of Human Resources (CalHR) rules and regulations.

In-State:

- Mileage/per diem (meals and incidentals)/Lodging: http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

Out-of-State:

- http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201

This is not to be construed as limiting Contractor from paying from funds other than those provided by A12AA any differences in costs between the Department of Personnel Administration rates and any rates Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the A12AA and the California Department of Aging (CDA). [SCM 3.17.2.A(4)]

4. A12AA reserves the right to refuse payment to Contractor or disallow costs for any expenditure, as determined by the A12AA to be out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability of Funds

1. Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by Contractor, and shall be maintained in accordance with generally accepted accounting principles and procedures and the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [2 CFR Part 200; 45 CFR 75]

2. Financial Management Systems

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR 75.302 as well as those stipulated in 2 CFR §200.302.

Financial Management:

a. Financial Reporting
b. Accounting Records
c. Internal Control
d. Budgetary Control
e. Source Documentation
f. Cash Management (written procedures)
g. Allowable Costs (written procedures)
h. Complete Disclosure

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, Contractor shall return to A12AA immediately upon written demand any funds provided under this Agreement which are not payable for goods and services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability of funds in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to A12AA and the California Department of Aging (CDA) by the United States Government for the purpose of these programs. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the CDA, the State of California or by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State and A12AA Liability

Payment for performance by Contractor shall be dependent upon the availability of future appropriations by the State of California or by Congress for the purposes of this contract and approval of an itemized Area Plan Budget (CDA 122). No legal liability on the part of the State or A12AA for any payment may arise under this Agreement until funds are made available, the itemized budget is received and approved by A12AA, and Contractor has received an executed Agreement.

4. Funding Reduction(s)

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

a. If funding for any State fiscal year is reduced or deleted by the State of California, or by Congress for the purposes of this program, A12AA shall have the option to either:

- Terminate this Agreement pursuant to Exhibit D, Article XII, A of this Agreement; or
- Offer an amendment to this Agreement to reflect the reduced funding for this contract.

b. In the event that A12AA elects to offer an amendment, it shall be mutually understood by both parties that (1) A12AA reserves the right to determine which agreements, if any, under this program, shall be reduced, and (2) some contracts may be reduced by a greater amount than others, and (3) that A12AA shall determine in its sole discretion the amount that any or all of the agreements shall be reduced for the fiscal year.

E. Interest Earned

1. Contractor may keep interest earned on advances of federal funds up to $500 per year for local government agencies or $250 for non-profit organizations to be used for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to A12AA. [2 CFR 200.305(b)(9); [45 CFR 75.305 (b)(9)]

2. If, as a result of advanced funds, Contractor earns interest on funds awarded by the A12AA, the interest shall be identified as non-match cash. [2 CFR 200.305 (b)(8)];45 CFR 75.305 (b)(8)]

3. Contractor may retain interest on non-federal funds if it reasonably demonstrates that such interest was earned on non-federal funds. If Contractor fails to adequately demonstrate the source of the interest, then such interest will be considered earned on federal funds and shall be remitted, at least annually, to A12AA. [45 CFR 75.305(b)(8)].

ARTICLE II. BUDGET AND BUDGET REVISION

A. Contractor shall be compensated for expenses only as itemized in the approved Contractor budget with the exception of line item budget transfers as noted in this Exhibit and shall not be entitled to payment for these expenses until Contractor's budget(s) are reviewed, approved and executed by A12AA. The approved budget(s) are hereby incorporated by reference into this Agreement as a part of this Exhibit B.

B. Contractor shall submit electronically the original Contractor Budget(s) with its Proposal, the Contract Renewal Proposals and this Agreement.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

C. Contractor budget(s) must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. Contractor budget(s) shall include, at a minimum, the following items when reimbursable under this Agreement:

1. Personnel Costs – annual FTE wage rates and personnel classifications together with the percentage of time to be charged, specified for each funding source.
2. Fringe Benefits – specified for each funding source.
3. Staff Travel – mileage reimbursement, lodging, per diem and other travel costs, specified for each funding source.
4. Staff Training – attendance cost for necessary training, specified for each funding source.
5. Property/Equipment – detailed descriptions and unit costs, specified for each funding source.
6. Supplies – to include items below the $5,000 equipment threshold, specified for each funding source.
7. Vendor/Consultant Agreements – specified for each funding source.
8. Food – used in delivering Congregate and Home-Delivered Meals.
9. Other – Facilities and other ordinary and necessary costs specified for each funding source.
10. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval.
11. Subrecipient Contractor Services – summary costs for subcontracted programs specified for each funding source.
12. Indirect Costs

D. Contractor shall submit any budget revisions electronically by the deadline set by A12AA.

E. The final date to submit budget revisions is April 15, 2021 unless otherwise specified by A12AA. Budget revisions must be submitted electronically.

F. Budget Service Category Transfers

1. Contractor may transfer funds between budget service categories under the following terms and conditions:

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

a. Contractor must submit a revised budget to A12AA for any transfer of funds for each funding source - Title III-B, C-1, C-2, and Title VII (A) and (B).

b. Contractor shall maintain a written record of all budget changes and clearly document service category changes. The record shall include the date of the transfer, the amount, and the purpose. This record shall be available upon request and shall be maintained in the same manner as all other financial records.

2. Approved transfers and budgets will be incorporated by reference into the current agreement.

3. Transfer of funds cannot be processed or approved after the end of the specified term of this Agreement.

G. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is not to exceed ten percent (10%) of Contractor's Modified Total Direct costs (MTDC), excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate accepted by all federal awarding agencies. [CFR 200.414(c)(1),(f;] [45 CFR 75.414(c)(1)(f)].

2. Indirect costs exceeding the ten percent (10%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III programs only. Contractors must receive prior approval from A12AA prior to budgeting the excess indirect costs as in-kind.

3. Contractor requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

4. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable).

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

1. Program income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

2. Program income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned (except as noted in 4).

3. For Titles III-B, III-C, VII Ombudsman, and VII Elder Abuse Prevention programs, program income must be spent before funds (except as noted in 4) and may reduce the total amount of funds payable to Contractor.

4. For Titles III-B, III-C, VII Ombudsman, and VII Elder Abuse Prevention programs, if program Income is earned in excess of the amount reported in the Contractor's budget(s), the excess amount may be deferred for use in the first quarter of the following agreement period, which is the last quarter of the federal fiscal year.

5. If Program income is deferred for use it must be used by the last day of the Federal fiscal year and reported when used.

6. Program income may not be used to meet the matching requirements of this Agreement.

7. Program income must be used to expand baseline services.

B. One Time Only ("OTO") Funds

1. OTO funds are non-transferable between funding sources. This means that OTO funds can only be used in the program in which they were accrued.

2. OTO funds can only be awarded to a Contractor that has a valid agreement with A12AA. All agreements shall be procured either through an open and competitive procurement process pursuant to Title 22 CCR Section 7352 or through a non-competitive award pursuant to Title 22 CCR Section 7360.

3. Titles III and VII federal program OTO funds shall be used for the following purposes:

   a. The purchase of equipment which enhances the delivery of services to the eligible service population must be an allowable cost of the program.

   b. Home and community-based projects that are approved in advance by A12AA and CDA and are designed to address the unmet needs of the eligible service population identified in the Area Plan.

   c. Innovative pilot projects which are approved in advance by A12AA and CDA, and are designed for the development or enhancement of a comprehensive and coordinated system of services as defined in 45 CFR 1321.53(a)(b).

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d. OTO funds can be used to maintain or increase baseline services. However, A12AA shall assure that services funded with OTO funds will not create an expectation of service delivery beyond the current contract period. Expenditures for baseline services require advance approval by A12AA. Expenditures for baseline services do not require advance CDA approval.

4. Nutrition Services Incentive Program (NSIP) OTO funds shall be used to purchase food used in the Elderly Nutrition Program.

C. Matching Contributions

'Matching Contributions' means local cash and/or in-kind contributions made by Contractor or other local resources that qualify as match for agreement funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

2. Any matching contributions (cash or in-kind) must be verifiable from the records of Contractor.

3. Matching contributions must only be used for allowable costs in accordance with the Office of Management Budget (OMB) cost principles.

4. In-kind contributions shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement. Any questions regarding in-kind or other unusual contributions must be directed to A12AA Executive Director.

D. Area Plan Administration

Area Plan Administration is comprised of federal funds from Titles IIIB, IIIC-1, IIIC-2 and IIIE.

E. Equipment

Equipment/Property with per unit cost over $5000 or any computing devices, regardless of cost requires justification from the Contractor and approval from A12AA and CDA and must be included in its approved Provider Budget.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. For Titles III-B, III-C, VII-A Ombudsman Supplement, and VII-B Elder Abuse Prevention, Contractor shall prepare and submit electronically to A12AA by the 15th of each month a detailed expenditure report and a request for funds, unless otherwise specified by A12AA.

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B. Ombudsman Citation Penalties Account, Licensing and Certification Program Funds, Skilled Nursing Facility Quality and Accountability Funds, CARES Act, Elder Justice Act, and Older Californians Act.

Contractor shall submit a monthly expenditure report and a request for funds by the 15th of each month unless otherwise specified by A12AA.

C. A12AA shall review requests for payment to ensure compliance with the approved Contractor budget(s).

D. Upon execution of this Agreement, A12AA will make monthly payments of NSIP funding to Contractor.

E. A12AA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to Contractor, until such time as A12AA determines that financial management standards are met.

F. Matching Requirements

1. Program matching contributions for Titles III-B, not including Ombudsman, and III-C is 15.3 percent.

2. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.

3. Program matching contributions for Titles III-B, not including Ombudsman, and III-C can be pooled to meet the minimum requirement of 15.3 percent.

4. Matching contributions generated in excess of the minimum amount required, are considered overmatch.

5. Of the total minimum matching contributions required for Titles III-B, not including Ombudsman, and III-C, at least 25% must be from local public agencies (i.e., city and county governments, school districts, special districts, and water districts).

ARTICLE V. CLOSEOUT

A. The Financial Closeout Report and the Report of Property Furnished/Purchased with Agreement Funds shall be submitted annually to A12AA, within fifteen (15) calendar days following the end of the fiscal year, or within fifteen (15) days following termination prior to the end of the term, unless otherwise specified by the A12AA.

B. Federal funds will be reduced proportionately to maintain the required matching ratios if a Contractor fails to report sufficient match.

C. Final expenditures must be reported to A12AA in accordance with the approved program budget(s).

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ARTICLE VI. RENEWAL

If funding for services provided by this Agreement is appropriated in the A12AA proposed Fiscal Year 2021-2022 budget, and such funds are received from CDA, this Agreement may extend on a month-to-month basis after June 30, 2021, until such time as a new agreement may be executed between the parties before September 30, 2021, or this Agreement is terminated pursuant to Exhibit C, Article VI and Exhibit D, Article XII, hereof, whichever comes first.

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GENERAL TERMS & CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is for the professional services of Contractor and it shall not assign, subcontract or sublet any part of this Agreement without the express prior written consent of A12AA. Any assignment without the express prior written consent of A12AA is void.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. [Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896]

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless A12AA, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

   If such indemnification becomes necessary, A12AA shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend A12AA. This indemnification clause shall survive the termination or expiration of this Agreement.

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6. DISPUTES: Should it become necessary for a party to this Agreement to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

   Contractor shall continue with the responsibilities under this Agreement during any dispute.

   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 Tuolumne, State of California.

7. TERMINATION FOR CAUSE: A12AA may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination A12AA may proceed with the work in any manner deemed proper by A12AA. All costs to A12AA shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of Contractor, shall act in an independent capacity and not as officers or employees or agents of A12AA in the performance of this Agreement.

9. RECYCLING CERTIFICATION: Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to A12AA regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. [Pub. Contract Code §12205].

10. NON-DISCRIMINATION CLAUSE: Contractor agrees that it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5 as amended; California Government Code section 12940 (c)(h)(l), (i) and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000-98413; Title 24 of the California Code of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45

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Code of Federal Regulations (CFR) Part 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42] by ensuring that employment practices and the administration of public assistance and social services program are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, gender identification, color, disability, medical condition, national origin race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and hereby give assurance that it will immediately take any measures necessary to effectuate this Agreement.

This assurance is binding on the Contractor directly through contract, license, or other provider services, so long as it receives federal or state assistance.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC-307 (Attachment A) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: Contractor by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. Government Code Section 4550 contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase.

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b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. [Government Code Section 4552]

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. [Government Code Section 4553]

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. [Government Code Section 4554]

16. CHILD SUPPORT COMPLIANCE ACT: For any agreement in excess of $100,000, Contractor acknowledges in accordance with Public Contract Code 7110, that:

a). Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

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18. PRIORITY HIRING CONSIDERATIONS: If this Agreement includes services in excess of $200,000, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

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ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. GENERAL DEFINITIONS

1. The term "Agreement" or "Contract" shall mean the Standard Agreement, Exhibits A, B, C, D, E, F, and G, and an approved Budget Display, and if applicable, a Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.

2. "State," "Department," and "CDA" mean the State of California and the California Department of Aging interchangeably.

3. "A12AA "Area 12 Agency on Aging", means the Area 12 Agency on Aging interchangeably.

4. "Contractor" means the entity that receives funds from A12AA to provide direct services identified in this Agreement. Contractor is accountable to A12AA for use of these funds and is responsible for executing the provisions for services provided under this Agreement.

5. "Reimbursable item" also means "allowable cost" and "compensable item."

6. "CFR" means Code of Federal Regulations.
"CCR" means California Code of Regulations.
"GC" means Government Code.
"Welf. & Inst. Code" means Welfare and Institutions Code.
"USC" means United States Code.
"Cal. Civ. Code" means California Civil Code.
"Cal. Pub. Con. Code" means the California Public Contract Code.
"PM" means Program Memo which is issued by CDA.
"Cal. Gov. Code" means California Government Code.
"HHS" means United States Department of Health & Human Services.
"HSC" means California Health & Safety Code.
"OAA" means Older Americans Act.
"OMB" means Office of Management & Budget.

7. "Vendor" means an entity providing goods or services for Contractor during Contractor's performance of this Agreement. "Vendor" means the legal entity that receives funds from Contractor to provide specific services. Vendors shall provide specific services described in Exhibit #1 of the Vendor Agreement, titled "Description of Services" and fulfill the responsibilities of the vendor found in the Vendor Agreement under the "Scope of Work".

8. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a

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final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)

9. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

10. "Questioned costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and condition of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2)

11. "Recoverable cost" means the state and federal share of the questioned cost.

B. Resolution of Language Conflicts

Conflicts in language shall be resolved in the following order of priority:

1. The Grant terms and conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Title 22 CCR §7000 et. seq.;
5. Standard Agreement, all Exhibits and any amendments thereto;
6. Any other documents incorporated herein by reference, including the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html.;
7. Program memos and other guidance issued by A12AA and CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

Contractor agrees to administer this Agreement and require any vendors to administer their contracts in accordance with this Agreement, and with all applicable A12AA, local, State, and Federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.

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B. Nondiscrimination

Contractor shall comply with all Federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307) which is hereby incorporated by reference. In addition, Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964.)

   Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC Section 2000d; 45 CFR Part 80], which prohibits recipients of Federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

   Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. Americans with Disabilities Act

   Contractor assures the State and A12AA that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC Sections 12101 et seq.]

4. California Civil Rights Laws

   Contractor shall ensure compliance with the requirements of Cal. Public Contract Code §2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available by contacting the A12AA office.

   The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51 et seq.) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960 et seq.); and ensures Contractor internal policies are not used in violation of California Civil Rights Laws.

C. Standards of Work

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Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

D. Professional Standards of Conduct

Contractor is responsible for ensuring the public trust by avoiding any situation that creates a real or perceived misrepresentation. Generally, misrepresentation occurs when a personal interest may intertwine with a professional interest. This may specifically occur when an employee or volunteer enters the online world.

A12AA encourages Contractor, in the performance of the services agreed to be performed, to adhere to professional standards of conduct. As the internet and electronic communications play an ever increasing role in our work and personal lives, Contractor must always be mindful of its responsibilities as a provider of direct public services. If an employee uses social media and includes his or her affiliation or title or comments on matters related to their organization or A12AA, the line between public and private, personal and professional can be blurred.

Assume everything you, your staff or volunteers write online becomes public. Information from your Facebook page, blog entries, tweets and other social media outlets, can be easily circulated beyond your intended audience. This content, therefore represents you and your organization to the general public. As a result, when using social media, staff/volunteers should use caution and exhibit sound judgment.

Before using social media or information shared online to communicate about matters affecting Contractor or A12AA, A12AA encourages Contractor to review the information. Be sure the information is ethical, does not represent political activity, does not discriminate or harass, does not disclose non-public information, does not make false or misleading statements, and does not make disparaging comments about other likeminded organizations.

These same standards of conduct should be demonstrated while staff or volunteers are representing Contractor in a public venue.

E. Conflict of Interest

1. Contractor shall prevent its employees or consultants from using their positions for purposes including, but not limited to, the selection of vendors that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State or A12AA determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State or A12AA and such conflict may constitute grounds for termination of this Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or

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other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, A12AA shall have the right to terminate this Agreement without liability or at its discretion to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and Federal and State income taxes withheld, to designated governmental agencies.

H. Facility Construction or Repair (This section only applies to Title III.)

1. When applicable for purposes of construction or repair of facilities, Contractor shall comply with the provisions contained in the following acts and shall include such provisions in any applicable agreements with vendors:

   a. Copeland "Anti-Kickback" Act (18 USC 874, 40 USC 276c) (29 CFR, Part 3).

   b. Davis-Bacon Act (40 USC 276a to 276a-7) (29 CFR, Part 5).

   c. Contract Work Hours and Safety Standards Act (40 USC 3701 et seq.) (29 CFR, Part 5, 6, 7, 8).

   d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR, Part 60).

2. Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law and by A12AA and CDA.

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3. When funding is provided for construction and non-construction activities, Contractor must obtain prior written approval from A12AA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended [42 USC 7401]

2. Federal Water Pollution Control Act, as amended [33 USC 1251 et seq.]

3. Environmental Protection Agency Regulations. [40 CFR, Part 29 and Executive Order 11738]

4. Cal. Pub. Contract Code Section 10295.3.

5. Pub. Contract Code Section 2010.

J. Debarment, Suspension, and Other Responsibility Matters

1. Contractor certifies to the best of its knowledge and belief that it and its vendors [45 CFR §92.35]:

a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; (ii) violation of Federal or State antitrust statutes; (iii) or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

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2. Contractor shall report immediately to A12AA in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's vendors.

3. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by A12AA.

4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of its vendor(s).

K. Agreement Authorization

1. If a public entity, Contractor shall submit to A12AA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private non-profit entity, Contractor shall submit to A12AA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

2. These documents must also identify the action taken.

3. Documentation in the form of a resolution, order or motion by the Governing Board of Contractor is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of Contractor authorizing the Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. Contractor shall maintain adequate staff to meet Contractor's obligations under this Agreement.

2. This staff shall be available to A12AA for training and meetings, which A12AA may find necessary from time to time.

M. Corporate Status

1. Contractor shall be a public entity, private nonprofit entity or Joint Powers Agreement (JPA). If a private nonprofit corporation or JPA, Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of Agreement.

2. Contractor shall ensure that any vendors providing services under this Agreement shall be of sound financial status. Any contracting private entity, corporation or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout this term of the Agreement.

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3. Failure to maintain good standing by the contracting corporation or JPA shall result in suspension or termination of this Agreement until satisfactory status is restored.

N. Lobbying Certification

Contractor, by signing this Agreement, hereby certifies to the best of his/her/its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Contractor shall require that the language of this certification be included in the award documents for all vendors (including grants, and contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all vendors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into.

5. This certification is a prerequisite for making or entering into this Agreement imposed by 31 USC 1352.

6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

O. Contractor or vendor shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. EXECUTED AGREEMENT

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A copy of this Agreement shall be filed and available for inspection at A12AA, 19074 Standard Rd., Suite A, Sonora, California 95370.

ARTICLE IV. COMMENCEMENT OF WORK

Contractor shall not begin work in advance of approval of the Agreement by A12AA. If this Agreement is not approved and Contractor has begun work, Contractor may be considered to be a volunteer or the Contractor may have to pursue a claim for payment by filing with the Victim Compensation and Government Claims Board. A12AA has no legal obligation unless and until this Agreement is approved.

ARTICLE V. VENDOR AGREEMENTS

A. Contractor shall satisfy, settle, and resolve all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any vendor agreements and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other manners of a contractual nature. Decision of A12AA is final and the vendor has no right of appeal to the California Department of Aging.

B. In the event any vendor is utilized by Contractor for any portion of this Agreement, Contractor shall retain the prime responsibility for all the terms and conditions set forth in the Agreement including but not limited to, the responsibility for preserving A12AA' s and the State's copyrights and rights in data in accordance with Article XIX of this exhibit, for handling property in accordance with Article VII. of this exhibit, and ensuring the keeping of, access to, availability, and retention of records of vendors in accordance with Article VI. of this exhibit.

C. Funds for this Agreement shall not be obligated in vendor agreements for services beyond the ending date of this Agreement, unless all funding under this Agreement is appropriated without regard for fiscal year, and A12AA has agreed in writing to permit the specific expenditure for a specified period of time.

D. Contractor shall have no authority to contract for or on behalf of A12AA, or incur obligations on behalf of A12AA.

E. Copies of vendor agreements, memorandums and/or letters of understanding shall be on file with Contractor and shall be forwarded to A12AA with each proposal and budget.

F. Contractor shall monitor the insurance requirements of its vendors in accordance with Article XI of this exhibit.

G. Contractor shall require language in all vendor agreements to indemnify, defend, and save harmless A12AA, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any vendors, suppliers, laborers, and any other

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person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the vendor in the performance of this Agreement.

H. Contractor shall complete all reporting and expenditure documents requested by A12AA. These reporting and expenditure documents shall be sent to A12AA in a timely manner and at intervals as determined by A12AA.

1. Monthly program reports are due electronically on the 5th working day of each month.

2. Monthly fiscal reports are due electronically on the 15th of each month.

3. The last budget revision is due to A12AA no later than April 15th of each fiscal year.

4. Closeout reports are due to A12AA no later than July 15th of each fiscal year.

I. Contractor shall maintain adequate staff to meet the requirements of this Agreement. This staff shall be available to A12AA for training and meetings, which A12AA and CDA may find necessary from time to time.

J. If a private nonprofit corporation, Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

ARTICLE VI. RECORDS

A. Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolution performed for all vendors with supporting documentation, letters of agreement, insurance documentation in accordance with Article X of this exhibit. This includes memorandums and/or letters of understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to A12AA and CDA and shall make all records pertaining to this Agreement available for inspection and audit by A12AA and CDA or its duly authorized agents, at any time during normal business hours.

B. All such records, including confidential records, must be maintained and made available by Contractor.

1. Until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by A12AA and CDA's Audit Branch;

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2. For such longer period, if any, as is required by any applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article; and 3. For such longer period as A12AA deems necessary.

C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Sections A and C of this Article. Contractor shall ensure that any resource directories and all client records remain the property of A12AA upon termination of this Agreement, and are returned to A12AA or transferred to another contractor as instructed by A12AA.

D. In the event of any litigation, claim, negotiation, audit exception, or other action involving Contractor's records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of A12AA and CDA and so stated in writing to Contractor.

E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by A12AA under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302, and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by A12AA and/or CDA during the audit resolution process.

F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

G. Public Records Act

Contractor is aware that this Agreement and any documents provided to A12AA 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 A12AA agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets, capitalized or noncapitalized, used in the performance of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

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2. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.

B. Property, acquired under this agreement which meets any of the following criteria is subject to capitalization requirements. Such property must:

1. Has a normal useful life of at least 1 year;

2. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5000 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit);

3. All computing devices, regardless of cost (including but not limited to, laptops, flash drives, workstations, servers, personal digital assistants, notebook computers, tablets, smartphones, i-pads and cellphones);

4. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives); and

5. Be used to conduct business under this Agreement.

C. Noncapitalized property is those items which do not meet all three requirements in Section B above.

D. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

E. Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or noncapitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).

Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

F. Contractor shall request approval from A12AA following the A12AA's *Inventory Instructions, Provider Responsibilities,* when purchasing items with a per unit cost of $5000 or more, or computing devices with digital memory and storage capacity, regardless of the purchase price. The unit cost requires justification and approval from A12AA and must be included in the approved Provider Budget.

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G. Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, Item B, whether capitalized or not. Contractor shall maintain and submit to A12AA, annually with the Closeout, a current inventory of property furnished or purchased by either the Contractor or by A12AA for Contractor with funds awarded under this Agreement or any predecessor agreement for the same purpose. Contractor shall use the A12AA Provider Inventory Worksheet with authorized signature to report property to A12AA, unless further restricted by Exhibit E, where applicable.

H. Disposal of Property

1. Prior to disposal of any property purchased by Contractor with funds awarded under this Agreement or any predecessor agreement, Contractor must obtain approval from A12AA for all items with a unit cost of $5000 or more regardless of the acquisition value OR computing devices with digital memory and storage capacity. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from A12AA. Contractor shall follow A12AA's *Inventory Instructions, Provider Responsibilities,* and use the *Inventory Transfer/Disposal Form* provided by A12AA staff to dispose of property.

2. Contractor must remove all Personal, Sensitive, or Confidential Information (PSCI), from A12AA property prior to disposal including removal or destruction of data on computing devices with digital memory and storage capacity. Since these media may require special disposition in order to mitigate the risk of unauthorized disclosure and ensure confidentiality of information, Contractor must follow the instructions outlined on *Certification for Computing Media Sanitation,* a document provided by A12AA and CDA. Information systems capture, process, store, and transmit information using a wide variety of media such as, but not limited to, magnetic tapes, flash drives, personal computers, workstations, PDAs (personal digital assistants), iPads, and laptops.

I. Any loss, damage, or theft of equipment shall be investigated, fully documented and Contractor shall promptly notify A12AA. A12AA will notify CDA. [CFR 215.34]

J. A12AA reserves title to all A12AA and CDA purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by Federal law or regulation or as otherwise agreed by the parties.

K. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until Contractor has complied with all written instructions from A12AA regarding the final disposition of the property.

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L. In the event of Contractor's dissolution or upon termination of this Agreement, Contractor shall provide a final property inventory to A12AA. A12AA reserves the right to require Contractor to transfer such property to another entity or to A12AA.

M. To exercise the above right, no later than 120 days after termination of this Agreement or notification of Contractor's dissolution, A12AA will issue specific written disposition instructions to Contractor.

N. Contractor shall use the property for the purpose for which it was intended under Agreement. When no longer needed for that use, Contractor with written approval of A12AA may use the property for other purposes in this order:

1. Another A12AA program providing the same or similar service; or

2. State or Federally-funded program.

O. Contractor may share use of the property and equipment or allow use by other programs upon written approval of A12AA. As a condition of the approval, A12AA may require reimbursement under this Agreement for its use.

P. Contractor shall not use equipment or supplies acquired under this Agreement for personal gain or to usurp the competitive advantage of a privately owned business entity.

Q. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

ARTICLE VIII. ACCESS

Contractor shall provide access to A12AA, the Bureau of State Audits, the Controller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions.

ARTICLE IX. MONITORING, ASSESSMENT, AND EVALUATION

A. Authorized A12AA and State representatives shall have the right to monitor and evaluate Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures and procurement audits, inspections of project premises, when applicable, inspection of food preparation sites, and interview of project staff and participants.

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B. Contractor shall cooperate with A12AA and the State in the monitoring and evaluation processes, which include making any administrative and fiscal staff available during any scheduled process.

C. Contractor shall monitor contracts and vendor agreements to ensure compliance with laws, regulations, and provisions of contracts or grant agreements that may have a direct or material effect on each of its A12AA funded and CDA funded programs.

D. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by A12AA or CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, A12AA Staff and any entity selected by A12AA to perform inspections, shall have the right to monitor and audit Contractor providing services under this Agreement through on-site inspections, audits and other applicable means the A12AA determines necessary. In the event that A12AA is informed of an audit by an outside federal or State government entity affecting the Contractor, A12AA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the A12AA or any of their duly authorized representatives, including representatives of the entity selected by A12AA to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the A12AA or State government access to the supporting documentation of said audit firm(s).

4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. A12AA Fiscal and Compliance Audits

1. The A12AA Fiscal department shall enlist outside entities to perform fiscal and compliance audits of Contractors in accordance with Generally Accepted

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Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

2. The A12AA fiscal and compliance audits may include, but not be limited to, a review of:

a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)

b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)

c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)

d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)

e. Equipment expenditures and approvals (2 CFR 200.439 and 45 CFR 75.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subparts F and 45 CFR 75 Subparts F)

1. Contractor Single Audit Reporting Requirements

a. Contractors that expend $750,000 or more in Federal Awards shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; Single Audit Act Amendments of 1996, Public 104-156; and 2 CFR Part 200.501 to 200.521; and 45 CFR 75.501 to 75.521. A copy of the audit shall be submitted to A12AA: Area 12 Agency on Aging, 19074 Standard Rd., Ste. A, Sonora, CA 95370.

b. The copy shall be submitted within 30 days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

c. Contractor shall ensure that State-funded expenditures are displayed discretely along with the related Federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number as referenced in Section B of this Article.

d. For State contracts that do not have CFDA numbers, Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

2. Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit and general ledgers. The reconciliation shall be maintained and made available to A12AA review.

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3. Contractor shall have the responsibility for resolving its contracts with its vendors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of this Agreement.

4. The Contractor shall ensure that single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements.

5. Contract resolution includes:

a. Ensuring that contractors expending $750,000 or more in federal awards during the contractor's fiscal year has met the audit requirements of the 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521.

b. Issuing a management decision on audit findings within six months after receipt of Contractor's single audit report and ensuring that Contractor takes appropriate and timely corrective action.

c. Reconciling expenditures reported to A12AA to the amounts identified in the single audit or other alternate procedures if Contractor was not subject to the single audit requirements. For a contractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to A12AA must be accomplished through the performance of alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, or documented expense verification reviews/fiscal monitoring assessments).

6. When alternative procedures are used, Contractor shall perform financial management system testing which provides, in part, the following:

   a. Accurate, current and complete disclosure of the financial results of each federal award or program.

   b. Records, supported by source documentation, that adequately identify the source and application of funds.

   c. Effective control over and accountability for all funds, property, and other assets to ensure these items are used solely for authorized purposes.

   d. Comparison of expenditures with budget amounts for each federal award.

   e. Written procedures to implement the requirements of 2 CFR 200.305 and 45 CFR 75.305.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles. [2 CFR 200.302 and 45 CFR 75.302]

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7. Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

8. Determining whether the results of the reconciliations performed necessitate adjustment of Contractor's own records.

9. The Contractor shall ensure that the requirements of the 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements are met is generally interpreted to mean that Contractor will ensure that the audit was:

a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever comes first. [2 CFR 200.512 and 45 CFR 75.512]

b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and 45 CFR 75.509]

c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]

d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]

e. Performed in accordance with provisions applicable to the program as identified in 2 CFR 200 and 45 CFR Part 75, Subparts F - Audit Requirements.

10. Requirements identified in D and E of this Article shall be included in Contractor's contracts/agreements. Further, Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable requirements/standards, A12AA and the CDA shall have access to all audit reports and supporting work papers, and A12AA and the CDA has the option to perform additional work, as needed.

11. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

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b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements because its expenditures under federal awards are less than $750,000 during the non-federal entity's fiscal year.

D. Contractor shall cooperate with and participate in any further audits which may be required by A12AA or CDA.

ARTICLE XI. INSURANCE

A. Prior to commencement of any work under this Agreement, Contractor shall provide for the term of this Agreement, the following insurance:

1. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars ($1,000,000) for bodily injury and one hundred thousand dollars ($100,000) property damage combined. Higher limits may be required by A12AA in cases of higher than usual risks. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.

2. Automobile Liability insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $100,000 for property damage. This insurance shall cover for bodily injury and property damage, owned, hired and non-owned vehicles. This insurance shall cover volunteers and paid employees providing services supported by this Agreement.

3. Automobile Liability for Charter-Party Carriers: If applicable, contractors shall comply with the Public Utilities Commission (PUC) General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

   $750,000 if seating capacity is under 8
   $1,500,000 if seating capacity is 8 – 15
   $5,000,000 if seating capacity is over 15

   unless otherwise amended by future regulation.

4. Professional Liability: Professional errors and omissions liability for protection against claims alleging negligent acts, errors or omissions which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or by its employees or vendors. The amount of this insurance shall not be less than one million dolllars ($1,000,000) per claim.

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5. Workers' Compensation Coverage – Workers' Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized vendor to obtain such insurance for its employees).

B. The insurance shall be obtained from an insurance company acceptable to A12AA and the California Department of General Services, Office of Risk and Insurance Management, or be provided through partial or total self-insurance acceptable to A12AA and the Department of General Services.

C. Evidence of insurance shall be in a form and content acceptable to the A12AA and the California Department of General Services, Office of Risk and Insurance Management. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide that the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the A12AA or ten (10) days written notice if the reason for cancellation is for non-payment of any insurance premium.

2. The Certificate of Insurance shall provide the statement: "The Area 12 Agency on Aging, its officers, agents, employees, and servants are included as additional insured's, with respect to work performed for the Area 12 Agency on Aging ."

3. The Area 12 Agency on Aging shall be named the certificate holder and the A12AA address must be listed on the certificate.

D. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, Contractor agrees to provide A12AA, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining term of this Agreement or for a period not less than one (1) year. In the event Contractor fails to keep in effect at all times said insurance coverage, A12AA may, in addition to any other remedies it may have, terminate this Agreement.

E. Contractor shall require its vendors under this Agreement, other than units of local government which are self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, Contractor shall require all of its vendors to hold Contractor harmless. The vendor's Certificate of Insurance for general and auto liability shall also name Contractor, not A12AA, as the certificate holder and additional insured. Contractor shall maintain certificates of insurance for all its vendors and forward copies to A12AA if requested.

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F. A copy of each appropriate Certificate of Insurance referencing this Agreement number and specific programs, or letter of self-insurance, shall be submitted to A12AA with this Agreement.

G. The entity providing Ombudsman services must be insured or self-insured for professional liability covering all Ombudsman activities including, but not limited to, investigation of patient complaints.

A copy of all volunteer and employee drivers' insurance coverage and licenses shall be reviewed at the yearly monitoring by A12AA a minimum of once a year or whenever an update and/or change is required.

ARTICLE XII. TERMINATION

A. Termination Without Cause

A12AA may terminate this Agreement without cause in whole or in part, if A12AA determines that a termination is in A12AA' s best interest, upon 90 days written notice to Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective 90 days from the delivery of the notice. The parties agree that if the termination of this Agreement is due to a reduction or deletion of funding by the Department of Finance, Legislature or Congress, the Notice of Termination shall be effective 30 days from the delivery of the notice. The parties agree that if a portion of this Agreement is terminated, the remainder of this Agreement shall be deemed to remain in effect and is not void. Upon termination of this Agreement, or any part thereof, Contractor shall submit to A12AA for submission to CDA Transition Plan as specified in Exhibit E.

B. Termination for Cause

A12AA may terminate for cause the performance of work under this Agreement upon 30 days written notice to Contractor. The Notice of Termination shall be effective 30 days from the delivery of the Notice of Termination unless the ground for termination is due to a threat to life or the health or safety of the public and in that case the termination shall take effect immediately. The grounds for termination for cause shall include but not limited to, the following:

1. A threat to life, health, or to the safety of the public. (Termination of this Agreement shall be effective immediately.)

2. A violation of the law or failure to comply with any condition of this Agreement.

3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

4. Failure to comply with reporting requirements.

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5. Evidence that Contractor is in an unsatisfactory financial condition as determined by an audit by A12AA and/or Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against Contractor.

8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Contractor's assets or income.

9. The commission of an act of bankruptcy.

10. A finding of debarment or suspension pursuant to Article II, Section K.

11. Contractor's organizational structure has materially changed.

12. A12AA determines that Contractor may be considered a "high risk" agency as described in 45 CFR 92.12 (local government) 45 CFR 74.14 (non-profit organizations). If such a determination is made, Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice

After receipt of a Notice of Termination, and except as directed by A12AA, Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.

2. Place no further vendor agreements for materials, or services, except as necessary to complete the continued portion of this Agreement.

3. Terminate all agreements to the extent they relate to the work terminated.

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of vendor agreements (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

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Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, or to the health or safety of the public. The effective date for termination to cause or for funding reductions is 30 days and the effective date for termination without cause is 90 days subsequent to written notice to Contractor. The notice shall describe the action being taken by A12AA, the reason for such action, and any conditions of the termination, including the date of termination.

E. Voluntary Termination of Agreement

Pursuant to Title 22, Section 7210, Contractor may voluntarily terminate this Agreement prior to its expiration either by mutual agreement with A12AA or upon 30 days written notice to A12AA.

In case of voluntary termination, Contractor shall allow A12AA up to 180 days to transition services. Contractor shall submit a Transition Plan in accordance with Exhibit E.

F. In the event of a termination, A12AA will present written notice to Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds, and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to A12AA as a result of breach of this Agreement by Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

Contractor shall notify A12AA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

B. A12AA reserves the right to revise, waive, or modify this Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the State of California.

ARTICLE XVI. NOTICES

A. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, or overnight mail, postage

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prepaid, return receipt requested, provided Contractor retains receipt, and shall be communicated as of actual receipt.

B. Any notice given to A12AA for Contractor's change of legal name, main address, or name of Director shall be addressed to the Executive Director of A12AA one Contractor's letterhead and be submitted within three (3) business days of said action.

C. All other notices with the exception of those identified in Section B of this Article, shall be addressed to A12AA, 19074 Standard Rd., Suite A, Sonora, CA 95370. Notices mailed to Contractor shall be to the address indicated on the coversheet of this Agreement.

D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

A. The name of A12AA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by A12AA to Contractor upon full execution of this Agreement.

B. Contractor shall submit the name of its Agency Contract Representative (ACR), for this Agreement by submitting an ACR form to A12AA with this signed Agreement. The ACR's address, phone number, e-mail address, and FAX number shall be included on the form. For any change in this information, Contractor shall submit an amended ACR form. This form may be requested from A12AA.

ARTICLE XVIII. INFORMATION INTEGRITY AND SECURITY

A. Information Assets

Contractor and any of its vendor(s), shall have in place operational policies, procedures, and practices to protect A12AA and State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in State Administrative Manual, § 5300-5365.3, Cal. Gov. Code §11019.9, DGS Management Memo 06-12, Department of Finance (DOF) Budget Letter 06-34, and CDA Program Memorandum 07-18 Protection of Information Assets, and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but are not limited to:

1. Reports

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2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI), servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases including:
   - Information collected and/or accessed in the administration of A12AA programs and services.
   - Information stored in any media form, paper or electronic.

B. Encryption of Computing Devices

A12AA and Contractors, and any of its vendor(s) that collect data, are required to use 128-Bit encryption for PSCI data that is collected and stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and back up media) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives and backup media).

C. Disclosure

1. Contractor, and any of its vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and state policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.

2. Contractor, and any of its vendors, shall protect from unauthorized disclosure, confidential, PSCI such as names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Personal Identifying Information" shall include, but not be limited to, name, identifying number, social security number, state driver's license, or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or photograph.

4. Contractor, and any of its vendors shall not use PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement. Contractor is authorized to disclose and access identifying information for this purpose as required by Older Americans Act (OAA).

5. Contractor, and any of its vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any PSCI obtained under the terms of this Agreement to anyone other than A12AA and/or

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CDA without prior authorization from A12AA. Contractor may be authorized, in writing, by a participant to disclose PSCI specific to the authorizing participant.

6. Contractor, and any of its vendors, may allow participants to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. Contractor's employees, vendors and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at https://aging.ca.gov/Information_security/ within thirty (30) days of the start date of this Agreement, or within thirty (30) days of the start date of any new employee, vendor or volunteer's employment and annually thereafter.

2. Contractor must maintain certificates of completion on file and provide them to A12AA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the privacy and security requirements of the HIPAA and ensure that any of its vendors comply with the privacy and security requirements of HIPAA.

F. Contractor Information Integrity & Security Statement

Contractor shall sign and return an Information Integrity & Security form with this Agreement. This is to ensure that Contractor and any of its vendors are aware of, and agree to comply with, their obligations to protect A12AA and CDA information assets including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when A12AA and/or CDA information assets are or are reasonably believed to have been accessed, modified, destroyed, disclosed without proper authorization, lost or stolen. Contractor and any of its vendors must comply with CDA's security incident reporting procedure located at http://aging.ca.gov/Information Security and Privacy. All security incidents must be reported to A12AA Executive Director or Assistant Director immediately upon detection. A Security Incident Report form (CDA 1025 attached with Exhibit D), must be submitted to the A12AA Executive Director or Assistant Director within five (5) business days of date of the incident was detected.

H. Security Breach Notifications

Notice must be given by Contractor, and/or any of its vendors to anyone whose PSCI

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could have been breached in accordance with HIPAA, the Information Practices Act of 1977, State, and A12AA policy.

I. Software Maintenance

Contractor and any of its vendors shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which A12AA and State data may be stored or accessed.

J. Electronic Backups

Contractor and any of its vendors shall ensure that all electronic information is protected by performing regular backups of files and databases, and shall ensure the availability of information assets for continued business. Contractor, and any of its vendors shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts between Contractor and its vendors.

XIX. COPYRIGHTS AND RIGHTS TO DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, A12AA reserves the right to copyright such material and Contractor agrees not to copyright such material, except as set forth in Section B of this article.

2. Contractor may request permission to copyright material by writing to the Executive Director of A12AA. The Executive Director will contact the CDA's Director for permission to copyright and shall consent to or give the reason for denial to Contractor in writing within ninety (90) days of receipt of the request.

3. If the material is copyrighted with the consent of CDA and A12AA, the State and federal awarding departments reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given the author. At any time during the term of this Agreement Contractor shall deliver to A12AA upon request, any materials, systems or other items developed, refined, or enhanced using funds from this Agreement.

4. On all publications funded solely or in part by this Agreement, Contractor shall include the following acknowledgement: "This publication has been created or produced by the Area 12 Agency on Aging with financial assistance, in whole or in part, through funds from the Administration for Community Living."

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Contractors undertaking projects under government sponsorship are encouraged to express their findings and conclusions. These contents do not necessarily represent the policy of the U. S. Department of Health & Human Services or A12AA and Contractor should not assume endorsement by the federal or State government.

5. Contractor certifies that it has appropriate systems and controls in place to ensure that A12AA funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. Contractor shall not publish or transfer any materials, as defined in subsection 2 below, produced or resulting from activities supported by this Agreement without the express written consent of A12AA. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within sixty (60) days after the written request is received by A12AA. A12AA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to the provisions of Article XVIII and Article XIX of this Exhibit, A12AA may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and Federal law all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to

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ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group needs assessment shall take into account the following four (4) factors:

a. Number of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

b. Frequency with which LEP individuals come in contact with the program.

c. Nature and importance of the services provided.

d. Local or frequently used resources available to Contractor.

This group needs assessment will serve as the basis for Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140; 2 CCR 11200 et seq.; and 22 CCR 98300 et seq.

2. Contractor shall prepare and make available a report of the findings of the group needs assessment that summarizes:

e. Methodologies used.

f. The linguistic and cultural needs of non-English speaking or LEP groups.

g. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]

h. Local or frequently used resources available to Contractor.

3. Contractor shall maintain a record of the group needs assessment on file at Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. Contractor shall take reasonable steps, based on the group needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement.
[22 CCR 11162]

2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

i. Interpreters or bilingual providers and provider staff.
j. Contracts with interpreters.
k. MOU with community individuals or organizations that provide interpreter services.
l. Use of telephone interpreter lines.
m. Sharing of language assistance materials and services with other providers.
n. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
o. Referral to culturally and linguistically appropriate community service programs.

3. Based on the findings of the group needs assessment, Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits. [22 CCR 11162]

4. Contractor shall self-certify compliance with the requirements of this section and shall maintain the self-certification record on file at Contractor's office at all times during the term of this Agreement. [22 CCR 98324]

5. Contractor shall notify its employees of clients' rights regarding language access and Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by Contractor. [22 CCR 98324]

C. Compliance Monitoring

1. Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]

2. Contractor and A12AA shall monitor, evaluate and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]

3. Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

2. Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding A12AA procedures for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]

3. Contractor shall notify A12AA immediately of a complaint alleging discrimination based on a violation of State or Federal law. [2 CCR 11162; 22 CCR 98310, 98340]

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. General Assurances

Contractor shall assure that the following conditions are met:

1. Services are provided only to the defined Eligible Service Population.

2. If Contractor makes any award of funds to a public or private nonprofit agency, for the following purposes: (1) acquiring, altering, leasing, or renovating a facility, including a mobile facility, for use as a multipurpose senior center or (2) constructing a facility, including a mobile facility, for use as a multipurpose senior center, Contractor shall adhere to the program requirements and to 45 CFR 75.327(2), "Procurement Standards," procurement by contractors and subcontractors for nonprofit organizations, and 45 CFR 75.327 procurement for State and local governments, as applicable.

3. Contractor shall comply with the standards and guidelines for procurement of supplies, equipment, construction, and services as provided in 45 CFR 75.328.

4. Contractor assures that when an existing facility has been altered with funds made available by this Agreement) and is used as a multipurpose senior center, the period of time in which such facility shall be used as a center is as follows:

   a. Not less than three (3) years from the date the Agreement terminates where the amount of the Agreement, including the non-federal share, does not exceed $30,000.

   b. If the Agreement amount exceeds $30,000, the fixed period of time shall be not less than three (3) years from the date of the Agreement plus one (1) year for each additional $10,000, or part thereof, to a maximum of $75,000.

   c. For Agreement amounts which exceed $75,000, the fixed period of time shall be no less than ten (10) years.

5. Any multipurpose senior center constructed with funds made available by this Agreement shall be used for that purpose for at least twenty (20) years after completion of that construction.

6. Any facility to be used as a senior center and acquired with funds made available by this Agreement shall be used for that purpose for at least ten (10) years from the date of acquisition.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

7. Any agency awarded Title III funds for senior center acquisition or construction has a completed and notarized Notice of Assurances to the State of California of the Use of Property and the United States' Right of Recapture (CDA 214) recorded with the county recorder. Contractor shall periodically validate continuing use of such facility as a senior center during the recapture period.

8. Area 12 Agency on Aging (A12AA) funds will be made available only for the support of activities specified in an approved current Area Plan and current Contractor budget and contract that is in compliance with State and Federal laws and regulations.

9. An individual's receipt of services under the In-Home Supportive Services Program shall not be the sole cause for denial of any services provided by the A12AA or its contractors.

10. Funds made available under this Agreement shall supplement, and not supplant, any federal, State or local funds expended by a State or unit of general purpose local government to provide Title III (excluding III E) and Title VII services.

11. The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.041	Special Programs for the Aging-Title VIIA, Chapter 3 Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VIIA, Chapter 3)
93.042	Special Programs for the Aging-Title IIIB/VIIA, Chapter 2-Long Term Care Ombudsman Services for Older Individuals (Title IIIB/VIIA, Chapter 2)
93.043	Special Programs for the Aging-Title III, Part D -- Disease Prevention and Health Promotion Services (Title IIID)
93.044	Special Programs for the Aging-Title III, Part B -- Grants for Supportive Services and Senior Centers (Title IIIB)
93.045	Special Programs for the Aging-Title III, Part C -- Nutrition Services (Title IIIC)
93.052	National Family Caregiver Support-Title III, Part E
93.053	Nutrition Services Incentive Program (NSIP)

'Cluster of programs' means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other Clusters" are as defined

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of 'cluster of programs'. When designating an "other cluster," a State shall identify the Federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A 'cluster of programs' shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. [Federal Office of Management and Budget, [45 CFR 75, Requirements], Audits of States, Local Governments 45 CFR 75 Appendix V to part 75 F.1., and Non-Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.]

Contractor shall provide separate categories for Congregate Meals, Home Delivered Meals, NSIP Congregate, NSIP Home Delivered and each IIIB Program following the contracted services.

12. Contractor assures that voluntary contributions shall be solicited in accordance with the following requirements. [OAA § 315(b)]:

    a. The Contractor for any Title III or Title VII services shall not use means tests.

    b. Any Title III or Title VIIA client that does not contribute toward the cost of the services received shall not be denied services.

    c. Methods used to solicit voluntary contributions for Title III and Title VIIA services shall be non-coercive. All voluntary contribution language must be approved by A12AA Executive Director before distributing to consumers.

    d. Each Service Provider will:

        (i) Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
        (ii) Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
        (iii) Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.
        (iv) Establish appropriate procedures to safeguard and account for all contributions.
        (v) Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act. [OAA § 315(b)(4)(E)]

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

13. Any Title III and Title VII service shall not implement a Cost Sharing program unless so notified by A12AA.

14. Voluntary contribution letters may not resemble a bill or a statement [OAA §315(b)].

15. All voluntary contribution language must be submitted in writing and approved by the A12AA Executive Director before distribution to consumers.

16. Individual client donations shall not be tracked by accounts receivable. [OAA §315(b)(4)(C)]

17. Contractor shall comply with the OAA § 306(a)(17), which requires it to include in its Administration information, how it will coordinate activities and develop long-range emergency preparedness plans with local and state emergency response agencies, relief organizations, local and state governments, and any other institutions that have responsibility for disaster relief service delivery.

18. Contractor, at a minimum, shall identify and make contact with their local Office of Emergency Services (OES) to define their respective roles and responsibilities. This contact shall include a discussion of the type of clients served by Contractor and how OES will address their needs in the community.

19. The Contractor shall furnish annually or whenever a change occurs, the name of its Disaster Coordinator to the A12AA Disaster Coordinator.

20. The Contractor shall assure that its staff have written procedures in place and are trained at least annually on how to handle emergencies. As specified in Title 22, CCR §7547, the training shall consist of:

    a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider. These telephone numbers shall be posted near the telephone for easy access when an emergency arises.

    b. Techniques to obtain vital information from older individuals and persons with disabilities who require emergency assistance.

    c. Making written emergency procedure instructions available to all staff that have contact with older individuals or persons with disabilities.

21. Proof of age, citizenship or disability shall not be required as a condition of receiving services.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

22. Contractor shall develop a policy and procedure to ensure that Title IIIC-1 and Title IIIC-2 meals are received only by eligible individuals.

23. Contractors of Title IIIC programs shall annually assess all elderly nutrition program clients' nutrition risk using a valid nutrition screening tool. [OAA §339(2)(J)] [OAA §207(a)(3)].

24. Materials published or transferred by Contractor and financed with funds under this Agreement shall: (a) state "the materials or product were a result of a project funded by a contract with the "Area 12 Agency on Aging"; (b) give the name of the entity, the address, and telephone number at which the supporting data is available; and (c) include a statement that "the conclusions and opinions expressed may not be those of the Area 12 Agency on Aging or the California Department of Aging and that the publication may not be based upon or inclusive of all raw data."

ARTICLE II. REPORTING PROVISIONS

A. Contractor shall submit program performance reports for Title IIIB, Title III C-1, Title III C-2, and Title VIIB Elder Abuse Prevention Programs, in accordance with A12AA and California Department of Aging (CDA) requirements [W&I Code 9102 (a)(5)], to the A12AA Data Team.

B. Contractor shall assure that all subcontractors submit complete and accurate data.

C. Contractor shall have written procedures in a desk manual to assure that all performance data submitted is timely, complete, accurate and verifiable using the A12AA approved reporting procedures.

1. Details regarding the collection and reporting of program data,

2. Details regarding ensuring accuracy of data from intake/assessment process through reporting to A12AA,

3. Details regarding verification of data prior to submission to A12AA, and

4. Details for correction procedures.

D. Reporting Requirements specific to Title IIIB, Title IIIC-1, Title IIIC-2, and Title VII services.

1. Contractor shall submit program data electronically only for those A12AA funded programs using the data collection software, WellSky (SAMS).

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

2. Monthly service unit data reports will be completed and verified for accuracy no later than the fifth working day of the month following the month being reported.

3. Contractor shall provide all missing information, corrections for errors and verification of accuracy for all monthly and annual data in accordance with CDA requirements per A12AA Data Team as requested by A12AA.

E. The Contractor shall have written reporting procedures in a desk manual specific to each program which include:

1. Collection and reporting of program data for the Contractor or subcontractor,

2. Ensuring accuracy of all data from the Contractor or subcontractor,

3. Verification of Contractor or subcontractor data prior to submission to A12AA Data Team,

4. Correction procedures for Contractor and subcontractor.

F. The Contractor shall provide quarterly data about their Title IIIC-2 Wait List, using a template provided by CDA, via email to CDANutritionandHealthPromotion@aging.ca.gov. The categories may include, but are not limited to the following:

- Number of unduplicated clients on the Wait List
- Number of unduplicated clients removed from the Wait List
- Number of new unduplicated clients added to the Wait List

G. The Contractor shall orient and train staff and subcontractor's staff regarding program data collection and reporting requirements. The Contractor shall have cross-trained staff in the event of planned or unplanned prolonged absences to ensure timely and accurate submission of data.

ARTICLE III. APPEAL PROCESS

A. Contractor may appeal an adverse determination as defined in Title 22 CCR, §7702 using the appeal process established by the A12AA in Title 22 CCR, §7700 through 7710. Such appeal shall be filed within thirty (30) days of the A12AA's notice of adverse determination.

B. Subcontractors of the Contractor may appeal the Contractor's final adverse determination relating to Title III and VII programs using the appeal process established in Title 22 CCR, §7700 through 7710.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

C. Any dispute regarding an existing direct service contract or the procurement of the direct service contract shall be resolved locally, consistent with W & I Code §9535(k), and as specified in the procurement documents and contracts of the Contractor.

D. Appeal costs or costs associated with any court review are not reimbursable.

ARTICLE IV. TRANSITION PLAN

A. Contractor shall submit a transition plan to A12AA for submission to the CDA within 15 days of delivery of a written Notice of Termination (Pursuant to Article XII, Exhibit D of this Agreement) of a program funded either by Title III or Title VII. The transition plan must be approved by the CDA and shall at a minimum include the following:

1. Description of how clients will be notified about the change in their service provider.

2. A plan to communicate with other organizations that can assist in locating alternative services.

3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.

4. A plan to evaluate clients in order to assure appropriate placement.

5. A plan to transfer any confidential medical and client records to a new contractor.

6. A plan to dispose of confidential records in accordance with applicable laws and regulations.

7. A plan for adequate staff to provide continued care through the term of the contract. [Title 22, 7206(e)(4)]

8. A full inventory and plan to dispose or, transfer, or return to the A12AA all equipment purchased during the entire operation of the contract.

9. Additional information as necessary to effect a safe transition of clients to other community service providers.

B. Contractor shall implement the transition plan as approved by the State. A12AA and the CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.

C. If the Contractor fails to provide and implement a transition plan as required by paragraphs A and B of Exhibit D, Article XII of this Agreement, the Contractor will

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

implement a transition plan submitted by CDA to A12AA following the Notice of Termination.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Exhibit F

Non-Expendable Equipment/Vehicle Inventory

Mariposa County Health & Human Services Agency
Aging & Adult Services - Mariposa County

The inventory for Mariposa County Health & Human Services Agency, Aging & Adult Services is reviewed by Fiscal.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

AREA 12 AGENCY ON AGING
CONTRACT PERFORMANCE REPORT

SERVICE PROVIDER:_____

FY: **2021-2022** For the Quarter Ending:_____ Standard %: _____**%**

If cumulative year-to-date performance falls (below) or above 5% of the year-to-date *Standard Percentage at the end of any quarter, this form must be submitted to A12AA with the fiscal monthly expenditure report for the final month of the quarter. **Standard Percentage equals number of months in quarter (3, 6, 9 or 12) divided by 12*

- *Only insert titles of programs that are out of compliance*
- *Document "Contracted Units" and "Actual Units" cumulatively (YTD)*
- *To determine percentage, divide YTD Actual Units by YTD Contracted Units.*

Insert Program Title : *EXAMPLE*	***C-1 Cong***	***C-2 Hm Delivered***	***3-B***			
Contracted UOS/Meals	12,000					
Quarterly YTD Actual UOS/Meals	8,000					
Percentage-Actual vs. Contracted	66.66%					
Performance Over or (Under) Standard	**(8.34)%**					

Insert Program Title :	***C-1 Cong***	***C-2 Hm Delivered***	***3-B***			
Contracted UOS/Meals						
Quarterly YTD Actual UOS/Meals						
Percentage-Actual vs. Contracted						
Performance Percentage Over or (Under) Standard						

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Quarterly Performance Report

SERVICE PROVIDER:_____

FY: 2021-2022 For the Quarter Ending:_____

Program Name: _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

Program Name: _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

Program Name: _____

Explain reasons for under or over performance standard:

Describe plan and timeline for corrective action to be taken:

_____ Authorized Signature _____ Date

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

AREA 12 AGENCY ON AGING
MONITORING PERFORMANCE STANDARDS

A. PURPOSES

1. To identify the service level that constitutes an acceptable performance

2. To determine at what point a service provider is under performing and requires corrective action or adjustments in scope of services (SOS) and/or contract amount.

3. To determine at what point a service provider's performance is out of compliance with terms of the contract.

B. STANDARDS

1. Performance goal is 100% of contracted SOS

2. A **performance level of less than 5% or more than 5% as compared to the Standard Percentage at any point in time,** will mean service provider is under\over performing and SOS and/or contract amount may be revised.

3. A performance level of less than 85% will mean service provider has not met terms of the contract. SOS and/or contract amount will be revised, or termination procedures will be implemented.

4. Performance level achieved by service provider will be one of the factors to be considered in the evaluation of application for future funding.

C. GENERAL GUIDELINES

1. Service provider is responsible for meeting all terms of the contract including provisions of the SOS.

2. Service provider is to maintain a cumulative performance level of 95% or more of units of service in SOS in order to be considered for continued funding at the full allocation.

3. Performance levels for Title III programs are calculated by comparing actual units to an annual SOS. The normal calculation is as follows:

$$\frac{\text{Actual Units of Service}}{\text{Scope of Service Units}} \qquad \frac{\text{Number of Days Y-T-D}}{\text{365 Days}}$$

4. If cumulative year-to-date performance level at the end of a quarter falls (below) or over above 5% of the year-to-date contracted units of service, service provider shall submit a Contract Performance Report (A12AA Form Performance Standards-Exhibit G). The report is due to the Fiscal Officer by the 15th of the month following the final month of the quarter. Corrective action must be implemented within thirty (30) days of the beginning of the new quarter.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

5. The Area 12 Staff, including the Executive Director, Assistant Director, Fiscal Officer and Planner shall meet periodically to review service provider performance levels. In the case of underperforming programs, the entities may recommend that actions be taken. The recommendations may be forwarded to the A12AA Advisory Council and A12AA Governing Board for their consideration/adoption. The recommendations may include:

   A. Service provider must perform at a level of 95% or higher for the second/third quarter of their contact amount and/or SOS may/shall be reduced by the difference between 95% and their cumulative performance.

   B. Service provider must perform at a least 95% or higher for the (first/second/third) quarter or their contract amount and/or SOS may/shall be reduced by the difference between 95% and their quarterly performance.

   C. Service provider's cumulative performance must be 95% or higher by the end of the (second/third) quarter or their contract and/or SOS may/shall be reduced by the difference between 95% and their cumulative performance.

   D. A condition may be placed on this year's contract: The program must achieve 95% of its SOS level for the last (quarter/half) of the contract year, or next year's funding award and/or SOS will be reduced.

   E. A12AA staff to revise service provider's budget and/or SOS.

Instructions for Attached Form: Performance Standards – Exhibit G (pages #1 & 2)

1. Service provider can use quarterly calculations from the monthly financial report to fill in page #1. Only show programs that our out of compliance.

2. Page #2 must be filled out and turned in with the monthly financial reports, if quarterly YTD performance is out of compliance with terms of the contract.

3. If more pages needed, copy and paste page #2 only.

Revised 6-1-21

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Exhibit H

CONTRACT RENEWAL PROPOSAL

Mariposa County Health & Human Services Agency
Aging & Adult - Mariposa County

The following document is the Contract Renewal Proposal submitted by Mariposa County HHS, Aging & Adult Services for Mariposa County.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-349

MEETING: June 15, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approval of Agreement with Area 12 Agency on Aging FY 2021-22

RECOMMENDATION AND JUSTIFICATION:
Approve the Area 12 Agency on Aging (A12AA) Standard Agreements for Senior Meals and Transportation Programs for FY 2021-2022; Authorize the Board of Supervisors Chair to Sign the Agreements, and Designate the Health & Human Services Agency Director as the Designee.

Senior programs include the following:

- Title III C-1 Congregate Meals;
- Title III C-2 Home Delivery Meals; and
- Title III-B Transportation

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On June 9, 2020, the Board approved the initial Area 12 Agency on Aging (A12AA) Contract Extension Proposals for fiscal year 2020-21, Res. No. 2020-302. Included with this Board item are two (2) original standard agreements with support documents, Attachments A through D along with Exhibits A through H, between Area 12 Agency on Aging and Mariposa County Health & Human Services Agency, Adult & Aging Services, for the above stated programs for Fiscal Year 2020-2021. Board Chair and County Counsel signatures are required.

On July 7, 2020, the Board approved Standard Agreements for Senior Meals and Transportation Programs for FY 2020-2021 through Resolution No. 2020-375.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Mariposa County Health & Human Services Agency, Adult & Aging branch, would not receive the funding from A12AA to offset the costs of the above listed senior programs if negative action were to be taken. Funding losses would include: Title III C-1 Congregate-- $84,840.00, Title III C-2 Home Delivered-- $34,588.00, and Title III-B Transportation-- $45,000.00.

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

REF ID# 11873

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

ATTACHMENTS:
Area 12 Agency Agreement - 2021 thru 2022 (PDF)

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

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Attachment A: C-1 Cong.

AREA 12 AGENCY ON AGING
FY2021 – 2022 APPLICATION FOR CONTRACT RENEWAL
COVER SHEET

1. Provider Information

Name: Mariposa County Health & Human Services Agency

Address: 5362 Lemee Lane, PO Box 99

Mariposa, CA 95338

Phone: 1-209-966-2000 FAX: 1-209-742-0994

2. Type of Organization (Check One)

X	Local Unit of Government
	Profit Making Organization
	Local Education Institution
	Non-profit Organization

3. Geographic Area to be Served (check all that apply)

	Alpine County
	Amador County
	Calaveras County
X	Mariposa County
	Tuolumne County

3. Grant Funds Requested	$ 84,840
Amount of Cash Match	$ 194,936
Amount of In-Kind Match	$ 27,000

4. Proposal Prepared by (Print Name/Title): Lydia Arre, Program Manger

5. Preparers Signature:

6. Board Signature:

Print Name: Marshall Long

Title: Board Chair, Mariposa County Board of Supervisor, District III

X:\Contracts and Contract Materials\2021-2022 Contract Renewal Proposal\Attachment A 21-22 CRP Cover Sheet.doc

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Attachment A: III-B Transp.

AREA 12 AGENCY ON AGING
FY2021 – 2022 APPLICATION FOR CONTRACT RENEWAL
COVER SHEET

1. Provider Information

Name: Mariposa County Health & Human Services Agency

Address: 5362 Lemee Lane, PO Box 99

Mariposa, CA 95338

Phone: 1-209-966-2000 FAX: 1-209-742-0994

2. Type of Organization (Check One)

X	Local Unit of Government
	Profit Making Organization
	Local Education Institution
	Non-profit Organization

3. Geographic Area to be Served (check all that apply)

	Alpine County
	Amador County
	Calaveras County
X	Mariposa County
	Tuolumne County

3. Grant Funds Requested	$ 45,000
Amount of Cash Match	$ 186,716
Amount of In-Kind Match	$ 0

4. Proposal Prepared by (Print Name/Title): Lydia Arre, Program Manger

5. Preparers Signature:

6. Board Signature:

Print Name: Marshall Long

Title: Board Chair, Mariposa County Board of Supervisor, District III

X:\Contracts and Contract Materials\2021-2022 Contract Renewal Proposal\Attachment A 21-22 CRP Cover Sheet.doc

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Attachment A: C-2 H.D. Meals

AREA 12 AGENCY ON AGING
FY2021 – 2022 APPLICATION FOR CONTRACT RENEWAL
COVER SHEET

1. Provider Information

Name: Mariposa County Health & Human Services Agency

Address: 5362 Lemee Lane, PO Box 99

Mariposa, CA 95338

Phone: 1-209-966-2000 FAX: 1-209-742-0994

2. Type of Organization (Check One)

X	Local Unit of Government
	Profit Making Organization
	Local Education Institution
	Non-profit Organization

3. Geographic Area to be Served (check all that apply)

	Alpine County
	Amador County
	Calaveras County
X	Mariposa County
	Tuolumne County

3. Grant Funds Requested	$ 34,588
Amount of Cash Match	$ 123,904
Amount of In-Kind Match	$ 7,440

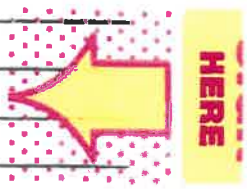
4. Proposal Prepared by (Print Name/Title): Lydia Arre, Program Manger

5. Preparers Signature: Lydia Arre

6. Board Signature:

Print Name: Marshall Long

Title: Board Chair, Mariposa County Board of Supervisor, District III



X:\Contracts and Contract Materials\2021-2022 Contract Renewal Proposal\Attachment A 21-22 CRP Cover Sheet.doc

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Mariposa County Health & Human Services Agency
Title III C-1 Congregate Program Summary
Contract Extension Proposal—FY 2021-22

I. Program Summary—Needs Assessment:

Mariposa County is located in the western foothills of the Sierra Nevada Mountains and is home to Yosemite National Park. The county is exceptionally rural with a dispersed population encompassing approximately 1,463 square miles. The county does not contain incorporated cities or towns. However, three of its communities are acknowledged as census-designated areas. Those areas are Bootjack, Yosemite Valley, and Mariposa, with Mariposa established as the County Seat. Other unincorporated towns include Coulterville, Hornitos, El Portal, Midpines, Yosemite Village, Wawona, Fish Camp, and Catheys Valley.

According to the Department of Finance Population Estimates[1], Mariposa County has a recorded population of 18,067. Per the 2020 US Census Bureau, approximately thirty-nine percent (39%) of Mariposa County residents are seniors over the age of 60, which is significantly higher than the statewide average of fourteen percent (14%) with approximately fifteen percent (15%) of the county's senior citizen population living below the federal poverty level.[2]

With such a significant number of low-income senior citizens living within Mariposa and its outlying areas, it is important to maintain an independent senior population by continuing to provide Senior Nutrition programs, which provides at least one third (1/3) of the recommended daily allowance (RDA) for healthy nutrition. With continuous outreach efforts, our overall participation numbers have been steadily growing each year. For the upcoming 2021-2022 fiscal year, Health & Human Services Agency is projecting to provide more than 9,481 Units of Service (UOS) to a projected number of five hundred (500) seniors in unduplicated services, with one daily meal being counted as one single unit of service.

II. Program Summary—Upcoming Fiscal Year:

The Adult & Aging Services Branch, Senior Services/Senior Nutrition unit, is projecting to provide more than the proposed 9,481 Units of Service to an anticipated number of two hundred (200) seniors citizen in unduplicated services in this next fiscal service year, with one daily meal being counted as one single unit of service.

III. Program Summary—Administration:

Since the original response to the request for proposal and award of the four-year agreement, continuation of the consolidation of the three departments into one, Health & Human Services Agency (Res.-2018-403), has resulted in three divisions, with a new Board of Supervisors' appointed Director to administer and manage the agency's many services and resources. The three divisions Administration, Health Services, & Human Services, employ approximately one hundred and seventy-eight (178) individuals. Each division works closely with each other, the County Board of Supervisors, and other public and private entities in the coordination of services for older and disabled persons in order to maintain a maximum level of independence, personal dignity, and safety.

Within the Human Services Division, is the Adult & Aging Services branch (Exhibit A—Human Services Org. Chart). It is within this branch that the Senior Services/Senior Nutrition unit provides the programs listed below at the Mariposa Senior Activity Center, at 5246 Spriggs Lane location and Health & Human Services Agency's main campus located at 5362 Lemee Lane, Mariposa, California. All programs provided within the Mariposa County Health & Human Services Agency, Human Services Division are covered under the County of Mariposa for insurance purposes (Exhibit B). It is the campaign of the Mariposa County Health & Human Services Agency to assist seniors with services that provide and promote independent living for as long as safely possible. With that goal in mind, the Adult & Aging Services branch provides the following programs for our senior population:

- Senior Services & Referrals
- Title III C-1 Congregate Meal
- Title III C-2 Home Delivered Meal
- Title III B Transportation
- In-Home Supportive Services
- Adult Protective Services
- Public Guardian/Public Conservator

[1] 2020 E-1 Department of Finance
[2] 2021 US Census Bureau, Quick Facts, Income & Poverty

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Mariposa County Health & Human Services Agency
Title III C-1 Congregate Program Summary
Contract Extension Proposal—FY 2021-22

- Housing/Homelessness
- Low Income Home Energy Assistance Program (LIHEAP)
- Woodsmoke Reduction Pilot Program

IV. Program Summary—Governing Board:

The County of Mariposa is a general law county and the government structure is determined by the State Constitution and State General Law. The Board of Supervisors is the legislative and executive governing body of the County. The Health & Human Services Agency is governed by the Mariposa County Board of Supervisors, representing five county districts. See Attachment C for more information regarding the governing board.

V. Program Summary—Personnel Capability & Pattern:

Mariposa County employs qualified personnel. Job classifications and criteria of basic functions and responsibilities are on file for all paid employees and volunteer positions. Volunteers are a valuable asset to all of the senior nutrition programs. All volunteers are required to sign the County's Waiver regarding Workers' Compensation Insurance form, pursuant to California Labor Code 3352(1) and receive a copy of the volunteer's job description. A volunteer application is also completed and an orientation is provided by assigned qualified staff.

Congregate meals are prepared and served five (5) days a week, Monday through Friday, except on holidays, at midday in a social environment at the Mariposa Senior Activity Center, located at 5246 Spriggs Lane, Mariposa, California. Draft menus are received from the Area 12 Registered Dietitian (RD) via email. Any changes to the menu are approved by the RD.

VI. Program Summary—Consumer Input:

Consumer satisfaction is an important and valuable quotient in maintaining services. Therefore, program surveys are distributed to congregate participants periodically to evaluate overall services, consumer needs, and satisfaction. Changes to the program may be engaged if viable to a majority of the participants and funding resources.

VII. Program Summary—Program Changes:

Our program participation numbers are growing. Therefore, there are no new changes to the Title III C-1 Congregate program.

VIII. Program Summary—Short & Long Range Plan(s):

Long range plan is to work in collaboration with many of the other county services for outreach and advocacy of senior needs and issues.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Mariposa County Health & Human Services Agency
Title III C-2 Home Delivery Program Summary
Contract Extension Proposal—FY 2022-22

I. Program Summary—Needs Assessment:

Mariposa County is located in the western foothills of the Sierra Nevada Mountains and is home to Yosemite National Park. The county is exceptionally rural with a dispersed population encompassing approximately 1,463 square miles. The county does not contain incorporated cities or towns. However, three of its communities are acknowledged as census-designated areas. Those areas are Bootjack, Yosemite Valley, and Mariposa, with Mariposa established as the County Seat. Other unincorporated towns include Coulterville, Hornitos, El Portal, Midpines, Yosemite Village, Wawona, Fish Camp, and Catheys Valley.

According to the Department of Finance Population Estimates[1], Mariposa County has a recorded population of 18,067. Per the 2020 US Census Bureau, approximately thirty-nine percent (39%) of Mariposa County residents are seniors over the age of 60, which is significantly higher than the statewide average of fourteen percent (14%) with approximately fifteen percent (15%) of the county's senior citizen population living below the federal poverty level.[2]

With such a significant number of low-income senior citizens living within Mariposa and its outlying areas, it is important to maintain an independent senior population by continuing to provide Senior Nutrition programs, which provides at least one third (1/3) of the recommended daily allowance (RDA) for healthy nutrition. With continuous outreach efforts, our overall participation numbers have been steadily growing each year. For the upcoming 2021-2022 fiscal year, Health & Human Services Agency is projecting to provide more than 5,462 Units of Service (UOS) to a projected number of sixty (60) seniors in unduplicated services, with one daily meal being counted as one single unit of service.

II. Program Summary—Upcoming Fiscal Year:

The Adult & Aging Services Branch, Senior Services/Senior Nutrition unit, is projecting to provide more than the proposed 5,462 Units of Service to an anticipated number of ninety (90) senior citizens in unduplicated services in this next fiscal service year, with one daily meal being counted as one single unit of service.

III. Program Summary—Administration:

Since the original response to the request for proposal and award of the four-year agreement, continuation of the consolidation of the three departments into one, Health & Human Services Agency (Res.-2018-403), has resulted in three divisions, with a new Board of Supervisors' appointed Director to administer and manage the agency's many services and resources. The three divisions Administration, Health Services, & Human Services, employ approximately one hundred and seventy-eight (178) individuals. Each division works closely with each other, the County Board of Supervisors, and other public and private entities in the coordination of services for older and disabled persons in order to maintain a maximum level of independence, personal dignity, and safety.

Within the Human Services Division, is the Adult & Aging Services branch (Exhibit A—Human Services Org. Chart). It is within this branch that the Senior Services/Senior Nutrition unit provides the programs listed below at the Mariposa Senior Activity Center, at 5246 Spriggs Lane location and Health & Human Services Agency's main campus located at 5362 Lemee Lane, Mariposa, California. All programs provided within the Mariposa County Health & Human Services Agency, Human Services Division are covered under the County of Mariposa for insurance purposes (Exhibit B). It is the campaign of the Mariposa County Health & Human Services Agency to assist seniors with services that provide and promote independent living for as long as safely possible. With that goal in mind, the Adult & Aging Services branch provides the following programs for our senior population:

- Senior Services & Referrals
- Title III C-1 Congregate Meal
- Title III C-2 Home Delivered Meal
- Title III B Transportation
- In-Home Supportive Services
- Adult Protective Services
- Public Guardian/Public Conservator

[1] 2020 E-1 Department of Finance
[2] 2021 US Census Bureau, Quick Facts, Income & Poverty

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Mariposa County Health & Human Services Agency
Title III C-2 Home Delivery Program Summary
Contract Extension Proposal—FY 2022-22

- Housing/Homelessness
- Low Income Home Energy Assistance Program (LIHEAP)
- Woodsmoke Reduction Pilot Program

IV. Program Summary—Governing Board:

The County of Mariposa is a general law county and the government structure is determined by the State Constitution and State General Law. The Board of Supervisors is the legislative and executive governing body of the County. The Health & Human Services Agency is governed by the Mariposa County Board of Supervisors, representing five county districts. See Attachment C for more information regarding the governing board.

V. Program Summary—Personnel Capability & Pattern:

Mariposa County employs qualified personnel. Job classifications and criteria of basic functions and responsibilities are on file for all paid employees and volunteer positions. Volunteers are a valuable asset to all of the senior nutrition programs. All volunteers are required to sign the County's Waiver regarding Workers' Compensation Insurance form, pursuant to California Labor Code 3352(1) and receive a copy of the volunteer's job description. A volunteer application is also completed and an orientation is provided by assigned qualified staff.

Home Delivery meals are prepared and delivered five (5) days a week, Monday through Friday, except on holidays, from the Mariposa Senior Activity Center, located at 5246 Spriggs Lane, Mariposa, California. Draft menus are sent to the Area 12 Registered Dietitian (RD) via email. Any changes to the menu are approved by the RD.

VI. Program Summary—Consumer Input:

Consumer satisfaction is an important and valuable quotient in maintaining services. Therefore, program surveys are distributed to congregate participants periodically to evaluate overall services, consumer needs, and satisfaction. Changes to the program may be engaged if viable to a majority of the participants and funding resources.

VII. Program Summary—Program Changes:

Our program participation numbers are growing. However, there are no new changes to the Title III C-2 program.

VIII. Program Summary—Short & Long Range Plan(s):

Short range plans for the Title III C-2 Home Delivered meal program is to increase public knowledge of the program through ongoing community outreach. Long-range plan is to work in collaboration with many of the other county services for outreach and advocacy of senior needs.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Mariposa County Health & Human Services Agency
Title III B Transportation Program Summary
Contract Extension Proposal—FY 2021-22

I. Program Summary—Needs Assessment:

Mariposa County is located in the western foothills of the Sierra Nevada Mountains and is home to Yosemite National Park. The county is exceptionally rural with a dispersed population encompassing approximately 1,463 square miles. The county does not contain incorporated cities or towns. However, three of its communities are acknowledged as census-designated areas. Those areas are Bootjack, Yosemite Valley, and Mariposa, with Mariposa established as the County Seat. Other unincorporated towns include Coulterville, Hornitos, El Portal, Midpines, Yosemite Village, Wawona, Fish Camp, and Catheys Valley.

According to the Department of Finance Population Estimates[1], Mariposa County has a recorded population of 18,067. Per the 2020 US Census Bureau, approximately thirty-nine percent (39%) of Mariposa County residents are seniors over the age of 60, which is significantly higher than the statewide average of fourteen percent (14%) with approximately fifteen percent (15%) of the county's senior citizen population living below the federal poverty level.[2]

To meet the needs of such a diverse and widely dispersed population, many who are seniors, Mariposa County operates a transit system, informally known as Mari-Go, providing dial-a-ride services to the general public by dividing the service areas into North County and South County. Mariposa County Transit also provides medical transportation services for seniors locally and to the cities of Fresno, Merced, and Oakhurst via ADA mini-vans, by appointment only, Monday through Friday.

Mariposa County Transit, North County, provides transportation service to the communities of Coulterville, Greeley Hill, and the Don Pedro area. Service to this northern part of the county is limited; Tuesdays are designated for the general public, transporting many to the Sonora area for shopping, health care, public services, etc. Transportation between Mariposa and the Coulterville/Greeley Hill area may be provided if prior arrangements have been made in advance. This upcoming 2021-2022 fiscal year, the agency is projecting to provide 2,500 Units of Service to a projected growth of ninety (90) seniors, with one-way transportation being counted as one single unit of service.

II. Program Summary—Upcoming Fiscal Year:

The Adult & Aging Services Branch, Senior Services/Senior Nutrition unit, is projecting to provide more than the proposed 2,500 Units of Service to a projected number of ninety (90) senior citizens in this next contracted service year, with one-way transportation being counted as one single unit of service.

III. Program Summary—Administration:

Since the original response to the request for proposal and award of the four-year agreement, continuation of the consolidation of the three departments into one, Health & Human Services Agency (Res.-2018-403), has resulted in three divisions, with a new Board of Supervisors' appointed Director to administer and manage the agency's many services and resources. The three divisions Administration, Health Services, & Human Services, employ approximately one hundred and seventy-eight (178) individuals. Each division works closely with each other, the County Board of Supervisors, and other public and private entities in the coordination of services for older and disabled persons in order to maintain a maximum level of independence, personal dignity, and safety.

Within the Human Services Division, is the Adult & Aging Services branch (Exhibit A—Human Services Org. Chart). It is within this branch that the Senior Services/Senior Nutrition unit provides the programs listed below at the Mariposa Senior Activity Center, at 5246 Spriggs Lane location and Health & Human Services Agency's main campus located at 5362 Lemee Lane, Mariposa, California. All programs provided within the Mariposa County Health & Human Services Agency, Human Services Division are covered under the County of Mariposa for insurance purposes (Exhibit B). It is the campaign of the Mariposa County Health & Human Services Agency to assist seniors with services that provide and promote independent living for as long as safely possible. With that goal in mind, the Adult & Aging Services branch provides the following programs for our senior population:

- Senior Services & Referrals
- Title III C-1 Congregate Meal
- Title III C-2 Home Delivered Meal

[1] 2020 E-1 Department of Finance
[2] 2021 US Census Bureau, Quick Facts, Income & Poverty

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Mariposa County Health & Human Services Agency
Title III B Transportation Program Summary
Contract Extension Proposal—FY 2021-22

- Title III B Transportation
- In-Home Supportive Services
- Adult Protective Services
- Public Guardian/Public Conservator
- Housing/Homelessness
- Low Income Home Energy Assistance Program (LIHEAP)
- Woodsmoke Reduction Pilot Program

IV. Program Summary—Governing Board:

The County of Mariposa is a general law county and the government structure is determined by the State Constitution and State General Law. The Board of Supervisors is the legislative and executive governing body of the County. The Health & Human Services Agency is governed by the Mariposa County Board of Supervisors, representing five county districts. See Attachment C for more information regarding the governing board.

V. Program Summary—Personnel Capability & Pattern:

Mariposa County employs qualified transportation personnel as mandated by the State of California for its Public Transit System. Assigned staff perform daily tasks of scheduling, enrollment into Title III-B Transportation services, and reporting of qualified seniors, per the criteria of Area 12 Agency on Aging policy. Mariposa County's Transit System Services operate Monday through Friday, except County holidays, from 8:30 AM to 4:00 PM.

VI. Program Summary—Consumer Input:

Consumer satisfaction is an important and valuable quotient in maintaining services. Therefore, surveys are distributed to riders periodically to evaluate overall services, consumer needs, and satisfaction. Changes to the transit system may be engaged if viable to a majority of the ridership and funding resources.

VII. Program Summary—Program Changes:

There are no new changes to the Title III-B Transportation program.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Attachment C

2021 - 2022 CONTRACT RENEWAL PROPOSAL
GOVERNING BOARD INFORMATION

Board Members Name & Address:	Occupation:	Compensation:
Rosemarie Smallcombe P.O. Box 784 5100 Bullion St. Mariposa, CA 95338	Vice-Chair District I Supervisor County of Mariposa	$53,650.25
Thomas Sweeney P.O. Box 784 5100 Bullion St. Mariposa, CA 95338	District II Supervisor County of Mariposa	$53,650.25
Marshall Long P.O. Box 784 5100 Bullion St. Mariposa, CA 95338	Board Chair District III Supervisor County of Mariposa	$53,650.25
Wayne Forsythe P.O. Box 784 5100 Bullion St. Mariposa, CA 95338	District IV Supervisor County of Mariposa	$53,650.25
Miles Menetrey P.O. Box 784 5100 Bullion St. Mariposa, CA 95338	District V Supervisor County of Mariposa	$53,650.25

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Attachment D—C-1 Cong.

2021-2022 CONTRACT RENEWAL PROPOSAL
PERSONNEL INFORMATION

PROGRAM: C-1 Congregate

Paid Staff Name	Title	Salary
Lydia Arre	Program Manager	$69,154
Diana Ziegenfuss	Program Specialist II	$50,113
Susette Micallef	Program Assistant I	$42,195
Cynthia Wilson	Sr. Nutrition Cook/Supervisor (80%)	$28,766
Lydia Woolsey	Kitchen Assistant (70%)	$24,777
Extra Help	Kitchen Assistant/Back Up Cook	$12,040

X:\Contracts and Contract Materials\2021-2022 Contract Renewal Proposal, Attachment D 21-22 CRP Personnel Information.doc

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

2021-2022 CONTRACT RENEWAL PROPOSAL
PERSONNEL INFORMATION

PROGRAM: C-2 Home Delivered Meals

Paid Staff Name	Title	Salary
Lydia Arre	Program Manager	$69,154
Diana Ziegenfuss	Program Specialist II	$50,113
Susette Micallef	Program Assistant I	$42,195
Cynthia Wilson	Sr. Nutrition Cook/Supervisor (80%)	$28,766
Lydia Woolsey	Kitchen Assistant (70%)	$24,777
Extra Help	Kitchen Assistant/Back Up Cook	$12,040

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Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

2021-2021 CONTRACT RENEWAL PROPOSAL
PERSONNEL INFORMATION

PROGRAM: III-B Transportation

Paid Staff Name	Title	Salary
Patricia (Patty) Phillips	Transit Driver	$44,256
Patricia (Pat) Feight	Transit Driver (60%)	$29,273
Extra Help	Relief Transit Driver	$19,111
Extra Help	Program Assistant/Transp. Srvs.	$16,864
Extra Help	Medical Driver	$16,282
Extra Help	Medical Driver	$12,040

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Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Attachment E

AREA 12 AGENCY ON AGING 2021-2022 CONTRACT RENEWAL
AUTHORIZED SIGNATORY FORM

PROVIDER: Mariposa County Health & Human Services Agency

ADDRESS: 5362 Lemee Lan, PO Box 99
Mariposa, CA 95338

The following persons have personally signed below and are authorized to sign documents as indicated:



Agreements

Board Chair (term through 12/2021) — **Marshall Long** Printed/Typed Name

Designee by Board Action — **Shannon Gadd** Printed/Typed Name

Fiscal Reports/Budgets

Program Manager — **Lydia Arre** Printed/Typed Name

Designee for Program Manager//Program Specialist — **Diana Ziegenfuss** Printed/Typed Name

Program Reports

Program Manager — **Lydia Arre** Printed/Typed Name

Designee for Program Manager//Program Specialist — **Diana Ziegenfuss** Printed/Typed Name

For emergency contact information:1-209-966-6632

Board Chairperson's telephone number: 1-209-966-3222

Mailing address: PO Box 784, Mariposa, CA 95338

Submitted by Lydia Arre — 5-27-2021 Date

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Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Attachment F

Area 12 Agency on Aging 2021-2022 Contract Renewal Proposal
Agency Contract Representative (ACR)

Designation Form

SEND TO: **Kristin Millhoff, Executive Director**
Area 12 Agency on Aging
19074 Standard Road, Suite A
Sonora, California 95370

Program(s): Title III—C-1 Congregate
Title III—C-2 Home Delivered Meals
Title III—B Transportation

Legal Name of Contractor: Mariposa County
Agency Contracts Representative: Dumile Wilson
Title: Administrative Analyst I
Address: 5362 Lemee Lane, PO Box 99
Mariposa, CA 95338

Phone: 1 (209) 742-0971	FAX: 1 (209) 966-8251
E-mail: dwilson@mariposacounty.org	tperesan@mariposacounty.org larre@mariposacounty.org

Please specify the address checks are to be mailed to below:
Address: 5246 Spriggs Lane
Mariposa, CA 95338
Attention: Lydia Arre

Signature:	Print Name: Lydia Arre
Title: Program Manager	Phone: 1 (209) 966-6632

X:\Contracts and Contract Materials\2021-2022 Contract Renewal Proposal\Attachment F FY21-22 CRP Agency Contract Representative.doc

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

GRIEVANCE PROCEDURES TO BE IMPLEMENTED BY SERVICE PROVIDERS

1.) All service providers shall develop written policies and procedures whereby any consumer of services may appeal and have resolved grievances relating, but not limited to:

   a.) Amount or duration of a service;
   b.) Denial or discontinuance of a service;
   c.) Dissatisfaction with the service or service provider;
   d.) Failure to comply with the regulations set forth by the California Department of Aging (CDA) or in the contract agreement with Area 12 Agency on Aging.

2.) The grievance procedure shall include all of the following:

   a.) Time frames within which a complaint will be acted upon;
   b.) Written notification to complainant of the results of the review, including a statement that the complainant may appeal to the Area 12 Agency on Aging if dissatisfied with the results of the review;
   c.) Confidentiality provisions to protect the complainant's right to privacy. Only information related to the complaint may be released without the individual's consent.

3.) All service providers are required to notify all consumers of the grievance process available to them by:

   a.) Posting notification of the process in visible and accessible areas. If a substantial number of consumers are non-English speaking, the notification shall also be posted in the primary language of this group of consumers;
   b.) Advising homebound consumers of the process either orally or in writing.

4.) The appropriate level of complaint resolution shall be determined as follows:

   a.) The service provider shall be the first administrative level for the resolution of complaints from consumers of services;
   b.) If a complainant is dissatisfied with the results of a service provider's grievance process, the complainant may submit, in writing, their complaint to the director of the Area 12 Agency on Aging. If complainant cannot submit a written complaint, the Area 12 Agency on Aging shall:
      1) Verbally accept the complaint
      2) Prepare a written complaint
      3) Have the complainant sign the written complaint
   c.) Any complaints received directly by the CDA shall be forwarded to the appropriate Area Agency on Aging for referral to the service provider.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

AREA 12 AGENCY ON AGING

SERVICE PROVIDER COMPLAINT RESOLUTION PROCESS

If you are a service sub-provider or applicant service sub-provider and are dissatisfied with an action taken by the Provider, you are entitled to submit a written grievance statement. Issues that are subject to the complaint resolution process include, but are not limited to the following:

1.) A reduction in the level of funding to an existing service sub-provider during a contract or subgrant period. However, a reduction directly attributable to a reduction in the funding to the Provider by the Area 12 Agency on Aging (A12AA) or the State or federal government shall not be considered an adverse determination.

2.) A cancellation or termination of an existing service sub-provider's contract or subgrant prior to the contractor or subgrant's expiration date.

3.) The denial of an application to provide services from an applicant service provider when any of the following exist:

   a.) The presence of a conflict of interest, real or apparent;
   b.) The occurrence of a procedural error or omission;
   c.) The lack of substantial evidence to support an A12AA's action.

All complaints shall be:

1.) Made in writing and addressed to the Director of the A12AA;

2.) Submitted within 30 days of incident of dispute;

3.) Responded to within 30 days of receipt of the complaint, in the form of a written statement which shall include:

   a.) The reasons for the A12AA's decision on the issues contained in the complaint.
   b.) The complainant's right, if any, to request a State hearing and the time frames within which such a request must be made.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

GRIEVANCE PROCEDURES - PROVIDERS FOR EMPLOYEES & VOLUNTEERS

1.) All service providers shall develop written policies and procedures whereby any employee or volunteer may appeal and have resolved grievances relating, but not limited to:

   a.) Unsafe practices;
   b.) Not following guidelines or training;
   c.) Dissatisfaction with the employer;
   d.) Failure to comply with the regulations set forth by the California Department of Aging (CDA) or in the contract agreement with Area 12 Agency on Aging (A12AA).

2.) The grievance procedure shall include all of the following:

   a.) Time frames within which a complaint will be acted upon;
   b.) Written notification to complainant of the results of the review, including a statement that the complainant may appeal to the A12AA if dissatisfied with the results of the review;
   c.) Confidentiality provisions to protect the complainant's right to privacy. Only information related to the complaint may be released without the individual's consent.

3.) All providers are required to notify all employees and volunteers of the grievance process available to them by:

   a.) Posting notification of the process in visible and accessible areas. If a substantial number of consumers are non-English speaking, the notification shall also be posted in the primary language of this group;
   b.) Advising employees and volunteers of the process either orally or in writing.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

CCC-307

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Mariposa County Health & Human Services Agency, Adult & Aging Services	94-6000880
By (Authorized Signature)	
Printed Name and Title of Person Signing: Marshall Long, Board of Supervisors District III, Chairperson	
Date Executed	Executed in the County of: Mariposa

CONTRACTOR CERTIFICATION CLAUSES

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

   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.

   All services performed by Contractor under this Agreement shall be in strict conformance with all applicable federal, state and/or local laws and regulations relating to confidentiality, including, but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety Code sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations section 2.1 et seq.

   As applicable, Contractor shall comply with the State of California's General Terms and Conditions GTC-610, effective 6/9/2010.

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

   a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

6. SWEATFREE CODE OF CONDUCT:

a. All contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. Contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph 'a' above.

7. DOMESTIC PARTNERS: For Contracts over $100,000 executed or amended after January 1, 2007, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA AND THE AREA 12 AGENCY ON AGING

The following laws apply to persons or entities doing business with the State of California and the Area 12 Agency on Aging.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. [Pub. Contract Code §10430(e)]

3. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

4. AMERICANS WITH DISABILITIES ACT: Contractor assures the Area 12 Agency on Aging that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

5. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the Area 12 Agency on Aging will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

6. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

   a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

   b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

7. RESOLUTION: A county, city, district, or other local public body must provide the Area 12 Agency on Aging with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

8. AIR OR WATER POLLUTION VIOLATION: Under the State laws, Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

9. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

AREA 12 AGENCY ON AGING 2021-2022
MARIPOSA COUNTY HEALTH & HUMAN SERVICES AGENCY
ADULT & AGING SERVICES
CONTRACT AUTHORIZED SIGNATORY FORM

PROVIDER: Mariposa County Health & Human Services Agency

ADDRESS: 5246 Spriggs Lane, Mariposa, CA 95338

The following persons have personally signed below and are authorized to sign documents as indicated:

Agreements

Board Chair (term through 12/2020)	**Marshall Long** Printed/Typed Name
Designee by Board Action	**Shannon Gadd** Printed/Typed Name

Fiscal Reports / Budgets

Program Manager	**Lydia Arre** Printed/Typed Name
Designee for Program Manager//Program Specialist	**Diana Ziegenfuss** Printed/Typed Name

Program Reports

Program Director	**Lydia Arre** Printed/Typed Name
Designee for Program Manager//Program Specialist	**Diana Ziegenfuss** Printed/Typed Name

For emergency contact information: **(209) 966-6632**

Board Chairperson's telephone number: **(209) 966-3222**

Mailing address: **P.O. Box 784, Mariposa, CA 95338**

Lydia Arre — Submitted by Lydia Arre

6-30-2021 — Date

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

Attachment C
Contract ACR
5-4-21

Area 12 Agency on Aging 2020-2021
Agency Contract Representative (ACR) Designation Form
Mariposa County Health & Human Services Agency
Adult & Aging Services

SEND TO: **Kristin Millhoff**
Area 12 Agency on Aging
19074 Standard Rd., Suite A
Sonora, California 95370

Program(s):	Title III—C-1 Congregate
	Title III—C-2 Home Delivery
	Title III—B Transportation

Legal Name of Contractor: Mariposa County	
Agency Contracts Representative: Dumile Wilson	
Title: Administrative Analyst I	
Address: 5362 Lemee Lane, PO Box 99 Mariposa, CA 95338	
Phone: 1 (209) 742-0971	FAX: 1 (209) 966-8251
E-mail: dwilson@mariposacounty.org	Lydia Arre larre@mariposacounty.org Terri Peresan tperesan@mariposacounty.org

Please specify the address checks are to be mailed to below:

Address: 5246 Spriggs Lane Mariposa, CA 95338	
Attention: Lydia Arre	
Signature:	Print Name: Lydia Arre
Title: Program Manager	Phone: (209) 966-6632

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

INFORMATION INTEGRITY AND SECURITY STATEMENT

In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Sensitive, or Confidential Information (PSCI) is a crime and is prohibited under State and Federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619; California Civil Code Section 1798.53 and 1798.55; and Health Insurance Portability and Accountability Act.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report (CDA (1025A and 1025B).
- All access codes which allow access to PSCI will be properly safeguarded.
- Activities by any individual or entity that is suspected of compromising confidential information will be reported to A12AA by completing a Security Incident Report, CDA 1025.
- Any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- Obligations to protect PSCI contained under this Contract/Agreement will continue after termination of the Contract/Agreement with A12AA and CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee,

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

contractor, vendor or volunteer.

- All employees/subcontractors of the Contractor/Vendor must comply with A12AA's and CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- CDA or its designee, A12AA, will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.

CERTIFY:

To protect PSCI by:

- Accessing, inspecting, using, disclosing or modifying PSCI only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI in approved locations.
- Never removing PSCI from the work site without authorization.
- If approved to remove PSCI from work site, PSCI must be kept in a secure and locked container.
- Never sending PSCI in any electronic format – email, text, or any online format; **faxing** remains a confidential source of sending information.

Meets the encryption requirements in Exhibit D, Article 18:

☐ Is in full compliance with the 128 Encryption requirements.

☐ Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Information Integrity & Security Statement and will comply with the above statements.

Contractor/Vendor Name:
Mariposa County Health & Human Services Agency, Adult & Aging Services

Fiscal Year and Contracted Program(s):
2021-2022, Congregate Meals, Home Delivered Meals, and Transportation

Printed Name and Title of Person Signing:
Shannon Gadd, Health & Human Services Agency Director

Authorized Signature:	Date:

Attachment: A12AA Contract FY 2021-2022 (RES-2021-454 : Approval of Agreement with Area 12 Agency on Aging FY 2021-22)

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-455

MEETING: August 3, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Approve Standard Agreement with Department of Housing and Community Development

---

RECOMMENDATION AND JUSTIFICATION:
Approve Agreement with California Department of Housing and Community Development to accept a second allocation for the Transitional Housing Program; and authorize the Health and Human Services Agency Director to sign any documents necessary to accept the award (Subject to Review by County Counsel as to Legal Form).

Pursuant to Budget Act of 2019, the Department of Housing and Community Development (HCD) has allocated $5 million in funding to counties for the support of Transitional Housing Program (THP). Through calculations from HCD, Mariposa County Health and Human Services Agency (HHSA) has received $4,800 for THP and is scheduled to receive a second allocation of $4,800 through approval of this agreement.

The purpose of THP is to help young adults 18 to 25 years secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems.

THP was realigned in 2011 and has since been completely funded with realignment dollars. This housing allocation is new and in addition to the realignment dollars.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On May 5. 2020, Board of Supervisors authorized the Health and Human Services Director to sign acceptance allocation forms for THP through Resolution No. 2020-228.

On August 4, 2020, Board of Supervisors adopted the Transitional Housing Program Allocation Acceptance Resolution through Resolution No. 2020-475.

On April 27, 2021, Board of Supervisors adopted the Transitional Housing Program Allocation Acceptance Resolution (Round 2) through Resolution No. 2021-230.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Refusing this allocation will prevent HHSA from seeking reimbursement funding for dollars spent on providing housing for young adults.

FINANCIAL IMPACT:
Additional funding for THP will be allocated towards Health and Human Services Agency (HHSA) budget.

ATTACHMENTS:
20-THP-15874_July 28 2021 (PDF)
Resolution_2021-230 (PDF)
Resolution 2020-475 (PDF)
Resolution 2020-228 (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 - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION
Business and Contract Services Branch
Contracts Office
2020 W. El Camino Avenue, Suite 130, 95833
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-6928 / FAX (916) 263-6917
www.hcd.ca.gov

July 14, 2021 revised

Shannon Gadd, Director of Health and Human Services
County of Mariposa
P.O. Box 99
Mariposa, CA 95338

RE: County of Mariposa – 20-THP-15874

Dear Shannon Gadd:

Attached is an electronic copy of the Standard Agreement ("Agreement') with Exhibits A through B:

A. Standard Agreement Contents (STD 213 and Exhibits A through B)

STD 213 - Cover page

Exhibit A - Authority, Purpose and Scope of Work

Exhibit B - Budget Detail and Payment Provisions

Exhibit C* - State of California General Terms and Conditions - GTC 04/2017

**Exhibit C is now incorporated by reference; please see the STD 213 for additional information.*

B. For expeditious handling of the contract, the Department offers two options for returning signed STD 213; please complete one of the following:

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.

2. The person or persons authorized by the resolution(s), must provide an **original signature, printed name, title and date, using blue ink,** on the lower left-hand section entitled "Contractor" on the STD 213 and/or on the additional Signature Page(s), if applicable.

3. **Option One:** For electronic signature processing, reply to this Standard Agreement email notification with the following document attached, fully signed STD 213 page(s). All signatures must be original and in blue ink. All signers must be included in the reply email and confirm, in writing, acceptance of e-signing the Agreement.

Attachment: 20-THP-15874_July 28 2021 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community

4. **Option Two:** Print one copy of the Standard Agreement, STD 213. All Agreements must be signed with an original wet signature, in **blue ink.** Return the Exhibits with executed hardcopy to HCD. Do not send photocopies of the signed STD 213 page(s).

5. Note: If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee in the resolution, the awarded amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the award letter and as adopted by your Board.

6. Return the signed copy of the STD 213 using Option 1 or Option 2; and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:
   Department of Housing and Community Development
   Business & Contract Services Branch
   Contracts Office: LaTasha Jackson
   2020 West El Camino Avenue, Suite 130
   Sacramento, CA 95833

7. Maintain a complete electronic version of the contract Agreement, STD 213 and Exhibits, for your pending file. **Note: The contract is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Stephanie Tran-Houangvilay, Program Manager, at (916) 274-0533 or, Stephanie.Tran-Houangvilay@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

LaTasha Jackson
Contracts Analyst
Business and Contract Services Branch

Enclosure(s)

Attachment: 20-THP-15874_July 28 2021 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER
20-THP-15874	

D.9.a

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
County of Mariposa

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
06/30/2023

3. The maximum amount of this Agreement is:
$4,800.00

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	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	State of California General Terms and Conditions	GTC - 04/201
Exhibit D	Terms and Conditions	0
Exhibit E	Special Conditions	0
	TOTAL NUMBER OF PAGES ATTACHED	4

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.)
County of Mariposa

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
P.O. Box 729	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Ave., Suite 130	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Shaun Singh	Contracts Manager, Business & Contract Services Branc

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

Attachment: 20-THP-15874_July 28 2021 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

This Standard Agreement, STD 213 (the “Agreement”) is made pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2020 (Chapter 6 of the Statutes of 2020) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (collectively, the "Statute"), by which the Department of Housing and Community Development (the “Department”) has allocated designated funding to counties for use by county child welfare services agencies.

2. Purpose

In accordance with the authority cited above, the Contractor was awarded Financial Assistance (the “Allocation Acceptance Form”) from the Program (the “Grant”) for the 2020-2021 fiscal year for the purpose of helping young adults aged 18 to 25 years secure and maintain housing, with priority given to young adults formerly in the foster care system and probation. The Allocation Acceptance Form, including all representations made by the Contractor therein, are hereby incorporated in this Agreement. The Department agrees to make the Grant, based on the Statute and this Agreement.

The Department and the Contractor enter into this Agreement in accordance with the terms and conditions set forth herein, subject to all the provisions of the applicable statutes and further subject to the State laws and requirements governing State contracts.

3. Scope of Work

The Contractor agrees that all funds disbursed pursuant to this Agreement shall be used to help young adults aged 18 to 25 years secure and maintain housing. Contractor further agrees that priority shall be given to young adults formerly in the foster care system and probation.

4. Monitoring and Reporting

The Contractor shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as laid out in the Scope of Work. These books, records, documents, and other evidence shall be made available for audit and inspection by the Department for a period of two years. A reporting form, provided by the Department, shall be submitted annually, by June 30, addressing the following:

Attachment: 20-THP-15874_July 28 2021 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community

EXHIBIT A

A. How many people were served?
B. What were the funds used for?
C. Who were the housing navigators or other subcontractor(s)?
D. How many people served were in the foster care system?
E. How many people served were in probation?

5. Effective Date and Expenditure Deadline

A. This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date").

B. Any grant funds remaining unexpended within two years of the receipt of the funds (the Expenditure Period), must be returned to the Department. Checks shall be payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Avenue, Room 300, Sacramento, CA 95833, no later than one month following the expiration of the Expenditure Period and must reference the Contract Number.

Attachment: 20-THP-15874_July 28 2021 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Detail

The Budget Act of 2020 (Chapter 6 of the Statutes of 2020 (SB 74))

2240-102-0001 – For local assistance, Department of Housing and Community Development: $8,000,000

Pursuant to Section 50807(b) of the Health and Safety Code, the Department has consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule for the purpose of distributing $8,000,000 to counties for the purpose of housing stability to help young adults aged 18 to 25 years secure and maintain housing, with priority given to young adults formerly in the foster care system and probation. The allocation is based on, among other things, each county's percentage of the total statewide number of young adults aged 18 to 25 years in foster care.

Contractor agrees to use the funds for eligible activities which may include, but are not limited to the following:

1. Identifying and assisting housing services for this population within each community
2. Helping this population secure and maintain housing (with priority given to those formerly in the state's foster care or probation system)
3. Improving coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care
4. Outreach and targeting to serve those with the most-severe needs

For the purposes of performing the Program Activities, the Department agrees to provide the aggregate amount identified on page 1, number 3 of this Agreement in the form of a grant ("Grant"). In no instance shall the Department be liable for any costs for the Work in excess of this Grant amount, or for any unauthorized or ineligible costs.

2. Conditions of Disbursement

Prior to receiving any grant funds, the Contractor shall submit the following for the Department's approval:

A. Resolution from the governing board;

Attachment: 20-THP-15874_July 28 2021 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community

EXHIBIT B

B. Payee Data Record (Std. 204) or Government TIN Form, as applicable; and

C. Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.

3. Payee

Name: County of Mariposa

Amount: $4,800

Attachment: 20-THP-15874_July 28 2021 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-230

MEETING: April 27, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: THP Allocation Acceptance Resolution

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Accepting the Transitional Housing Program Allocation; and authorize the Health and Human Services Agency Director to execute any documents necessary to accept the award (Subject to Review by County Counsel as to Legal Form).

Pursuant to Budget Act of 2019, the Department of Housing and Community Development (HCD) has allocated $5 million in funding to counties for the support of Transitional Housing Program (THP). Through calculations from HCD, Mariposa County Health and Human Services Agency (HHSA) will receive $4,800 for THP.

The purpose of THP is to help young adults 18 to 25 years secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems.

THP was realigned in 2011 and has since been completely funded with realignment dollars. This housing allocation is new and in addition to the realignment dollars.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On May 5. 2020, Board of Supervisors authorized Health and Human Services Director to sign acceptance allocation forms for THP through Resolution No. 2020-228.

On August 4, 2020, Board of Supervisors adopted the Transitional Housing Program Allocation Acceptance Resolution through Resolution No. 2020-475.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Refusing this allocation will prevent HHSA from seeking reimbursement funding for dollars spent on providing housing for young adults.

FINANCIAL IMPACT:
Additional funding for THP will be allocated towards Health and Human Services Agency (HHSA) budget.

ATTACHMENTS:
THP R2 Resolution April 19 2021 (PDF)

Attachment: Resolution_2021-230 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

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

Attachment: Resolution_2021-230 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

Transitional Housing Program Allocation Acceptance Resolution for Counties

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF MARIPOSA, STATE OF CALIFORNIA

MARIPOSA

IN THE MATTER OF: TRANSITIONAL HOUSING PROGRAM (THP) ALLOCATION RESOLUTION NUMBER: 2021-230

A RESOLUTION AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF THE COUNTY ALLOCATION AWARD UNDER THE TRANSITIONAL HOUSING PROGRAM

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued an Allocation Acceptance form, dated July 27, 2020 under the Transitional Housing Program ("THP" or "Program") for $8 million authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2020 (Chapter 6 of the Statutes of 2020) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code.

WHEREAS, the Allocation Acceptance form relates to the availability of the TRANSITIONAL HOUSING PROGRAM Allocation funds; and

WHEREAS, the MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AGENCY ("Applicant"), was listed as an eligible applicant in the Allocation Acceptance form, dated July 27, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the BOARD OF SUPERVISORS for MARIPOSA COUNTY ("County") does hereby determine and declare as follows:

SECTION 1. That Applicant is hereby authorized and directed to apply for and accept their TRANSITIONAL HOUSING PROGRAM Allocation award, as detailed in the Allocation Acceptance form, up to the amount authorized on the Allocation Acceptance form and applicable state law.

SECTION 2. That DIRECTOR of MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AGENCY is hereby authorized and directed to act on behalf of County in connection with the TRANSITIONAL HOUSING PROGRAM Allocation award, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to be awarded the TRANSITIONAL HOUSING PROGRAM Allocation award, and all amendments thereto (collectively, the "TRANSITIONAL HOUSING

Attachment: Resolution_2021-230 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

PROGRAM Allocation Award Documents").

SECTION 3. That Applicant shall be subject to the terms and conditions that are specified in the TRANSITIONAL HOUSING PROGRAM Allocation Award Documents, and that Applicant will use the TRANSITIONAL HOUSING PROGRAM Allocation award funds in accordance with the Allocation Acceptance form, other applicable rules and laws, the THP Program Documents, and any and all THP requirements.

PASSED AND ADOPTED this 27th day of April, 2021, by the following vote:

AYES: SMALLCOMBE, SWEENEY, LONG, FORSYTHE, MENETREY

NOES: NONE

ABSTENTIONS: NONE

ABSENT: NONE

Marshall Long, Chair
Mariposa County Board of Supervisors

ATTEST:

René LaRoche
Clerk of the Board of Supervisors

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Attachment: Resolution_2021-230 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

RESOLUTION CHECKLIST	
Minimum Requirements	
☐	Entity name (state identity of the contracting party or borrower) and Entity type (i.e. Corporation, Non-Profit, LLC, etc.)
☐	Name & Title of Signatory(ies) **Note:** Name and title of authorized signatory(ies) is preferred. In instances pertaining to municipalities (when title only is acceptable), supporting documentation evidencing the individual who currently holds the position **must** be provided.
☐	Reference to Allocation Acceptance Form date
☐	Standard Agreement or Loan & Grant Agreement language (authorizes signatory(ies) to sign Loan & Grant Contract/Standard Agreement)
☐	Amendment provision included
☐	Dollar amount (Includes a dollar amount that is equal to or greater than the award amount)
☐	Person attesting validity of resolution (must be someone other than person authorized to sign agreements)
☐	Meeting Date, All Votes (Ayes, No's, Absent, Vacant), and signature(s) included
☐	Resolution number(s) **OR Project** Site Name (Required to differentiate multiple contracts issued to same contractor)
Authorized Signatory(ies) – *And vs. Or*	
And – *CEO* **and** *Director* Both individuals named must sign the Standard Agreement. **Example:** "The Board hereby authorizes CEO **and** Director to execute the Standard Agreement in an amount not to exceed…"	
Or – *CEO* **or** *Director* Either individual may sign--only one signature is required. **Example:** "The Board hereby authorizes the CEO **or** his/her designee to execute the Standard Agreement in an amount not to exceed…"	
And/Or – *CEO* **and/or** *Director* Effective December 9, 2014, HCD's Legal Assistance Division (LAD) declared this language legally insufficient. Resolutions with this language will not be accepted. **Example:** "The Board hereby authorizes the CEO **and/or** Director to execute the Standard Agreement in an amount not to exceed…"	

Attachment: Resolution_2021-230 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

Transitional Housing Program (THP)

Round 2 Allocation Acceptance Form

Gavin Newsom, Governor
State of California

Lourdes M. Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency

Gustavo F. Velasquez, Director
California Department of Housing and Community Development

2020 West El Camino Avenue, Suite 150
Sacramento, CA 95833
Phone: (916) 263-2771
Email: THP@hcd.ca.gov

July 2020

Attachment: Resolution_2021-230 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

Transitional Housing Program (THP) Allocation Acceptance Round 2

Rev. 7/27/20

County Allocation (select Applicant County in row 7 below): $4,800

Pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2020 (Chapter 6 of the Statutes of 2020) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate $8 million in funding to counties for the purpose of housing stability to help young adults 18 to 25 years secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems.

Allocation Applicant

Allocation Applicant is a County Child Welfare Agency

Pursuant to Section 50807(b) of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule for the purpose of distributing these funds to counties. The allocation is based on each county's percentage of the total statewide number of young adults aged 18 to 25 years in foster care. The allocation excludes Alpine and Sierra county because their calculation did not demonstrate a need for young adults aged 18 to 25.

Applicant County	**Mariposa County**										
Legal name of Applicant as stated on resolution:	**COUNTY OF MARIPOSA**										
Address	5362 LEMEE LANE – PO BOX 99				City	MARIPOSA	State	CA	Zip	95338-0099	
Auth Rep Name	JOE LYNCH	Title	DIVISION DIRECTOR	Auth Rep Email	jlynch@mariposacounty.org				Phone	209-742-0935	
Contact Name	JILLIAN RORIGUEZ	Title	Social Worker Supervisor II	Email	jrodriguez@mariposacounty.org				Phone	209-742-0896	
Address	5362 LEMEE LANE – PO BOX 99				City	MARIPOSA	State	CA	Zip	95338-0099	
Federal Tax ID Number (FEIN)	94-6000680										
Administrative Fiscal Representative											
Legal Name	COUNTY OF MARIPOSA			Contact Name	LORI NORMAL		Contact Email	lnormal@mariposacounty.org			
Phone	209-742-0851	Address	5362 LEMEE LANE – PO BOX 99		City	MARIPOSA	State	CA	Zip	95338-0099	
File Name:	**App Resolution**	Reference sample resolution document						Attached to email?		Yes	
File Name:	**App TIN**	Reference Taxpayer Identification Number (TIN) document						Attached to email?		Yes	

Funds shall be used to help young adults who are 18 to 25 years of age secure and maintain housing. Use of funds may include, but are not limited to:
1) Identify and assist housing services for this population in your community;
2) Assist this population to secure and maintain housing (with priority given to those in the state's foster care or probation system);
3) Improve coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care; and
4) Provide engagement in outreach and targeting to serve those with the most severe needs.

Any grant funds remaining unexpended as of June 30, 2023, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Ave. Room 300, no later than July 31, 2023 and must reference the Contract Number.

In order to accept and receive an allocation, applicants must submit the following: Signed Allocation Acceptance form, Signed Resolution, and TIN Form. *HCD will only accept applications electronically via email no later than 5:00 p.m. on:*

Thursday, November 12, 2020

HCD will only accept applications electronically at the following email address:

THP@hcd.ca.gov

Applicant acknowledges and agrees to submit an annual report to the Department for the three years following distribution of TAY Program funds addressing the following: 1) How many people were served? 2) What were the funds used for? 3) Who were the housing navigator(s)? 4) How many people served were in foster care? 5) How many people served were in probation system?	Yes

On behalf of the entity identified in the signature block below, I certify that:
The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct.
I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above.
In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.

JOE LYNCH	DIVISION DIRECTOR		12-31-20
Printed Name	Title of Signatory	Signature	Date

Name:	COUNTY OF MARIPOSA			Phone Number:	209-966-2000		
Address:	5362 LEMEE LANE – PO BOX 99	City:	MARIPOSA	State:	CA	Zip:	95338-0099

Attachment: Resolution_2021-230 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

State of California
Financial Information System for California (FI$Cal)

GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250

FI$Cal
Financial Information System for California

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name*: County of Mariposa

Remit-To Address (Street or PO Box)*: PO Box 729

City*: Mariposa State *: CA Zip Code*+4: 95338-9647

Government Type: ☐ City ☑ County ☐ Special District ☐ Federal ☐ Other (Specify)

Federal Employer Identification Number (FEIN)*: 94-6000880

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	

Contact Person*: Lori Norman Title: Senior Administrative Analyst

Phone number*: 209-742-0851 E-mail address: lnorman@mariposacounty.org

Signature*: Date: 12-16-20

Attachment: Resolution_2021-230 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

MARIPOSA COUNTY

HHS/Social Services · (209) 966-3689

RESOLUTION - ACTION REQUESTED 2020-475

MEETING: August 4, 2020

TO: The Board of Supervisors

FROM: Eric Sergienko, Health Officer/Acting HHSA Director

RE: THP and HNP Allocation Acceptance Resolution

RECOMMENDATION AND JUSTIFICATION:
Adopt the Transitional Housing Program Allocation Acceptance Resolution in a total amount not to exceed $7,075.

Pursuant to Budget Act of 2019, the Department of Housing and Community Development (HCD) has allocated respective totals of $5 million and $8 in funding to counties for the support of Transitional Housing Program (THP) and Housing Navigator Program (HNP). Through calculations from HCD, Mariposa County Health and Human Services Agency (HHSA) will receive $4,800 for THP and $2,275 for HNP.

The purpose of THP is to help young adults 18 to 25 years secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems. HNP helps young adults aged 18 years and up to 21 years secure and maintain housing, with priority given to young adults in the foster care system. The county may use the funding to provide housing navigation services directly or through a contract with other housing assistance programs in the county. It is encouraged that the county coordinate with the local Continuum of Care to foster communication and collaboration.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On May 5. 2020, Board of Supervisors authorized Health and Human Services Director to sign acceptance allocation forms for THP and HNP through Resolution No. 2020-228. The resolution form contained in this request was inadvertently absent as an attachment and in the action requested from Resolution No. 2020-228 and must be provided to receive funding from HCD.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board can choose to not accept the allocation and HHSA will need to seek alternative funding sources to provide services under both programs.

FINANCIAL IMPACT:
Additional funding for THP and HNP will be allocated towards Health and Human Services Agency (HHSA) budget.

Attachment: Resolution 2020-475 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

Resolution - Action Requested 2020-475

ATTACHMENTS:
THP and HNP Allocation - Wsignature (PDF)
Transitional_Housing_Program_Resolution - July 30 2020v2 (DOCX)

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

Attachment: Resolution 2020-475 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

Attachment: Resolution 2020-475 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

Transitional Housing Program Allocation Acceptance Resolution for Counties

BEFORE THE BOARD OF SUPERVISORS

COUNTY OF MARIPOSA, STATE OF CALIFORNIA

MARIPOSA

IN THE MATTER OF: TRANSITIONAL HOUSING PROGRAM (THP) AND HOUSING NAVIGATORS PROGRAM (HNP) ALLOCATION

RESOLUTION NUMBER 2020-475

A RESOLUTION AUTHORIZING APPLICATION FOR AND ACCEPTANCE OF THE COUNTY ALLOCATION AWARD UNDER THE TRANSITIONAL HOUSING PROGRAM

WHEREAS, the State of California, Department of Housing and Community Development ("Department") issued an Allocation Acceptance form, dated February 7, 2020 under the Transitional Housing Program ("THP" or "Program") for $8 million authorized by item 2240-102-0001 of section 2.00 of the Budget Act of 2019 (Chapter 23 of the Statutes of 2019) and Chapter 11.7 (commencing with Section 50807) of part 2 of Division 31 of the Health and Safety Code.

WHEREAS, the Allocation Acceptance form relates to the availability of the TRANSITIONAL HOUSING PROGRAM Allocation funds; and

WHEREAS, the MARIPOSA COUNTY HEALTH AND HUMAN SERVICES AGENCY ("Applicant"), was mentioned in the Allocation Acceptance form, dated February 7, 2020.

NOW, THEREFORE, BE IT RESOLVED, that the BOARD OF SUPERVISORS for MARIPOSA COUNTY ("County") does hereby determine and declare as follows:

SECTION 1. That Applicant is hereby authorized and directed to apply for and accept their TRANSITIONAL HOUSING PROGRAM Allocation award, as detailed in the Allocation Acceptance form, up to the amount authorized the Allocation Acceptance form and applicable state law.

SECTION 2. That the DIRECTOR, is hereby authorized and directed to act on behalf of County in connection with the TRANSITIONAL HOUSING PROGRAM Allocation award, and to enter into, execute, and deliver any and all documents required or deemed necessary or appropriate to be awarded the TRANSITIONAL HOUSING PROGRAM

Allocation award, and all amendments thereto (collectively, the "TRANSITIONAL HOUSING PROGRAM Allocation Award Documents").

SECTION 3. That Applicant shall be subject to the terms and conditions that are specified in the TRANSITIONAL HOUSING PROGRAM Allocation Award Documents, and that Applicant will use the TRANSITIONAL HOUSING PROGRAM Allocation award funds in accordance with the Allocation Acceptance form, other applicable rules and laws, the THP Program Documents, and any and all THP requirements.

PASSED AND ADOPTED this 4th day of July, 2020, by the following vote:

AYES:	SMALLCOMBE, JONES, LONG, CANN, MENETREY
NOES:	NONE
ABSTENTIONS:	NONE
ABSENT:	NONE

Kevin Cann, Chair
Mariposa County Board of Supervisors

ATTEST:

René LaRoche
Clerk of the Board of Supervisors

APPROVED AS TO LEGAL FORM:

Steven W. Dahlem
County Counsel

Attachment: Resolution 2020-475 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

MARIPOSA COUNTY

HHS/Social Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2020-228

MEETING: May 5, 2020

TO: The Board of Supervisors

FROM: Chevon Kothari, Health and Human Services Director

RE: Transitional Housing Program (THP) and Housing Navigators Program (HNP) Allocation

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RECOMMENDATION AND JUSTIFICATION:
Approve allocation acceptance forms for Transitional Housing Program and Housing Navigators Program in a total amount not to exceed $7,075; and authorize the Health and Human Services Agency (HHSA) Director to sign acceptance allocation forms.

Pursuant to Budget Act of 2019, the Department of Housing and Community Development (HCD) has allocated respective totals of $5 million and $8 in funding to counties for the support of Transitional Housing Program (THP) and Housing Navigator Program (HNP). Through calculations from HCD, Mariposa County HHSA will receive $4,800 for THP and $2,275 for HNP.

The purpose of THP is to help young adults 18 to 25 years secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems. HNP helps young adults aged 18 years and up to 21 years secure and maintain housing, with priority given to young adults in the foster care system. The county may use the funding to provide housing navigation services directly or through a contract with other housing assistance programs in the county. It is encouraged that the county coordinate with the local Continuum of Care to foster communication and collaboration.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board of Supervisors does not have a prior resolution related to this allocation.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board can choose to not accept the allocation and HHSA will need to seek alternative funding sources to provide services under both programs.

FINANCIAL IMPACT:
Additional funding for THP and HNP will be allocated towards Health and Human Services Agency (HHSA) budget.

ATTACHMENTS:

Attachment: Resolution 2020-228 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

Resolution - Action Requested 2020-228

HNP Wcsignature April 15 2020 **(PDF)**
THP Allocation - Wcsignature **(PDF)**
Taxpayer ID Form - April 15 2020 **(PDF)**

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

Attachment: Resolution 2020-228 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

State of California
Financial Information System for California (FI$Cal)

GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250

FI$Cal
Financial Information System for California

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields marked with an asterisk (*) are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name*	COUNTY OF MARIPOSA
Remit-To Address (Street or PO Box)*	PO BOX 99
City*	MARIPOSA
State *	CA
Zip Code*+4	95338

Government Type:
- ☐ City
- ☑ County
- ☐ Special District
- ☐ Federal
- ☐ Other (Specify)

Federal Employer Identification Number (FEIN)*: 94-6000880

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name	Complete Address

Contact Person*	Lori Norman
Title	Senior Administrative Analyst
Phone number*	209-742-0851
E-mail address	lnorman@mariposahsc.org
Signature*	
Date	4-14-2020

Attachment: Resolution 2020-228 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

RES. NO. 20-234

Transitional Housing Program (THP)

Allocation Acceptance Form

Gavin Newsom, Governor
State of California

Lourdes M. Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency

Douglas R. McCauley, Acting Director
California Department of Housing and Community Development

2020 West El Camino Avenue, Suite 150
Sacramento, CA 95833
Phone: (916) 263-2771
Email: THP@hcd.ca.gov

February 2020

Attachment: Resolution 2020-228 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

Transitional Housing Program (THP) Allocation Acceptance

Rev. 2/4/20

County Allocation: $4,800

Pursuant to item 2240-102-0001 of Section 2.00 of the Budget Act of 2019 (Chapter 23 of the Statutes of 2019) and Chapter 11.7 (commencing with Section 50807) of Part 2 of Division 31 of the Health and Safety Code (HSC), the Department of Housing and Community Development (HCD) shall allocate $8 million in funding to counties for the purpose of housing stability to help young adults 18 to 25 years secure and maintain housing, with priority given to young adults formerly in the foster care or probation systems.

Allocation Applicant

Allocation Applicant is a County Child Welfare Agency	Yes

Pursuant to Section 50807(b) of the HSC, HCD consulted with the Department of Social Services, the Department of Finance, and the County Welfare Directors Association to develop a formula allocation schedule for the purpose of distributing these funds to counties. The allocation is based on each county's percentage of the total statewide number of young adults aged 18 to 25 years in foster care. The allocation excludes Alpine and Sierra county because their calculation did not demonstrate a need for young adults aged 18 to 25.

Applicant County	**Mariposa County**								
Legal name of Applicant as stated on resolution:	**COUNTY OF MARIPOSA**								
Address	PO BOX 99 - 5362 LEMEE LANE			City	MARIPOSA	State	CA	Zip	95338
Auth Rep Name	Chevon Kothari	Title	HHSA Director	Auth Rep Email	ckothari@mariposahsc.org			Phone	2097420892
Contact Name	Jillian Rodriguez	Title	Social Worker Supervisor II	Email	jrodriguez@mariposahsc.org			Phone	209-742-0896
Address	PO BOX 99 - 5362 LEMEE LANE			City	MARIPOSA	State	CA	Zip	95338
Federal Tax ID Number (FEIN)	94-6000880								
Administrative Fiscal Representative									
Legal Name	County of Mariposa			Contact Name	Lori Norman	Contact Ema	lnorman@mariposahsc.org		
Phone	209-966-2000	Address	PO BOX 99 - 5362 LEMEE LANE	City	MARIPOSA	State	CA	Zip	95338

File Name:	**App Resolution**	Reference sample resolution document	Attached to email?	No
File Name:	**App Signature Block**	Signature Block - upload in Microsoft Word document	Attached to email?	Yes
File Name:	**App TIN**	Reference Taxpayer Identification Number (TIN) document	Attached to email?	Yes

Use of Funds

Funds shall be used to help young adults who are 18 to 25 years of age secure and maintain housing. Use of funds may include, but are not limited to:
1) Identify and assist housing services for this population in your community;
2) Assist this population to secure and maintain housing (with priority given to those in the state's foster care or probation system);
3) Improve coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care; and
4) Provide engagement in outreach and targeting to serve those with the most severe needs.

Expenditure of Funds

Any grant funds remaining unexpended as of June 30, 2022, must be returned to the State. Checks shall be payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Ave. Room 300, no later than July 31, 2022 and must reference the Contract Number.

Allocation Acceptance Requirements

In order to accept and receive an allocation, applicants must submit the following: Signed Allocation Acceptance form, Signed Resolution, and TIN Form. *HCD will only accept applications electronically via email no later than 5:00 p.m. on:*

Tuesday, March 31, 2020

HCD will only accept applications electronically at the following email address:

THP@hcd.ca.gov

Reporting Requirements

Applicant acknowledges and agrees to submit an annual report to the Department for the three years following distribution of TAY Program funds addressing the following: 1) How many people were served? 2) What were the funds used for? 3) Who were the housing navigator(s)? 4) How many people served were in foster care? 5) How many people served were in probation system?	Yes

Certification

On behalf of the entity identified in the signature block below, I certify that:

The information, statements and attachments included in this Allocation Acceptance form are, to the best of my knowledge and belief, true and correct.

I possess the legal authority to submit this Allocation Acceptance form on behalf of the entity identified above.

In addition, I acknowledge that all information in this application and attachments is public, and may be disclosed by the State.

CHEVON KOTHARI	HHSA Director	Chevon Kothari	4/15/20
Printed Name	Title of Signatory	Signature	Date

Entity Name:	COUNTY OF MARIPOSA			Phone Number:	209-966-2000		
Entity Address:	5362 LEMEE LANE	City:	MARIPOSA	State:	CA	Zip:	95338

APPROVED AS TO FORM:

Steven W. Dahlem

STEVEN W. DAHLEM
COUNTY COUNSEL

Attachment: Resolution 2020-228 (RES-2021-455 : Approve Standard Agreement with Department of Housing and Community Development)

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-456

MEETING: August 3, 2021

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Approve Budget Action for FY21 Budget to Purchase Fixed Asset

---

RECOMMENDATION AND JUSTIFICATION:

Approve Budget Action Transferring Funds Within the Sheriff's Department Fiscal Year 2021-2022 Budget to Allow the Purchase of a Fixed Asset - Mobile Repeater ($14,951).

The Sheriff's Office has purchased a Mobile Repeater to allow for better radio communications for patrol and rescue units in remote areas of Mariposa County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

All budget actions to purchase fixed assets require Board review and approval.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this budget action is not approved there will be continued limited or no radio communications in remote areas of Mariposa County. This will limit and/or delay patrol and rescue units in the course of their assigned duties.

FINANCIAL IMPACT:
There is sufficient funding in the Sheriff's Office budget to accommodate the cost of the mobile repeater. There is no impact to the County General Fund.

ATTACHMENTS:
Budget Action Form Mobile Radio Repeater (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# 12000

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
001	0216-521	0648			14,952	
001	0216-521	0480				14,592
				TOTALS	14,952	14,592

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

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

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

To budget for fixed asset purchase of Mobile Radio Repeater.

DEPT HEAD SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2000

Attachment: Budget Action Form Mobile Radio Repeater (RES-2021-456 : Approve Budget Action for FY21 Budget to Purchase Fixed Asset)

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2021-457

MEETING: August 3, 2021

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Granicus Marriage License Software Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve Three Year Agreement with Granicus for Marriage License Software in the Total Amount of $15,824; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This is not a new purchase. The original agreement was approved in 2007 with SouthTech Systems for the purchase of an upgraded Marriage License program. In 2019 SouthTech was bought by Granicus. This agreement covers the 2021-2024 fiscal years.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board previously approved the agreements with Granicus for this software.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County Clerk is responsible for issuing marriage licenses and this software automates the formatting and tracking of all licenses issued.

FINANCIAL IMPACT:
Budgeted in FY 21/22

ATTACHMENTS:
CA_Mariposa County CA_Q-134569 ClerkDocs_2021JUL12 (PDF)
Master_Subscription_Agreement (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# 12018

GRANICUS
408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Mariposa County CA

Granicus Proposal for Mariposa County CA

ORDER DETAILS

Prepared By: Cale Brakke
Phone: (720) 892-0352
Email: cale.brakke@granicus.com
Order #: Q-134569
Prepared On: 07/12/2021
Expires On: 08/1/2021

ORDER TERMS

Currency: USD
Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date: 06/30/2021
Initial Order Term End Date: 06/30/2024
Period of Performance: 07/01/2021 - 06/30/2022

Attachment: CA_Mariposa County CA_Q-134569 ClerkDocs_2021JUL12 (RES-2021-457 : Granicus Marriage License Software Agreement)

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Order Form
Mariposa County CA

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
ClerkDocs Online Marriage Maintenance & Support	Annual	1 Each	$4,922.00
		SUBTOTAL:	**$4,922.00**

Attachment: CA_Mariposa County CA_Q-134569 ClerkDocs_2021JUL12 (RES-2021-457 : Granicus Marriage License Software Agreement)

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Order Form
Mariposa County CA

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	07/01/2022 - 06/30/2023	07/01/2023 - 06/30/2024
ClerkDocs Online Marriage Maintenance & Support	$5,266.54	$5,635.20
SUBTOTAL:	**$5,266.54**	**$5,635.20**

Attachment: CA_Mariposa County CA_Q-134569 ClerkDocs_2021JUL12 (RES-2021-457 : Granicus Marriage License Software Agreement)

PRODUCT DESCRIPTIONS

Solution	Description
ClerkDocs Online Marriage Maintenance & Support	ClerkDocs Online Marriage Maintenance & Support

Attachment: CA_Mariposa County CA_Q-134569 ClerkDocs_2021JUL12 (RES-2021-457 : Granicus Marriage License Software Agreement)

GRANICUS

TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Mariposa County CA to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

Attachment: CA_Mariposa County CA_Q-134569 ClerkDocs_2021JUL12 (RES-2021-457 : Granicus Marriage License Software Agreement)

GRANICUS

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-134569 dated 07/12/2021 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Mariposa County CA	
Signature:	
Name:	
Title:	
Date:	

Attachment: CA_Mariposa County CA_Q-134569 ClerkDocs_2021JUL12 (RES-2021-457 : Granicus Marriage License Software Agreement)

GRANICUS

Master Subscription Agreement

This Master Subscription Agreement ("**Agreement)** is made by and between the party procuring Granicus Products and Services ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

   "Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.
   "Extension Term" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.
   "Granicus Products and Services" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.
   "Initial Term" shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.
   "Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.
   "Order Term" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.
   "**Statement of Work"** or **"SOW"** means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.
   "Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. **Ordering and Scope**
   2.1. **Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

Attachment: Master_Subscription_Agreement (RES-2021-457 : Granicus Marriage License Software Agreement)

2.2. Support. Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.

2.3. Future Functionality. Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.

2.4. Cooperative Purchasing. To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

3.1. Granicus Products and Services. The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.

3.2. Permitted Use. Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").

3.2.1. Data Sources. Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.

3.2.2. Passwords. Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

3.2.3. Content. Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

3.2.3.1. Disclaimers. Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

3.2.4. Advertising. Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

Attachment: Master_Subscription_Agreement (RES-2021-457 : Granicus Marriage License Software Agreement)

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

3.2.5.1. **Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

3.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

3.2.5.3. **Data Obtained through the Granicus Advanced Network**

3.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.5.3.3. **Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:

3.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

Attachment: Master_Subscription_Agreement (RES-2021-457 : Granicus Marriage License Software Agreement)

3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;

3.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;

3.3.4. Client must not use the Services as a door or signpost to another server.

3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;

3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;

3.3.7. Use the Granicus Products and Services for any unlawful purposes;

3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;

3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or

3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

3.4. Client Feedback. Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

3.5. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

4. Payment

4.1. Fees. Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

4.2. Disputed Invoiced Amounts. Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.

4.3. Price Increases. Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

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5. Representations, Warranties and Disclaimers

5.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

5.2. Warranties. Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

5.3. Disclaimers. EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

6.1. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

6.2. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

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6.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.

6.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

7.1. Agreement Term. The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.

7.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.

7.3. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

7.4. Rights and Obligations After Termination. In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.

7.5. Survival. All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

Attachment: Master_Subscription_Agreement (RES-2021-457 : Granicus Marriage License Software Agreement)

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus

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Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

9.2. Indemnification by Client. Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.

9.3. Defense. With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

10.1. Relationship of the Parties. Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

10.2. Headings. The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

10.3. Amendments. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

10.4. Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

10.5. Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

10.6. No Third-Party Beneficiaries. Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

10.7. Notice. Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other

Attachment: Master_Subscription_Agreement (RES-2021-457 : Granicus Marriage License Software Agreement)

nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.

10.8. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

10.9. Choice of Law and Jurisdiction. This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.

10.10. Entire Agreement. This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.

10.11. Reference. Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

10.12. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

Attachment: Master_Subscription_Agreement (RES-2021-457 : Granicus Marriage License Software Agreement)

MARIPOSA COUNTY

Treasurer-Tax Collector-County Clerk ·

RESOLUTION - ACTION REQUESTED 2021-458

MEETING: August 3, 2021

TO: The Board of Supervisors

FROM: Keith Williams, Treasurer/Tax Collector

RE: Granicus FBN Software Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve Three Year Agreement with Granicus for Fictitious Business Name (FBN) Software in the Total Amount of $4,902; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This is not a new purchase. The original agreement was approved in 2014 with SouthTech Systems for the purchase of an upgraded Fictitious Business Name (FBN) program. In 2019 SouthTech was bought by Granicus. This agreement covers the 2021-2024 fiscal years.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board previously approved the purchase of this software

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The County Clerk is responsible for accepting FBN statements and this software automates the tracking of all licenses issued.

FINANCIAL IMPACT:
Budgeted in FY 21/22

ATTACHMENTS:
CA_Mariposa County CA_Q-139008 FBN_2021MAY19 (PDF)
Master_Subscription_Agreement (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# 12019

GRANICUS
408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Mariposa County CA

Granicus Proposal for Mariposa County CA

ORDER DETAILS

Prepared By:	Cale Brakke
Phone:	(720) 892-0352
Email:	cale.brakke@granicus.com
Order #:	Q-139008
Prepared On:	05/19/2021
Expires On:	07/31/2021

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Current Subscription End Date: 07/31/2021

Initial Order Term End Date: 07/31/2024

Period of Performance: 08/01/2021 - 07/31/2022

Attachment: CA_Mariposa County CA_Q-139008 FBN_2021MAY19 (RES-2021-458 : Granicus FBN Software Agreement)

GRANICUS

Order Form
Mariposa County CA

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
ClerkDocs FBN Maintenance & Support	Annual	1 Each	$1,524.75
		SUBTOTAL:	**$1,524.75**

Attachment: CA_Mariposa County CA_Q-139008 FBN_2021MAY19 (RES-2021-458 : Granicus FBN Software Agreement)

GRANICUS

Order Form
Mariposa County CA

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	08/01/2022 - 07/31/2023	08/01/2023 - 07/31/2024
ClerkDocs FBN Maintenance & Support	$1,631.48	$1,745.69
SUBTOTAL:	**$1,631.48**	**$1,745.69**

Attachment: CA_Mariposa County CA_Q-139008 FBN_2021MAY19 (RES-2021-458 : Granicus FBN Software Agreement)

PRODUCT DESCRIPTIONS

Solution	Description
ClerkDocs FBN Maintenance & Support	ClerkDocs FBN Maintenance & Support

Attachment: CA_Mariposa County CA_Q-139008 FBN_2021MAY19 (RES-2021-458 : Granicus FBN Software Agreement)

TERMS & CONDITIONS

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Mariposa County CA to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

Attachment: CA_Mariposa County CA_Q-139008 FBN_2021MAY19 (RES-2021-458 : Granicus FBN Software Agreement)

GRANICUS

Order Form
Mariposa County CA

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-139008 dated 05/19/2021 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Mariposa County CA	
Signature:	
Name:	
Title:	
Date:	

Attachment: CA_Mariposa County CA_Q-139008 FBN_2021MAY19 (RES-2021-458 : Granicus FBN Software Agreement)

GRANICUS

Master Subscription Agreement

This Master Subscription Agreement ("**Agreement)** is made by and between the party procuring Granicus Products and Services ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

   "Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.
   "Extension Term" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.
   "Granicus Products and Services" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.
   "Initial Term" shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.
   "Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.
   "Order Term" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.
   "**Statement of Work"** or **"SOW"** means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.
   "Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. **Ordering and Scope**
   2.1. **Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

Attachment: Master_Subscription_Agreement (RES-2021-458 : Granicus FBN Software Agreement)

2.2. Support. Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.

2.3. Future Functionality. Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.

2.4. Cooperative Purchasing. To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

3.1. Granicus Products and Services. The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.

3.2. Permitted Use. Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").

3.2.1. Data Sources. Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.

3.2.2. Passwords. Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

3.2.3. Content. Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

3.2.3.1. Disclaimers. Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

3.2.4. Advertising. Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

Attachment: Master_Subscription_Agreement (RES-2021-458 : Granicus FBN Software Agreement)

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

3.2.5.1. **Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

3.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

3.2.5.3. **Data Obtained through the Granicus Advanced Network**

3.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.5.3.3. **Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:

3.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

Attachment: Master_Subscription_Agreement (RES-2021-458 : Granicus FBN Software Agreement)

3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;

3.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;

3.3.4. Client must not use the Services as a door or signpost to another server.

3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;

3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;

3.3.7. Use the Granicus Products and Services for any unlawful purposes;

3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;

3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or

3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

3.4. Client Feedback. Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

3.5. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

4. Payment

4.1. Fees. Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

4.2. Disputed Invoiced Amounts. Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.

4.3. Price Increases. Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

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5. Representations, Warranties and Disclaimers

5.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

5.2. Warranties. Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

5.3. Disclaimers. EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

6.1. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

6.2. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

Attachment: Master_Subscription_Agreement (RES-2021-458 : Granicus FBN Software Agreement)

6.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.

6.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

7.1. Agreement Term. The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.

7.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.

7.3. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

7.4. Rights and Obligations After Termination. In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.

7.5. Survival. All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

Attachment: Master_Subscription_Agreement (RES-2021-458 : Granicus FBN Software Agreement)

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus

Attachment: Master_Subscription_Agreement (RES-2021-458 : Granicus FBN Software Agreement)

Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

9.2. Indemnification by Client. Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.

9.3. Defense. With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

10.1. Relationship of the Parties. Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

10.2. Headings. The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

10.3. Amendments. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

10.4. Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

10.5. Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

10.6. No Third-Party Beneficiaries. Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

10.7. Notice. Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other

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nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.

10.8. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

10.9. Choice of Law and Jurisdiction. This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.

10.10. Entire Agreement. This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.

10.11. Reference. Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

10.12. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

Attachment: Master_Subscription_Agreement (RES-2021-458 : Granicus FBN Software Agreement)

MARIPOSA COUNTY

County Counsel · (209) 966-3222

RESOLUTION - ACTION REQUESTED 2021-459

MEETING: August 3, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Approve a Lease Agreement for Mariposa-Yosemite Airport Ground Space

---

RECOMMENDATION AND JUSTIFICATION:
Approve a Lease Agreement for Mariposa-Yosemite Airport Ground Space; and Authorize the Board of Supervisors Chair to Sign the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 10, 2015, by Resolution 2015-109, the Board approved revisions for hangar, ground space, tie-down and commercial lease agreements at the Mariposa-Yosemite Airport.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If the Lease Agreement is not approved, the proposed lessee will need to make alternative arrangements for the storage of his aircraft.

FINANCIAL IMPACT:
No Financial Impact

ATTACHMENTS:
Gary Friesen # 46 (PDF)
PUBLIC INPUT - Email from Mike Healy regarding Friesen Lease (PDF)
Email from Gary Friesen (PDF)
Friesen PowerPoint Presentation (PDF)

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

REF ID# 12026

LEASE AGREEMENT FOR MARIPOSA-YOSEMITE AIRPORT GROUND SPACE

This AGREEMENT is entered into on the most recent date last below written by and between the County of Mariposa, a political subdivision of the State of California, through its Public Works Department, herein referred to as "COUNTY," and Gary Friesen, hereinafter referred to as "LESSEE".

1. **PREMISES:** COUNTY hereby leases to LESSEE, and LESSEE hereby leases from the COUNTY, ground space number **46**, located at the Mariposa-Yosemite Airport (Airport), consisting of approximately 912 square feet, and hereinafter referred to as the "PREMISES".

2. **TERM:** The term of this AGREEMENT shall commence on August 1, 2021 regardless of the date of execution, and shall expire on July 31, 2031.

3. **RENT:** LESSEE agrees to pay to COUNTY the sum of $ 49.00 per month, as and for rental payment for the PREMISES. The payment shall be made on the first day of each calendar month during the term hereof and shall be payable in advance. Rental payments shall be mailed to Mariposa /Yosemite Airport 5020 McCready Way, Mariposa, CA 95338.

4. **RENTAL LEASE ADJUSTMENTS:** The amount for rental payments specified for this year may be adjusted annually, at the discretion of the County, for the ensuing fiscal year to reflect the Consumer Price Index (CPI) prepared by the United States Department of Labor, Bureau of Labor Statistics, using the weighted average of CPI (all urban consumers for the State of California). The amount of increase shall be based on the CPI or 2%, whichever is less. The maximum increase shall not exceed 2% in any one year.

5. **UTILITIES:** LESSEE shall pay for water, sewer, gas, heat, light, power, telephone service, and all other utility services used by the LESSEE, including the cost of installation and maintenance thereof, if any, after prior notice to LESSEE of the costs to be incurred and LESSEE agrees to continue with said rental.

6. **HANGAR:** LESSEE shall provide or construct a hangar for the storage of aircraft owned or operated by LESSEE on the PREMISES, which must be approved in advance by the Public Works Director or his/her designee and shall be so constructed as to be removable. The hangar must be placed in accordance with the site plan approved by the Public Works Department. Any variations from the conditions contained in this paragraph shall be mutually agreed upon, in writing, between LESSEE and the Public Works Director. LESSEE shall provide COUNTY with as-built drawings of the hangar constructed on the PREMISES. Said IMPROVEMENTS must have been constructed and a Certificate of Completion issued by COUNTY or this AGREEMENT shall automatically terminate unless COUNTY and LESSEE mutually agree in writing to extend this AGREEMENT.

7. **USE:** LESSEE shall use the PREMISES solely for the storage of aircraft owned or operated by LESSEE, except as provided herein. LESSEE shall not use the PREMISES for any non-aeronautical use, including without limitation, (i) the storage of boats, automobiles, recreational vehicles, or other non-aviation items; and (ii) any residential use. LESSEE shall not use the PREMISES for the operation of any commercial business providing aeronautical products or services to Airport tenants or users without the prior written approval of the Public Works Director, or his/her designee. LESSEE may perform any services on its own aircraft with its own employees, including without limitation maintenance, repair and fueling; provided however, that any such activity shall be performed in compliance with any applicable rules imposed by COUNTY prior to or after the effective date of this

Attachment: Gary Friesen # 46 (RES-2021-459 : Approve a Lease Agreement for Mariposa-Yosemite Airport Ground Space)

AGREEMENT. LESSEE may obtain aeronautical products and services from any entity permitted by COUNTY to supply the particular products or services at the Airport. LESSEE shall not utilize the PREMISES for any purpose which is in conflict with the Airport Rules and Regulations, Mariposa County Code, the Uniform Fire Code, the Uniform Building Code, FAA Rules and Regulations or any other applicable federal, state, or local laws, rules or regulations.

8. **ASSIGNMENT:** LESSEE shall not assign, sublet, or in any way hypothecate its interest in the PREMISES without the prior written approval of the Public Works Director, or his/her designee, which shall not be unreasonably withheld. Any such assignment, subletting or hypothecation without such consent shall be void and shall at the option of COUNTY terminate this AGREEMENT. In no event shall LESSEE be authorized to assign or sublet the PREMISES for any non-aeronautical use. In no event shall LESSEE cause any liens or other encumbrances to be placed on the PREMISES. The Public Works Director, or his/her designee, shall respond to LESSEE'S request, in writing, no later than ten (10) working days from the date the Public Works Department receives a written request from LESSEE.

9. **MAINTENANCE AND REPAIR:** LESSEE shall maintain the PREMISES in a neat and orderly condition free of any unsightly dirt, trash, or garbage, and shall keep the PREMISES clean and clear of oil, grease, and/or toxic chemicals. No hazardous or flammable materials in excess of a total of one gallon and in its original container will be stored within or about the PREMISES unless stored within an Environmental Protection Agency-approved or COUNTY Fire Chief-approved container or cabinet. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted to accumulate within or about the PREMISES. LESSEE shall not store fuel or any other flammable material in excess of five (5) gallons on the PREMISES outside the confines of the stored aircraft itself without prior written approval of the Public Works Director and the Mariposa County Fire Chief, or their respective designees.

LESSEE shall, at LESSEE'S sole cost and expense, maintain the PREMISES and all improvements now existing and hereafter erected thereupon, including site improvements, in good condition and repair, ordinary wear and tear excepted, and in accordance with all applicable rules, laws, ordinances, orders and regulations of relevant federal, state, county, and other governmental agencies and bodies. LESSEE shall promptly and diligently repair, restore, and replace as required to maintain or comply as above, or to remedy all damage to or destruction of all or any part of the improvements. In the event that LESSEE does not promptly repair any damage to the PREMISES, COUNTY reserves the right to make such repairs, at LESSEE's expense, which shall become due and immediately payable.

10. **ALTERATIONS:** No alterations shall be made to the PREMISES without the prior written approval of COUNTY. Prior to such approval, COUNTY and LESSEE shall agree in writing as to whether the alterations, at the end of the term of this AGREEMENT, shall become the responsibility and property of COUNTY or shall be removed by LESSEE at LESSEE's expense.

11. **RIGHT TO INSPECT:** COUNTY or COUNTY's duly authorized agent shall have the right to inspect the PREMISES at any reasonable time upon notice and request to LESSEE. LESSEE agrees to respond to reasonable inquiries and requests by any agent acting on behalf of COUNTY for the operation and management of the Airport.

12. **INDEMNIFICATION:** LESSEE hereby agrees to and shall protect, indemnify and hold COUNTY and all officers, agents, representatives and employees of COUNTY free and harmless from any and all liability or claims for injury or damages of whatsoever kind or character, including attorney's fees and costs of all types incurred in defense of any of said parties, arising out of or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any acts or omissions of the LESSEE or of LESSEE'S independent

Attachment: Gary Friesen # 46 (RES-2021-459 : Approve a Lease Agreement for Mariposa-Yosemite Airport Ground Space)

contractors, employees, representatives, agents, or invitees. The indemnity and hold harmless provisions shall also apply in favor of COUNTY and all officers, agents, representatives, and employees of COUNTY where LESSEE requests services of COUNTY, its officers, agents, representatives, or employees, which are not the subject of this AGREEMENT.

13. **INSURANCE:** LESSEE shall obtain a liability insurance policy, naming COUNTY as an additional insured, in the minimum amount of One Million Dollars ($1,000,000) per occurrence in the event of damage to property or injury to persons as a result of LESSEE'S use of the PREMISES. Proof of insurance shall be provided to COUNTY upon execution of the AGREEMENT. LESSEE'S insurance shall be primary with respect to any insurance or self-insurance maintained by the COUNTY or any agent acting on behalf of COUNTY for the operation and management of the Airport. COUNTY shall be notified, in writing, thirty (30) days prior to cancellation or expiration of the policy.

14. **TAXES:** LESSEE shall pay prior to delinquency any taxes (including possessory interest taxes) and assessments levied or assessed on the PREMISES, or LESSEE'S possessory interest therein, and on any personal property of LESSEE'S situated in, on or about the PREMISES.

15. **COMPLIANCE WITH LAWS AND REGULATIONS:** LESSEE agrees to abide by and comply with all rules and regulations of the FAA and laws of the United States of America and of the State of California, ordinances and Code of the County of Mariposa and all Airport rules and regulations now or hereafter made for regulation, control and operation of the Airport and activities to be carried on by LESSEE. The following terms are required to be included in this AGREEMENT in satisfaction of COUNTY'S obligations to the Federal Aviation Administration:

a) LESSEE, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

b) COUNTY reserves the right to further develop or improve the land area of the Airport as it sees fit, regardless of the desires or views of the LESSEE and without interference or hindrance.

c) COUNTY reserves the right, but shall not be obligated to the LESSEE, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the LESSEE in this regard.

d) This AGREEMENT shall be subordinate to the provisions and requirements of any existing or future agreement between the COUNTY and the United States, relative to the development, operation, or maintenance of the Airport. Failure of the LESSEE or any occupant to comply with the requirements of any existing or future agreement between the COUNTY and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of LESSEE'S rights hereunder.

e) There is reserved to the COUNTY, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the PREMISES. This public right of flight shall include the right to cause in said airspace any noise and emissions inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at,

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taking off from, or operating on the Airport premises.

f) LESSEE agrees to comply with the notification and review requirements covered in Title 14 CFR Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the PREMISES or in the event of any planned modification or alteration of any present or future building or structure situated on the PREMISES.

g) LESSEE, by accepting this AGREEMENT, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit any natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77 to constitute an obstruction or hazard. In the event the aforesaid covenants are breached, COUNTY reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the LESSEE.

h) LESSEE, by accepting this AGREEMENT, agrees for itself, its successors and assigns that it will not make use of the PREMISES in any manner which might interfere with the landing and taking off of aircraft or otherwise constitute a hazard. In the event the aforesaid covenant is breached, COUNTY reserves the right to enter upon the PREMISES and cause the abatement of such interference at the expense of LESSEE.

i) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) or 49 U.S.C. § 47107(a)(4).

j) This AGREEMENT and all of the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of the Airport or the exclusive or nonexclusive use of the Airport by the United States during a time of war or national emergency.

16. **RELOCATION:** COUNTY shall have the right, upon six (6) months notice, to relocate LESSEE to another location on Airport property. COUNTY shall be responsible for the cost of moving fixed equipment including the hangar to the new location. LESSEE agrees that COUNTY will pay no penalties, relocation allowances, damages or other fees except as stipulated. COUNTY agrees that the rental fees will remain as stated in this AGREEMENT, should a relocation become necessary, for the balance of the term. In the event COUNTY exercises its right to relocate LESSEE'S hangar, COUNTY shall provide LESSEE with site improvements for LESSEE'S hangar which are equivalent to the site improvements now existing at LESSEE'S hangar location.

17. **TERMINATION PRIOR TO EXPIRATION:** COUNTY shall have the right to terminate this Agreement, in whole or in part, on the occurrence of any of the following events: a) the failure of the LESSEE to perform or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Agreement; or b) the abandonment of the PREMISES. Should this occur, COUNTY shall not be responsible for the custodial protection of LESSEE'S property, fixtures or equipment abandoned. Upon termination for cause prior to the expiration of this AGREEMENT or any extension thereof, COUNTY may at COUNTY'S election, demand the removal from the PREMISES of the hangar. A demand for removal shall be achieved by notice given in or concurrently with notice of such termination or within thirty (30) days after such termination. LESSEE shall comply with the notice demanding removal within sixty (60) days.

18. **RIGHT OF RE-ENTRY:** In the event of any breach of this AGREEMENT by LESSEE, COUNTY, besides other rights or remedies it may have, shall have the right of re-entry and may remove all

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persons and personal property from the PREMISES as permitted by law. Such personal property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE. Should COUNTY elect to re-enter as herein provided, or should COUNTY take possession pursuant to legal proceedings or pursuant to any notice provided for by law, COUNTY may either terminate this AGREEMENT or may, from time to time, without terminating this AGREEMENT, relet the PREMISES or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as COUNTY, in its sole discretion, may deem advisable. Rentals received by COUNTY from such releting shall be applied first to payment of any indebtedness other than rental due hereunder from LESSEE to COUNTY; second to payment of rental due and unpaid hereunder; and third, to payment of any cost of such releting. The residue, if any, shall belong to LESSEE. Should such rental received from such releting during any period be less than that agreed to be paid during that period by LESSEE hereunder, then LESSEE shall pay such deficiency to COUNTY. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the PREMISES by COUNTY shall be construed as an election on its part to terminate this AGREEMENT for any breach.

19. **OPTIONS AT EXPIRATION:** Upon expiration of this AGREEMENT, COUNTY shall have the following options: a) require LESSEE to remove LESSEE'S hangar at LESSEE'S sole expense; b) purchase LESSEE'S hangar upon the terms and conditions as described below; or c) agree to extend this AGREEMENT for a period not to exceed ten (10) years.

If COUNTY does not elect to require LESSEE to remove LESSEE'S hangar, LESSEE shall have the option of accepting COUNTY'S offer to purchase LESSEE'S hangar, accept COUNTY'S offer to extend this AGREEMENT, or remove the hangar at LESSEE'S sole expense. If the parties agree to an extension, all of the terms and conditions of this AGREEMENT shall remain in full force and effect, except rent, which shall be in the amount then-required by COUNTY for comparable ground space at the Airport.

If COUNTY elects to require LESSEE to remove LESSEE'S hangar in accordance with this paragraph, COUNTY shall notify LESSEE and LESSEE shall comply with the notice within sixty (60) days of the notice.

20. **FIRST RIGHT OF REFUSAL:** At the expiration of this AGREEMENT or if extended pursuant to Paragraph above, or upon earlier termination, COUNTY will have first right of refusal for purchase of the hangar structure if and when it is offered for sale by the present owner. The COUNTY will be allowed sixty (60) days to exercise that option to allow for Board consideration and financing options. COUNTY shall have the right to purchase the hangar located on space numbers specified in Paragraph 1 from LESSEE at the then fair market value as determined by an appraisal. The value of County owned site improvements, including paving, shall not be included in the fair market value of the hangar. Each party shall select an appraiser and those two appraisers shall select a third appraiser, who shall prepare an appraisal and whose appraisal shall be binding on all parties. All costs of the appraisal shall be shared equally between LESSEE and COUNTY. If during the term of this AGREEMENT or any extensions or holding over, LESSEE desires to sell the hangar located in space number specified in Paragraph 1, and obtains a bona fide offer, LESSEE shall give COUNTY the first right of refusal to purchase the hangar at the offered price. The COUNTY will be allowed sixty (60) days to exercise that option to allow for Board consideration and financing options. If LESSEE desires to sell the hangar and has no bona fide offer, LESSEE shall offer to sell the hangar to COUNTY at the then fair market value as determined in Paragraph 1 above, before offering the hangar for sale to others.

21. **PARTNERSHIP/AGENCY DISCLAIMER:** It is mutually understood and agreed that nothing in this AGREEMENT is intended to or shall be construed as in any way creating or establishing the

Attachment: Gary Friesen # 46 (RES-2021-459 : Approve a Lease Agreement for Mariposa-Yosemite Airport Ground Space)

relationship of partners between the parties hereto, or as constituting the LESSEE as an agent or representative of the COUNTY for any purpose or in any manner whatsoever.

22. **NON-WAIVER:** Any waiver of breach of any covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

23. NOTICES: Any notice to the COUNTY shall be sufficient if sent by certified mail, postage prepaid, addressed to the Public Works Director, County of Mariposa, 4639 Ben Hur Road, Mariposa, CA 95338. Any notice to LESSEE shall be sufficient if sent by certified mail, postage prepaid, addressed to **5501 Carlton Rd. Mariposa, CA 95338**

24. **ENTIRE AGREEMENT:** This AGREEMENT and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this AGREEMENT, and supersede all prior negotiations, agreements and understandings with respect thereto. This AGREEMENT may only be amended by a written document duly approved and executed by the parties hereto.

25. **INTERPRETATION:** This AGREEMENT shall be interpreted to the laws of the State of California.

26. **BINDING EFFECT:** The covenants, terms, and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto and all such parties shall be jointly and severally liable hereunder.

COUNTY:

_____

Date:_____

LESSEE:

Gary Friesen

Date: July 19, 2021

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Attachment: Gary Friesen # 46 (RES-2021-459 : Approve a Lease Agreement for Mariposa-Yosemite Airport Ground Space)

FALCON Aviation Insurance Agency

PORT-A-PORT HANGAR OWNER'S INSURANCE PROGRAM

Certificate of Coverage and Participation

Insured's Name and Address: PAP250A-2
Gary Friesen
5501 Carleton Road,
Mariposa, California 95338

The coverages described below are included as part of the following master policies covering the Port-a-Port Hangar Owner's Association:

PROPERTY COVERAGES:
Policy No. MXI-98473397 written by Allianz Global Corporate
LIABILITY COVERAGES:
Policy No. AP00432332 written by Old Republic Ins. Co.

Coverage is afforded on behalf of the Port-a-Port Hangar Owner's Association and the above named individual insured as part of the above listed master policies. Coverage is in place on the specified Port-a-Port hangar for the policy period, coverages and limits as described below. Such insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Serial No/Space	Hangar Value	Located at
Sp. #46	$10000	KMPI

Coverage is effective from March 5, 2021 12:01 a.m. Through Feb. 1, 2022 12:01 a.m.

Basic Coverages	Limit
AIRPORT PREMISES LIABILITY Covers Owners, Landlords and Tenants Liability	$1,000,000 each occurrence
PHYSICAL DAMAGE ALL RISKS including limited flood coverage in the amount of $5,000 per hangar with a $1,000 deductible. Subject to exclusions which include Subject to $500 deductible but are not limited to Earthquake, War, Government Confiscations, Wear and Tear. Wind & Hail Deductible of 1%insured value or min. $5,000 per hangar.	$10000

Optional Coverages	Limit
HANGARKEEPERS LEGAL LIABILITY For those who lease hangars or portions of hangars to others. Protects hangar owner from subrogation for damage to tenant's aircraft or other property.	Included
LOSS OF USE OR RENTS Actual Loss of Rents or Use up to $2,000. For those who want their rents to continue if insured hangar is destroyed.	Not covered
PERSONAL PROPERTY All Risk. Covers Personal Property in your hangar if signs of FORCIBLE ENTRY. Mysterious disappearance IS NOT COVERED.	Not covered

Additional Insured (The party or parties shown, if any, are listed on the Master Policies as Additional Insureds)

Mariposa County

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER(S) NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AGENT: Falcon Insurance Agency, Inc.
P.O. Box 291388 Kerrville, TX 78029
830-257-1000

AUTHORIZED REPRESENTATIVE

Attachment: Gary Friesen # 46 (RES-2021-459 : Approve a Lease Agreement for Mariposa-Yosemite Airport Ground Space)

FALCON
Aviation Insurance Agency

PORT-A-PORT HANGAR OWNER'S INSURANCE PROGRAM

Certificate of Coverage and Participation

Certificate of Insurance for Port-a-Port Hangar Owner's Insurance Program

Insured: Gary Friesen

Additional Insured:

Mariposa County

The above listed are included as additional insured but only insofar as the operations under the lease are concerned.

It is agreed that liability coverages provided under this policy shall be primary and non-contributory to any and all other insurance coverage which may be available to the following entity*; But only as respects all claims which result from the sole negligence of the Named Insured.

Cancellation: Coverage shall not be cancelled, non-renewed or reduced except after thirty (30) days prior written notice.

AGENT: Falcon Insurance Agency, Inc.
P.O. Box 291388 Kerrville, TX 78029
830-257-1000

AUTHORIZED REPRESENTATIVE

Ashlea Martin

Attachment: Gary Friesen # 46 (RES-2021-459 : Approve a Lease Agreement for Mariposa-Yosemite Airport Ground Space)

Rene LaRoche

From: Mike Healy [redacted]
Sent: Friday, July 30, 2021 12:13 PM
To: Board Clerk
Subject: Public Comment Item G1

Good afternoon,

I am writing you to express opposition to Regular Agenda Item G1 on the August 3, 2021, Board of Supervisors Regular Meeting Agenda. The proposed Board item concerns a ground lease for Land Lease Pad (space) number 46 at the Mariposa County Airport.

My opposition rests with the fact that the proposed monthly rental rate of $49.00 per month is far less than like sized ground lease pad fees which were established by Board of Supervisors Resolution 2020-82, and much less than the much smaller open space Reserved Tiedown rate of $65.00 per month. In my view Board passage in its present form effectively creates a rent subsidy and "Gift of County Funds" in favor of the proposed renter and fails the rate making test of defensible under CA Law and Federal Anti-Discrimination Law and FAA Regulations and Board Resolution 2020-82.

While the rate study consultant did not recommend a rate for those lease pads that were not under lease at the time of the release of their recommendations the consultant did set rates for the complete full size of the various pad spaces throughout the Airport, some of which are smaller than pad #46 and some larger. An equitable and conforming rate setting procedure for Pad #46 can be easily accomplished by using the adopted rate of a similar sized pad such as Pad #38 and mathematically calculating the adopted rate to that of a per a sq. ft. rate ad applying this base sq. ft. rate to the entire area sq. ft. size of Pad # 46. Should the Board choose to accept the proposed renters "only consumed land" rental arrangement I suggest that not only will you violate your Adopted rate setting Resolution, but you will open the door to claims from other Airport renters seeking a reduction and refund of past rental fees for unused portions of their entire land lease pad area.

I suggest to you that the preferred rate sought by the proposed renter will result in large amounts of small parcels of prime airport land which are completely unmarketable and will result in a dramatic reduction in airport revenue further eroding the County's ability to achieve a reasonable Return on Investment (ROI) expected by the taxpayers of the County in return for their continued investment in our airport. Simply stated the rental terms before you are comparable to a single person renting a two-bedroom apartment but only agreeing to pay the cost of a one-bedroom unit because nobody sleeps in the second bedroom. Please, don't fall for the ridiculous argumenta floated by the proposed tenant as if you do the renter will enjoy at no cost exclusive use of the remaining open area within the pad space and will not be responsible as other tenants are for maintenance of the entire area of the pad leaving those costly duties to the County staff.

The reality is that over the past few years the taxpayers of this County have subsidized Airport Operations by over $130,000.00 from the General Fund. While I completely support the critical importance of our Airport Facility both to Fire Emergency Response as well as potential Economic Development contributions it should be understood that Land Lease rental rates benefit neither Fire Response or Economic Development of the County and only serve to deliver minimal revenue offsets to the County Airport Operational Costs and serve to provide comparatively inexpensive storage facilities to Aviation Hobby Enthusiasts.

Attachment: PUBLIC INPUT - Email from Mike Healy regarding Friesen Lease (RES-2021-459 : Approve a Lease Agreement for Mariposa-

In my humble opinion, airport hangar aviation storage at the Mariposa Airport Facility are extraordinarily under priced if you compare them to storage type facilities where a 10" x 10" (100 sq. ft.) storage locker in Mariposa currently rents for $100.00 per month or when compared to current hanger and land lease rents of other RCRC Member Counties that provide hanger and land lease services. I have it on good authority that the former Public Works Director had created a full Board presentation on this topic which has yet to be presented but rests in Minute Trac and should be available as research material should Board Members choose to receive further information on the topic under consideration.

The Board needs to be aware that should they approve this rate in its present form which is not based upon any established rate making process used by the County for other rental rates this could very well create a non-defendable single person rate which could be viewed as discriminatory against other Airport Land Lease renters. More importantly should the County be unable to defend this rate as consistent with other rental charges a claim can be filed with the FAA which could result in the County being unable to file the FAA mandated a non-discrimination certification, which includes rental rates, which can result in a FAA Finding that the County is ineligible to receive Airport Improvement Program Funds (AIP) which presently bring $150,000.00 annually to the County to fund Airport Maintenance Capital Improvement Projects.

In reviewing the audio record of the February 18, 2020, Board of Supervisors meeting and from the stated rate study methodology contained in the study report, the report states that under CA Law the rate methodology undertaken and recommended by the consultant is mandated to be defensible, granting the lease with the proposed condition is hardly defensible due to the "favorable" rental rate and lack of any clear methodology used in this particular rate setting. As I look at Resolution 2020-82 and the Airport Ground Lease fees adopted by the Board, I would suggest to you that a similar size land lease pad (Pad # 38) has a fee study and Board Passed rate that can be used to develop a fair and equitable monthly rental rate. Pad 38 and 46 are similar in size and enjoy similar access to the taxiway, I suggest that a sq. ft. cost of Pad 38 be applied to the entire and area of Pad 46 which will establish a fair, equitable and most importantly defendable rental rate for the lease presently before the Board.

Again, referring to the record of the February 18, 2020, Board meeting it is clear that the passed and signed Resolution that the Board Fee Schedule mandates that "Starting in 2021, the Board requests staff to request an adjustment to the Fully Burdened Hourly Rate and associated fees annually following the Western Region Consumer Price Index for the twelve months ending in August. Annual Fee adjustments should be made effective February 1 each year." The proposed lease terms under consideration call for a 2% cap on annual lease rental increases as opposed to the application of Board Resolution which offers no cap for any other adopted fees. Current Land and Hanger Lease agreements entered into prior to the passage of Resolution 2020-82 contain a 2% cap provision but it is clear from discussion that the Board gave direction to staff not to renew this provision when new leases are entered into or as lease agreements expire although admittingly a clarifying Board Resolution clarifying the expressed legislative intent of this desire should be undertaken by the Board.

Lastly, I wish to caution the Board that as the audio record of proceedings will verify the proposed lease holder appeared recently before the Board of Supervisors introducing himself to the Board on two separate occasions as a Member of the Mariposa Grand Jury, given his instance that you know that he is a Grand Jury Member I trust that the Board will exercise caution when deliberating this matter so as to insure that the lease before you is rejected until such time as the terms are consistent with the provisions of Board Resolution 2020-82 are consistent as otherwise some in our wonderful

Attachment: PUBLIC INPUT - Email from Mike Healy regarding Friesen Lease (RES-2021-459 : Approve a Lease Agreement for Mariposa-

Mariposa community may view your approval as presented be viewed as a “sweetheart deal” to gain favor with this / a Grand Jury Member.

Suggested Actions on this Board Item:

- Do Not pass this item in its current form and terms for the reasons stated previously,
- Establish and Adopt a per sq. ft rate based upon full size of pads for those designated rental spaces not covered in the 2020 rate setting study by using either Pad 46 or the Reserved Tiedown (1,200 sq. ft.@ $65.00 per month) as a basis adding conformity within the established rates Adopted in Resolution 2020-82,
- Should the renter not wish to pay for the entire sq. ft. size of the defined space referred to as Pad 46, reject the lease offering him the opportunity of selecting a smaller available pad space in line with the reduced rental rate he seeks. It is important to note that Pad 46 was not assigned to him by the then Airport Manager but rather it was selected by the proposed renter,
- Should the renter need to rent space immediately the Board can offer Pad 46 on a month-to-month basis for a not to exceed term of twelve-months at the Board Adopted “Reserve Tiedown” rental rate of $65 per month along with the deletion of the annual rent increase cap of 2%.

Further Action:

1. The Board should as soon as practical calculate a Uniform Ground Lease Rate based upon sq. ft. of the entire space defined in a Pad location.
2. The Board should review the Airport Rental Rate Analysis of RCRC Member Counties performed by the past Airport Manager to determine if the rates contained in the 2020 rate study are a fair and reasonable reflection of revenue generation opportunities similar to the return realized by comparable RCRC Member Counties to ensure that our Mariposa County Taxpayer owned, and operated land and hanger facility investments are receiving a fair and reasonable return on investment (ROI).
3. The Board should act with urgency to pass a resolution that removes the 2% cap in ALL Land and Facility lease agreements, not limited to the Airport, effective immediately upon the expiration of the current lease term.
4. The Board should act on the recommendation of the former Airport Manager to limit the term of any Land or Hanger Lease to a maximum of five (5) years thus ensuring that the Board has the opportunity of reviewing rental rates more frequently to remain rate cost competitive with those charged by similar County Owned/Operated Airport Facilities.
5. The Board should remove item 16 in the standard Airport Land Lease Agreement which assigns all costs associated with relocation of a hanger due to Airport Capital Improvements to the County. Just as with other County operated Airports and Leases are simply a lease of land to store or erect private property, with reasonable notice and assignment of other space the County should be held harmless for costs associated with the costs associated with private property.

Respectfully submitted for your kind consideration,

Mike Healy

Attachment: PUBLIC INPUT - Email from Mike Healy regarding Friesen Lease (RES-2021-459 : Approve a Lease Agreement for Mariposa-

Resident, Mariposa County

Attachment: PUBLIC INPUT - Email from Mike Healy regarding Friesen Lease (RES-2021-459 : Approve a Lease Agreement for Mariposa-

From: Gary Friesen [redacted]
Sent: Monday, August 2, 2021 9:46 AM
To: Steve Dahlem <sdahlem@mariposacounty.org>
Cc: Shannon Hansen <shansen@mariposacounty.org>; Jean Dordan <jdordan@mariposacounty.org>
Subject: Re: Fw: Public Comment Item G1

Mr. Dahlem,
Thank you so much for bringing this to my attention. I was under the impression that this would be a consent agenda item on August 10th. While I am disappointed over the need to explain to the Board why the rate I should be charged should match that of identical hangars, I am extremely grateful to the present staff at Public Works for their assistance in this matter. They couldn't be more helpful.

As you know, I'm a terrible public speaker. I would rather fly through a hailstorm at night than be in front of the Board of Supervisors. Additionally, it's a complete waste of their time to be arguing over this. It amounts to $10/month difference in what Mr. Healy was proposing and what I feel should be charged for my ground lease. However, I do not think it is right for Mr. Healy to disregard what the Board of Supervisors have approved in Resolution 2020-082. So, if you feel it is necessary, I am willing to present my rebuttal to Mr. Healy's comments.

When I learned of this hangar being for sale in Merced I was told that: 1.) I would need to get approval from the Director of Public Works, 2.) he would say there is no space for another private hangar at the airport, and 3.) I would then need to go before the Airport Advisory Committee to get their recommendation. It is clear, to me at least, that Mr. Healy felt that he has been disrespected and has therefore impeded this hangar move. Now, after being dismissed from his position as Director of Public Works he has all the more motivation to be vindictive and to impede this move.

Attached is a PowerPoint presentation with responses to some of Mr. Healy's opposition to recommending the contract approval. The contract was basically settled except for the question of rate. Slide #5, showing the Google Map photo with my notations, should be all that is necessary to show the Board of Supervisors. Not only are the hangars on pads 42 and 43 identical in size to mine, the size of the pads 42 or 43 are nearly identical to pad 46 which has been assigned for my hangar. Therefore, the rate listed in Exhibit 4 of Resolution 2020-082 for these spots should be what is charged for spot 46.

Supervisor Smallcombe has been to the airport and talked with Dave Lombard about this issue. It was also reported that several months ago staff from Public Works were at the airport measuring hangars. Nevertheless, if you or the Board of Supervisors needs verification of the measurements I have taken, I have a 100' tape and would be willing to go and assist anyone in any measurements that need to be confirmed.

Thanks again for your help over these months. I know you and the Board of Supervisors have had a lot to deal with recently. I sincerely appreciate the work you have done for the County.

Respectfully,

Gary Friesen
[redacted]

Attachment: Email from Gary Friesen (RES-2021-459 : Approve a Lease Agreement for Mariposa-Yosemite Airport Ground Space)

Lease Agreement for Mariposa-Yosemite Airport Ground Space

Response to Mr. Healy's Opposition of Lease Agreement for Space #46

Mariposa County Board of Supervisor's Meeting August 3, 2021

Attachment: Friesen PowerPoint Presentation (RES-2021-459 : Approve a Lease

Mr. Healy writes,

"*My opposition rests with the fact that the proposed monthly rental rate of $49.00 per month is far less than like sized ground lease pad fees which were established by Board of Supervisors Resolution 2020-82 … .*"

The following slides will show that the proposed monthly ground lease rate is absolutely in keeping with the Board of Supervisors Resolution 2020-82. Mr. Healy incorrectly states that the rates are based on "pad size" rather than hangar footprint. But regardless of which measurement is taken, spot #46 is nearly identical to spot #42 and spot #43. The Port-A-Port hangars on these two locations are **identical** to my hangar which will be located on spot #46.

For reference, the following table is found at the end of Resolution 2020-82. After that, I've added a table from fiscal year 2006-2007 with the rate/sq. ft. This clearly shows the two different ground lease rates depending on whether the hangar is on asphalt or gravel. The size for the tee-shaped hangars is listed as "irregular" which confirms to me that the square foot column is referring to hangar footprint rather than "pad size" as Mr. Healy asserts.

Attachment: Friesen PowerPoint Presentation (RES-2021-459 : Approve a Lease

This is taken from the last page of Board Resolution 2020-82

EXHIBIT 4 County of Mariposa Fee Schedule - Airport - Public Works				
Tiedowns				
1	Reserved Tiedown	per month		$ 65
2	Transient Tiedown	per night		$ 10
3	Transient Commercial Tiedown	per night		$ 20
4	Dirt Tiedown, north side	per month		$ 40
5	Helipads	per month		$ 100
Ground Lease Fees				
1	Metal hanger, south side (Hanger 44)	per month		$ 82
2	Metal "T" hangar, south side (Hanger 42, 43)	per month		$ 49
3	Metal "T" hangar, south side (Hanger 36, 37)	per month		$ 59
4	Metal hanger, south side (Hanger 38)	per month		$ 65
5	Wood hanger, north side (Hanger 7, 8)	per month		$ 38
6	New hanger, south side (Hanger 48, 49, 51, 52)	per month		$ 47
7	New hanger, south side (Hanger 56)	per month		$ 69
8	New hanger, south side (Hanger 53, 54, 55)	per month		$ 100

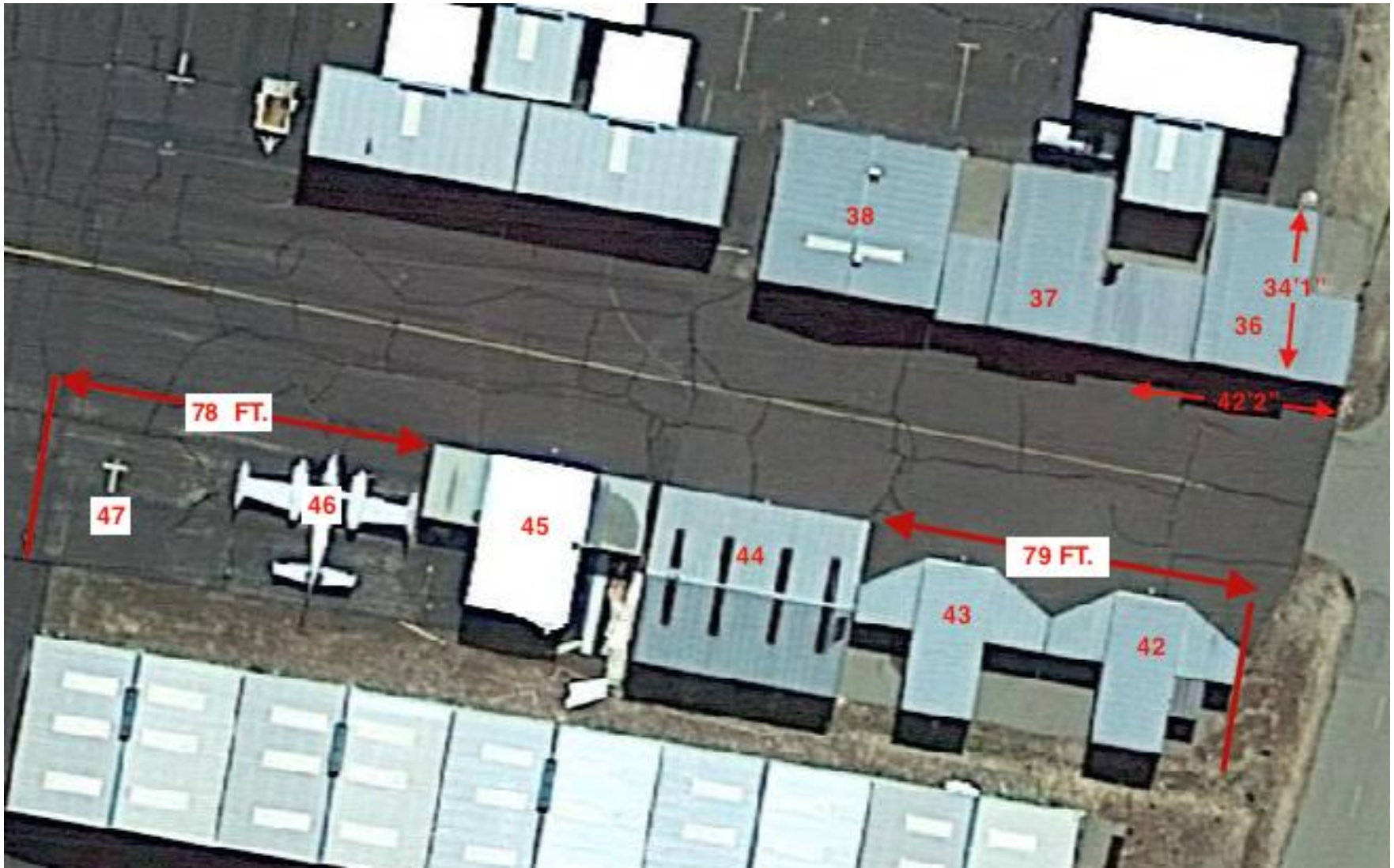
Attachment: Friesen PowerPoint Presentation (RES-2021-459 : Approve a Lease

MARIPOSA-YOSEMITE
AIRPORT RATES
FISCAL YEAR 2006-07

	NO.	SIZE	SQ. FT.	HANGAR #	CURRENT		PROPOSED*	
Tiedowns:								
Reserved tiedown	31	irregular	750		$29.00	per month	$31.00	per mon
Transient tiedown	18	irregular	750		$4.00	per night	$5.00	per nigh
Dirt tiedown, north side	2				$20.00	per month	$21.00	per mon
Helipads	3	50' x 50'	2500		$49.00	per month	$52.00	per mon
Ground Lease Fees:							$/Sq Ft.	
Metal hangar, south side	1	42' x 36'	1512	44	$59.00	per month	.039	63.00 per mon
Metal "T" hangar, south side	2	irregular	912	42, 43	$36.00	per month	.039	38.00 per mon
Metal "T" hangar, south side	2	irregular	1060	36, 37	$42.00	per month	.039	45.00 per mon
Metal hangar, south side	1	36' x 33'	1188	38	$47.00	per month	.039	50.00 per mon
Wood hangar, north side	2	40' x 30'	1200	7, 8	$27.00	per month	.022	29.00 per mon
New hangar, south side	4	42' x 36'	1512	48,49,51,52	$34.00	per month	.022	36.00 per mon
New hangar, south side	1	42' x 54'	2268	56	$50.00	per month	.022	53.00 per month
New hangar, south side	3	60' x 54'	3240	53,54,55	$73.00	per month	.022	77.0

Attachment: Friesen PowerPoint Presentation (RES-2021-459 : Approve a Lease

This Google Map photo shows the measurements I took of the combined width of pads #42 and #43 and the nearly identical width of pads #46 and #47. The derelict twin-engine aircraft on spot #46 has since been moved. Again, my hangar size is identical to the ones in spots #42 and #43. So, regardless of whether one is comparing pad size or hangar size, the rate for spot 46 should be the same rate as Board Resolution 2020-082 has given to spots 42 and 43.



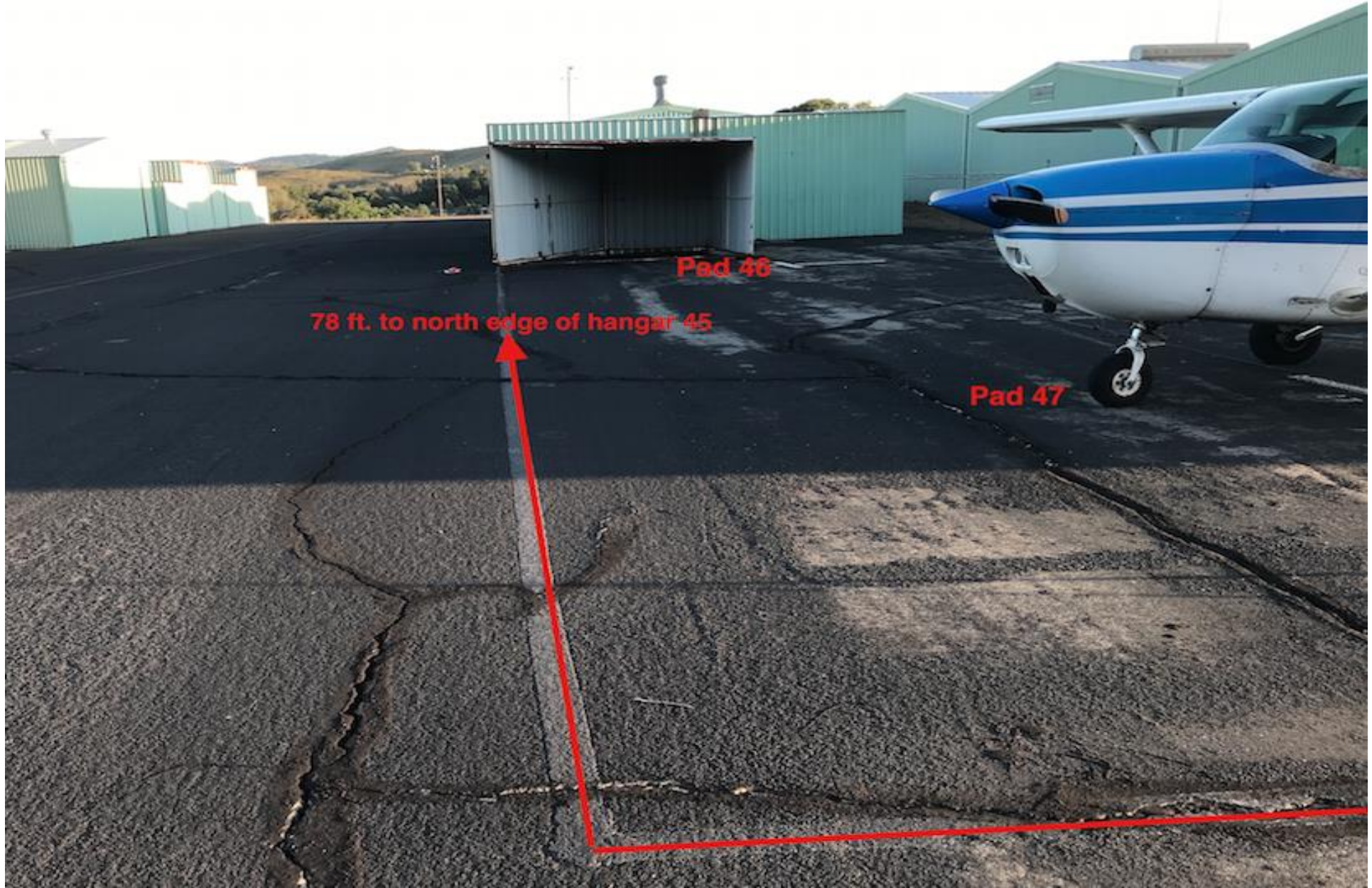
Attachment: Friesen PowerPoint Presentation (RES-2021-459 : Approve a Lease

Here are two more photos with measurements taken . This first photo is of hangars identical to mine in spots 42 and 43.



Attachment: Friesen PowerPoint Presentation (RES-2021-459 : Approve a Lease

This slide is from the north end of the same hangar row showing spots 46 and 47 with only a slightly smaller width.



Attachment: Friesen PowerPoint Presentation (RES-2021-459 : Approve a Lease

Mr. Healy writes, “Pad 38 and 46 are similar in size and enjoy similar access to the taxiway, I suggest that a sq. ft. cost of Pad 38 be applied to the entire and (sic) area of Pad 46 which will establish a fair, equitable and most importantly defendable rental rate for the lease presently before the Board.”

In an email on May 4, 2021 Mr. Healy wrote the following:

Mike Healy <mhealy@mariposacounty.org> May 4, 2021, 11:31 AM

to me, Jean

Good Morning Mr. Friesen,
…

This rent assignment was arrived at by comparing the size of pad #46 and those of similar size and location. It was determined that similar pads to use as comparable in both size and location were # 38, pad # 36 and #37. I reviewed these three pads by size, location and Board approved rental rate and **disqualified #38** as it is slightly larger (1,188 sq. ft.) and while it enjoys a similar location the Board assigned a rate of $65. per month which I felt was unfair given its larger size. The two other similar pads used pad #36 and #37 while not as close to the taxiway as #46 and smaller in size at 1,060 sq. ft appeared to me to be a reasonable and fair comparison. … .

Attachment: Friesen PowerPoint Presentation (RES-2021-459 : Approve a Lease

Mr. Healy writes (the tenant) “will not be responsible as other tenants are for maintenance of the entire area of the pad leaving those costly duties to the County staff.”

I don’t believe this has been an issue with the current open areas of other tee hangars. In fact, an argument could be made that placing a hangar on spot 46 has been the impetus for finally moving the eyesore derelict twin-engine aircraft from that spot.

Mr. Healy writes, “Simply stated the rental terms before you are comparable to a single person renting a two-bedroom unit because nobody sleeps in the second bedroom. Please, don’t fall for the ridiculous argumenta floated by the proposed tenant as if you do the renter will enjoy at no cost exclusive use of the remaining open area within the pad space … .”

It appears to me that this issue was handled on the 2006-2007 chart by listing an inflated minimum size for this small hangar. My hangar has a measured footprint of 710.4 sq. ft. This is what Mr. Healy listed as sq. footage on the first contract he gave me to sign. As you can see on the 2006-2007 table the identical hangars on spots 42 and 43 are listed as 912 sq. ft. (The other “irregular” Port-A-Port tee hangars listed on the 2006-2007 table in spots 36 and 37 are listed as being 1060 sq. ft. My own measurements and the measurements on PortAPort.com size these hangars at a very similar number -- 1079 sq. ft.

Attachment: Friesen PowerPoint Presentation (RES-2021-459 : Approve a Lease

Mr. Healy writes, “It is important to note that Pad 46 was not assigned to him by the then Airport Manager but rather it was selected by the proposed renter.”

On May 4, 2021 I received the following e-mail:

Mike Healy <mhealy@mariposacounty.org>
to me, Jean

Good Morning Mr. Friesen,
The pad location for your hanger as selected by both our contract FBO and myself is pad location #46.

I believe the minutes of the March 11, 2020 Airport Advisory Committee to be correct. They read, “Chair Rob Binder checked the Master Plan as to where new hangars can be put up … The best place would be where a broken down plane now sits in a tie down space.” (That plane was in spot #46.)

Attachment: Friesen PowerPoint Presentation (RES-2021-459 : Approve a Lease

Mr. Healy writes, “Lastly, I wish to caution the Board that as the audio record of proceedings will verify the proposed lease holder appeared recently before the Board of Supervisors introducing himself to the Board on two separate occasions as a Member of the Mariposa Grand Jury, given his instance (sic) that you know that he is a Grand Jury Member I trust that the Board will exercise caution when deliberating this matter so as to insure that the lease before you is rejected until such time as the terms are consistent with the provisions of Board Resolution 2020-082 are consistent (sic) as otherwise some in our wonderful Mariposa community may view your approval as presented be viewed as a “sweetheart deal” to gain favor with this / a Grand Jury Member.”

1.) “… introducing himself to the Board on two separate occasions …” I’ve previously only been before the Board of Supervisors one time.

2.) My year of service with the Grand Jury has been completed. Time has expired for gaining favor with a GJ membe

3.) I agree with Mr. Healy when he writes of the importance of insuring that “the terms (of the Ground Lease Agreement) are consistent with the provisions of Board Resolution 2020-082 … .” This is what I have been seeking for many months and which Mr. Healy has been trying to circumvent.

4.) Mr. Healy’s “Suggested Actions on this Board Item” strike me as vindictive. Mariposa County residents should not be individually subjected to retaliation because they have been members of a Grand Jury.

Attachment: Friesen PowerPoint Presentation (RES-2021-459 : Approve a Lease

Mr. Healy writes, " The Board should act on the recommendation of the former Airport Manager to limit the term of any Land or Hanger (sic) Lease to a maximum of five (5) years … .

While beyond the scope of this ground lease agreement, it must be noted that the airport has lost potential tenants because terms offered have been too short. Wisely, in April 1999, on page 6 of the Airport Policy for Commercial/Business Usage it is written, "Leases shall be for a term to be mutually agreed upon between the parties with due consideration for the financial investment and the need to amortize improvements to the leasehold."

Are there any questions?

Attachment: Friesen PowerPoint Presentation (RES-2021-459 : Approve a Lease

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-460

MEETING: August 3, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Purchase Sale Agreement 5123 Jones Street

RECOMMENDATION AND JUSTIFICATION:
PUBLIC HEARING IS CONTINUED FROM JULY 27, 2021. PUBLIC HEARING: Approve the Purchase and Sale Agreement for Real Property Identified as 5123 Jones Street or as Assessor's Parcel Number 013-112-0030 for Transitional Housing; and Authorize the Board of Supervisors Chair to Sign the Agreement and Any Other Documents Necessary to Execute the Sale (Subject to Approval as to Form by County Counsel)

Many Mariposa families find themselves at risk of homelessness each year. Without adequate transitional housing, these families are often placed in hotel rooms or emergency shelters that prolong the sense of uncertainty and stress. This item proposes purchasing a house on Jones Street to serve as transitional housing to help meet this community need.

The identified property is a 1,150-square foot house with three (3) bedrooms and two (2) bathrooms. It is ideally positioned in the town of Mariposa, where family members can walk to school, work, the grocery store and to access other services. The house was built in 1894 and, like many others in our community, will require some remodeling and upgrades to meet current occupancy standards.

The County entered into an agreement with the seller on June 8th, 2021. That agreement specifies a purchase price of $250,000 and a 60-day escrow with the sale made contingent on approval from the Mariposa County Board of Supervisors. The extended escrow period was negotiated to allow for mandatory public noticing requirements and to allow due diligence with a variety of inspections to determine the cost of repairs.

Inspections have identified significant costs that would be incurred prior to occupancy. Repairs would be required for the structure itself as well as electrical and plumbing systems. There is asbestos and lead at the site that would require hazardous material removal. There are no relevant building permits, which is not uncommon for a house of this age, and which would require additional engineering and design to be completed. Staff's initial estimate indicates approximately $108,000 in repairs are needed prior to occupancy.

While some of these expenses would normally be transferred to the sellers, this transaction is an "as is" agreement. With closing costs, the purchase itself, needed

repairs and an allowance for contingencies, the estimated total cost to the County will be $375,000 - $425,000. Comparable, good condition, market-ready houses, like this home would be once repairs are made, are selling in this neighborhood for $300,000 - $400,000.

Several reports related to this property are attached for your information. Staff anticipates receiving more information with regard to this property, including a completed appraisal, prior to the Board meeting. A recommendation will be available at that time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On June 22, 2021, the Board adopted Resolution 2021-378, a resolution of intention to purchase 5123 Jones Street. Appropriate notice was subsequently given through the Mariposa Gazette.

July 7, 2021, the Board of Supervisors ratified the CAO's signature on the Purchase and Sale Agreement.

July 27, 2021, the Board of Supervisors continued the public hearing to August 3, 2021.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. The sale would discontinue and staff would look for alternative sites for transitional housing. The fiscal consequences of negative action would be the cost of the inspections and staff time on this project.

FINANCIAL IMPACT:
$250,000 is the cost of this property plus remondeling cost. HHSA has adaquate funding to cover all cost.

ATTACHMENTS:
Inspection_5123_Jones_St_2190670 (PDF)
TERMITE_on_5123_JONES_ST_MARIPOSA_95338_20210622_TYPE_O (PDF)
C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (PDF)
5123 Jones St. Contract_CAO signed (2) (PDF)
PUBLIC INPUT - Letter from Megan Atkinson (PDF)
PUBLIC INPUT - Letter from Kristen Fiester (PDF)

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

INSPECTION REPORT



For the Property at:

5123 JONES ST

MARIPOSA, CA 95338

Prepared for: DALLIN KIMBLE/MARIPOSA COUNTY and BEN GOGER

Inspection Date: Wednesday, June 23, 2021

Prepared by: Triune Home Inspections

Triune Home Inspection Services
PO Box 617
Coarsegold, CA 93614
559-676-2767

www.triunehomeinspections.com
triunehis@gmail.com

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)



INVOICE

June 23, 2021

Clients: Dallin Kimble/Mariposa County and Ben Goger

Report No. 4851
For inspection at:
5123 Jones St
Mariposa, CA
95338
on: Wednesday, June 23, 2021

Home inspection		$300.00
Pest Inspection		$85.00
	Total	$385.00

PAID IN FULL - THANK YOU!

Triune Home Inspection Services
PO Box 617
Coarsegold, CA 93614
559-676-2767
www.triunehomeinspections.com
triunehis@gmail.com

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

AGREEMENT

5123 Jones St, Mariposa, CA June 23, 2021

PARTIES TO THE AGREEMENT

Company	Client	Client
Triune Home Inspection Services PO Box 617 Coarsegold, CA 93614	Dallin Kimble/Mariposa County	Ben Goger

Total Fee: $385.00

This is an agreement between Dallin Kimble/Mariposa County, Ben Goger and Triune Home Inspection Services.

THIS CONTRACT LIMITS THE LIABILITY OF THE HOME INSPECTION COMPANY.
PLEASE READ CAREFULLY BEFORE SIGNING.

In addition to the limitations in the Standards of Practice, the Inspection of this property is subject to the Limitations and Conditions set out in this Agreement. The Inspection is performed in accordance with the Standards of Practice of our national association.

LIMITATIONS AND CONDITIONS OF THE HOME INSPECTION

There are limitations to the scope of this Inspection. It provides a general overview of the more obvious repairs that may be needed. It is not intended to be an exhaustive list. The ultimate decision of what to repair or replace is yours. One homeowner may decide that certain conditions require repair or replacement, while another will not.

1) THE INSPECTION IS NOT TECHNICALLY EXHAUSTIVE.

The Home Inspection provides you with a basic overview of the condition of the property. Because your Home Inspector has only a limited amount of time to go through the property, the Inspection is not technically exhaustive.

Some conditions noted, such as foundation cracks or other signs of settling in a house, may either be cosmetic or may indicate a potential problem that is beyond the scope of the Home Inspection.

If you are concerned about any conditions noted in the Home Inspection Report, we strongly recommend that you consult a qualified Licensed Contractor or Consulting Engineer. These professionals can provide a more detailed analysis of any conditions noted in the Report at an additional cost

2) THE INSPECTION IS AN OPINION OF THE PRESENT CONDITION OF THE VISIBLE COMPONENTS.

The Home Inspector's Report is an opinion of the present condition of the property. It is based on a visual examination of the readily accessible features of the building.

A Home Inspection does not include identifying defects that are hidden behind walls, floors or ceilings. This includes wiring, heating, cooling, structure, plumbing and insulation that are hidden or inaccessible.

Some intermittent problems may not be obvious on a Home Inspection because they only happen under certain circumstances. As an example, your Home Inspector may not discover leaks that occur only during certain weather conditions or when a specific tap or appliance is being used in everyday life.

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Home Inspectors will not find conditions that may only be visible when storage or furniture is moved. They do not remove wall coverings (including wallpaper) or lift flooring (including carpet) or move storage to look underneath or behind.

3) THE INSPECTION DOES NOT INCLUDE HAZARDOUS MATERIALS.

This includes building materials that are now suspected of posing a risk to health such as phenol-formaldehyde and urea-formaldehyde based insulation, fiberglass insulation and vermiculite insulation. The Inspector does not identify asbestos roofing, siding, wall, ceiling or floor finishes, insulation or fireproofing. We do not look for lead or other toxic metals in such things as pipes, paint or window coverings.

The Inspection does not deal with environmental hazards such as the past use of insecticides, fungicides, herbicides or pesticides. The Home Inspector does not look for, or comment on, the past use of chemical termite treatments in or around the property.

4) WE DO NOT COMMENT ON THE QUALITY OF AIR IN A BUILDING.

The Inspector does not try to determine if there are irritants, pollutants, contaminants, or toxic materials in or around the building.

The Inspection does not include spores, fungus, mold or mildew that may be present. You should note that whenever there is water damage noted in the report, there is a possibility that mold or mildew may be present, unseen behind a wall, floor or ceiling.

If anyone in your home suffers from allergies or heightened sensitivity to quality of air, we strongly recommend that you consult a qualified Environmental Consultant who can test for toxic materials, mold and allergens at additional cost.

5) WE DON'T LOOK FOR BURIED TANKS.

Your Home Inspector does not look for and is not responsible for fuel oil, septic or gasoline tanks that may be buried on the property. If the building had its heating system converted from oil, there will always be the possibility that a tank may remain buried on the property.

If fuel oil or other storage tanks remain on the property, you may be responsible for their removal and the safe disposal of any contaminated soil. If you suspect there is a buried tank, we strongly recommend that you retain a qualified Environmental Consultant to determine whether this is a potential problem.

6) TIME TO INVESTIGATE

We will have no liability for any claim or complaint if conditions have been disturbed, altered, repaired, replaced or otherwise changed before we have had a reasonable period of time to investigate.

7) REPORT IS FOR OUR CLIENT ONLY

The inspection report is for the exclusive use of the client named herein. No use of the information by any other party is intended.

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

AGREEMENT

5123 Jones St, Mariposa, CA June 23, 2021

8) CANCELLATION FEE

If the inspection is cancelled within 24 hours of the appointment time, a cancellation fee of 50% of the inspection fee will apply.

9) NOT A GUARANTEE, WARRANTY OR INSURANCE POLICY.

The inspection is not a guarantee, warranty or an insurance policy with regard to the fitness of the property.

10) LIMIT OF LIABILITY / LIQUIDATED DAMAGES

The liability of the Home Inspector and the Home Inspection Company arising out of this Inspection and Report, for any cause of action whatsoever, whether in contract or in negligence, is limited to a refund of the fees that you have been charged for this inspection.

I, Dallin Kimble/Mariposa County (Signature)_____, (Date)_____, have read, understood and accepted the terms of this agreement.

I, Ben Goger (Signature)_____, (Date)_____, have read, understood and accepted the terms of this agreement.

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

SUMMARY

This Summary outlines potentially significant issues from a cost or safety standpoint. This section is provided as a courtesy and cannot be considered a substitute for reading the entire report. Please read the complete document.

Priority Maintenance Items

Roofing

SLOPED ROOFING \ Asphalt shingles

Condition: • Damage

Due to amount of damage we recommend replacing the roof. Repairs recommended by a licensed contractor.

Task: Replace

Time: Immediate

FLAT ROOFING \ Metal

Condition: • Ponding

Repairs recommended by a licensed contractor.

Location: Top Of Main House

Task: Replace

Time: Immediate

Exterior

WALLS \ Soffits (underside of eaves) and fascia (front edge of eaves)

Condition: • Rot

Repairs recommended by a licensed contractor. Recommend checking with pest report for further evaluation and recommendations.

Location: Various

Task: Repair or replace

Time: Immediate

WALLS \ Wood siding

Condition: • Rot

Damage to siding, Recommend repair or replacement by a licensed contractor. Check with Pest Report.

Location: Various

Task: Repair or replace

Time: Immediate

Condition: • Siding is not installed.

Repairs recommended by a licensed contractor.

Location: Garage

Task: Correct

Time: Immediate

DOORS \ Doors and frames

Condition: • Delaminated

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Repairs recommended by a licensed contractor.
Task: Replace
Time: Immediate

Structure

RECOMMENDATIONS \ General
Condition: • Excessive Ground Moisture
Unable to determine where ground moisture is coming from. Recommend further evaluation to determine source of moisture and repair if needed by a licensed contractor.
Location: Crawl Space
Task: Further evaluation
Time: Immediate

FLOORS \ Columns or piers
Condition: • Soil has been excavated which undermined concrete piers. Recommend further evaluation and repairs by a licensed contractor.
Location: Crawl Space
Task: Correct
Time: Immediate

Condition: • Earth To Wood Contact. Recommend checking with pest report.
Several areas in crawlspace had earth to wood contact. Check with pest report. Repairs recommended by a licensed contractor.
Location: Various
Task: Correct
Time: Immediate

ROOF FRAMING \ Rafters/trusses
Condition: • Rot
Recommend checking with pest report for further evaluation and recommendations. Repairs recommended by a licensed contractor.
Location: Back patio
Task: Replace
Time: Immediate

ROOF FRAMING \ Columns
Condition: • Rot
Damage noted to post at front porch. Recommend checking with pest report for further evaluation and repairs. Repairs recommended by a licensed contractor.
Location: Various
Task: Repair or replace
Time: Immediate

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Condition: • Insect damage
Repairs recommended by a licensed contractor. Check with pest report.
Location: Attic
Task: Further evaluation
Time: Immediate

Electrical

DISTRIBUTION SYSTEM \ Wiring - installation
Condition: • Open splices
Repairs recommended by a licensed contractor.
Location: Crawl Space
Task: Correct
Time: Immediate

Condition: • Open splices
Repairs recommended by a licensed contractor.
Location: Laundry Area
Task: Correct
Time: Immediate

DISTRIBUTION SYSTEM \ Wiring - damaged or exposed
Condition: • Exposed on walls or ceilings
Exposed wires should be in conduit or behind drywall or paneling to protect from mechanical damage. Correction recommended by a licensed contractor.
Location: Garage
Task: Correct
Time: Immediate

DISTRIBUTION SYSTEM \ Junction boxes
Condition: • Cover loose or missing
Repairs recommended by a licensed contractor.
Location: Attic
Task: Correct
Time: Immediate

Condition: • Overcrowded
Repairs recommended by a licensed contractor.
Location: Garage
Task: Correct
Time: Immediate

DISTRIBUTION SYSTEM \ Outlets (receptacles)
Condition: • Ground needed for 3-slot outlet
Repairs recommended by a licensed contractor.

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Location: Kitchen
Task: Correct
Time: Immediate

Condition: • Hot Neutral Reverse
Outlet marked with a green dot tested hot neutral reverse. Repair is recommended by a licensed contractor.
Location: Living Room
Task: Correct
Time: Immediate

Condition: • Three Prong Outlets Tested Open Ground
Repairs recommended by a licensed contractor.
Location: Garage
Task: Correct
Time: Immediate

DISTRIBUTION SYSTEM \ Cover plates
Condition: • Missing
Location: Various
Task: Provide
Time: Immediate

Condition: • Missing Weather Proof Cover
Repairs recommended by a licensed contractor.
Location: Garage
Task: Provide
Time: Immediate

Condition: • Damaged Weather Proof Cover
Repairs recommended by a licensed contractor.
Location: Garage
Task: Replace
Time: Immediate

DISTRIBUTION SYSTEM \ Lights
Condition: • Inoperative
Recommend checking lightbulbs first. If this is not the cause we recommend repair by a licensed electrician.
Location: Kitchen
Task: Repair or replace
Time: Immediate

DISTRIBUTION SYSTEM \ Smoke alarms (detectors)
Condition: • Missing
Location: Room by laundry room, living room
Task: Provide
Time: Immediate

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Condition: • Needed In Appropriate Locations
Location: Bedrooms
Task: Provide
Time: Immediate

DISTRIBUTION SYSTEM \ Carbon monoxide (CO) alarms (detectors)
Condition: • Needed In Appropriate Locations.
Location: By the bedrooms
Task: Provide
Time: Immediate

Heating

OPTIONAL \ Heating
Condition: • No Heat Source
Repairs recommended by a licensed contractor.
Task: Provide
Time: Immediate

Cooling & Heat Pump

AIR CONDITIONING \ Evaporative cooler
Condition: • Inoperative
Repairs recommended by a licensed contractor.
Location: Garage
Task: Replace
Time: Immediate

Plumbing

RECOMMENDATIONS \ General
Condition: • Seismic Strapping Needed.
Two Seismic straps required. Repairs recommended by a licensed contractor.
Task: Provide
Time: Immediate

SUPPLY PLUMBING \ Water supply piping in building
Condition: • Poor support
Repairs recommended by a licensed contractor.
Location: Crawl Space
Task: Correct
Time: Immediate

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Condition: • Copper/Galvanized Connections
Repairs recommended by a licensed contractor.
Location: Attic
Task: Correct
Time: Immediate

WATER HEATER \ Temperature/pressure relief (TPR) valve
Condition: • Discharge tube missing
Repairs recommended by a licensed contractor.
Location: Laundry Area
Task: Provide
Time: Immediate

FIXTURES AND FAUCETS \ Basin, sink and laundry tub
Condition: • Missing sink
Location: Kitchen
Task: Provide
Time: Immediate

FIXTURES AND FAUCETS \ Shower stall
Condition: • Shower drain cover missing
Repairs recommended by a licensed contractor.
Location: Second bathroom
Task: Provide
Time: Immediate

FIXTURES AND FAUCETS \ Toilet
Condition: • Missing toilet
Location: Bathroom
Task: Provide
Time: Immediate

Interior

CEILINGS \ Plaster or drywall
Condition: • Sag
Repairs recommended by a licensed contractor.
Location: First the bathroom
Task: Further evaluation
Time: Immediate

Condition: • Patched
Repairs recommended by a licensed contractor.
Location: Various
Task: Repair

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Time: Immediate

FLOORS \ General notes

Condition: • Damage

Repairs recommended by a licensed contractor.

Location: Various

Task: Repair

Time: Immediate

Condition: • Stains

Repairs recommended by a licensed contractor.

Location: Various

Task: Further evaluation

Time: Immediate

CARPENTRY \ Cabinets

Condition: • Damaged

Repairs recommended by a licensed contractor.

Location: First Bathroom

Task: Repair or replace

Time: Immediate

EXHAUST FANS \ General notes

Condition: • Cover missing

Repairs recommended by a licensed contractor.

Location: Second bathroom

Task: Provide

Time: Immediate

GARAGE \ Vehicle door operators

Condition: • Inoperative

Repairs recommended by a licensed contractor.

Task: Repair or replace

Time: Immediate

This concludes the Summary section.

The remainder of the report describes each of the home's systems and also details any recommendations we have for improvements. Limitations that restricted our inspection are included as well.

The suggested time frames for completing recommendations are based on the limited information available during a pre-purchase home inspection. These may have to be adjusted based on the findings of specialists.

Home Improvement - ballpark costs

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Description

Sloped roofing material:

• Asphalt shingles



1. *Asphalt shingles*



2. *Asphalt shingles*



3. *Asphalt shingles*

• Metal

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)



4. *Metal*

Flat roofing material:

• Metal



5. *Metal*

Limitations

Inspection performed: • By walking on roof

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Recommendations

SLOPED ROOFING \ Asphalt shingles

1. Condition: • Damage

Due to amount of damage we recommend replacing the roof. Repairs recommended by a licensed contractor.

Task: Replace

Time: Immediate



6. *Damage*

FLAT ROOFING \ Metal

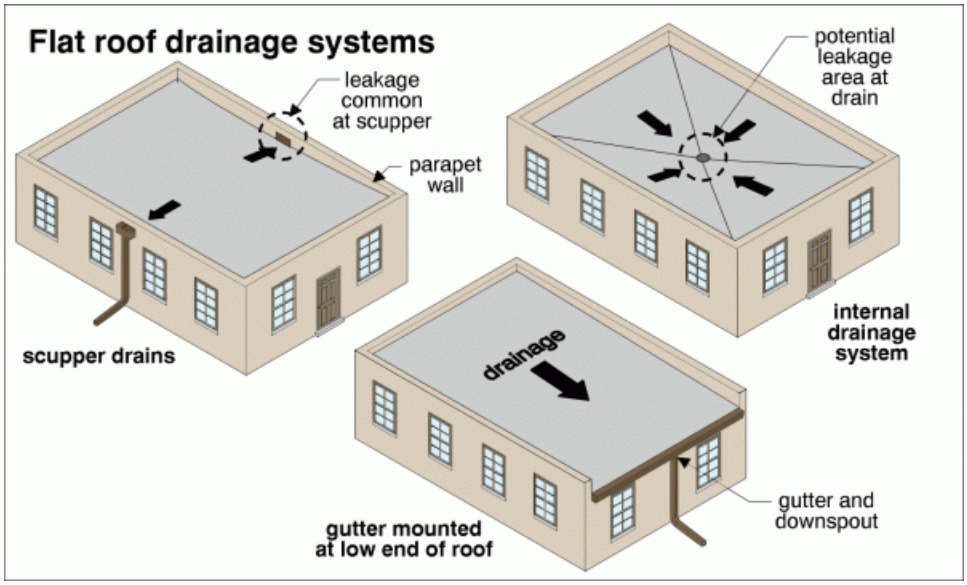
2. Condition: • Ponding

Repairs recommended by a licensed contractor.

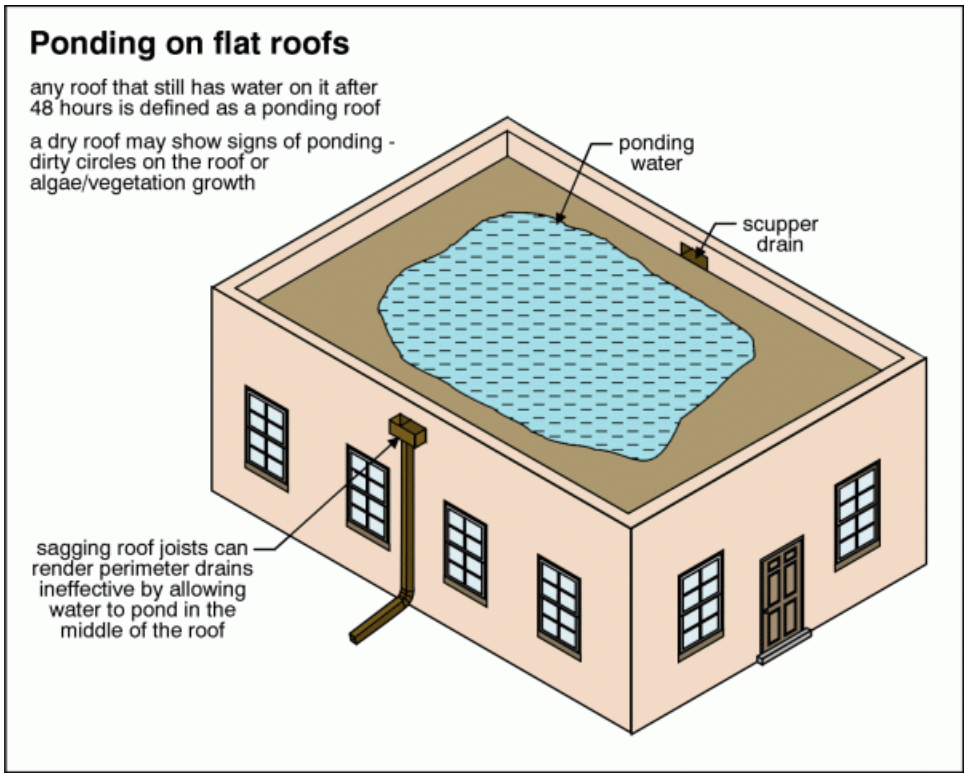
Location: Top Of Main House

Task: Replace

Time: Immediate



Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)





7. *Ponding*

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Description

Soffit (underside of eaves) and fascia (front edge of eaves):

• Hardboard/Plywood

Appears serviceable



8. *Hardboard/Plywood*

Wall surfaces - wood:

• Boards

Appears serviceable



9. *Boards*

• T 1-11 Siding

Appears serviceable

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)



10. *T 1-11 Siding*

Driveway:

• Asphalt

Appears serviceable



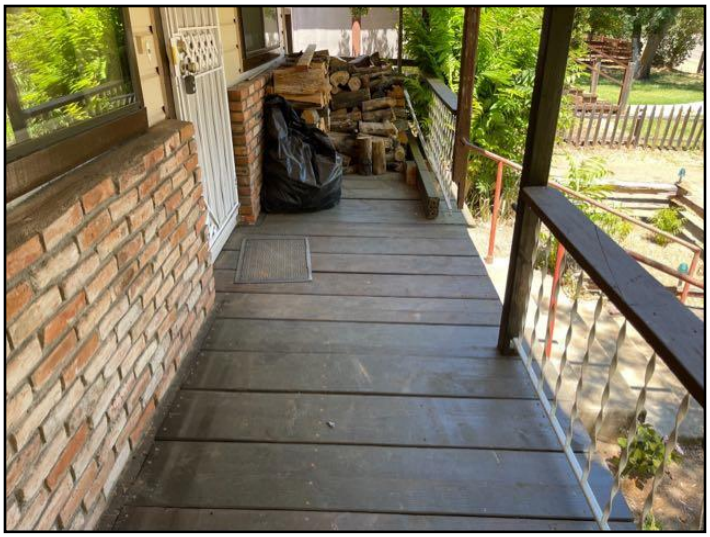
11. *Asphalt*

Deck:

• Wood

Appears serviceable

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)



12. *Wood*

Exterior steps:

• Concrete

Appears serviceable



13. *Concrete*

Patio:

• Concrete

Appears serviceable

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)



14. *Concrete*

Recommendations

WALLS \ Soffits (underside of eaves) and fascia (front edge of eaves)

3. Condition: • Rot

Repairs recommended by a licensed contractor. Recommend checking with pest report for further evaluation and recommendations.

Location: Various

Task: Repair or replace

Time: Immediate



15. *Rot*



16. *Rot*

WALLS \ Wood siding

4. Condition: • Rot

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Damage to siding, Recommend repair or replacement by a licensed contractor. Check with Pest Report.
Location: Various
Task: Repair or replace
Time: Immediate



17. *Rot*



18. *Rot*

5. Condition: • Siding is not installed.
Repairs recommended by a licensed contractor.
Location: Garage
Task: Correct
Time: Immediate



19. *Siding is not installed.*

DOORS \ Doors and frames

6. Condition: • Delaminated

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Repairs recommended by a licensed contractor.

Task: Replace

Time: Immediate



20. *Delaminated*

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Description

Configuration: • Crawlspace

Foundation material:

• Masonry block

Appears serviceable



21. *Masonry block*

Floor construction:

• Joists

Appears serviceable



22. *Joists*

Exterior wall construction: • Wood frame

Roof and ceiling framing:

• Rafters

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)



23. *Rafters*

Recommendations

RECOMMENDATIONS \ General

7. Condition: • Excessive Ground Moisture

Unable to determine where ground moisture is coming from. Recommend further evaluation to determine source of moisture and repair if needed by a licensed contractor.

Location: Crawl Space

Task: Further evaluation

Time: Immediate



24. *Excessive Ground Moisture*

FLOORS \ Columns or piers

8. Condition: • Earth To Wood Contact. Recommend checking with pest report.

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Several areas in crawlspace had earth to wood contact. Check with pest report. Repairs recommended by a licensed contractor.

Location: Various

Task: Correct

Time: Immediate



25. *Earth To Wood Contact. Recommend checking...*

9. Condition: • Soil has been excavated which undermined concrete piers. Recommend further evaluation and repairs by a licensed contractor.

Location: Crawl Space

Task: Correct

Time: Immediate



26.

ROOF FRAMING \ Rafters/trusses

10. Condition: • Rot

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Recommend checking with pest report for further evaluation and recommendations. Repairs recommended by a licensed contractor.

Location: Back patio

Task: Replace

Time: Immediate



27. *Rot*

ROOF FRAMING \ Columns

11. Condition: • Rot

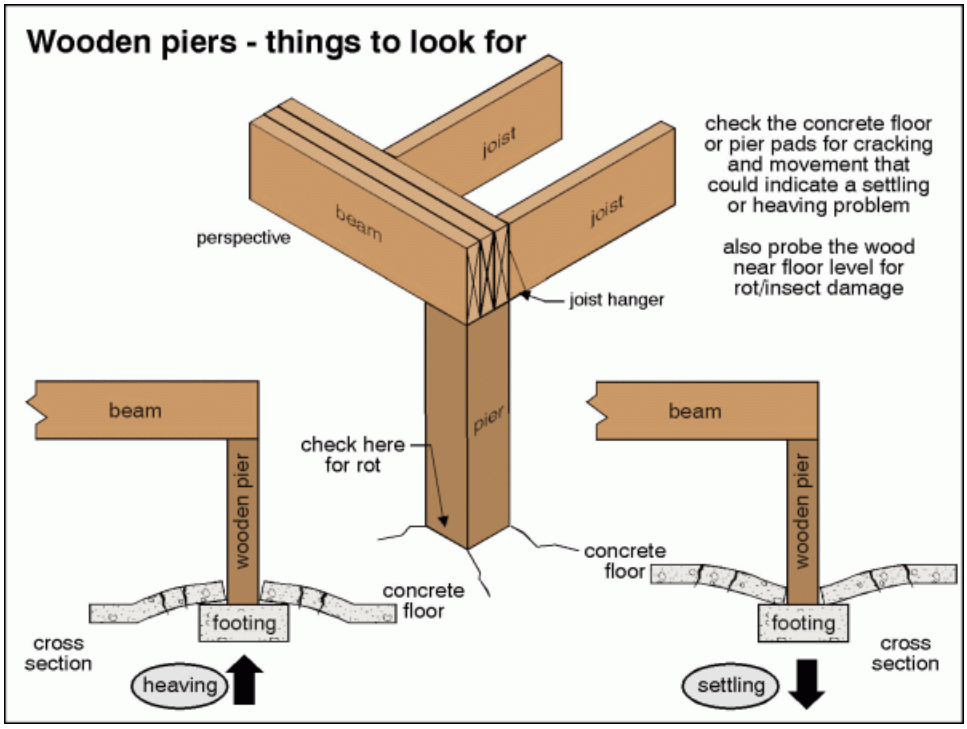
Damage noted to post at front porch. Recommend checking with pest report for further evaluation and repairs. Repairs recommended by a licensed contractor.

Location: Various

Task: Repair or replace

Time: Immediate

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)





28. *Rot*

12. Condition: • Insect damage

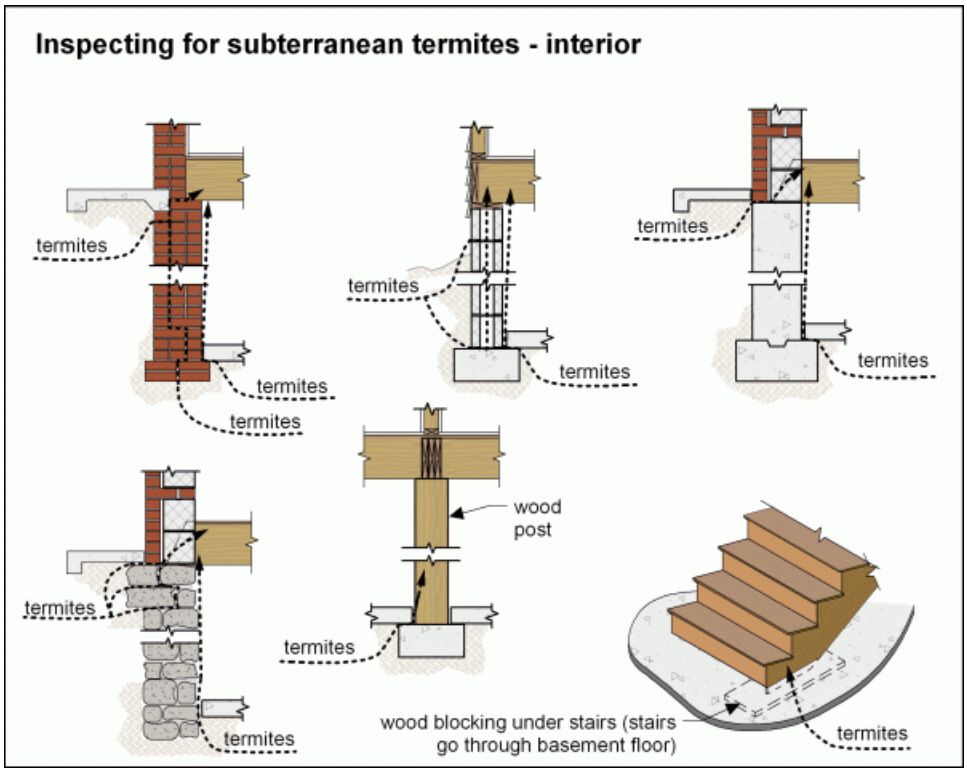
Repairs recommended by a licensed contractor. Check with pest report.

Location: Attic

Task: Further evaluation

Time: Immediate

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)





29. *Insect damage*

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

ELECTRICAL

5123 Jones St, Mariposa, CA June 23, 2021

Description

Service entrance cable and location:

• Overhead

Appears serviceable



30. *Overhead*

Service size: • 100 Amps (240 Volts)

Main disconnect/service box rating: • 125 Amps

Main disconnect/service box type and location:

• Breakers - exterior wall

Appears serviceable

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)



31. *Breakers - exterior wall*

System grounding material and type: • Not visible

Electrical panel manufacturers: • Bryant

Auxiliary panel (subpanel) type and location:

• Fuses - garage

Appears serviceable

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)



32. *Fuses - garage*

• Breakers - Hall
Appears serviceable



33. *Breakers - Hall*

Distribution wire (conductor) material and type: • Copper - non-metallic sheathed • Aluminum to major appliances

Type and number of outlets (receptacles): • Grounded and ungrounded - typical

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Recommendations

DISTRIBUTION SYSTEM \ Wiring - installation

13. Condition: • Open splices

Repairs recommended by a licensed contractor.

Location: Laundry Area

Task: Correct

Time: Immediate



34. *Open splices*

14. Condition: • Open splices

Repairs recommended by a licensed contractor.

Location: Crawl Space

Task: Correct

Time: Immediate



35. *Open splices*

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

DISTRIBUTION SYSTEM \ Wiring - damaged or exposed

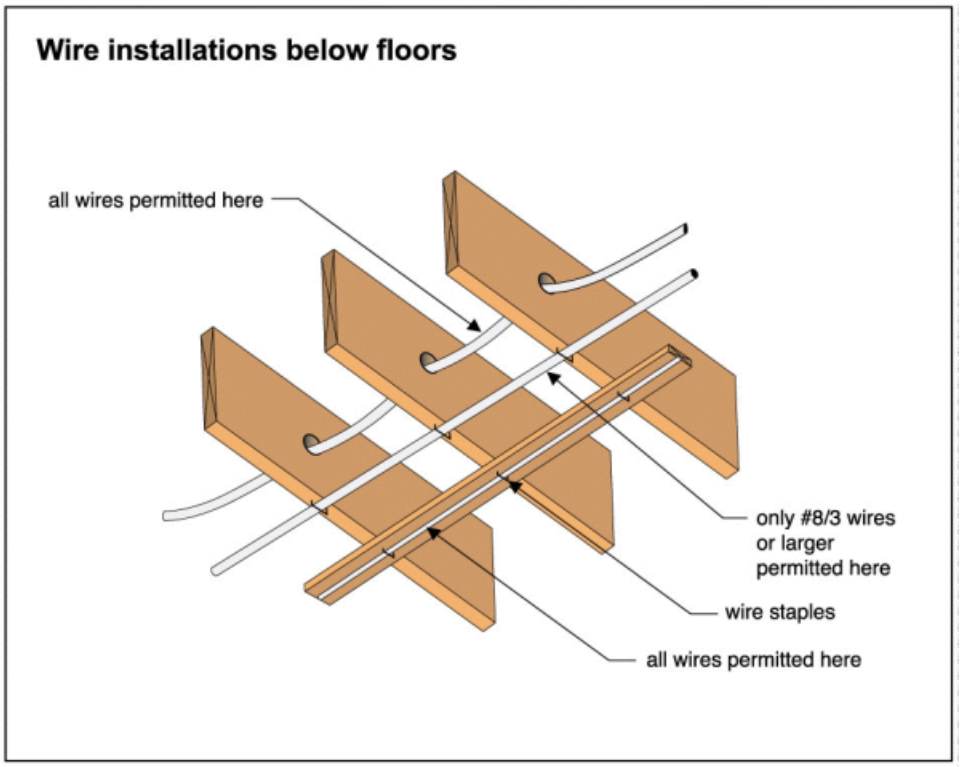
15. Condition: • Exposed on walls or ceilings

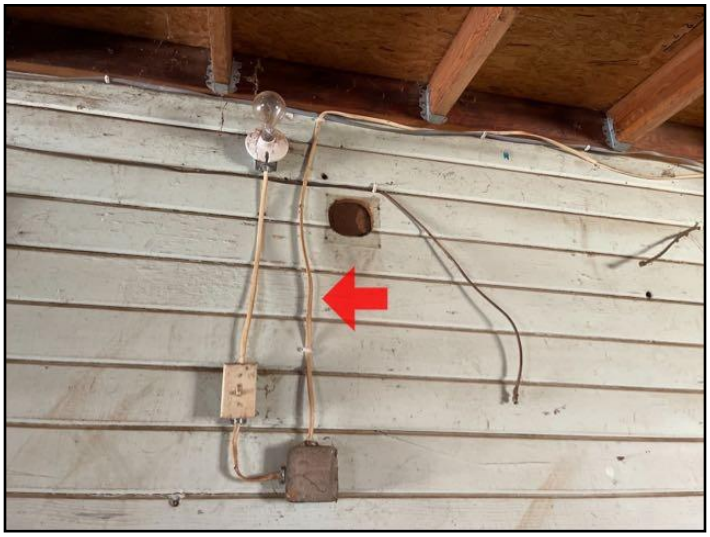
Exposed wires should be in conduit or behind drywall or paneling to protect from mechanical damage. Correction recommended by a licensed contractor.

Location: Garage

Task: Correct

Time: Immediate





36. *Exposed on walls or ceilings*

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

DISTRIBUTION SYSTEM \ Junction boxes

16. Condition: • Cover loose or missing

Repairs recommended by a licensed contractor.

Location: Attic

Task: Correct

Time: Immediate



37. *Cover loose or missing*

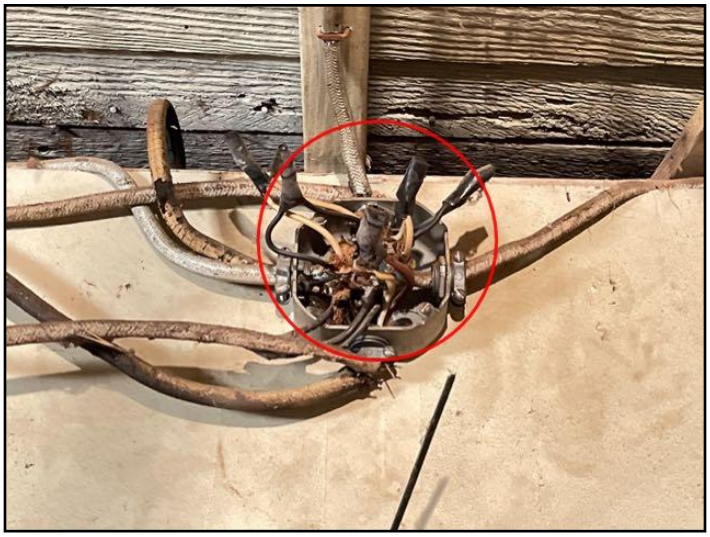
17. Condition: • Overcrowded

Repairs recommended by a licensed contractor.

Location: Garage

Task: Correct

Time: Immediate



38. *Overcrowded*

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

DISTRIBUTION SYSTEM \ Outlets (receptacles)

18. Condition: • Ground needed for 3-slot outlet

Repairs recommended by a licensed contractor.

Location: Kitchen

Task: Correct

Time: Immediate



39. *Ground needed for 3-slot outlet*

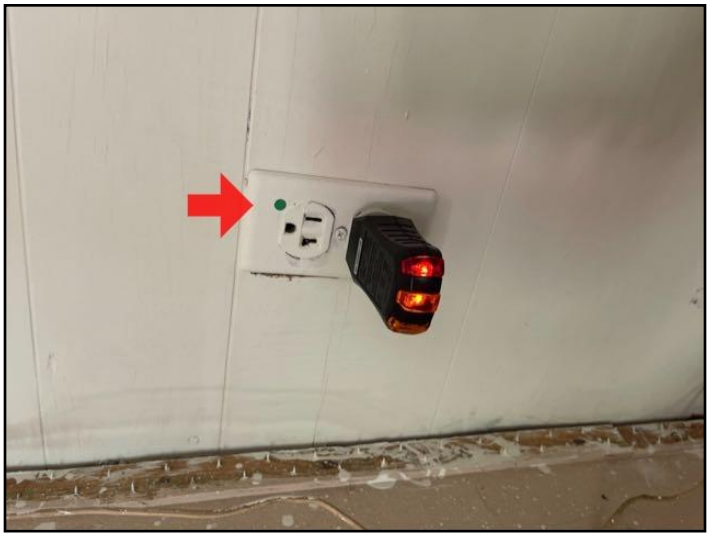
19. Condition: • Hot Neutral Reverse

Outlet marked with a green dot tested hot neutral reverse. Repair is recommended by a licensed contractor.

Location: Living Room

Task: Correct

Time: Immediate



40. *Hot Neutral Reverse*

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

20. Condition: • Three Prong Outlets Tested Open Ground
Repairs recommended by a licensed contractor.
Location: Garage
Task: Correct
Time: Immediate



41. *Three Prong Outlets Tested Open Ground*

DISTRIBUTION SYSTEM \ Cover plates

21. Condition: • Missing
Location: Various
Task: Provide
Time: Immediate



42. *Missing*

22. Condition: • Missing Weather Proof Cover

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

ELECTRICAL

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Repairs recommended by a licensed contractor.
Location: Garage
Task: Provide
Time: Immediate



43. *Missing Weather Proof Cover*

23. Condition: • Damaged Weather Proof Cover
Repairs recommended by a licensed contractor.
Location: Garage
Task: Replace
Time: Immediate



44. *Damaged Weather Proof Cover*

DISTRIBUTION SYSTEM \ Lights

24. Condition: • Inoperative

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Recommend checking lightbulbs first. If this is not the cause we recommend repair by a licensed electrician.
Location: Kitchen
Task: Repair or replace
Time: Immediate



45. *Inoperative*

DISTRIBUTION SYSTEM \ Smoke alarms (detectors)

25. Condition: • Missing
Location: Room by laundry room, living room
Task: Provide
Time: Immediate



46. *Missing*



47. *Missing*

26. Condition: • Needed In Appropriate Locations
Location: Bedrooms

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Task: Provide
Time: Immediate

DISTRIBUTION SYSTEM \ Carbon monoxide (CO) alarms (detectors)

27. Condition: • Needed In Appropriate Locations.
Location: By the bedrooms
Task: Provide
Time: Immediate

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Description

System type:

• Electric Wall Heater

Appears Serviceable



48. *Electric Wall Heater*

Temperature difference: • Register Temperature Readings

Fireplace/stove:

• Wood-burning fireplace - not in service



49. *Wood-burning fireplace - not in service*

Chimney/vent:

• Masonry

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)



50. *Masonry*

Limitations

Fireplace/wood stove:

• Access restricted



51. *Access restricted*

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Recommendations

OPTIONAL \ Heating

28. Condition: • No Heat Source

Repairs recommended by a licensed contractor.

Task: Provide

Time: Immediate

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Recommendations

AIR CONDITIONING \ Evaporative cooler

29. Condition: • Inoperative

Repairs recommended by a licensed contractor.

Location: Garage

Task: Replace

Time: Immediate



52. *Inoperative*



53. *Inoperative*

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Description

Attic/roof ventilation:

• Turbine vent

Appears serviceable



54. *Turbine vent*

Crawlspace ventilation:

• Wall Vents

Appears serviceable



55. *Wall Vents*

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Description

Service piping into building: • Plastic

Supply piping in building: • Copper

Main water shut off valve at the:

• Exterior Left



56. *Exterior Left*

Water heater type:

• Conventional



57. *Conventional*

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Water heater location: • Laundry area

Water heater fuel/energy source: • Electric

Water heater manufacturer: • Reliance

Water heater tank capacity: • 40 gallons

Water heater approximate age: • 22 years

Waste disposal system: • Public

Waste and vent piping in building: • ABS plastic

Exterior hose bibb (outdoor faucet): • Present

Limitations

Inspection limited/prevented by:

• Water supply turned off

Water is turned off at time of inspection. Unable to Check plumbing performance. Recommend having water turned on and plumbing reinspected.

Items excluded from a building inspection: • Water quality • Isolating/relief valves & main shut-off valve • Concealed plumbing • Tub/sink overflows • Water heater relief valves are not tested • The performance of floor drains or clothes washing machine drains • Landscape irrigation system

Recommendations

RECOMMENDATIONS \ General

30. Condition: • Seismic Strapping Needed.

Two Seismic straps required. Repairs recommended by a licensed contractor.

Task: Provide

Time: Immediate

SUPPLY PLUMBING \ Water supply piping in building

31. Condition: • Poor support

Repairs recommended by a licensed contractor.

Location: Crawl Space

Task: Correct

Time: Immediate

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)



58. *Poor support*

32. Condition: • Copper/Galvanized Connections
Repairs recommended by a licensed contractor.
Location: Attic
Task: Correct
Time: Immediate

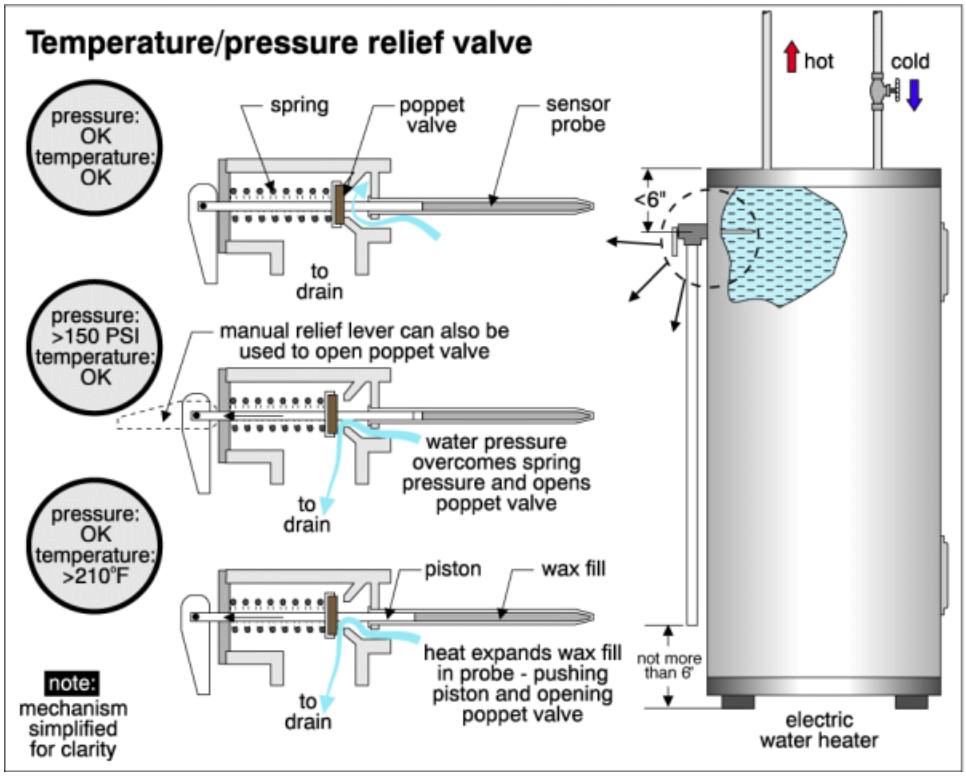


59. *Copper/Galvanized Connections*

WATER HEATER \ Temperature/pressure relief (TPR) valve

33. Condition: • Discharge tube missing
Repairs recommended by a licensed contractor.
Location: Laundry Area
Task: Provide
Time: Immediate

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)





60. *Discharge tube missing*

FIXTURES AND FAUCETS \ Basin, sink and laundry tub

34. Condition: • Missing sink

Location: Kitchen

Task: Provide

Time: Immediate

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)



61.

FIXTURES AND FAUCETS \ Shower stall

35. Condition: • Shower drain cover missing
Repairs recommended by a licensed contractor.
Location: Second bathroom
Task: Provide
Time: Immediate



62. *Shower drain cover missing*

FIXTURES AND FAUCETS \ Toilet

36. Condition: • Missing toilet
Location: Bathroom
Task: Provide
Time: Immediate

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)



63.

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Description

Major floor finishes:

• Carpet



64. *Carpet*

• Vinyl

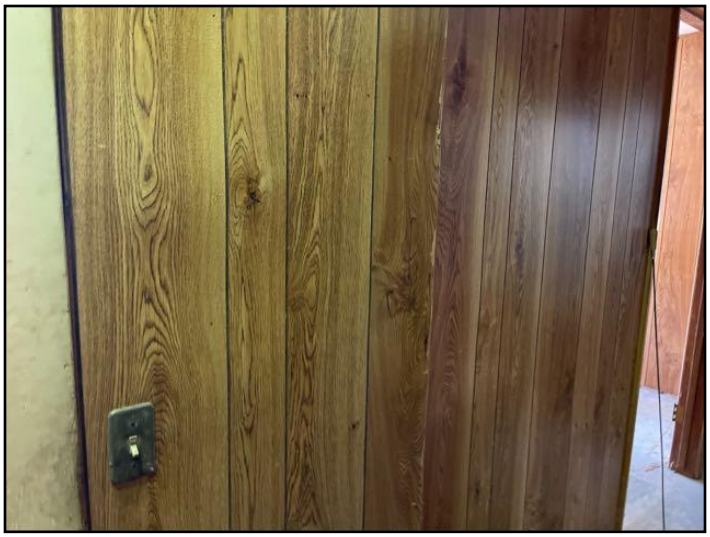


65. *Vinyl*

Major wall finishes:

• Paneling

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)



66. *Paneling*

Major ceiling finishes:

• Plaster/drywall



67. *Plaster/drywall*

Windows:

• Sliders

Appears Serviceable

• Vinyl

Glazing: • Double

Exterior doors - type/material: • Wood • Garage door - metal

Doors:

• Inspected

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Appears Serviceable

Laundry facilities: • Hot/cold water supply • 120-Volt outlet • 240-Volt outlet • Waste standpipe

Kitchen ventilation: • None

Bathroom ventilation:
• Exhaust fan
Appears Serviceable

Inventory Dishwasher: • blank note



68.

Recommendations

CEILINGS \ Plaster or drywall

37. Condition: • Sag

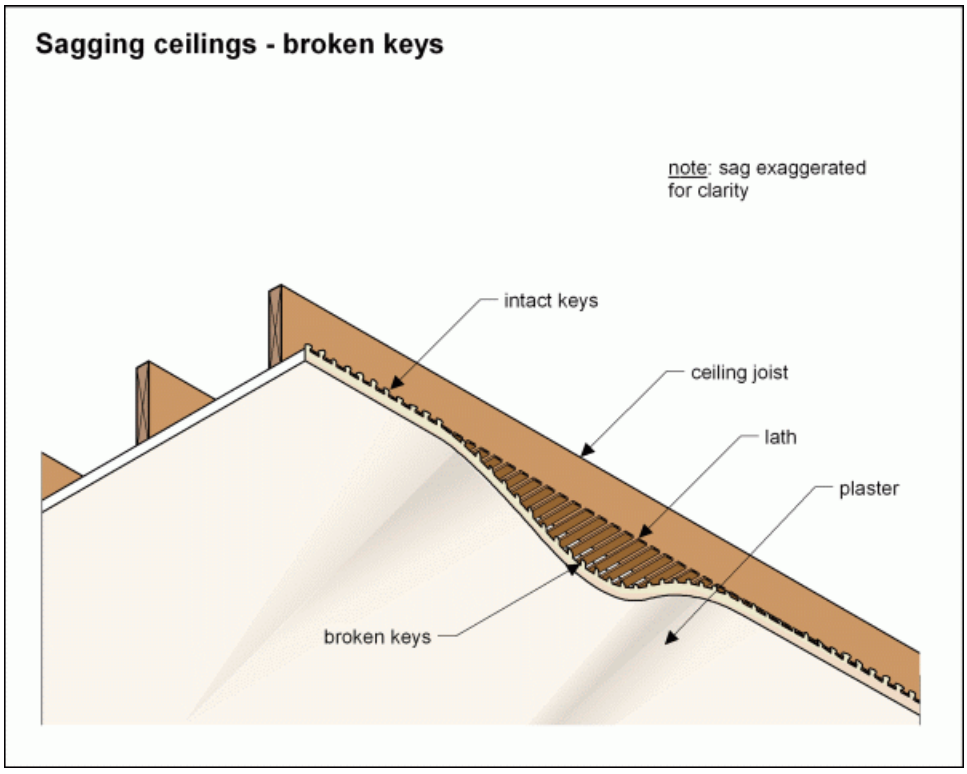
Repairs recommended by a licensed contractor.

Location: First the bathroom

Task: Further evaluation

Time: Immediate

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)





69. *Sag*

38. Condition: • Patched

Repairs recommended by a licensed contractor.

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Location: Various
Task: Repair
Time: Immediate



70. *Patched*



71. *Patched*



72. *Patched*

FLOORS \ General notes

39. Condition: • Damage
Repairs recommended by a licensed contractor.
Location: Various
Task: Repair
Time: Immediate

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)



73. *Damage*

40. Condition: • Stains
Repairs recommended by a licensed contractor.
Location: Various
Task: Further evaluation
Time: Immediate



74. *Stains*

CARPENTRY \ Cabinets

41. Condition: • Damaged
Repairs recommended by a licensed contractor.
Location: First Bathroom
Task: Repair or replace
Time: Immediate

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)



75. *Damaged*

EXHAUST FANS \ General notes

42. Condition: • Cover missing

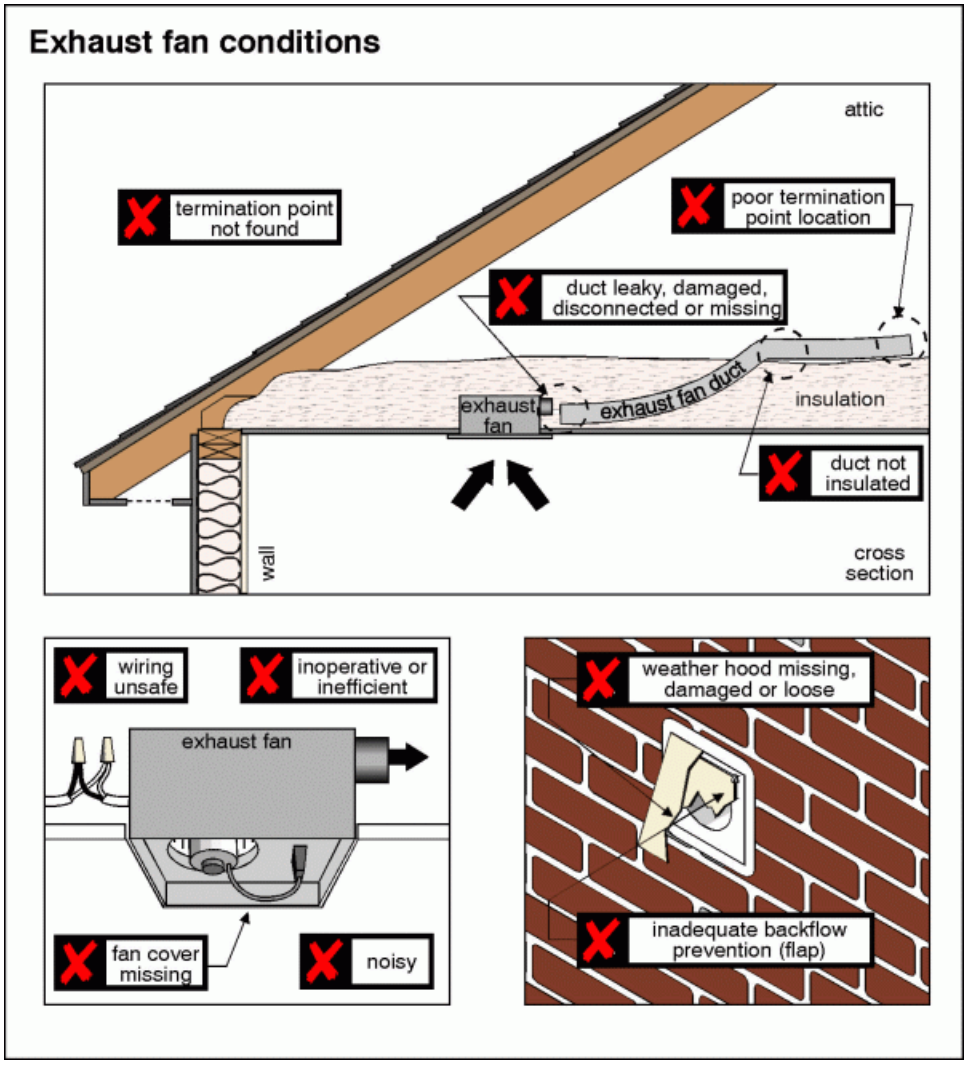
Repairs recommended by a licensed contractor.

Location: Second bathroom

Task: Provide

Time: Immediate

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)





76. *Cover missing*

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

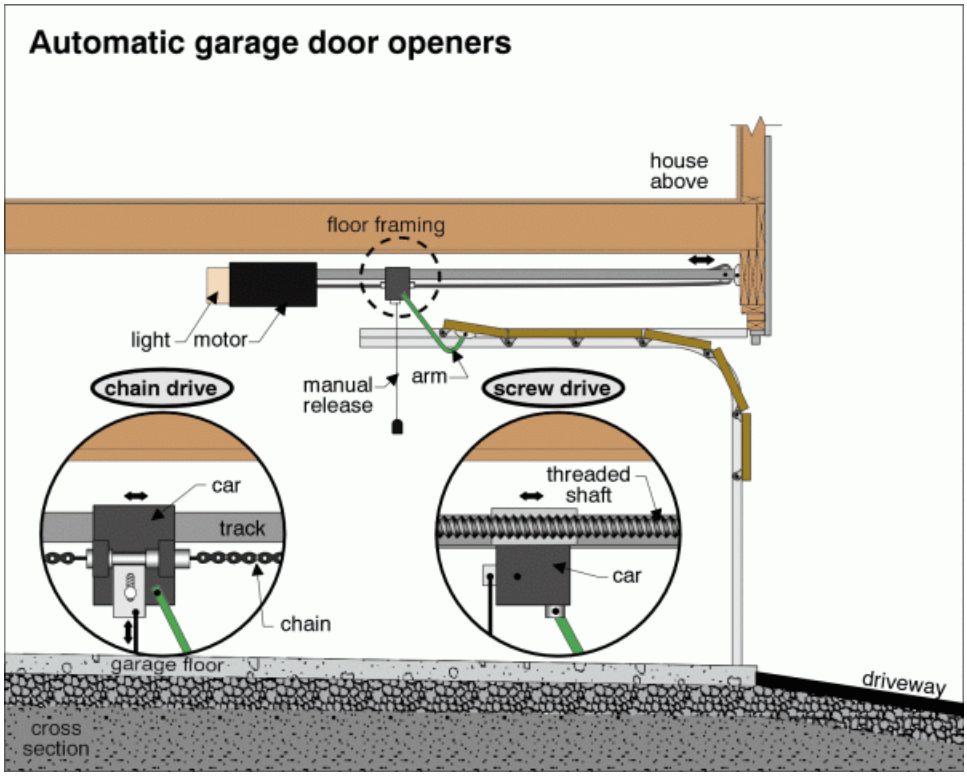
GARAGE \ Vehicle door operators

43. Condition: • Inoperative

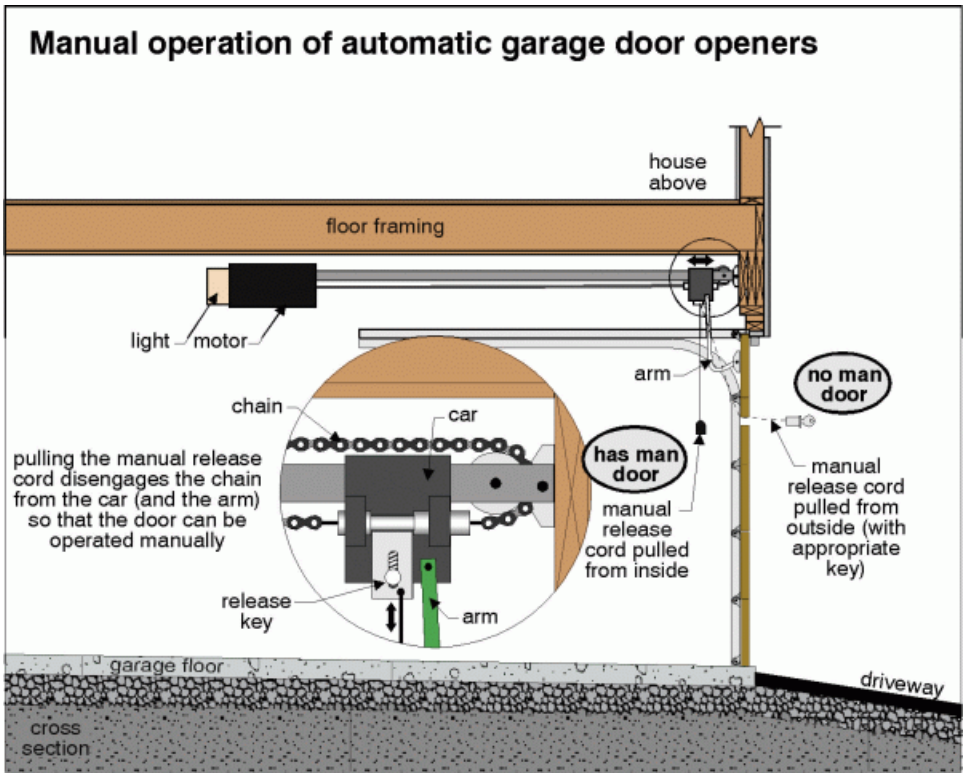
Repairs recommended by a licensed contractor.

Task: Repair or replace

Time: Immediate



Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)





77. *Inoperative*

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SITE INFO

5123 Jones St, Mariposa, CA June 23, 2021

Description

Weather: • Clear

Approximate temperature: • 86

Attendees: • Buyer

Access to home provided by: • Buyer

Occupancy: • The home was vacant during the inspection.

Utilities: • The water was shut off during the inspection.

END OF REPORT

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

REFERENCE LIBRARY

5123 Jones St, Mariposa, CA June 23, 2021

The links below connect you to a series of documents that will help you understand your home and how it works. These are in addition to links attached to specific items in the report.

Click on any link to read about that system.

- 01. ROOFING, FLASHINGS AND CHIMNEYS
- 02. EXTERIOR
- 03. STRUCTURE
- 04. ELECTRICAL
- 05. HEATING
- 06. COOLING/HEAT PUMPS
- 07. INSULATION
- 08. PLUMBING
- 09. INTERIOR
- 10. APPLIANCES
- 11. LIFE CYCLES AND COSTS
- 12. SUPPLEMENTARY
  - Asbestos
  - Radon
  - Urea Formaldehyde Foam Insulation (UFFI)
  - Lead
  - Carbon Monoxide
  - Mold
  - Household Pests
  - Termites and Carpenter Ants
- 13. HOME SET-UP AND MAINTENANCE
- 14. MORE ABOUT HOME INSPECTIONS



Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

#: *20211238*

BUILDING NO.	STREET	CITY	ZIP	Date of Inspection	NUMBER OF PAGI
5123	JONES ST	MARIPOSA	95338	06/22/2021	1 of 10

Great Pacific Exterminator Company, Inc.
PO BOX 4775
Fresno, CA 93744
PH# (559) 445-1780 FAX# (559) 445-1791
PR 7198

Ordered by:	Property Owner and/or Party of Interest	Report sent to:
DOUGLAS ZEISSLER TRIUNE HOME INSPECTION SERVICES PO BOX 617 COARSEGOLD, CA 93614 PH.# 559-676-2767		

COMPLETE REPORT [X] LIMITED REPORT [ ] SUPPLEMENTAL REPORT [ ] REINSPECTION REPORT [ ]

GENERAL DESCRIPTION:

This is a one story, wood sided, single family residence. It has an attached garage. It was vacant at the time of inspection.

Inspection Tag Posted: Subarea

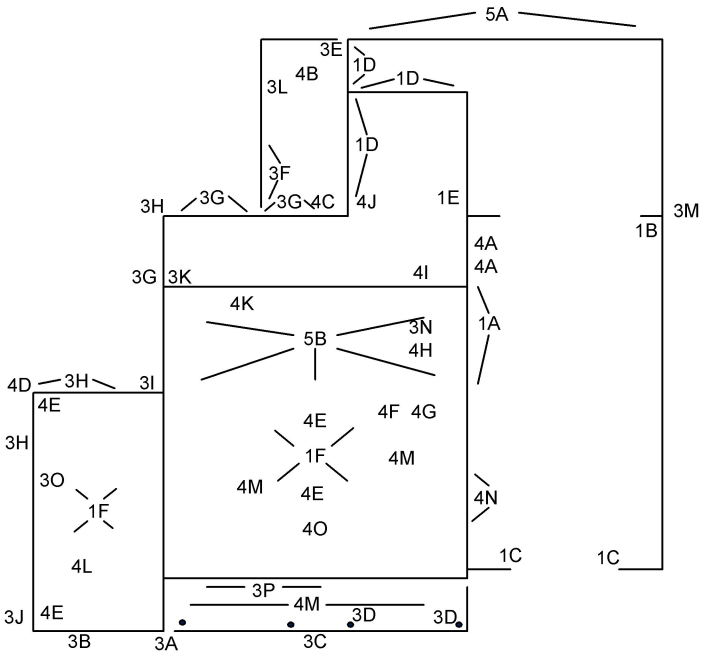
Other Tags Posted:

An inspection has been made of the structure(s) on the diagram in accordance with the the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

Subterranean Termites [X] Drywood Termites [ ] Fungus/Dryrot [X] Other Findings [X] Further Inspection [X]

If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items

Key: 1 = Subterranean Termites 2 = Drywood Termites 3 = Fungus/Dryrot 4 = Other Findings 5 = Further Inspection



Inspected By MICHAEL TERLOUW License No. OPR10541 Signature

You are entitled to obtain copies of all reports and completion notices on this property report to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, California 95815-3831.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or www.pestboard.ca.gov. (form t1a - 4/27/17) 43M-41 (Rev. 10/0

Attachment: TERMITE_on_5123_JONES_ST_MARIPOSA_95338_20210622_TYPE_O (RES-2021-460 : Purchase Sale Agreement 5123 Jones

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NOTES, CAUTIONS AND DISCLAIMERS

IF THE PROPERTY IS IN ESCROW, GREAT PACIFIC EXTERMINATOR COMPANY INC. WILL BILL YOUR ESCROW COMPANY FOR UP TO 45 DAYS. IF THE PROPERTY FALLS OUT OF ESCROW OR IS TAKEN OFF THE MARKET, THE BILL WILL BE DUE IN FULL.

What Is A Wood Destroying Pests and Organisms Inspection Report?

Please pay special attention to the following two paragraphs which explain the scope and limitations of a Structural Pest Control Inspection and a Wood Destroying Pests and Organisms Inspection Report.

A "Wood Destroying Pests And Organisms Inspection Report" contains findings as to the presence or absence of evidence of wood destroying pests or organisms in visible and accessible areas on the date of inspection and contains our recommendations for correcting any infestations, infections, or conducive conditions found. The contents of the Wood Destroying Pests and Organisms Inspection Report are governed by the California Structural Pest Control Act and its Rules and Regulations.

Some structures may not comply with buildings code requirements or may have structural plumbing, electrical, heating and air conditioning, or other defects that do not pertain to a wood destroying pests organisms inspection report. A Wood Destroying Pests and Organisms Inspection Report does not contain information about any such defects as they are not within the scope of the license of the inspector or the company issuing this report.

This Wood Destroying Pests & Organisms Inspection Report DOES NOT INCLUDE MOLD or any mold like conditions. No reference will be made to mold or mold like condition. Mold is not a Wood Destroying Organism and is outside the scope of this report as defined by the Structural Pest Control Act. If you wish your property to be inspected for mold or mold like conditions, please contact the appropriate mold professional.

THIS IS A STRUCTURAL TERMITE CONTROL INSPECTION REPORT NOT A BUILDING INSPECTION REPORT. THEREFORE, NO OPINION IS BEING RENDERED REGARDING THE STRUCTURAL INTEGRITY OF THE BUILDING. THE FOLLOWING AREAS WERE NOT INSPECTED, AS INDICATED IN SECTION #1990, PARAGRAPH (D) OF THE STRUCTURAL PEST CONTROL ACT AND RULES AND REGULATIONS: FURNISHED INTERIORS, INACCESSIBLE ATTICS, INSULATED ATTICS, AND PORTIONS; THEREFORE, THE INTERIOR OF HOLLOW WALL SPACES, BETWEEN A FLOOR OR PORCH DECK, THE CEILING OR SOFFIT, BELOW STALL SHOWERS OVER, FINISHED BUTTRESSES AND SIMILAR AREAS TO WHICH THERE IS NO ACCESS WITHOUT DEFACING OR TEARING OUT LUMBER, MASONRY AND FINISHED WORK, BUILT-IN CABINET WORK, FLOOR BENEATH COVERINGS, AREAS WHERE STORAGE CONDITIONS OR LOCKS MAKE INSPECTION IMPRACTICAL OR AREAS IN SUBSTRUCTURE AREA COVERED BY INSULATION.

A separate report has been requested which is defined as Section 1/Section 2 conditions evident on the date of inspection. (BELOW IS JUST A DEFINITION)

Section 1 contains items where there is evidence of active infestation, infection or conditions that have resulted in or from infestation or infection.

Section 2 items are conditions deemed likely to lead to infestation or infection but where no visible evidence of such was found.

Further Inspection items are defined as recommendations to inspect area(s) which during the original inspection did not allow the inspector access to complete his inspection and cannot be defined as Section 1 or Section 2.

Building Permits: In some cases, report items listed will require a building permit from the local building department. Any additional work required by the local building department, or required to remedy additional damage not noted in the report, but discovered in the performance of the work agreement, or change in the manner of scope, type, or the nature of the work item to be performed, due to the request of the building department or any other party, will not be done until a separate written agreement is authorized by the Customer or Customer's Agent, and accepted by Great Pacific Exterminator Company.

The exterior surface of the roof was not inspected. If you want the water tightness of the roof determined, you should contact a roofing contractor who is licensed by the Contractor's State License Board.

Attachment: TERMITE_on_5123_JONES_ST_MARIPOSA_95338_20210622_TYPE_O (RES-2021-460 : Purchase Sale Agreement 5123 Jones

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Recommendations not being performed by Great Pacific Exterminator Company must be inspected during progress by a licensed Wood-destroying Pests and Organisms Inspector. Great Pacific Exterminator Company is not responsible for, nor implies any knowledge as to the quality of, work performed by others.

NOTICE: Reports on this structure prepared by various registered companies should list the same findings (i.e.., termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company.

Water service to structure was turned off at the time of this inspection. We recommend further inspection after the water service is restored to determine if water leakage exists within the structure.

The interior of the structure has recently been painted.

1. SUBTERRANEAN TERMITES

ITEM NO. 1A (Section 1)

FINDING:	Earth-wood contact, evidence of subterranean termite infestation, fungus infection and damage noted exposed 2x4 bottom plate,studs,corner supports and framing.
RECOMMENDATION: 1A-1	Lower the soil to eliminate earth-wood contact.
RECOMMENDATION: 1A-2	Treat the subarea soil adjacent to the foundation and piers. Trench and treat the soil at the exterior abutting the structure. Drill through the concrete, porches, steps and all concrete abutting the structure at all probable entry points and pressure treat the subslab soil using the registered termiticide Termidor SC (Fipronil). Great Pacific Exterminator Company will not be responsible for damage to hidden pipes, conduits or ducts, or their repair.
NOTE:	THE TREATMENT CANNOT BE PERFORMED UNTIL ITEM 5B IS COMPLETED.
RECOMMENDATION: 1A-3	Remove and replace then reinforce damaged portion of bottom plate,studs,corner supports and framing.

ITEM NO. 1B (Section 1)

FINDING:	Evidence of subterranean termite infestation, fungus infection and damage noted the garage door 4x4 post/casing and trim.
RECOMMENDATION: 1B-1	Refer to Recommendation Item 1A-2.
RECOMMENDATION: 1B-2	Remove and replace then reinforce damaged portions of post,casing and trim.

ITEM NO. 1C (Section 1)

FINDING:	Evidence of subterranean termite infestation, fungus infection and damage noted at the garage door casing,trim and adjacent main structure siding.
RECOMMENDATION: 1C-1	Refer to Recommendation Item 1A-2.
RECOMMENDATION: 1C-2	Remove and replace damaged portion of casing,trim and siding.
	NOTE: If damage extends into inaccessible areas, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

Attachment: TERMITE_on_5123_JONES_ST_MARIPOSA_95338_20210622_TYPE_O (RES-2021-460 : Purchase Sale Agreement 5123 Jones

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ITEM NO. 1D (Section 1)

FINDING: Evidence of subterranean termite infestation, fungus infection and damage noted at the base of wall 2x4 bottom plate and studs which appear to extend into inaccessible wall void framing.

RECOMMENDATION: 1D-1 Remove and replace damaged portion of 2x4 bottom plate and studs.

NOTE: If damage extends into inaccessible areas, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

RECOMMENDATION: 1D-2 Open the wall at the damaged site to make area accessible for inspection. A Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

RECOMMENDATION: 1D-3 Refer to Recommendation Item 1A-2.

ITEM NO. 1E (Section 1)

FINDING: Evidence of subterranean termite infestation and damage noted at the interior base of door trim.

RECOMMENDATION: 1E-1 Remove and replace damaged portion of trim.

NOTE: If damage extends into inaccessible areas, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

RECOMMENDATION: 1E-2 Refer to Recommendation Item 1A-2.

ITEM NO. 1F (Section 1)

FINDING: Cellulose debris and evidence of subterranean termite infestation noted in the subarea.

RECOMMENDATION: 1F-1 Remove cellulose debris.

RECOMMENDATION: 1F-2 Refer to Recommendation Item 1A-2.

3. FUNGUS OR DRYROT

ITEM NO. 3A (Section 1)

FINDING: Fungus infection and damage noted at the 4x4 porch cover post,corner main structure supports and deck slats support. Infection and damage appears to extend into inaccessible wall framing.

RECOMMENDATION: 3A Remove and replace damaged portion of post,supports,slats support and framing.

NOTE: If damage extends into inaccessible areas, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

ITEM NO. 3B (Section 1)

FINDING: Fungus infection and damage noted at the exterior window trim.

RECOMMENDATION: 3B Remove and replace damaged portion of exterior trim.

NOTE: If damage extends into inaccessible areas, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

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ITEM NO. 3C (Section 1)

FINDING: Fungus infection and damage noted at the porch 2x12 deck slat end and support.

RECOMMENDATION: 3C Remove and replace damaged portion of deck slat and support.

NOTE: If damage extends into inaccessible areas, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

ITEM NO. 3D (Section 1)

FINDING: Fungus infection and damage noted at the 4x4 porch supports.

RECOMMENDATION: 3D Remove and replace posts.

NOTE: If damage extends into inaccessible areas, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

ITEM NO. 3E (Section 1)

FINDING: Fungus infection and damage noted at the exterior siding and adjacent trim.

RECOMMENDATION: 3E Remove and replace damaged portion of siding and trim.

NOTE: If damage extends into inaccessible areas, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

ITEM NO. 3F (Section 1)

FINDING: Fungus infection and damage noted at the patio cover 2x6 header,2x4 joist and 1x4 cover support.

RECOMMENDATION: 3F Remove and replace damaged portion of header,joist and support.

NOTE: If damage extends into inaccessible areas, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

ITEM NO. 3G (Section 1)

FINDING: Fungus infection and damage noted at the exterior siding.

RECOMMENDATION: 3G Remove and replace damaged portion of siding.

NOTE: If damage extends into inaccessible areas, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

ITEM NO. 3H (Section 1)

FINDING: Fungus infection and damage noted at the roof line fascia,barge rafter,sheathing and plywood soffit.

RECOMMENDATION: 3H Owner to consult a licensed roof contractor to inspect the roof, then remove and replace all infected and damaged wood members in the roof structure and make the necessary repairs to make the roof water tight.

ITEM NO. 3I (Section 1)

FINDING: Fungus infection and damage noted at the roof line fascia,sheathing and plywood soffit. Moisture appears to be caused by inadequate flashing and the rain gutter is pulling away from the roof line.

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RECOMMENDATION: 3I-1	Owner to consult a licensed roof contractor to inspect the roof, then remove and replace all infected and damaged wood members in the roof structure and make the necessary repairs to make the roof water tight.
RECOMMENDATION: 3I-2	Re-install the rain gutter.
ITEM NO. 3J	(Section 1)
FINDING:	Fungus infection and damage noted at the corner 1x4 trim near the top of wall. Infection and damage appears to extend into inaccessible framing.
RECOMMENDATION: 3J	Remove and replace damaged portion of trim and framing. NOTE: If damage extends into inaccessible areas, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.
ITEM NO. 3K	(Section 1)
FINDING:	Fungus infection and damage noted at the second level roof line sheathing and fascia.
RECOMMENDATION: 3K	Owner to consult a licensed roof contractor to inspect the roof, then remove and replace all infected and damaged wood members in the roof structure and make the necessary repairs to make the roof water tight.
ITEM NO. 3L	(Section 1)
FINDING:	Fungus infection and damage noted at the cover 1x4 support.
RECOMMENDATION: 3L	Remove and replace damaged portion of 1x4 support. NOTE: If damage extends into inaccessible areas, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.
ITEM NO. 3M	(Section 1)
FINDING:	Fungus infection and damage noted at the sheathing, rafters and fascia.
RECOMMENDATION: 3M	Owner to consult a licensed roof contractor to inspect the roof, then remove and replace all infected and damaged wood members in the roof structure and make the necessary repairs to make the roof water tight.
ITEM NO. 3N	(Section 1)
FINDING:	Fungus infection and damage noted at the back bathroom base of wall 2x4 bottom plate behind the toilet.
RECOMMENDATION: 3N	Remove and replace damaged portion of bottom 2x4 plate. NOTE: If damage extends into inaccessible areas, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.
ITEM NO. 3O	(Section 1)
FINDING:	Fungus infection noted at the rim joist and joist end as viewed in the subarea.
RECOMMENDATION: 3O	Remove surface fungus using a wire brush then treat area with the fungicide Copper Naphthenate.

Attachment: TERMITE_on_5123_JONES_ST_MARIPOSA_95338_20210622_TYPE_O (RES-2021-460 : Purchase Sale Agreement 5123 Jones

BUILDING NO.	STREET	CITY	ZIP	Date of Inspection	NUMBER OF PAGES
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ITEM NO. 3P (Section 1)

FINDING: Fungus infection and damage noted at the second level roof line fascia and sheathing as viewed from the ground level.

RECOMMENDATION: 3P Owner to consult a licensed roof contractor to inspect the roof, then remove and replace all infected and damaged wood members in the roof structure and make the necessary repairs to make the roof water tight.

4. OTHER FINDINGS

ITEM NO. 4A (Section 2)

FINDING: Water stains noted at the cover sheathing and plywood soffit above the pedestrian garage door. Stains appear to be caused by roof leak and inadequate

RECOMMENDATION: 4A Owner to consult a licensed roofer to make necessary repairs.

ITEM NO. 4B (Section 2)

FINDING: A 2x4 joist has split at the patio cover.

RECOMMENDATION: 4B Re-inforce the 2x4 joist.

ITEM NO. 4C (Section 1)

FINDING: Damage is noted to the back door.

RECOMMENDATION: 4C Remove and replace door, reusing existing hardware.

ITEM NO. 4D (Section 2)

FINDING: Missing siding is noted to the base of wall exposing the bottom plate.

RECOMMENDATION: 4D Install siding to seal.

ITEM NO. 4E

FINDING: Patches are noted to the interior ceilings indicating past repairs.

RECOMMENDATION: 4E Inquire with the owner as to what repairs have been made.

ITEM NO. 4F (Section 2)

FINDING: Water stains noted at the front bathroom ceiling. It could not be determined if stains are caused by previous or current leakage.

RECOMMENDATION: 4F Owner to consult a licensed roofer to make necessary repairs.

ITEM NO. 4G (Section 2)

FINDING: Plumbing leak noted at the front bathroom tub handle valve.

RECOMMENDATION: 4G Repair the leak.

ITEM NO. 4H (Section 2)

FINDING: The back bathroom shower drain cover is missing.

RECOMMENDATION: 4H Install a cover to seal.

ITEM NO. 4I (Section 2)

FINDING: A void is noted at the wall below the laundry hook ups. The wall panel is damaged.

RECOMMENDATION: 4I Remove and replace damaged portion of wall panel. Seal the void to prevent moisture intrusion into the wall.

NOTE: If damage extends into inaccessible areas, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

Attachment: TERMITE_on_5123_JONES_ST_MARIPOSA_95338_20210622_TYPE_O (RES-2021-460 : Purchase Sale Agreement 5123 Jones

BUILDING NO.	STREET	CITY	ZIP	Date of Inspection	NUMBER OF PAGES
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ITEM NO. 4J (Section 2)

FINDING: Water stains and damage noted at the wall and ceiling in the storage. Damage appears to be caused by roof leak.

RECOMMENDATION: 4J-1 Remove and replace damaged portion of sheetrock.

NOTE: If damage extends into inaccessible areas, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

RECOMMENDATION: 4J-2 Owner to consult a licensed roofer to make necessary repairs.

ITEM NO. 4K (Section 2)

FINDING: The kitchen sink is missing and the sink waste line in the subarea is not connected.

RECOMMENDATION: 4K Owner to consult a licensed plumber to make necessary repairs.

ITEM NO. 4L (Section 2)

FINDING: Water stains noted at the front bedroom closet ceiling. It could not be determined if stains are caused by previous or current leakage.

RECOMMENDATION: 4L Owner to consult a licensed roofer to make necessary repairs.

ITEM NO. 4M (Section 2)

FINDING: Earth-wood contact noted at pier posts as viewed in the subarea.

RECOMMENDATION: 4M-1 Lower the soil to eliminate earth-wood contact.

RECOMMENDATION: 4M-2 Install the wood piers on masonry piers.

ITEM NO. 4N (Section 2)

FINDING: The second level roof line rain gutter is separating from the roof line as viewed from the ground level.

RECOMMENDATION: 4N Re-install the rain gutter.

ITEM NO. 4O (Section 2)

FINDING: Excessive moisture noted at subarea soil which appears to be caused by possible current plumbing leaks.

RECOMMENDATION: 4O Owner to consult a licensed plumber to make necessary repairs.

Attachment: TERMITE_on_5123_JONES_ST_MARIPOSA_95338_20210622_TYPE_O (RES-2021-460 : Purchase Sale Agreement 5123 Jones

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5. FURTHER INSPECTION

ITEM NO. 5A (Further Inspection)

FINDING: The exterior back of the structure is inaccessible for inspection due to no access.

RECOMMENDATION: 5A Inspect after Owner has made area accessible. A Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

ITEM NO. 5B (Further Inspection)

FINDING: The back portion of structures subarea inaccessible for inspection due to inadequate clearance.

RECOMMENDATION: 5B Excavate soil as necessary to provide 12 inches or more clearance between the bottom of the floor joists and the soil. A Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

COMMENTS AND OTHER INFORMATION

Great Pacific Exterminator Company guarantees the work completed by this Company for a period of one year from the date of completion unless otherwise stated in the body of this Report, with the exception of plumbing, grouting, caulking, resetting of toilets, resetting of enclosures, or floor coverings, which are guaranteed for 30 days, as these are Owner maintenance areas.

Painting is not included in our estimate, however as a courtesy of Great Pacific Exterminator, Inc. painting will be provided to a close color match. If it is unreasonable to color match, then Great Pacific Exterminator, Inc. will primer paint ready for other trades to paint.

This Report is not to be used to satisfy escrow requirements unless our inspection fee is paid.

If local building codes require additional work which is not in this Report, a Supplemental Inspection will be made and Report issued outlining our findings, recommendations and any additional cost.

Great Pacific Exterminator will not be responsible for damage to hidden pipes, conduits or ducts, or their repair.

NOTES, CAUTIONS AND DISCLAIMERS AREA

Disclaimer
Items 1 through 5 relate to locations, accessibility, conditions, infestations and infections noted at the time of this inspection. Although we make a visual inspection, these are areas which are inaccessible for inspection. These include areas to which there is no access without defacing or tearing out lumber, masonry, or finished work. We do not move furniture, appliances, or raise floor covering, nor do we routinely inspect the following areas: behind or under built-in appliances, beneath floor covering, under concrete slabs; the interiors of hollow walls, bay window, porte cocheres, columns or abutments. Unless there area specific areas noted in the body of this Report, any further inspection other than set forth in this report would be impractical.
This inspection only pertains to the structure(s) indicated on the diagram. This Report is a statement of conditions at the time of this inspection only. Great Pacific Exterminator does not certify the water integrity of roofs. Please read all of the information contained with this Report. We recommend all items in our Report be completed. If work is performed by others we cannot be responsible or certify absence or presence of infestations or infections of this Company is not contacted to reinspect work prior to closing areas. Great Pacific Exterminator will not guarantee work performed by others. This report is not to be used to satisfy escrow requirements unless our inspection fee is paid. See the attached Work Order for the cost of recommended items. An authorized signature is necessary before any work can be performed.

Reinspection
A reinspection will be performed if requested by the person who ordered the original inspection. The request for reinspection must be made within four months of the original inspection. The reinspection will be performed within ten working days of the request. The fee for a reinspection shall not be more than the original inspection fee.

Guarantee
Great Pacific Exterminator guarantees the work completed by this Company for a period of one year from the date of completion unless other wise

Attachment: TERMITE_on_5123_JONES_ST_MARIPOSA_95338_20210622_TYPE_O (RES-2021-460 : Purchase Sale Agreement 5123 Jones

BUILDING NO.	STREET	CITY	ZIP	Date of Inspection	NUMBER OF PAGES
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stated in the body of this Report, with the exception of plumbing, grouting, caulking, resetting of toilets, resetting of enclosures, or floor coverings, which are guaranteed for 30 days, as these are Owner maintenance areas.

CALIFORNIA STATE LAW REQUIRES THAT YOU BE GIVEN THE FOLLOWING INFORMATION:
CAUTION - PESTICIDES ARE TOXIC CHEMICALS * Structure Pest Control Operator are licensed and regulated by the Structure Pest Control Board, and apply pesticides which are requested and approved form use by the California Environmental Protection Agency - Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the data find that based on existing scientific evidence there are no appreciate risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risks depends on the degree of exposer, so exposer should be minimized. *
If within 24-hours following application you experience symptoms similar to common seasonal illness comparable to the flu (Pesticides that would create overexposure symptoms that could be different then flu like symptoms area asterisked below), contact your physician or poison control center (telephone number listed below) and your pest control operator immediately. For further information contact any of the following: Great Pacific Exterminator; for Health Questions - Your County Health Department (telephone number listed below); for Application Information - Your County Agricultural Commissioner (the telephone (800) 737-8188, 2005 Evergreen Street, Ste. 1500, Sacramento, CA 95815.

Poison Control Center
(800) 876-4766
California County Agricultural Commissioners
Fresno (559) 456-7510; Kings (209) 582-3211; Madera (559) 675-7876; Mariposa (209) 966-2075; Merced (209) 385-7431; Stanislaus (209) 525-7301
California Health Offices
Fresno (559) 445-3387; Kings (209) 584-1401; Madera (559) 675-7893; Mariposa (800) 459-4466; Merced (209) 385-7710

LISTED BELOW ARE PESTICIDES THAT MAY BE USED ON YOUR PROPERTY DURING THE COURSE OF OUR WORK*:
* The names of materials actually used during each visit will be on the Completion Notice or the Invoice / Service slip.

*Dragnet SFR (Permethrin); Drione Insecticide (Pyrethrins/Silica Gel/Piperonyl Butoxide); Jecta (Disodium Octaborate Tetrahydrate); Premise 75 Insecticide (Imidacloprid); Termidor SC (Fipronil); Tim-bor (Disodium Octaborate Tetrahydrate); XT-2000)D-Limonene). Fumigants: Chloropicrin** and Vikane (Sulfuryl Flouride) ***.

* Except as noted, effects of overexposure to these materials can include nasal and respiratory irritation, dizziness, headache, and fatigue.
** Effects of overexposure to this material will cause teary eyes.
*** Effects of overexposure to this material can include coordination, slurring words, headache, nausea, slow movement, difficulty breathing and confusion.

ARBITRATION OF DISPUTES

BY RELYING ON THIS WOOD DESTROYING ORGANISMS REPORT, YOU AGREE THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO GREAT PACIFIC EXTERMINATOR COMPANY'S INSPECTION AND/OR THIS REPORT SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGEMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION

GREAT PACIFIC EXTERMINATOR COMPANY'S PERFORMANCE OF THE RECOMMENDATIONS DESCRIBED ABOVE IS GOVERNED BY THE TERMS OF A WORK AUTHORIZATION, WHICH PROVIDES THAT ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO GREAT PACIFIC EXTERMINATOR COMPANY'S WORK SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGEMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

If you have any questions concerning this Report or if we can be of any additional service, please call us at (559) 445-1780. Thank you for using Great Pacific Exterminator.

Attachment: TERMITE_on_5123_JONES_ST_MARIPOSA_95338_20210622_TYPE_O (RES-2021-460 : Purchase Sale Agreement 5123 Jones

Work Authorization

Great Pacific Exterminator Company, Inc.

BUILDING NO.	STREET	CITY	ZIP	COUNTY CODE	DATE OF INSPECTION
5123	JONES ST	MARIPOSA	95338	24	06/22/2021

Comments: Minimum job charge $225

Section 1		Section 1		Section 1	
1A-1	= Other Trades	1F-1	= 120.00 P	3J	= Other Trades
1A-2	= 1400.00 P	1F-2	= Cost incl. in 1A-2	3K	= Roofer
1A-3	= Other Trades	3A	= Other Trades	3L	= Other Trades
1B-1	= Cost incl. in 1A-2	3B	= Other Trades	3M	= Roofer
1B-2	= Other Trades	3C	= Other Trades	3N	= Other Trades
1C-1	= Cost incl. in 1A-2	3D	= Other Trades	3O	= 125.00 P
1C-2	= Other Trades	3E	= Other Trades	3P	= Roofer
1D-1	= Other Trades	3F	= Other Trades	4B	= Other Trades
1D-2	= Other Trades	3G	= Other Trades	4C	= Other Trades
1D-3	= Cost incl. in 1A-2	3H	= Roofer		
1E-1	= Other Trades	3I-1	= Roofer		
1E-2	= Cost incl. in 1A-2	3I-2	= Other Trades		

Rpt# 20211238

Cost of all Primary Recommendations $ 1645.00

NOTE: Damage found in Inaccessible Areas may require a Supplemental report and/or Work Authorization, or may require amendments to this Work Authorization.

NOTICE TO OWNER

Under the California Mechanics Lien Law any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

Authorized to perform items:_____ Cost of work authorized: $ _____

OWNER or OWNER's AGENT: DATE: Great Pacific Exterminator Company, Inc.

X _____ _____ ESCROW: _____

Attachment: TERMITE_on_5123_JONES_ST_MARIPOSA_95338_20210622_TYPE_O (RES-2021-460 : Purchase Sale Agreement 5123 Jones

Work Authorization

BUILDING NO.	STREET	CITY	ZIP	COUNTY CODE	DATE OF INSPECTION
5123	JONES ST	MARIPOSA	95338	24	06/22/2021

Comments: Minimum job charge $225

Section 1 Totals

Primary recs only $ 1645.00

Section 2

4A	= Roofer
4D	= Other Trades
4F	= Roofer
4G	= Other Trades
4H	= Other Trades
4I	= Other Trades
4J-1	= Other Trades
4J-2	= Roofer
4K	= Plumber

Section 2

4L	= Roofer
4M-1	= Other Trades
4M-2	= Other Trades
4N	= Other Trades
4O	= Plumber

Section 2 Totals

Primary recs only $ 0.00

Further Inspection

5A	= Other Trades
5B	= Other Trades

Further Inspection Totals

Primary recs only $ 0.00

Rpt# 20211238

Cost of all Primary Recommendations $ 1645.00

NOTE: Damage found in Inaccessible Areas may require a Supplemental report and/or Work Authorization, or may require amendments to this Work Authorization.

NOTICE TO OWNER

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To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

Authorized to perform items:_____ Cost of work authorized: $ _____

OWNER or OWNER's AGENT: DATE: Great Pacific Exterminator Company, Inc.

X _____ _____ ESCROW: _____

Attachment: TERMITE_on_5123_JONES_ST_MARIPOSA_95338_20210622_TYPE_O (RES-2021-460 : Purchase Sale Agreement 5123 Jones

Leon Environmental Services

Richard "Danny" Leon CAC # 04-3708
Tommy Leon CAC # 05-3882

July 09, 2021

Ben Goger
Mariposa County
5100 Bullion Street
Mariposa, CA 95338

Re: Asbestos and Lead Limited Survey
Residence
5123 Jones St.
Mariposa, CA
Job No. C65-21

Dear Ben:

Attached is the Asbestos and Lead Limited Survey Report for the above referenced site. The report includes inspection observations; a list of all samples taken, bulk sample analysis results, and recommendations concerning Asbestos and Lead identified at this site.

If you have any questions or need additional information, please do not hesitate to call. Thank you for using Leon Environmental Services. We look forward to working with you in the future.

Respectfully yours,

Tommy Leon
Certified Asbestos Consultant
Certification No. 05-3882

4545 N. Brawley Ave., Suite 104, Fresno, CA 93722
Phone: 559.274.9200 Fax: 559.274.9240 Email: LeonEnviro@comcast.net

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Asbestos and Lead Limited Survey: Residence, 5123 Jones St.
Mariposa, CA
C65-21

ASBESTOS ANALYSIS RESULTS

A total of **32** samples of suspect materials were collected by a state certified asbestos inspector from the single family house at **5123 Jones St, Mariposa, CA**. The sample collection areas were determined by the information given to the inspector by **Ben Goger from Mariposa County** about the impending remodel/renovation that is planned for this building. McCall and Spero Environmental, Inc., a NVLAP accredited laboratory performed a total of **49** analyses from **32** samples collected. The chain of custody from Leon Environmental Services and the report from McCall and Spero contains a full list of all samples taken from this site.

Sample	Location	Material	% Of ACM	Friable	Sq. Ft.
02	Dining Room Floor	9x9 Floor Tile	3%	No	672’
04	Bedroom 5 Floor	9x9 Floor Tile	2%	No	(see sample 02)
	Bedroom 5 Floor	Floor Tile Mastic	2%	No	(see sample 02)
05	Bedroom 5 Floor	9x9 Floor Tile	3%	No	(see sample 02)
	Bedroom 5 Floor	Floor Tile Mastic	2%	No	(see sample 02)
25	Bedroom 5 Ceiling	Acoustic Spray	5%	Yes	96’
26	Bedroom 5 Ceiling	Acoustic Spray	5%	Yes	(see sample 25)
30	Exterior Bedroom 4 Wall	Vapor Barrier	3%	No	64’

ASBESTOS COMMENTS AND RECOMMENDATIONS

Non-Friable Asbestos

The 9x9 Floor Tile (samples 02, 04, 05) located on the floor of the front room, dining room, bedroom 3, and bedroom 5 is positive for asbestos at 3%.
The Floor Tile Mastic (samples 04, 05) located under the floor tile in the front room, dining room, bedroom 3, and bedroom 5 is positive for asbestos at 2%.
The Vapor Barrier (sample 30) located on the exterior wall of bedroom 4 is positive for asbestos at 2%.

These materials are considered a ***non-hazardous non-friable ACM***. It is required that a licensed asbestos abatement contractor remove these materials prior to renovation and or demolition of this structure.

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

<u>Asbestos and Lead Limited Survey</u>: Residence, 5123 Jones St.
Mariposa, CA
C65-21

Friable Asbestos

<u>The Acoustic Spray</u> (samples 25, 26) located on the ceiling of bedroom 5 is positive for asbestos at 5%.

These materials are considered ***friable hazardous ACM*** and it is required that a licensed asbestos abatement contractor remove these materials prior to renovation and or demolition of this structure.

ASBESTOS CONCLUSIONS AND REGULATIONS

US EPA NESHAP (40 CFR Part 61)

Based on our survey, sampling and subsequent laboratory analysis and regulatory guidelines affecting this site, the types of ACM identified on the previous page require removal (in most cases) prior to demolition and/or renovation procedures to comply with local, state and federal agencies. The US EPA NESHAP (40 CFR Part 61 – November 20, 1990) requires materials containing greater than one percent asbestos be removed prior to renovation or demolition. If those materials are friable or likely to become friable due to the forces expected to act upon them during renovation or demolition, they become a regulated asbestos containing material (RACM) and require a 10-day notification to the local Air Pollution Control District prior to abatement.

Non-friable and non-regulated ACM, in most cases, may be disposed of as a Non-Hazardous waste in a landfill that accepts Asbestos Containing Materials. All friable waste containing more than 1% asbestos (RACM) must be manifested as hazardous waste for disposal purposes.

CAL OSHA--------Construction Industry--------8CCR, 1529

Cal/OSHA worker health and safety regulations apply during any disturbance of ACM by a person while in the employ of another. This is true regardless of friability or quantity disturbed. If there is greater than 100 square feet of ACM which will be affected by the demolition, a California Licensed Contractor who is registered with Cal/OSHA for asbestos is required. The regulations regarding asbestos are found in Title 8 CCR Section 1529, and also include formal notification requirements to Cal/OSHA at least 24 hours prior to removal. It is required that removal be conducted with the material kept in a wetted state to contain dust and hazardous emissions.

The construction industry standard covers employees engaged in demolition and construction, and the following related activities likely to involve asbestos exposure: removal, encapsulation, alteration, repair, maintenance, insulation, spill emergency cleanup, transportation, disposal and storage of ACM.

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Asbestos and Lead Limited Survey: Residence, 5123 Jones St.
Mariposa, CA
C65-21

Demolition contractors typically require that a building owner/operator accept responsibility for removal of all ACM found during the building inspection prior to start of demolition activities.

End- of -Section

LEAD BASED PAINT ANALYSIS RESULTS

The sample collection areas were determined by the information given to the inspector by **Ben Goger from Mariposa County** about the impending remodel/renovation that is planned for this building. All paint samples were analyzed according to HUD Guidelines by XRF. The samples listed below are positive for Lead Based Paint (LBP).

Sample	Sample Location	Type	Substrate	Color	XRF Result (mg/cm^2)	LBP
48	Dining Room South Door Frame	Paint	Wood	White	1.90	Yes
49	Dining Room South Door Frame	Paint	Wood	White	1.60	Yes
55	Bedroom 3 North Door Frame	Paint	Wood	White	6.80	Yes
72	Bedroom 3 Ceiling	Paint	Wood	White	6.30	Yes
95	Hallway West Wall	Paint	Wood	Beige	1.00	Yes
104	Laundry Room East Door Frame	Paint	Wood	Blue	1.20	Yes
111	Bedroom 5 West Door	Paint	Wood	Blue	1.80	Yes
118	Bedroom 5 South Door	Paint	Wood	Blue	5.10	Yes
122	Garage 1 North Wall, West Side	Paint	Wood	Blue	1.30	Yes
123	Garage 1 North Wall, West Side	Paint	Wood	Blue	8.60	Yes
126	Garage 1 North Window Frame	Paint	Wood	Blue	1.10	Yes
128	Garage 1 North Window Sill	Paint	Wood	Blue	1.30	Yes
137	Exterior West Wall	Paint	Wood	White	8.90	Yes

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Asbestos and Lead Limited Survey: Residence, 5123 Jones St.
Mariposa, CA
C65-21

140	Exterior West Eave	Paint	Wood	White	1.30	Yes
144	Exterior West Column	Paint	Wood	Brown	8.50	Yes
149	Exterior West Wall, North Side	Paint	Wood	White	1.30	Yes
155	Exterior North Wall, West Side	Paint	Wood	White	1.90	Yes
159	Exterior North Wall, East Side	Paint	Wood	Blue	1.40	Yes

LBP COMMENTS AND RECOMMENDATIONS

The White Paint on the north wood door frame and wood ceiling of bedroom 3 is positive for Lead at > 1.0 mg/cm² level by XRF.
The Beige Paint on the west wall above the doorway in the hallway is positive for Lead at > 1.0 mg/cm² level by XRF.
The Blue Paint on the west wood door and door frame and on the south wood door of bedroom 5 is positive for Lead at > 1.0 mg/cm² level by XRF.
The Blue Paint on the north wood window components in garage 1 is positive for Lead at > 1.0 mg/cm² level by XRF.
The White and Blue Paints on the exterior wood siding on the west half of the house that includes the front room, dining room and bedrooms 1, 2 and 3 are positive for Lead at > 1.0 mg/cm² level by XRF.
The Blue Paint on the north exterior wood siding outside of bedroom 5 is positive for Lead at > 1.0 mg/cm² level by XRF.
The White Paint on the wood eave on the west side of the house is positive for Lead at > 1.0 mg/cm² level by XRF.
The Brown Paint on the exterior wood columns on west side of the house is positive for Lead at > 1.0 mg/cm² level by XRF.

Paint samples tested for this survey that were above the 1.0 mg/cm² level by XRF level established by HUD are considered Lead Based Paint (LBP). All homes built prior to 1978 are assumed to contain Lead Based Paint. Lead safe work practices should be in place during all any construction or demolition that would affect these areas.

All loose and flaky LBP should be removed prior to demolition or renovation, collected and handled as one waste stream. Based on the levels of LBP identified in the building survey, Leon Environmental recommends that only qualified Lead Abatement Company with properly trained and equipped individuals be used on this project. Procedures and engineering controls must be designed to follow CALOSHA and Department of Health Services (State of California) requirements.

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Asbestos and Lead Limited Survey: Residence, 5123 Jones St.
Mariposa, CA
C65-21

The federal and CALOSHA regulations for lead in construction do not specify a level of a lead in paint that classifies it as LBP. However, federal and state OSHA regulations specify ***airborne lead levels*** that should not be exceeded during construction without appropriate protection and training.

The action level for lead is 30 micrograms per cubic meter of air (µg/m³) and the permissible exposure limit (PEL) is 50µg/m³. These airborne lead levels can be exceeded during construction or demolition activities such as scraping, sanding, grinding, blasting, and torching LBP surfaces, even when levels of lead in paint are far below the HUD definition of LBP of 1.0 mg/cm² or 0.5 percent lead by weight. OSHA Lead in Construction Standard Cal/OSHA 8 CCR 1532.1 shall apply whenever construction work is conducted where employees may be exposed to lead.

Beginning April 2010, new federal law **(EPA RRP rule)** will require that contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, childcare facilities and schools built before 1978 that a child under age six visits regularly to be certified and follow specific work practices to prevent lead contamination. Also, beginning April 2010, federal law will require contractors that disturb lead-based paint in homes, childcare facilities and schools, built before 1978 to be certified and follow specific work practices to prevent lead contamination.

LBP Conclusions and Regulations

The Department of Housing and Urban Development (HUD) considers a paint to be a lead-based paint hazard when the content of the paint exceeds 0.5% or 5000ppm. California Occupational Safety and Health (OSHA) regulations require employee personnel monitoring at any detectable levels until statistically reliable results indicate that exposure will remain consistently below the OSHA Action Level of 30 micrograms/m³ and the Permissible Exposure Level of 50 micrograms/m³ for an 8 hour day. The employer must then produce a “Negative Exposure Assessment” to indicate that it is not possible with the specific lead-based paint product to create excessive lead exposure levels.

Limitations of Liability

Conclusions and recommendations presented in this report are qualitative judgments based on the prevailing regulations and accepted industry standards at the time of the report issuance. Leon Environmental Services provides no other guarantees, either expressed or implied. All quantities of materials listed herein are estimates for sampling purposes only and should be verified by Owner representative or an abatement / demolition contractor prior to asbestos abatement or demolition.

The nature of demolition is such that materials can be uncovered which previously were unknown to exist. Therefore, Leon Environmental Services cannot be responsible for materials not previously detected due to lack of accessibility or concealment, although

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Asbestos and Lead Limited Survey: Residence, 5123 Jones St.
Mariposa, CA
C65-21

every effort was made during the inspection to detect all suspect materials. If any suspect materials other than those included herein are discovered during renovation or demolition, it must be assumed that the materials are asbestos containing and should be treated accordingly until further testing and analysis is performed.

The data interpretations and recommendations are based solely on information available to Leon Environmental Services at the time of our inspection. The customer recognizes that site conditions or accessibility may vary from those encountered at the time of our inspection and sample collection. Varying conditions or access could result in additional information that would lead us to revise conclusions and recommendations. Leon Environmental Services will not be responsible for the interpretation or use by others of information contained within this report.

Thomas M. Leon

Digitally signed by Thomas M. Leon
DN: cn=Thomas M. Leon, o=Leon Environmental Services, ou, email=leonenviro@comcast.net, c=US
Date: 2021.07.14 16:49:21 -07'00'

Thomas Leon Date
Certified Asbestos Consultant
Certification No. 05-3882
State of California Department of Public Health
Lead Inspector Assessor # 5157

*Abbreviation Key:

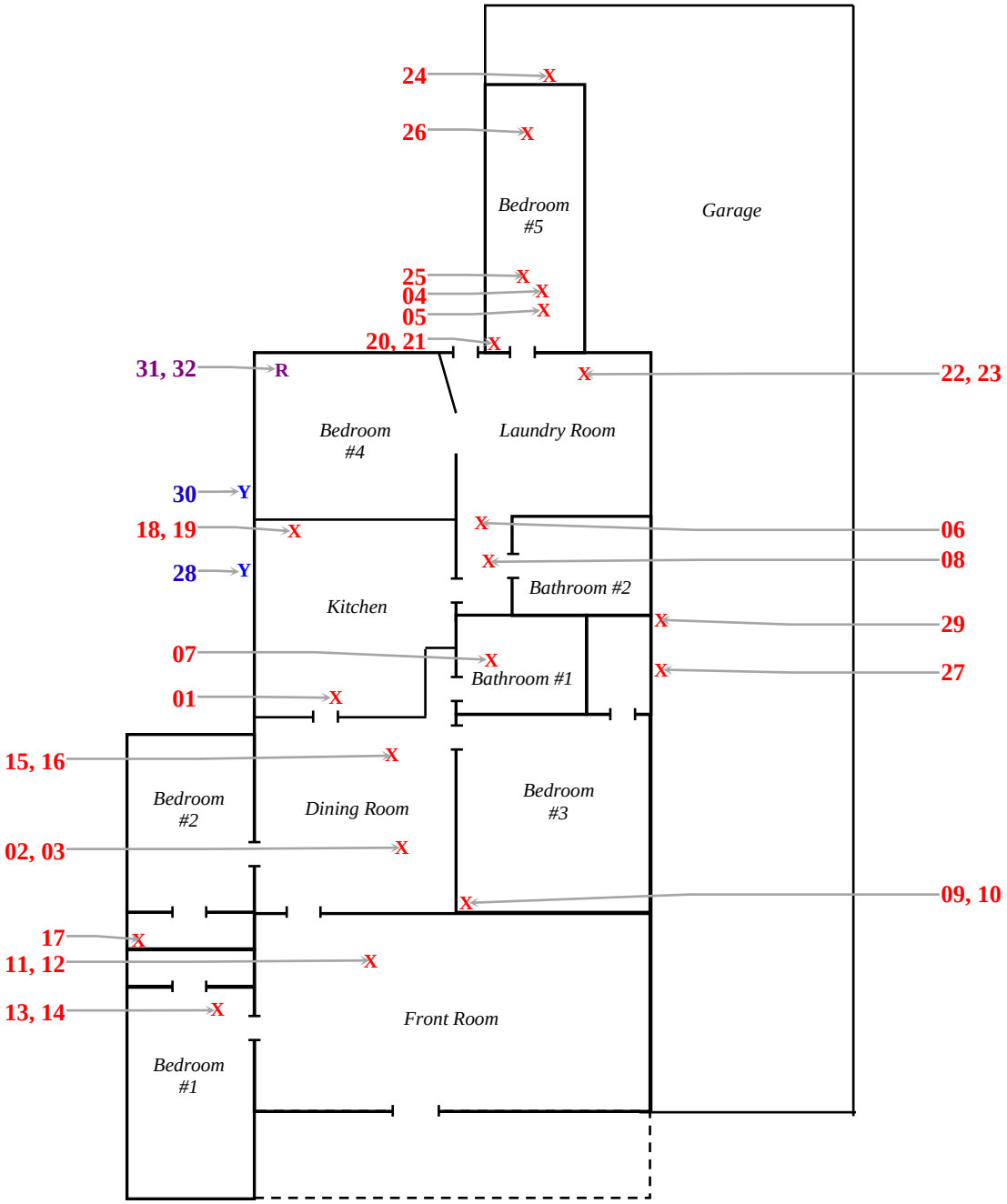
Asbestos Containing Material — ACM (equal to or greater than 0.1% by weight)
Vinyl Asbestos Tile – VAT
No Asbestos Detected--N.A.D or N.D.
Not Sampled—NS

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Leon Environmental Services

Richard "Danny" Leon CAC Certification No. 04-3708
Tommy Leon CAC Certification No. 05-3882

Job C65-21 / Sample Location Diagram
Residence / 5123 Jone Street, Mariposa, CA
Ben Goger / Mariposa County
Drawing not to Scale



Y = Exterior Samples
X = Interior Samples
R = Roof Samples

4545 N. Brawley Ave., Suite 104, Fresno, CA 93722
Phone: 559.274.9200 Fax: 559.274.9240 Email: LeonEnviro@comcast.net

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

McCall and Spero
Environmental, Inc.
Specialists in Microanalysis

1831 Williamson Court • Suite 100 • Louisville, KY 402
Phone (502) 244-7135 • FAX (502) 244-7136
E-mail: customerservice@mselabs.com • Website: www.mselabs.c

Date: July 9, 2021

Attention: Tommy Leon
Leon Environmental Services

Subject: Analysis of bulk samples for asbestos mineral fibers by Polarized Light Microscopy (PLM) with Dispersion Staining (EPA/600/R-93/116)

RE: MSE-P761LEO.1
Ben Goger, Mariposa County - Residence: 5123 Jone St; Mariposa, CA Project
LEO# C65-21

Dear Mr. Leon:

McCall & Spero Environmental, Inc. has completed the analyses of the bulk samples we received from your offices on July 6, 2021. These samples represent the bulk samples from the Ben Goger, Mariposa County - Residence: 5123 Jone St; Mariposa, CA Project.

The PLM bulk analysis was performed according to the "Method of the Determination of Asbestos in Bulk Building Materials", R. L. Perkins and B. W. Harvey (EPA/600/R-93/116).

The results for the forty-nine (49) samples are summarized in the following report. Please note that for samples consisting of two or more distinct components, each component is analyzed and reported individually (EPA 40 CFR Part 61 [FRL-4821-71]).

Thank you for consulting McCall & Spero Environmental, Inc. Should you have any questions concerning these results, please contact our office.

Sincerely,

Amber D. Schultz, B.A.
Senior Analyst

NVLAP®
TESTING
NVLAP LAB CODE 101895-0

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

SUMMARY OF PLM BULK ANALYSIS RESULTS

Project Name: Ben Goger, Mariposa County - Residence: 5123 Jone St; Mariposa, CA Project
McCall & Spero Environmental Project No. MSE-P761LEO.1

MSE # P761LEO.1	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
001 (A)	01 (A) Linoleum	ND	Cellulose / 30%	70%	Beige/Tan
001 (B)	01 (B) Adhesive	ND	Cellulose / 5%	95%	Yellow
002 (A)	02 (A) 9x9 Floor Tile	CH / 3%	Cellulose / 2%	95%	Green
002 (B)	02 (B) Floor Tile Mastic	ND	Cellulose / 5%	95%	Black
003	03 Fiberboard	ND	Cellulose / 60%	40%	Tan
004 (A)	04 (A) 9x9 Floor Tile	CH / 2%	Cellulose / 2%	96%	Brown
004 (B)	04 (B) Floor Tile Mastic	CH / 2%	Cellulose / 3%	95%	Black/ Yellow
005 (A)	05 (A) 9x9 Floor Tile	CH / 3%	Cellulose / 2%	95%	Tan
005 (B)	05 (B) Floor Tile Mastic	CH / 2%	Cellulose / 3%	95%	Black
006	06 Concrete	ND	Cellulose / 2%	98%	Gray
007 (A)	07 (A) Linoleum	ND	Cellulose / 15%	85%	Beige
007 (B)	07 (B) Adhesive	ND	Cellulose / 5%	95%	Brown
008 (A)	08 (A) Linoleum	ND	Cellulose / 35%	65%	Beige
008 (B)	08 (B) Adhesive	ND	Cellulose / 5%	95%	Yellow
009	09 Texture/Paint	ND	Cellulose / 3%	97%	White

McCall & Spero Environmental, Inc.

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

SUMMARY OF PLM BULK ANALYSIS RESULTS

MSE # P761LEO.1	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
010 (A)	10 (A) Joint Compound	ND	Cellulose / 4%	96%	White
010 (B)	10 (B) Sheetrock	ND	Cellulose / 15%	85%	White
011	11 Texture/Paint	ND	Cellulose / 3%	97%	White
012 (A)	12 (A) Joint Compound	ND	Cellulose / 4%	96%	White
012 (B)	12 (B) Sheetrock	ND	Cellulose / 15%	85%	White
013	13 Texture/Paint	ND	Cellulose / 3%	97%	White
014 (A)	14 (A) Joint Compound	ND	Cellulose / 4%	96%	White
014 (B)	14 (B) Sheetrock	ND	Cellulose / 15%	85%	White
015	15 Texture/Paint	ND	Cellulose / 3%	97%	White
016 (A)	16 (A) Joint Compound	ND	Cellulose / 4%	96%	White
016 (B)	16 (B) Sheetrock	ND	Cellulose / 15%	85%	White
017 (A)	17 (A) Joint Compound	ND	Cellulose / 4%	96%	White
017 (B)	17 (B) Sheetrock	ND	Cellulose / 15%	85%	White
018	18 Texture/Paint	ND	Cellulose / 3%	97%	White
019 (A)	19 (A) Joint Compound	ND	Cellulose / 4%	96%	White

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

SUMMARY OF PLM BULK ANALYSIS RESULTS

MSE # P761LEO.1	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
019 (B)	19 (B) Sheetrock	ND	Cellulose / 15%	85%	White
020	20 Texture/Paint	ND	Cellulose / 3%	97%	White
021 (A)	21 (A) Joint Compound	ND	Cellulose / 4%	96%	White
021 (B)	21 (B) Sheetrock	ND	Cellulose / 15%	85%	White
022	22 Texture/Paint	ND	Cellulose / 3%	97%	White
023 (A)	23 (A) Joint Compound	ND	Cellulose / 4%	96%	White
023 (B)	23 (B) Sheetrock	ND	Cellulose / 15%	85%	White
024 (A)	24 (A) Joint Compound	ND	Cellulose / 4%	96%	White
024 (B)	24 (B) Sheetrock	ND	Cellulose / 15%	85%	White
025	25 Acoustic Spray	CH / 5%	Cellulose / 5% Glass / 10%	80%	White
026	26 Acoustic Spray	CH / 5%	Cellulose / 5% Glass / 10%	80%	White
027	27 Window Putty	ND	Cellulose / 3%	97%	White
028 (A)	28 (A) Color Coat	ND	Cellulose / 2%	98%	Green
028 (B)	28 (B) Plaster	ND	Cellulose / 4%	96%	Gray
029 (A)	29 (A) Color Coat	ND	Cellulose / 2%	98%	Green

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

SUMMARY OF PLM BULK ANALYSIS RESULTS

MSE # P761LEO.1	SAMPLE # DESCRIPTION	ASBESTOS TYPE & %	OTHER FIBROUS MATERIAL & %	% NON-FIBROUS MATERIAL	COLOR
029 (B)	29 (B) Plaster	ND	Cellulose / 4%	96%	Gray
030	30 Vapor Barrier	CH / 3%	Cellulose / 4%	93%	Black
031	31 Asphalt Shingle	ND	Cellulose / 5% Glass / 10%	85%	Black
032	32 Tar Paper	ND	Cellulose / 35%	65%	Black/ Brown

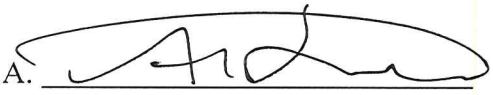
NOTES:

ND = None Detected CH = Chrysotile A = Amosite AC = Actinolite
CR = Crocidolite AN = Anthophyllite TR = Tremolite

For samples consisting of separate components, each component is analyzed and reported separately.

Results apply only to items tested. Quantification is accurate to within ± 10%. Results from this report must not be reproduced, except in full, with the approval of McCall & Spero Environmental, Inc. This report must not be used to claim product endorsement by NVLAP or any agency of the U.S. Government.

** EPA recommends that bulk materials found negative for asbestos or less than one percent asbestos by polarized light microscopy that fall into one of five dominantly nonfriable categories be reanalyzed by an additional method, such as transmission electron microscopy. (EPA Notice of Advisory, FR Vol. 59, No. 146 & Test Method EPA 600/ R-93/ 116).

Analyst: Amber D. Schultz, B.A. 

McCall & Spero Environmental, Inc.

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Leon Environmental Services

4545 N. Brawley Ave., Suite 104, Fresno, CA 93722 Phone: 559.274.9200 Fax: 559.274.9240 Email: LeonEnviro@comcast.net

Customer: Ben Goger Company Mariposa County

Date: July 1, 2021 Job No. C65-21

Analysis PLM Turn Around: 2hr Rush Same Day 24hr 48hr 3-5 days

Inspection Site : Residence, 5123 Jone St, Mariposa, CA

Sample No	Location	Material			Quantity
		Color	Type	Friable	
01	Kitchen - Floor		Linoleum		
	Kitchen - Floor		Adhesive		
02	Dining Room - Floor		9x9 Floor Tile		
	Dining Room - Floor	Black	Floor Tile Mastic		
03	Dining Room - Floor		Fiberboard		
04	Bedroom #5 - Floor	Brown	9x9 Floor Tile		
	Bedroom #5 - Floor	Black	Floor Tile Mastic		
05	Bedroom #5 - Floor	Tan	9x9 Floor Tile		
	Bedroom #5 - Floor	Black	Floor Tile Mastic		
06	Hall - Floor		Concrete		
07	Bathroom #1 - Floor		Linoleum		
	Bathroom #1 - Floor		Adhesive		
08	Hall - Floor		Linoleum		
	Hall - Floor		Adhesive		
09	Bedroom #3 - Wall		Texture / Paint		
10	Bedroom #3 - Wall		Joint Compound		
	Bedroom #3 - Wall		Sheetrock		
11	Front Room - Ceiling		Texture / Paint		
12	Front Room - Ceiling		Joint Compound		
	Front Room - Ceiling		Sheetrock		

Relinquished Received

Leon Environmental Services

4545 N. Brawley Ave., Suite 104, Fresno, CA 93722 Phone: 559.274.9200 Fax: 559.274.9240 Email: LeonEnviro@comcast.net

Customer: Ben Goger Company Mariposa County

Date: July 1, 2021 Job No. C65-21

Analysis PLM Turn Around: 2hr Rush Same Day 24hr 48hr 3-5 days

Inspection Site : Residence, 5123 Jone St, Mariposa, CA

Sample No	Location	Material			Quantity
		Color	Type	Friable	
13	Bedroom #1 - Ceiling		Texture / Paint		
14	Bedroom #1 - Ceiling		Joint Compound		
	Bedroom #1 - Ceiling		Sheetrock		
15	Dining Room - Ceiling		Texture / Paint		
16	Dining Room - Ceiling		Joint Compound		
	Dining Room - Ceiling		Sheetrock		
17	Bedroom #2 - Wall		Joint Compound		
	Bedroom #2 - Wall		Sheetrock		
18	Kitchen - Ceiling		Texture / Paint		
19	Kitchen - Ceiling		Joint Compound		
	Kitchen - Ceiling		Sheetrock		
20	Bedroom #5 - Wall		Texture / Paint		
21	Bedroom #5 - Wall		Joint Compound		
	Bedroom #5 - Wall		Sheetrock		
22	Laundry Room - Ceiling		Texture / Paint		
23	Laundry Room - Ceiling		Joint Compound		
	Laundry Room - Ceiling		Sheetrock		
24	Garage - Wall		Joint Compound		
	Garage - Wall		Sheetrock		
25	Bedroom #5 - Ceiling		Acoustic Spray		

Relinquished Received

Leon Environmental Services

4545 N. Brawley Ave., Suite 104, Fresno, CA 93722 Phone: 559.274.9200 Fax: 559.274.9240 Email: LeonEnviro@comcast.net

Customer: Ben Goger Company Mariposa County

Date: July 1, 2021 Job No. C65-21

Analysis PLM Turn Around: 2hr Rush Same Day 24hr 48hr 3-5 days

Inspection Site : Residence, 5123 Jone St, Mariposa, CA

Sample No	Location	Material			Quantity
		Color	Type	Friable	
26	Bedroom #5 - Ceiling		Acoustic Spray		
27	Exterior Window		Window Putty		
28	Exterior Kitchen Wall		Color Coat		
	Exterior Kitchen Wall		Plaster		
29	Exterior Laundry Room Wall		Color Coat		
	Exterior Laundry Room Wall		Plaster		
30	Exterior Bedroom #4 Wall		Vapor Barrier		
31	Roof		Asphalt Shingle		
32	Roof		Tar Paper		

Relinquished Received

Leon Environmental Services
C65-21

Residence
5123 Jones St, Mariposa, CA

July 1, 2
XRF Table 1

Reading No	Type	Units	Site	Room	Side	Component	Substrate	Color	Results	PbC
7	PAINT	mg / cm ^2	C65-21	FRONT ROOM	A	WALL	WOOD	WHITE	Negative	0.00
8	PAINT	mg / cm ^2	C65-21	FRONT ROOM	A	WINDOW TRIM	WOOD	WHITE	Negative	0.00
9	PAINT	mg / cm ^2	C65-21	FRONT ROOM	A	WINDOW SILL	WOOD	WHITE	Negative	0.00
10	PAINT	mg / cm ^2	C65-21	FRONT ROOM	A	DOOR	WOOD	VARNISH	Negative	0.00
11	PAINT	mg / cm ^2	C65-21	FRONT ROOM	A	DOOR FRAME	WOOD	WHITE	Negative	0.10
12	PAINT	mg / cm ^2	C65-21	FRONT ROOM	B	WALL	WOOD	WHITE	Negative	0.10
13	PAINT	mg / cm ^2	C65-21	FRONT ROOM	B	DOOR	WOOD	VARNISH	Negative	0.10
14	PAINT	mg / cm ^2	C65-21	FRONT ROOM	B	DOOR FRAME	WOOD	WHITE	Negative	0.10
15	PAINT	mg / cm ^2	C65-21	FRONT ROOM	C	WALL	WOOD	WHITE	Negative	0.00
16	PAINT	mg / cm ^2	C65-21	FRONT ROOM	C	DOOR FRAME	WOOD	WHITE	Negative	0.00
17	PAINT	mg / cm ^2	C65-21	FRONT ROOM	D	WALL	WOOD	WHITE	Negative	-0.10
18	PAINT	mg / cm ^2	C65-21	FRONT ROOM		CEILING	SHEETROCK	BLUE	Negative	0.20
19	PAINT	mg / cm ^2	C65-21	FRONT ROOM		BEAM	WOOD	VARNISH	Negative	-0.10
20	PAINT	mg / cm ^2	C65-21	FRONT ROOM		FLOOR	WOOD	BEIGE	Negative	0.50
21	PAINT	mg / cm ^2	C65-21	BEDROOM 1	A	WINDOW SILL	WOOD	VARNISH	Negative	-0.10
22	PAINT	mg / cm ^2	C65-21	BEDROOM 1	B	WINDOW SILL	WOOD	VARNISH	Negative	-0.10
23	PAINT	mg / cm ^2	C65-21	BEDROOM 1	C	CLOSET WALL	SHEETROCK	BLUE	Negative	0.10
24	PAINT	mg / cm ^2	C65-21	BEDROOM 1	C	SHELF	WOOD	WHITE	Negative	0.00
25	PAINT	mg / cm ^2	C65-21	BEDROOM 1	C	DOOR	WOOD	VARNISH	Negative	0.10
26	PAINT	mg / cm ^2	C65-21	BEDROOM 1	C	DOOR FRAME	WOOD	VARNISH	Negative	0.10
27	PAINT	mg / cm ^2	C65-21	BEDROOM 1		CEILING	SHEETROCK	WHITE	Negative	0.10
28	PAINT	mg / cm ^2	C65-21	BEDROOM 2	A	CLOSET WALL	SHEETROCK	BLUE	Negative	0.10
29	PAINT	mg / cm ^2	C65-21	BEDROOM 2	A	SHELF	WOOD	WHITE	Negative	-0.10
30	PAINT	mg / cm ^2	C65-21	BEDROOM 2	A	DOOR	WOOD	VARNISH	Negative	0.10
31	PAINT	mg / cm ^2	C65-21	BEDROOM 2	A	DOOR FRAME	WOOD	VARNISH	Negative	0.10
32	PAINT	mg / cm ^2	C65-21	BEDROOM 2	B	WINDOW SILL	WOOD	VARNISH	Negative	-0.10
33	PAINT	mg / cm ^2	C65-21	BEDROOM 2	C	WINDOW SILL	WOOD	VARNISH	Negative	-0.10
34	PAINT	mg / cm ^2	C65-21	BEDROOM 2	D	DOOR	WOOD	VARNISH	Negative	0.10
35	PAINT	mg / cm ^2	C65-21	BEDROOM 2	D	DOOR FRAME	WOOD	VARNISH	Negative	-0.30
36	PAINT	mg / cm ^2	C65-21	BEDROOM 2		CEILING	SHEETROCK	BLUE	Negative	0.10
37	PAINT	mg / cm ^2	C65-21	DINING ROOM	A	WALL	WOOD	WHITE	Negative	0.20
38	PAINT	mg / cm ^2	C65-21	DINING ROOM	A	WALL	WOOD	WHITE	Negative	0.10
39	PAINT	mg / cm ^2	C65-21	DINING ROOM	A	DOOR FRAME	WOOD	WHITE	Negative	0.00

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase

40	PAINT	mg / cm ^2	C65-21	DINING ROOM	B	WALL	WOOD	WHITE	Negative	0.20
41	PAINT	mg / cm ^2	C65-21	DINING ROOM	B	DOOR FRAME	WOOD	WHITE	Negative	0.00
42	PAINT	mg / cm ^2	C65-21	DINING ROOM	C	WALL	WOOD	WHITE	Negative	0.10
43	PAINT	mg / cm ^2	C65-21	DINING ROOM	C	DOOR FRAME	WOOD	WHITE	Negative	0.00
44	PAINT	mg / cm ^2	C65-21	DINING ROOM	C	DOOR FRAME	WOOD	WHITE	Negative	0.00
45	PAINT	mg / cm ^2	C65-21	DINING ROOM	C	DOOR FRAME	WOOD	WHITE	Negative	0.30
46	PAINT	mg / cm ^2	C65-21	DINING ROOM	C	WALL	WOOD	WHITE	Negative	0.10
47	PAINT	mg / cm ^2	C65-21	DINING ROOM	D	WALL	WOOD	WHITE	Negative	0.20
48	PAINT	mg / cm ^2	C65-21	DINING ROOM	D	DOOR FRAME	WOOD	WHITE	Positive	1.90
49	PAINT	mg / cm ^2	C65-21	DINING ROOM	D	DOOR FRAME	WOOD	WHITE	Positive	1.60
50	PAINT	mg / cm ^2	C65-21	DINING ROOM		CEILING	SHEETROCK	GREEN	Negative	0.10
51	PAINT	mg / cm ^2	C65-21	DINING ROOM		FLOOR	WOOD	BEIGE	Negative	0.30
52	PAINT	mg / cm ^2	C65-21	BEDROOM 3	A	WALL	SHEETROCK	WHITE	Negative	0.10
53	PAINT	mg / cm ^2	C65-21	BEDROOM 3	B	WALL	SHEETROCK	WHITE	Negative	0.20
54	PAINT	mg / cm ^2	C65-21	BEDROOM 3	B	DOOR FRAME	WOOD	WHITE	Negative	0.20
55	PAINT	mg / cm ^2	C65-21	BEDROOM 3	B	DOOR FRAME	WOOD	WHITE	Positive	6.80
56	PAINT	mg / cm ^2	C65-21	BEDROOM 3	C	WALL	SHEETROCK	WHITE	Negative	0.10
57	PAINT	mg / cm ^2	C65-21	BEDROOM 3	C	DOOR FRAME	WOOD	WHITE	Negative	-0.20
58	PAINT	mg / cm ^2	C65-21	BEDROOM 3	C	DOOR FRAME	WOOD	BLUE	Negative	0.20
59	PAINT	mg / cm ^2	C65-21	BEDROOM 3	D	WALL	WOOD	WHITE	Negative	0.00
60	PAINT	mg / cm ^2	C65-21	BEDROOM 3	D	TRIM	WOOD	WHITE	Negative	0.10
61	PAINT	mg / cm ^2	C65-21	BEDROOM 3	D	WINDOW SILL	WOOD	WHITE	Negative	0.00
62	PAINT	mg / cm ^2	C65-21	BED 3 CLOSET	A	WALL	WOOD	BLUE	Negative	0.20
63	PAINT	mg / cm ^2	C65-21	BED 3 CLOSET	A	DOOR FRAME	WOOD	BLUE	Negative	0.20
64	PAINT	mg / cm ^2	C65-21	BED 3 CLOSET	A	DOOR FRAME	WOOD	BLUE	Negative	0.20
65	PAINT	mg / cm ^2	C65-21	BED 3 CLOSET	B	WALL	WOOD	WHITE	Negative	0.10
66	PAINT	mg / cm ^2	C65-21	BED 3 CLOSET	B	TRIM	WOOD	WHITE	Negative	0.10
67	PAINT	mg / cm ^2	C65-21	BED 3 CLOSET	D	WALL	WOOD	WHITE	Negative	0.00
68	PAINT	mg / cm ^2	C65-21	BED 3 CLOSET	D	WINDOW FRAME	WOOD	WHITE	Negative	0.10
69	PAINT	mg / cm ^2	C65-21	BED 3 CLOSET	D	WINDOW SILL	WOOD	WHITE	Negative	0.30
70	PAINT	mg / cm ^2	C65-21	BED 3 CLOSET	D	WINDOW SASH	WOOD	WHITE	Negative	0.10
71	PAINT	mg / cm ^2	C65-21	BED 3 CLOSET	D	WINDOW FRAME	WOOD	WHITE	Negative	0.30
72	PAINT	mg / cm ^2	C65-21	BEDROOM 3		CEILING	WOOD	WHITE	Positive	6.30
73	PAINT	mg / cm ^2	C65-21	BED 3 CLOSET		CEILING	WOOD	WHITE	Negative	0.10

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74	PAINT	mg / cm ^2	C65-21	BED 3 CLOSET		FLOOR	WOOD	BEIGE	Negative	0.20
75	PAINT	mg / cm ^2	C65-21	BEDROOM 3		FLOOR	WOOD	BEIGE	Negative	0.30
76	PAINT	mg / cm ^2	C65-21	BATHROOM 1	B	DOOR	WOOD	BEIGE	Negative	0.20
77	PAINT	mg / cm ^2	C65-21	BATHROOM 1	B	DOOR FRAME	WOOD	BEIGE	Negative	0.40
78	PAINT	mg / cm ^2	C65-21	BATHROOM 1	B	DOOR FRAME	WOOD	BEIGE	Negative	0.20
79	PAINT	mg / cm ^2	C65-21	BATHROOM 1	B	DOOR FRAME	WOOD	BEIGE	Negative	0.40
80	PAINT	mg / cm ^2	C65-21	BATHROOM 1	B	DOOR FRAME	WOOD	BEIGE	Negative	0.20
81	PAINT	mg / cm ^2	C65-21	KITCHEN	A	WALL	WOOD	WHITE	Negative	-0.10
82	PAINT	mg / cm ^2	C65-21	KITCHEN	A	BASEBOARD	WOOD	WHITE	Negative	-0.10
83	PAINT	mg / cm ^2	C65-21	KITCHEN	A	DOOR FRAME	WOOD	WHITE	Negative	-0.10
84	PAINT	mg / cm ^2	C65-21	KITCHEN	B	WALL	WOOD	WHITE	Negative	-0.10
85	PAINT	mg / cm ^2	C65-21	KITCHEN	B	WINDOW FRAME	WOOD	WHITE	Negative	-0.10
86	PAINT	mg / cm ^2	C65-21	KITCHEN	B	WINDOW SILL	WOOD	WHITE	Negative	-0.10
87	PAINT	mg / cm ^2	C65-21	KITCHEN	C	CABINET	WOOD	WHITE	Negative	0.10
88	PAINT	mg / cm ^2	C65-21	KITCHEN	C	COUNTER	WOOD	BLUE	Negative	0.10
89	PAINT	mg / cm ^2	C65-21	KITCHEN	C	WINDOW FRAME	WOOD	WHITE	Negative	-0.10
90	PAINT	mg / cm ^2	C65-21	KITCHEN	C	WINDOW SILL	WOOD	WHITE	Negative	-0.10
91	PAINT	mg / cm ^2	C65-21	KITCHEN	A	WALL	WOOD	WHITE	Negative	-0.20
92	PAINT	mg / cm ^2	C65-21	KITCHEN	D	TRIM	WOOD	WHITE	Negative	0.00
93	PAINT	mg / cm ^2	C65-21	KITCHEN	D	BASEBOARD	WOOD	WHITE	Negative	0.00
94	PAINT	mg / cm ^2	C65-21	KITCHEN		CEILING	SHEETROCK	WHITE	Negative	0.10
95	PAINT	mg / cm ^2	C65-21	HALLWAY	A	WALL	WOOD	BEIGE	Positive	1.00
96	PAINT	mg / cm ^2	C65-21	HALLWAY	B	DOOR FRAME	WOOD	BEIGE	Negative	0.40
97	PAINT	mg / cm ^2	C65-21	HALLWAY	B	DOOR FRAME	WOOD	BEIGE	Negative	0.60
98	PAINT	mg / cm ^2	C65-21	HALLWAY	B	DOOR FRAME	WOOD	BEIGE	Negative	0.30
99	PAINT	mg / cm ^2	C65-21	HALLWAY		CEILING	SHEETROCK	WHITE	Negative	0.00
100	PAINT	mg / cm ^2	C65-21	BATHROOM 2		CEILING	SHEETROCK	WHITE	Negative	0.20
101	PAINT	mg / cm ^2	C65-21	LAUNDRY ROOM	B	DOOR FRAME	WOOD	VARNISH	Negative	-0.20
102	PAINT	mg / cm ^2	C65-21	LAUNDRY ROOM	C	DOOR	WOOD	VARNISH	Negative	0.10
103	PAINT	mg / cm ^2	C65-21	LAUNDRY ROOM	C	DOOR FRAME	WOOD	VARNISH	Negative	-0.20
104	PAINT	mg / cm ^2	C65-21	LAUNDRY ROOM	C	DOOR FRAME	WOOD	BLUE	Positive	1.20
105	PAINT	mg / cm ^2	C65-21	LAUNDRY ROOM	D	DOOR	WOOD	VARNISH	Negative	0.00
106	PAINT	mg / cm ^2	C65-21	LAUNDRY ROOM	D	DOOR FRAME	WOOD	VARNISH	Negative	-0.10
107	PAINT	mg / cm ^2	C65-21	LAUNDRY ROOM	D	WINDOW FRAME	WOOD	VARNISH	Negative	0.00

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase

108	PAINT	mg / cm ^2	C65-21	LAUNDRY ROOM		CEILING	SHEETROCK	WHITE	Negative	0.10
109	PAINT	mg / cm ^2	C65-21	BEDROOM 4		CEILING	SHEETROCK	WHITE	Negative	0.10
110	PAINT	mg / cm ^2	C65-21	BEDROOM 5	A	WALL	SHEETROCK	BLUE	Negative	0.30
111	PAINT	mg / cm ^2	C65-21	BEDROOM 5	A	DOOR	WOOD	BLUE	Positive	1.80
112	PAINT	mg / cm ^2	C65-21	BEDROOM 5	A	DOOR FRAME	WOOD	BLUE	Negative	0.20
113	PAINT	mg / cm ^2	C65-21	BEDROOM 5	B	WALL	SHEETROCK	BLUE	Negative	0.20
114	PAINT	mg / cm ^2	C65-21	BEDROOM 5	B	BASEBOARD	WOOD	BLUE	Negative	0.20
115	PAINT	mg / cm ^2	C65-21	BEDROOM 5	C	WALL	SHEETROCK	BLUE	Negative	0.30
116	PAINT	mg / cm ^2	C65-21	BEDROOM 5	D	WALL	SHEETROCK	BLUE	Negative	0.20
117	PAINT	mg / cm ^2	C65-21	BEDROOM 5	D	BASEBOARD	WOOD	BLUE	Negative	0.20
118	PAINT	mg / cm ^2	C65-21	BEDROOM 5	D	DOOR	WOOD	BLUE	Positive	5.10
119	PAINT	mg / cm ^2	C65-21	BEDROOM 5	D	DOOR FRAME	WOOD	BLUE	Negative	0.10
120	PAINT	mg / cm ^2	C65-21	BEDROOM 5	D	DOOR FRAME	WOOD	BLUE	Negative	0.10
121	PAINT	mg / cm ^2	C65-21	GARAGE 1	A	DOOR FRAME	WOOD	BROWN	Negative	-0.20
122	PAINT	mg / cm ^2	C65-21	GARAGE 1	B	WALL	WOOD	BLUE	Positive	1.30
123	PAINT	mg / cm ^2	C65-21	GARAGE 1	B	WALL	WOOD	BLUE	Positive	8.60
124	PAINT	mg / cm ^2	C65-21	GARAGE 1	B	WINDOW FRAME	WOOD	BROWN	Negative	0.20
125	PAINT	mg / cm ^2	C65-21	GARAGE 1	B	WINDOW FRAME	WOOD	BLUE	Negative	0.90
126	PAINT	mg / cm ^2	C65-21	GARAGE 1	B	WINDOW FRAME	WOOD	BLUE	Positive	1.10
127	PAINT	mg / cm ^2	C65-21	GARAGE 1	B	WINDOW SASH	WOOD	BROWN	Negative	0.50
128	PAINT	mg / cm ^2	C65-21	GARAGE 1	B	WINDOW SILL	WOOD	BLUE	Positive	1.30
129	PAINT	mg / cm ^2	C65-21	GARAGE 1	B	DOOR FRAME	WOOD	BLUE	Negative	-0.20
130	PAINT	mg / cm ^2	C65-21	GARAGE 1	B	DOOR FRAME	WOOD	BLUE	Negative	-0.10
131	PAINT	mg / cm ^2	C65-21	GARAGE 1	C	WALL	WOOD	BLUE	Negative	0.30
132	PAINT	mg / cm ^2	C65-21	GARAGE 1	C	DOOR FRAME	WOOD	BLUE	Negative	0.20
133	PAINT	mg / cm ^2	C65-21	GARAGE 2	A	WALL	WOOD	WHITE	Negative	0.10
134	PAINT	mg / cm ^2	C65-21	GARAGE 2	B	WALL	SHEETROCK	WHITE	Negative	0.10
135	PAINT	mg / cm ^2	C65-21	GARAGE 2	C	WALL	WOOD	WHITE	Negative	0.10
136	PAINT	mg / cm ^2	C65-21	GARAGE 2	D	WALL	WOOD	WHITE	Negative	-0.20
137	PAINT	mg / cm ^2	C65-21	EXTERIOR	A	WALL	WOOD	WHITE	Positive	8.90
138	PAINT	mg / cm ^2	C65-21	EXTERIOR	A	DOOR FRAME	WOOD	BROWN	Negative	0.70
139	PAINT	mg / cm ^2	C65-21	EXTERIOR	A	WINDOW FRAME	WOOD	BROWN	Negative	0.30
140	PAINT	mg / cm ^2	C65-21	EXTERIOR	A	EAVE	WOOD	WHITE	Positive	1.30
141	PAINT	mg / cm ^2	C65-21	EXTERIOR	A	DECK	WOOD	BROWN	Negative	0.00

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase

142	PAINT	mg / cm ^2	C65-21	EXTERIOR	A	GUARD RAIL	WOOD	BROWN	Negative	-0.10
143	PAINT	mg / cm ^2	C65-21	EXTERIOR	A	GUARD RAIL	METAL	WHITE	Negative	0.20
144	PAINT	mg / cm ^2	C65-21	EXTERIOR	A	COLUMN	WOOD	BROWN	Positive	8.50
145	PAINT	mg / cm ^2	C65-21	EXTERIOR	A	HAND RAIL	METAL	RED	Negative	0.40
146	PAINT	mg / cm ^2	C65-21	EXTERIOR	A	FASCIA	WOOD	BROWN	Negative	0.40
147	PAINT	mg / cm ^2	C65-21	EXTERIOR	A	FASCIA	WOOD	WHITE	Negative	0.40
148	PAINT	mg / cm ^2	C65-21	EXTERIOR	A	BEAM	WOOD	BROWN	Negative	0.10
149	PAINT	mg / cm ^2	C65-21	EXTERIOR	A	WALL B	WOOD	WHITE	Positive	1.30
150	PAINT	mg / cm ^2	C65-21	EXTERIOR	A	WALL B	WOOD	WHITE	Negative	0.50
151	PAINT	mg / cm ^2	C65-21	EXTERIOR	A	WALL B	WOOD	WHITE	Negative	0.60
152	PAINT	mg / cm ^2	C65-21	EXTERIOR	A	WALL B	WOOD	WHITE	Negative	0.10
153	PAINT	mg / cm ^2	C65-21	EXTERIOR	A	WALL D	WOOD	WHITE	Negative	0.10
154	PAINT	mg / cm ^2	C65-21	EXTERIOR	D	WALL	WOOD	WHITE	Negative	0.10
155	PAINT	mg / cm ^2	C65-21	EXTERIOR	B	WALL A	WOOD	WHITE	Positive	1.90
156	PAINT	mg / cm ^2	C65-21	EXTERIOR	B	WALL	PLASTER	BLUE	Negative	0.50
157	PAINT	mg / cm ^2	C65-21	EXTERIOR	B	WALL	WOOD	WHITE	Negative	0.00
158	PAINT	mg / cm ^2	C65-21	EXTERIOR	B	WINDOW FRAME	WOOD	BROWN	Negative	0.00
159	PAINT	mg / cm ^2	C65-21	EXTERIOR	B	WALL C	WOOD	BLUE	Positive	1.40
160	PAINT	mg / cm ^2	C65-21	EXTERIOR	B	EAVE	WOOD	BROWN	Negative	-0.10
161	PAINT	mg / cm ^2	C65-21	EXTERIOR	B	EAVE	WOOD	BROWN	Negative	-0.10
162	PAINT	mg / cm ^2	C65-21	EXTERIOR	B	EAVE	WOOD	BROWN	Negative	0.60
163	PAINT	mg / cm ^2	C65-21	GARAGE 1	C	WALL	WOOD	BLUE	Negative	0.50
164	PAINT	mg / cm ^2	C65-21	GARAGE 1	B	WALL	PLASTER	BLUE	Negative	0.50
165	PAINT	mg / cm ^2	C65-21	EXTERIOR	C	WALL	WOOD	BLUE	Negative	0.80
166	PAINT	mg / cm ^2	C65-21	EXTERIOR	C	WALL	WOOD	BLUE	Negative	0.40
167	PAINT	mg / cm ^2	C65-21	EXTERIOR	C	WALL	WOOD	BLUE	Negative	0.30
168	PAINT	mg / cm ^2	C65-21	EXTERIOR	C	WALL	WOOD	BLUE	Negative	0.50

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase

Mariposa County

DALLIN KIMBLE
County Administrative Officer

Post Office Box 784
Mariposa, CA 95338
(209) 742-1214
dkimble@mariposacounty.org
www.mariposacounty.org

June 7, 2021

Tolley Gorham
5075 Highway 140
Mariposa, Ca 95338

Dear Mr. Gorham,

Thank you for showing the property at 5123 Jones Street to County staff last Friday. We are excited about the potential for this property and appreciate the sellers' willingness to work with us. This letter is to affirm Mariposa County's interest in this property and, in the spirit of transparency, outline the County's intentions, requests and state-mandated timeline for completion of this transaction.

The County intends to acquire the property on Jones Street for transitional housing that will support families in our community in their greatest hour of need. We understand that the property is being sold "as is". At our own expense, we intend to complete an appraisal, a home inspection and a pest inspection during the escrow period. We also intend to represent ourselves in the transaction.

We are agreeable to providing a deposit as requested. This deposit should be noted as refundable should any of the inspections result in the cancellation of the agreement per C.A.R. Form RPA-CA, Revised 12/18 for 5123 Jones St. Mariposa California Section 11B, or until all contingencies are cleared.

The timeline for the County to complete a real estate acquisition is established in California Government Code. Noticing and similar requirements create a process that takes a minimum of 47 days. Accordingly, we propose a 60-day escrow. Within that period, and assuming no major concerns arise through our due diligence process, our intention would be to seek the approval of the Board of Supervisors to remove all contingencies on July 27, 2021.

As stated, Mariposa County is very interested in this property and very appreciative of the sellers' interest in contributing to the social fabric of our community. Please let me know if you have any questions.

Sincerely,

Jay Dallin Kimble

Attachment: 5123 Jones St. Contract_CAO signed (2) (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

CALIFORNIA ASSOCIATION OF REALTORS®

FAIR HOUSING & DISCRIMINATION ADVISORY

(C.A.R. Form FHDA, 10/20)

1. **EQUAL ACCESS TO HOUSING FOR ALL:** All housing in California is available to all persons. Discrimination as noted below is prohibited by law. Resources are available for those who have experienced unequal treatment under the law.
2. **FEDERAL AND STATE LAWS PROHIBIT DISCRIMINATION AGAINST IDENTIFIED PROTECTED CLASSES:**
   - **A.** FEDERAL FAIR HOUSING ACT ("FHA") Title VIII of the Civil Rights Act; 42 U.S.C. §§ 3601-3619; Prohibits discrimination in sales, rental or financing of residential housing against persons in protected classes;
   - **B.** CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT ("FEHA") California Government Code ("GC") §§12900-12996,12955; 2 California Code of Regulations ("CCR") §§12005-12271; Prohibits discrimination in sales, rental or financing of housing opportunity against persons in protected classes by providers of housing accommodation and financial assistance services as related to housing;
   - **C.** CALIFORNIA UNRUH CIVIL RIGHTS ACT ("Unruh") California Civil Code ("CC") §51; Prohibits business establishments from discriminating against, and requires full and equal accommodation, advantages, facilities, privileges, and services to persons in protected classes;
   - **D.** AMERICANS WITH DISABILITIES ACT ("ADA") 42 U.S.C. §§12181-12189; Title III of the ADA prohibits discrimination based on disability in public accommodations; and
   - **E.** OTHER FAIR HOUSING LAWS: Section 504 of Rehabilitation Act of 1973 29 U.S.C. §794; Ralph Civil Rights Act CC §51.7.; California Disabled Persons Act; CC §§54-55.32; any local city or county fair housing ordinances, as applicable.
3. **POTENTIAL LEGAL REMEDIES FOR UNLAWFUL DISCRIMINATION: Violations of fair housing laws may result in monetary civil fines, injunctive relief, compensatory and/or punitive damages, and attorney fees and costs.**
4. **PROTECTED CLASSES/CHARACTERISTICS:** Whether specified in Federal or State law or both, discrimination against persons if based on that person's belonging to, association with, or perceived membership to, any of the following classes or categories is prohibited.

Race	Color	Ancestry	National Origin	Religion
Sex	Sexual Orientation	Gender	Gender Identity	Gender Expression
Marital Status	Familial Status (family with a child or children under 18)	Source of Income (e.g., Section 8 Voucher)	Disability (Mental & Physical)	Medical Condition
Citizenship	Primary Language	Immigration Status	Military/Veteran Status	Age
Criminal History (non-relevant convictions)		Any arbitrary characteristic		

5. **THE CALIFORNIA DEPARTMENT OF REAL ESTATE REQUIRES TRAINING AND SUPERVISION TO PREVENT HOUSING DISCRIMINATION BY REAL ESTATE LICENSEES:**
   - **A.** California Business & Professions Code ("B&PC") §10170.5(a)(4) requires 3 hours of training on fair housing for DRE license renewal; Real Estate Regulation §2725(f) requires brokers who oversee salespersons to be familiar with the requirements of federal and state laws relating to the prohibition of discrimination.
   - **B.** Violation of DRE regulations or real estate laws against housing discrimination by a real estate licensee may result in the loss or suspension of the licensee's real estate license. B&PC §10177(l)(1); 10 CCR §2780
6. **REALTOR® ORGANIZATIONS PROHIBIT DISCRIMINATION**: NAR Code of Ethics Article 10 prohibits discrimination in employment practices or in rendering real estate license services against any person because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity by REALTORS®.
7. **WHO IS REQUIRED TO COMPLY WITH FAIR HOUSING LAWS?**
   Below is a non-exclusive list of providers of housing accommodations or financial assistance services as related to housing who are most likely to be encountered in a housing transaction and who must comply with fair housing laws.
   - Sellers
   - Real estate licensees
   - Mobilehome parks
   - Insurance companies
   - Landlords
   - Real estate brokerage firms
   - Homeowners Associations ("HOAs");
   - Government housing services
   - Sublessors
   - Property managers
   - Banks and Mortgage lenders
8. **EXAMPLES OF CONDUCT THAT MAY NOT BE MOTIVATED BY DISCRIMINATORY INTENT BUT COULD HAVE A DISCRIMINATORY EFFECT:**
   - **A.** Prior to acceptance of an offer, asking for or offering buyer personal information or letters from the buyer, especially with photos. Those types of documents may inadvertently reveal, or be perceived as revealing, protected status information thereby increasing the risk of **(i)** actual or unconscious bias, and **(ii)** potential legal claims against sellers and others by prospective buyers whose offers were rejected.
   - **B.** Refusing to rent **(i)** an upper level unit to an elderly tenant out of concern for the tenant's ability to navigate stairs or **(ii)** a house with a pool to a person with young children out of concern for the children's safety.
9. **EXAMPLES OF UNLAWFUL OR IMPROPER CONDUCT BASED ON A PROTECTED CLASS OR CHARACTERISTIC:**
   - **A.** Refusing to negotiate for a sale, rental or financing or otherwise make a housing opportunity unavailable; failing to present offers due to a person's protected status;
   - **B.** Refusing or failing to show, rent, sell or finance housing; "channeling" or "steering" a prospective buyer or tenant to or away from a particular area due to that person's protected status or because of the racial, religious or ethnic composition of the neighborhood;
   - **C.** "Blockbusting" or causing "panic selling" by inducing a listing, sale or rental based on the grounds of loss of value of property, increase in crime, or decline in school quality due to the entry or prospective entry of people in protected categories into the neighborhood;
   - **D.** Making any statement or advertisement that indicates any preference, limitation, or discrimination;

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EQUAL HOUSING OPPORTUNITY

Attachment: 5123 Jones St. Contract_CAO signed (2) (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

E. Inquiring about protected characteristics (such as asking tenant applicants if they are married, or prospective purchasers if they have children or are planning to start a family);
F. Using criminal history information before otherwise affirming eligibility, and without a legally sufficient justification;
G. Failing to assess financial standards based on the portion of the income responsible by a tenant who receives government subsidies (such as basing an otherwise neutral rent to income ratio on the whole rent rather than just the part of rent that is the tenant's responsibility);
H. Denying a home loan or homeowner's insurance;
I. Offering inferior terms, conditions, privileges, facilities or services;
J. Using different qualification criteria or procedures for sale or rental of housing such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements;
K. Harassing a person;
L. Taking an adverse action based on protected characteristics;
M. Refusing to permit a reasonable modification to the premises, as requested by a person with a disability (such as refusing to allow a wheel chair bound tenant to install, at their expense, a ramp over front or rear steps, or refusing to allow a physically disabled tenant from installing, at their own expense, grab bars in a shower or bathtub);
N. Refusing to make reasonable accommodation in policies, rules, practices, or services for a person with a disability (such as the following, if an actual or prospective tenant with a disability has a service animal or support animal):
(i) Failing to allow that person to keep the service animal or emotional support animal in rental property,
(ii) Charging that person higher rent or increased security deposit, or
(iii) Failing to show rental or sale property to that person who is accompanied by the service animal or support animal, and;
O. Retaliating for asserting rights under fair housing laws.

10. **EXAMPLES OF POSITIVE PRACTICES:**
A. Real estate licensees working with buyers or tenants should apply the same objective property selection criteria, such as location/neighborhood, property features, and price range and other considerations, to all prospects.
B. Real estate licensees should provide complete and objective information to all clients based on the client's selection criteria.
C. Real estate licensees should provide the same professional courtesy in responding to inquiries, sharing of information and offers of assistance to all clients and prospects.
D. Housing providers should not make any statement or advertisement that directly or indirectly implies preference, limitation, or discrimination regarding any protected characteristic (such as "no children" or "English-speakers only").
E. Housing providers should use a selection process relying on objective information about a prospective buyer's offer or tenant's application and not seek any information that may disclose any protected characteristics (such as using a summary document, e.g. C.A.R. Form SUM-MO, to compare multiple offers on objective terms).

11. **FAIR HOUSING RESOURCES**: If you have questions about your obligations or rights under the Fair Housing laws, or you think you have been discriminated against, you may want to contact one or more of the sources listed below to discuss what you can do about it, and whether the resource is able to assist you.
A. Federal: **https://www.hud.gov/program_offices/fair_housing_equal_opp**
B. State: **https://www.dfeh.ca.gov/housing/**
C. Local: local Fair Housing Council office (non-profit, free service)
D. DRE: **https://www.dre.ca.gov/Consumers/FileComplaint.html**
E. Local Association of REALTORS®. List available at: **https://www.car.org/en/contactus/rosters/localassociationroster**.
F. Any qualified California fair housing attorney, or if applicable, landlord-tenant attorney.

12. **LIMITED EXCEPTIONS TO FAIR HOUSING REQUIREMENTS: No person should rely on any exception below without first seeking legal advice about whether the exception applies to their situation. Real estate licensees are not qualified to provide advice on the application of these exceptions.**
A. Legally compliant senior housing is exempt from FHA, FEHA and Unruh as related to age or familial status only;
B. An owner of a single-family residence who resides at the property with one lodger may be exempt from FEHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental;
C. An owner of a single-family residence may be exempt from FHA for sale or rental purposes, PROVIDED **(i) no real estate licensee is involved** in the sale or rental and **(ii)** no discriminatory advertising is used, and **(iii)** the owner owns no more than three single-family residences. Other restrictions apply;
D. An owner of residential property with one to four units who resides at the property, may be exempt from FHA for rental purposes, PROVIDED **no real estate licensee is involved** in the rental; and
E. Both FHA and FEHA do not apply to roommate situations. See, *Fair Housing Council v Roommate.com LLC*, 666 F.3d 1216 (2019).
F. Since both the 14th Amendment of the U.S. Constitution and the Civil Rights Act of 1866 prohibit discrimination based on race; the FHA and FEHA exemptions do not extend to discrimination based on race.

Buyer/Tenant and Seller/Landlord have read, understand and acknowledge receipt of a copy of this Fair Housing & Discrimination Advisory.

Buyer/Tenant _____ County of Mariposa Date 6/8/2021

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Gerald Fleming Date _____

Seller/Landlord _____ James Fleming Date _____

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APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

EQUAL HOUSING OPPORTUNITY

Attachment: 5123 Jones St. Contract_CAO signed (2) (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

CALIFORNIA ASSOCIATION OF REALTORS®

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFER ADVISORY

(C.A.R. Form WFA, Revised 12/17)

Property Address: *5123 Jones St, Mariposa, CA 95338* ("Property").

WIRE FRAUD AND ELECTRONIC FUNDS TRANSFERS ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring or electronically transferring funds is a welcome convenience, we all need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring or funds transfer instructions. In those cases, the victim called the number provided to confirm the instructions, and then unwittingly authorized a transfer to somewhere or someone other than the intended recipient.

ACCORDINGLY, YOU ARE ADVISED:

1. **Obtain phone numbers and account numbers only from Escrow Officers, Property Managers, or Landlords at the beginning of the transaction.**
2. **DO NOT EVER WIRE OR ELECTRONICALLY TRANSFER FUNDS PRIOR TO CALLING TO CONFIRM THE TRANSFER INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number or account number included in any emailed transfer instructions.**
3. **Orally confirm the transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.**
4. **Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer, Property Manager, or Landlord.**
5. **Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.**

If you believe you have received questionable or suspicious wire or funds transfer instructions, immediately notify your bank, and the other party, and the Escrow Office, Landlord, or Property Manager. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: https://www.fbi.gov/; the FBI's IC3 at www.ic3.gov; or 310-477-6565

National White Collar Crime Center: http://www.nw3c.org/

On Guard Online: https://www.onguardonline.gov/

NOTE: There are existing alternatives to electronic and wired fund transfers such as cashier's checks. By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud and Electronic Funds Transfer Advisory.

Buyer/Tenant X _____ *County of Mariposa* Date *6/8/2021*

Buyer/Tenant _____ Date _____

Seller/Landlord X _____ *Gerald Fleming* Date _____

Seller/Landlord X _____ *James Fleming* Date _____

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APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

EQUAL HOUSING OPPORTUNITY

Mariposa Properties, P. O. Box 1171 Mariposa CA 95338 Phone: 2097426000 Fax: 209-751-4570 5123 Jones St
Tolley Gorham
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

Attachment: 5123 Jones St. Contract_CAO signed (2) (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

CALIFORNIA ASSOCIATION OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, Revised 12/18)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the buyer's or seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the seller's willingness to accept a price less than the listing price or the buyer's willingness to pay a price greater than the price offered; and except as set forth above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the Property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____ Gerald Fleming Date _____
Seller _____ James Fleming Date _____
Buyer _____ County of Mariposa Date 6/8/2021
Buyer _____ Date _____

Buyer's Brokerage Firm Mariposa Properties DRE Lic # 01413505 Date 06/04/2021
By _____ DRE Lic # 01413505 Date _____
Tolley Gorham

Seller's Brokerage Firm Mariposa Properties DRE Lic # 01413505 Date 06/04/2021
By _____ DRE Lic # 01413505 Date _____
Tolley Gorham

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CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form RPA-CA, Revised 12/18)

Date Prepared: 06/07/2021

1. OFFER:

A. THIS IS AN OFFER FROM County of Mariposa ("Buyer").

B. THE REAL PROPERTY to be acquired is 5123 Jones St, Mariposa, CA 95338, situated in Mariposa (City), Mariposa (County), California, 95338 (Zip Code), Assessor's Parcel No. 013-112-003 ("Property").

C. THE PURCHASE PRICE offered is Two Hundred Fifty Thousand Dollars $ 250,000.00.

D. CLOSE OF ESCROW shall occur on ☐ _____ (date)(or ☒ 60 **Days** After Acceptance).

E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

A. DISCLOSURE: The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).

B. CONFIRMATION: The following agency relationships are confirmed for this transaction:

Seller's Brokerage Firm Mariposa Properties License Number 01413505
Is the broker of (check one): ☐ the seller; or ☒ both the buyer and seller. (dual agent)
Seller's Agent Tolley Gorham License Number 01413505
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate) ☒ both the Buyer's and Seller's Agent. (dual agent)

Buyer's Brokerage Firm Mariposa Properties License Number 01413505
Is the broker of (check one): ☐ the buyer; or ☒ both the buyer and seller. (dual agent)
Buyer's Agent Tolley Gorham License Number 01413505
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate) ☒ both the Buyer's and Seller's Agent. (dual agent)

C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

A. INITIAL DEPOSIT: Deposit shall be in the amount of ..... $ 10,000.00

(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other _____ within 3 business days after Acceptance (or _____);

OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within **3** business days after Acceptance (or _____). Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of ..... $ _____ within ____ **Days** After Acceptance (or _____). If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

C. ☒ **ALL CASH OFFER:** No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within **3 (or** _____ **) Days** After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

(1) FIRST LOAN: in the amount of ..... $ _____
This loan will be conventional financing **OR** ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

(2) ☐ **SECOND LOAN** in the amount of ..... $ _____
This loan will be conventional financing **OR** ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.

(3) FHA/VA: For any FHA or VA loan specified in 3D(1), Buyer has **17 (or** _____ **) Days** After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHA/VA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

E. ADDITIONAL FINANCING TERMS: This purchase is contingent upon approval by the Mariposa County Board of Supervisors.

F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of ..... $ 240,000.00
to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. PURCHASE PRICE (TOTAL): ..... $ 250,000.00

Buyer's Initials X(MK) (_____) Seller's Initials X(_____)X(_____)

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Attachment: 5123 Jones St. Contract_CAO signed (2) (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Property Address: 5123 Jones St, Mariposa, CA 95338 Date: June 7, 2021

H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within **3 (or** 10 **) Days** After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (**or** ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within **17 (or** 30 **) Days** After Acceptance.

J. LOAN TERMS:

(1) LOAN APPLICATIONS: Within **3 (or** ___ **) Days** After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above **is a contingency** of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs **are not contingencies** of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

Within **21 (or** ____ **) Days** After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) ☐ NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

4. SALE OF BUYER'S PROPERTY:

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.

OR B. ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5. ADDENDA AND ADVISORIES:

A. ADDENDA:

☐ Addendum # (C.A.R. Form ADM)	
☐ Back Up Offer Addendum (C.A.R. Form BUO)	☐ Court Confirmation Addendum (C.A.R. Form CCA)
☐ Septic, Well and Property Monument Addendum (C.A.R. Form SWPI)	
☐ Short Sale Addendum (C.A.R. Form SSA)	☐ Other

B. BUYER AND SELLER ADVISORIES:

☒ Buyer's Inspection Advisory (C.A.R. Form BIA)	
☐ Probate Advisory (C.A.R. Form PA)	☐ Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)
☐ Trust Advisory (C.A.R. Form TA)	☐ REO Advisory (C.A.R. Form REO)
☐ Short Sale Information and Advisory (C.A.R. Form SSIA)	☐ Other

6. OTHER TERMS: *Property is being sold as-is. Seller will not participate in any costs for inspections or repairs. Buyer will conduct tests and inspections so as to ensure the property meets buyer's needs.*

7. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it **does not determine who is to pay for any work recommended or identified in the Report.**

(1) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax ☐ environmental ☐ Other: _____ prepared by *NHD Reports*.

(2) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____.

(3) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____.

B. GOVERNMENT REQUIREMENTS AND RETROFIT:

(1) ☐ Buyer ☒ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local law, unless Seller is exempt.

Attachment: 5123 Jones St. Contract_CAO signed (2) (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

(2) (i) [X] Buyer [ ] Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
(ii) [X] Buyer [ ] Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
(iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:
(1) (a) [X] Buyer [ ] Seller shall pay escrow fee _____.
(b) Escrow Holder shall be _____.
(c) The Parties shall, within **5 (or ___) Days** After receipt, sign and return Escrow Holder's general provisions.
(2) (a) [X] Buyer [ ] Seller shall pay for **owner's** title insurance policy specified in paragraph 13E _____.
(b) Owner's title policy to be issued by _____.
(Buyer shall pay for any title insurance policy insuring Buyer's **lender**, unless otherwise agreed in writing.)

D. OTHER COSTS:
(1) [ ] Buyer [X] Seller shall pay County transfer tax or fee _____.
(2) [ ] Buyer [ ] Seller shall pay City transfer tax or fee _____.
(3) [ ] Buyer [ ] Seller shall pay Homeowners' Association ("HOA") transfer fee _____.
(4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
(5) [ ] Buyer [ ] Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
(6) Buyer to pay for any HOA certification fee.
(7) [ ] Buyer [ ] Seller shall pay for any private transfer fee _____.
(8) [X] Buyer [ ] Seller shall pay for *Home Inspection* _____.
(9) [X] Buyer [ ] Seller shall pay for *Appraisal* _____.
(10) [ ] Buyer [ ] Seller shall pay for the cost, not to exceed $ _____, of a standard (or [ ] upgraded) one-year home warranty plan, issued by _____, with the following optional coverages: [ ] Air Conditioner [ ] Pool/Spa [ ] Other: _____.
Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.
OR [ ] **Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.**

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:
A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are **not** included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.
B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,
(1) All EXISTING fixtures and fittings that are attached to the Property;
(2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: [ ] all stove(s), except _____; [ ] all refrigerator(s) except _____; [ ] all washer(s) and dryer(s), except _____;
(3) The following additional items: _____.
(4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are ([ ] are NOT) included in the sale.
(5) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
(6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and _____, and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) *Tools and equipment stored by seller on property.* _____. **Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or [ ] will be removed and holes or other damage shall be repaired, but not painted).**

9. CLOSING AND POSSESSION:
A. Buyer intends (or [X] does not intend) to occupy the Property as Buyer's primary residence.
B. Seller-occupied or vacant property: Possession shall be delivered to Buyer: (i) at 6 PM or (*3:00* [ ] AM/ [X] PM) on the date of Close Of Escrow; (ii) [ ] no later than ___ calendar days after Close Of Escrow; or (iii) [ ] at ____ [ ] AM/ [ ] PM on _____.

Buyer's Initials X( ) ( ) Seller's Initials X( ) X( )

Attachment: 5123 Jones St. Contract_CAO signed (2) (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

C. **Seller remaining in possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, ☐ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.

D. **Tenant-occupied property: Property shall be vacant** at least **5 (or ___) Days** Prior to Close Of Escrow, unless otherwise agreed in writing. **Note to Seller: If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.**

OR ☐ **Tenant to remain in possession** (C.A.R. Form TIP).

E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.

F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

A. **(1)** Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and **(ii)** unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).

(2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Seller's Agent, if any, has completed and signed the Seller's Brokerage Firm section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Brokerage Firm, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Brokerage Firm.

(3) Note to Buyer and Seller: Waiver of Statutory and Lead Disclosures is prohibited by Law.

(4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).

(5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.

(6) In the event Seller or Seller's Brokerage Firm, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies** of which Buyer is otherwise aware, or which are **disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**

(7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within **3 Days** After Delivery in person, or **5 Days** After Delivery by deposit in the mail, or by an electronic record satisfying the Uniform Electronic Transactions Act (UETA), by giving written notice of cancellation to Seller or Seller's agent.

B. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: **(i)** Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; **(ii)** disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and **(iii)** disclose any other zone as required by Law and provide any other information required for those zones.

C. **WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

D. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov.** Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

E. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at **http://www.npms.phmsa.dot.gov/.** To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

F. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

(1) SELLER HAS: 7 (or ___) Days After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Attachment: 5123 Jones St. Contract_CAO signed (2) (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has **3 (or ___) Days** After Acceptance to request from the HOA (C.A.R. Form HOA1): **(i)** Copies of any documents required by Law; **(ii)** disclosure of any pending or anticipated claim or litigation by or against the HOA; **(iii)** a statement containing the location and number of designated parking and storage spaces; **(iv)** Copies of the most recent 12 months of HOA minutes for regular and special meetings; and **(v)** the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). **(vi)** private transfer fees; **(vii)** Pet fee restrictions; and **(viii)** smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. CONDITION OF PROPERTY: Unless otherwise agreed in writing: **(i)** the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; **(ii)** the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and **(iii)** all debris and personal property not included in the sale shall be removed by Close Of Escrow.

A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.

B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.

C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.

12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: **(i)** a general physical inspection; **(ii)** an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); **(iii)** inspect for lead-based paint and other lead-based paint hazards; **(iv)** satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); **(v)** review the registered sex offender database; **(vi)** confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and **(vii)** review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.

B. Seller shall make the Property available for all Buyer Investigations. Buyer shall **(i)** as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and **(ii)** give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.

C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.

D. Buyer indemnity and seller protection for entry upon property: Buyer shall: **(i)** keep the Property free and clear of liens; **(ii)** repair all damage arising from Buyer Investigations; and **(iii)** indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. TITLE AND VESTING:

A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.

B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: **(i)** monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and **(ii)** those matters which Seller has agreed to remove in writing.

C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.

D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.

Attachment: 5123 Jones St. Contract_CAO signed (2) (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Property Address: 5123 Jones St, Mariposa, CA 95338 Date: June 7, 2021

14. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).

A. SELLER HAS: 7 (or 10) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A. If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.

B. (1) BUYER HAS: 17 (or 47) Days After Acceptance, unless otherwise agreed in writing, to:

(i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and **(ii)** Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.

(2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.

(3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has **5 (or ___) Days** After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.

(4) Continuation of Contingency: Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).

(5) Access to Property: Buyer shall have access to the Property to conduct inspections and investigations for **17 (or ____) Days** After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.

C. ☐ REMOVAL OF CONTINGENCIES WITH OFFER: Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.

D. SELLER RIGHT TO CANCEL:

(1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

(2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): **(i)** Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; **(ii)** Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); **(iii)** Deliver a letter as required by paragraph 3J(1); **(iv)** Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; **(v)** In writing assume or accept leases or liens specified in 8B5; **(vi)** Return Statutory and Lead Disclosures as required by paragraph 10A(5); or **(vii)** Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or **(viii)** Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

E. NOTICE TO BUYER OR SELLER TO PERFORM: The NBP or NSP shall: **(i)** be in writing; **(ii)** be signed by the applicable Buyer or Seller; and **(iii)** give the other Party at least **2 (or ___) Days** After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.

F. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES: If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: **(i)** completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; **(ii)** elected to proceed with the transaction; and **(iii)** assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

G. CLOSE OF ESCROW: Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: **(i)** be signed by the applicable Buyer or Seller; and **(ii)** give the other Party at least **3 (or _____) Days** After Delivery to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.

H. EFFECT OF CANCELLATION ON DEPOSITS: If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursal of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to $1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**

Buyer's Initials X( ) ( ) Seller's Initials X( ) X( )

Attachment: 5123 Jones St. Contract_CAO signed (2) (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

15. **FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within **5 (or ___) Days** Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: **(i)** the Property is maintained pursuant to paragraph 11; **(ii)** Repairs have been completed as agreed; and **(iii)** Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
16. **REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: **(i)** obtain invoices and paid receipts for Repairs performed by others; **(ii)** prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and **(iii)** provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
17. **PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: **(i)** for periods after Close Of Escrow, by Buyer; and **(ii)** for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.
18. **BROKERS:**
    A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
    B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: **(i)** Does not decide what price Buyer should pay or Seller should accept; **(ii)** Does not guarantee the condition of the Property; **(iii)** Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; **(iv)** Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; **(v)** Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; **(vi)** Shall not be responsible for inspecting public records or permits concerning the title or use of Property; **(vii)** Shall not be responsible for identifying the location of boundary lines or other items affecting title; **(viii)** Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; **(ix)** Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; **(x)** Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and **(xi)** Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
19. **REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within **3 Days** After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
20. **JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
    A. **The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder,** which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within **3 (or ___) Days,** shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.
    B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within **3 Days** After Acceptance (or _____). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

Attachment: 5123 Jones St. Contract_CAO signed (2) (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.

E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.

B. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).

Buyer's Initials ____ / ____ Seller's Initials ____ / ____

22. DISPUTE RESOLUTION:

A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers (**www.consumermediation.org**) or through any other mediation provider or service mutually agreed to by the Parties. The Parties **also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker.** Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. **Exclusions from this mediation agreement are specified in paragraph 22C.**

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials ____ / ____ Seller's Initials ____ / ____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

(1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials X(____) (____) Seller's Initials X(____) X(____)

Attachment: 5123 Jones St. Contract_CAO signed (2) (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Property Address: 5123 Jones St, Mariposa, CA 95338 Date: June 7, 2021

(2) **PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.**

(3) **BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.**

23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOAA).
27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
28. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
29. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
30. **DEFINITIONS:** As used in this Agreement:
    A. **"Acceptance"** means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
    B. **"Agreement"** means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
    C. **"C.A.R. Form"** means the most current version of the specific form referenced or another comparable form agreed to by the parties.
    D. **"Close Of Escrow"**, including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
    E. **"Copy"** means copy by any means including photocopy, NCR, facsimile and electronic.
    F. **"Days"** means calendar days. However, after Acceptance, the last **Day** for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
    G. **"Days After"** means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
    H. **"Days Prior"** means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
    I. **"Deliver", "Delivered"** or **"Delivery"**, unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
    J. **"Electronic Copy" or "Electronic Signature"** means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
    K. **"Law"** means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
    L. **"Repairs"** means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
    M. **"Signed"** means either a handwritten or electronic signature on an original document, Copy or any counterpart.
31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by Seller's agent, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ☐ _____ ☐ AM/ ☐ PM, on _____(date)).

☒ One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 6/8/2021 BUYER _____ APPROVED AS TO FORM:

(Print name) County of Mariposa – Jay D Kimble (CAO)

Date _____ BUYER _____

(Print name) _____ STEVEN W. DAHLEM COUNTY COUNSEL

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Seller's Initials X(_____)X(_____)

Attachment: 5123 Jones St. Contract_CAO signed (2) (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Property Address: 5123 Jones St, Mariposa, CA 95338 Date: June 7, 2021

32. **ACCEPTANCE OF OFFER:** Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer, and agrees to sell the Property on the above terms and conditions. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

☐ (If checked) SELLER'S ACCEPTANCE IS **SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:** _____.

☐ One or more Sellers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-S) for additional terms.

Date _____ SELLER _____

(Print name) Gerald Fleming

Date _____ SELLER _____

(Print name) James Fleming

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

(_____ / _____) (Initials) **(Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE:** A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) _____ at _____ ☐ AM/ ☐ PM. **A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.**

REAL ESTATE BROKERS:

A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.

B. Agency relationships are confirmed as stated in paragraph 2.

C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.

D. COOPERATING (BUYER'S) BROKER COMPENSATION: Seller's Broker agrees to pay Buyer's Broker and Buyer's Broker agrees to accept, out of Seller's Broker's proceeds in escrow, the amount specified in the MLS, provided Buyer's Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Seller's Broker and Buyer's Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

E. PRESENTATION OF OFFER: Pursuant to Standard of Practice 1-7, if Buyer's Broker makes a written request, Seller's Broker shall confirm in writing that this offer has been presented to Seller.

Buyer's Brokerage Firm Mariposa Properties DRE Lic. # 01413505

By Tolley Gorham DRE Lic. # 01413505 Date _____

By _____ DRE Lic. # _____ Date _____

Address P. O. Box 1171 City Mariposa State CA Zip _____

Telephone (209)777-8438 Fax _____ E-mail tolley@mariposaproperties.com

Seller's Brokerage Firm Mariposa Properties DRE Lic. # 01413505

By Tolley Gorham DRE Lic. # 01413505 Date _____

By _____ DRE Lic. # _____ Date _____

Address P. O. Box 1171 City Mariposa State CA Zip 95338

Telephone (209)742-6000 Fax _____ E-mail tolley@mariposaproperties.com

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, ☐ a deposit in the amount of $ _____), counter offer numbers _____ ☐ Seller's Statement of Information and _____, and agrees to act as Escrow Holder subject to paragraph 20 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is _____

Escrow Holder _____ Escrow # _____

By _____ Date _____

Address _____

Phone/Fax/E-mail _____

Escrow Holder has the following license number # _____

☐ Department of Financial Protection and Innovation, ☐ Department of Insurance, ☐ Department of Real Estate.

PRESENTATION OF OFFER: (_____) Seller's Broker presented this offer to Seller on _____ (date).
Broker or Designee Initials

REJECTION OF OFFER: (_____) (_____) No counter offer is being made. This offer was rejected by Seller on _____ (date).
Seller's Initials

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Buyer Acknowledges that page 10 is part of this Agreement X(JDK) (_____)
Buyer's Initials

Attachment: 5123 Jones St. Contract_CAO signed (2) (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

CALIFORNIA ASSOCIATION OF REALTORS®

BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address *5123 Jones St, Mariposa, CA 95338*

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

A. **GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.

B. **SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.

C. **WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.

D. **SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.

E. **WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.

F. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).

G. **EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.

H. **FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.

I. **BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.

J. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.

K. **SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.

L. **NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer _____ Buyer _____

County of Mariposa

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APPROVED AS TO FORM:
STEVEN W. DAHLEM
COUNTY COUNSEL

EQUAL HOUSING OPPORTUNITY

Mariposa Properties, P. O. Box 1171 Mariposa CA 95338 Phone: 2097426000 Fax: 209-751-4570 5123 Jones St
Tolley Gorham
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

Attachment: 5123 Jones St. Contract_CAO signed (2) (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

CALIFORNIA ASSOCIATION OF REALTORS®

CALIFORNIA CONSUMER PRIVACY ACT ADVISORY

(C.A.R. Form CCPA, 12/19)

As of January 1, 2020, the California Consumer Privacy Act (commencing with Civil Code § 1798.100) ("CCPA") grants to California residents certain rights in their private, personal information that is collected by companies with whom they do business. Under the CCPA, "personal information" is defined broadly to encompass non-public records information that could reasonably be linked directly or indirectly to you, including, potentially, photographs of or sales information about your property. Some of your personal information will be collected and likely shared with others during the process of buying and selling real estate. Depending on the situation, you may have the right to "opt out" or stop the transfer of your personal information to others and request that certain businesses delete your personal information altogether. Not all businesses you interact with are required to comply with the law, primarily just those who meet the criteria of a covered "Business" as set forth in Section 1798.140 (c)]. For more information, you may ask your Broker for a copy of the C.A.R. Legal Q&A on the subject.

A real estate broker is likely to submit personal information to a Multiple Listing Service ("MLS") in order to help find a buyer for a seller's property. Through the MLS, the information is made available to real estate brokers and salespeople, and others. Even after a sale is complete, the MLS distributes sales information to the real estate community. Brokers, agents and MLSs may also share your personal information with others who post the personal information on websites or elsewhere, or otherwise use it. Thus, there are various service providers and companies in a real estate transaction who may be engaged in using or sharing data involving your personal information.

If your broker is a covered Business, it should have a privacy policy explaining your rights on its website and giving you an opportunity to request that personal information not be shared, used and even deleted. Even if your real estate brokerage is a covered Business, it needs, and is allowed, to keep your information to effectuate a sale and, by law, is required to maintain such information for three years to comply with regulatory requirements. Not all brokers are covered Businesses, however, and those that are not, do not have to comply with the CCPA.

Similarly, most MLSs will not be considered a covered Business. Instead, the MLS may be considered a Third Party in the event a covered Business (ex: brokerages, real estate listing aggregation or advertising internet sites or other outlets who meet the criteria of covered Businesses) exchanges personal information with the MLS. You do not have the right under the CCPA to require a Third Party to delete your personal information. And like real estate brokerages, even if an MLS is a covered Business, MLSs are also required by law to retain and make accessible in its computer system any and all listing and other information for three years.

Whether an MLS is a covered Business or a Third Party, you have a right to be notified about the sharing of your personal information and your right to contact a covered Business to opt out of your personal information being used, or shared with Third Parties. Since the MLSs and/or other entities receiving your personal information do not have direct contact with buyers and sellers and also may not be aware of which entities exchanging personal information are covered Businesses, this form is being used to notify you of your rights under the CCPA and your ability to direct requests to covered Businesses not to share personal information with Third Parties. One way to limit access to your personal information, is to inform your broker or salesperson you want to opt-out of the MLS, and if so, you will be asked to sign a document (Form SELM) confirming your request to keep your listing off the MLS. However, if you do so, it may be more difficult to sell your property or obtain the highest price for it because your property will not be exposed to the greatest number of real estate licensees and others.

I/we acknowledge receipt of a copy of this California Consumer Privacy Act Advisory.

Buyer/Seller/Landlord/Tenant _____ Date 6/8/2021

County of Mariposa

Buyer/Seller/Landlord/Tenant _____ Date _____

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APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

EQUAL HOUSING OPPORTUNITY

Attachment: 5123 Jones St. Contract_CAO signed (2) (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

From: Megan Atkinson
To: Board Clerk
Subject: PUBLIC COMMENT ITEM #G2
Date: Monday, August 2, 2021 3:58:48 PM
Attachments: Letter of Support_MCHHSA Purchase of Residence_5123 Jones Street.pdf

Good afternoon,

Please find a letter of support/public comment attached hereto for the August 3rd BOS agenda item G2 (Administration - Public Hearing Continued from July 27, 2021. Public Hearing: Approve the purchase and sale agreement for Real Property identified as 5123 Jones Street or as Assessor's Parcel Number 013-112-0030 for Transitional Housing; and authorize the Board of Supervisors Chair to sign the agreement and any other documents necessary to execute the sale - subject to approval as to form by county counsel).

Please let me know if you have any questions or concerns. Thanks so much!

Megan Atkinson
Interim Executive Director
Mariposa Safe Families, Inc.
4983 8th Street | PO Box 545
Mariposa, CA 95338
Phone: 209-966-2211
Cell: 209-347-1476
Fax: 209-966-7594

"Unity is strength... when there is teamwork and collaboration, wonderful things can be achieved." ~Mattie Stepanek

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Attachment: PUBLIC INPUT - Letter from Megan Atkinson (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Mariposa Safe Families
Mariposa Child Abuse Prevention Council

July 30, 2021

Mariposa County Board of Supervisors
PO Box 784
Mariposa, California 95338

Reference: Purchase of Transitional Housing - Parcel #013-112-0030

To whom it may concern,

On behalf of Mariposa Safe Families, Inc. I would offer this letter as a statement of full support for the purchase of the property located at 5123 Jones Street (parcel number 013-112-0030) for the use of transitional housing for local Mariposa families.

The purchase of this property for transitional housing will not only enhance the lives of the families utilizing it, but it will also serve as a stepping stone for the families in securing other affordable housing if/when it becomes available. At Mariposa Safe Families we see the first hand struggle of local families trying to find and secure affordable housing for themselves and their children. It is a serious issue that is continuously met with negative results due to the lack of housing available. We see families continuously let down by the housing market and it takes a serious toll on the parents who just want to provide a safe comfortable home for their children. The property at 5123 Jones Street is a residence that is in a perfect location for a transitional house. The property is near community services and places of employment where the parents will have the opportunity to walk to and from work, if needed. The Mariposa Elementary School and the Mariposa County High School are just a few blocks away and with the transportation issues which our local families often face, this will be a huge benefit to keeping their children attending school and engaging in after school activities. As previously mentioned, the need for a transitional house is so dire and the opportunity to have a house near community services, programs and schools, is rare. If the purchase of the home is unsuccessful, we fear that it will be an incredible opportunity missed and as H. Jackson Brown Jr. once said, "Nothing is more expensive than a missed opportunity."

Mariposa Safe Families is in full support of Mariposa County Health and Human Services purchasing the property located at 5123 Jones Street in the County of Mariposa and we look forward to the transitional housing playing a vital role in maintaining safe and healthy families throughout Mariposa County.

Respectfully,

Megan Atkinson
Interim Executive Director

P.O. Box 545 | 4983 8th Street | Mariposa, CA 95338 | Office (209) 966-2211 | Fax (209) 966-7594
www.mariposasafefamilies.org

Attachment: PUBLIC INPUT - Letter from Megan Atkinson (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

8/2/2021

RE: Regular Agenda Item G2. Approve the Purchase and Sale Agreement for Real Property Identified at 5123 Jones Street or as Assessor's Parcel Number 013-112-0030 for Transitional Housing;

To: Mariposa County Board of Supervisors and Chair

I am expressing my full support for the proposed purchase of the 5123 Jones Street property and the intention that it be a transitional house. As the Program Director, I have witnessed numerous successes with the transitional housing that Mountain Crisis operates. In the past three years, we have provided transitional housing to ten families in Mariposa County. The average stay was five months and all families were able to obtain permanent housing. Undoubtedly, as we pursue solutions for the severe Houseless Crisis, such successful programs should be championed and emulated.

Thank you for considering my input on this crucial matter.

Kristen Fiester
Program Director
Mountain Crisis Services

Attachment: PUBLIC INPUT - Letter from Kristen Fiester (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-461

MEETING: August 3, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Final Response to 2020-21 Grand Jury Report

RECOMMENDATION AND JUSTIFICATION:
Approve the Response of the Board of Supervisors to the 2020-2021 Mariposa County Grand Jury Final Report; Authorize the Board of Supervisors Chair to Sign the Response; and Direct the County Administrative Officer to Transmit the Response to the Presiding Judge of the Mariposa County Superior Court.

The California Penal Code requires the Board of Supervisors, as the governing body of a public agency subject to the Grand Jury's reviewing authority, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to the matters under the control of the governing body within ninety days after the Grand Jury submits its Final Report.

Please see the attached response. For reference, the complete Grand Jury Final Report for 2020-21 is also attached.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

On October 6, 2020, the Board approved Resolution 20-585, a response to the 2019-20 Grand Jury Final Report.

On February 18, 2020, the Board approved Resolution 20-75, a response to the 2019-20 Grand Jury Interim Report.

On August 20, 2019, the Board approved Resolution 19-480, a response to the 2018-19 Grand Jury Final Report.

On September 11, 2018, the Board approved Resolution 18-432, a response to the 2017-18 Grand Jury Final Report.

On September 12, 2017, the Board approved Resolution 17-615, a response to the 2016-17 Grand Jury Final Report.

On August 9, 2016, the Board approved Resolution 16-429, a response to the 2015-16 Grand Jury Final Report.

On November 3, 2015, the Board approved Resolution 15-521, a response to the 2014-

15 Grand Jury Final Report.

The Board has responded to earlier grand jury reports as required.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Approve the draft response with revisions.

Do not approve. A modified or new response will need to be approved within 90 days of the issuance of the Grand Jury Interim and Final Reports.

ATTACHMENTS:
20-21 Grand Jury Interim Report (PDF)
20-21 Grand Jury Final Report (PDF)
2021 Grand Jury Response (PDF)

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

Mariposa County 2020/2021 Grand Jury Interim Report

Pursuant California Penal Code §925 and §933(a), "each Grand Jury shall submit to the Presiding Judge of the Superior Court, a final report of its findings and recommendations that pertain to county government matters during the fiscal, or calendar year."

Attachment: 20-21 Grand Jury Interim Report (RES-2021-461 : Final Response to 2020-21 Grand Jury Report)

INTERIM REPORT June 2, 2021

Mariposa County Civil Grand Jury 2020/21
Investigation of Public Works

SUMMARY:
The 2020-2021 Mariposa County Civil Grand Jury (MCCGJ) investigated the Public Works Department (PWD) Road Crews and found five major areas of concern that must be addressed: A hostile working environment, questionable Human Resources structure and behavior, inefficient operational performance, potential fiscal malfeasance and safety violations. The following report outlines the details of our investigation.

BACKGROUND:
The MCCGJ received information regarding a possible hostile working environment within our county's Public Works Department, specifically amongst the road crews. This issue initially came to the attention of the MCCGJ when, during introductory meetings with county officials, no fewer than three spoke of ongoing concerns regarding the road crews. This matter arose again during inquiries made by the MCCGJ in response to citizens' complaints.

GLOSSARY:
BOS – Board of Supervisors
HR – Human Resources
MCCGJ – Mariposa County Civil Grand Jury
OSHA – Occupational Safety & Health Administration
PWD – Public Works Department
PWC – Public Works Committee
SO – Sheriff's Office
Hostile Work Environment – per the US Equal Opportunity Commission: "To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people."

METHODOLOGY:
Based on the initial information mentioned in the background section, the MCCGJ voted to investigate the Public Works' Department (PWD) road crews and assigned the Public Works Committee (PWC) with the task. The PWC then scheduled interviews with complainants, and the head of the PWD. In addition, the MCCGJ requested contact information from the PWD to schedule interviews with crew supervisors, however, after several weeks the requested information had still not been provided. As a result, alternative means were required to schedule the necessary meetings.

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Initially, all active employees either declined to meet with us, or failed to respond, some telling the MCCGJ, "off the record" that they were afraid of jeopardizing their careers, were they to speak with the grand jury. We then reached out to former employees, many of whom agreed to be interviewed. What they told us raised great concerns of favoritism, a hostile workplace, potential financial malfeasance and a cavalier attitude toward safety.

DISCUSSION:

The evidence we collected from the interviews created considerable concern, as follows:

1. The county could incur financial, and/or legal liability from current, or former employees resulting from a hostile work environment. Former employees indicated they had retired early, due to the hostile working conditions. These individuals claimed, and provided supporting documentation of being treated differently, and unfavorably when compared to other employees within the road crews. They were chastised for insignificant matters, unrelated to their assigned duties. Interviewees stated "some of the best and hardest working employees were treated particularly poorly." This information was consistent with what the MCCGJ heard from a number of sources, throughout our investigation.

2. Mariposa County Human Resources (HR) did not provide an adequate forum for county employees to express their concerns and allowed the alleged hostile work environment to persist, for many years. Consequently, there was no function to protect the county from potential liability due to breach of employment laws. The MCCGJ asked interviewees about the role HR played in the concerns raised by the employees. Each interviewee told us the same story: no corrective action was evident with the exception of the supervisor involved being notified of the complaints, potentially making working conditions even worse. Finally, we asked the former employees whether or not HR had performed an exit interview which is a standard practice, used to understand why employees are leaving. Exit interviews were not performed. These included employees with years, sometimes decades of service to the county who loved their jobs and who left before their full retirement age.

3. MCCGJ heard repeated stories of significant loss of operational efficiency, and performance within the road crews. Actions such as sending road crews a significant distance to work on a project that a crew in the target area was already working on, reduced the efficiency of both teams. This hostile environment, along with poor communication, naturally led to a lack of motivation among the employees.

4. The PWD purportedly has a serious problem with timecard falsification. Allegations were made by former employees that one crew, considered to be "a favorite" of one supervisor, submitted timecards indicating they were working, when in fact, they were out of the office or on leave. Another interviewee provided documentation that his timecard had been altered

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following submission, resulting in a reduction of pay. This employee was able to provide evidence that the timecard had, in fact, been altered.

5. All interviewees relayed instances of Occupational Safety and Health Administration (OSHA) safety violations including not providing water, ice, shade or required safety and work equipment. For example, one crew ran out of water and was told by firefighters that cases of water were available for them at the fire camp. When they went to the camp to get water, they were told by a supervisor to return to the job and were not allowed to take the water with them. Another crew working on a bridge was forced to share one safety harness. The length of the tether on the harness was longer than the height of the bridge, rendering it useless as fall protection. On this same bridge project, the crew requested scaffolding and was told to "make do" without it. As a result, the crew was forced to use an improvised scaffolding system, made from wooden planks.

REFERENCES:

Six interviewees: former and current county employees and a union representative. Documentation including written grievances, contemporaneous notes, timecards, citizen complaints, interviews and an organizational chart.

FINDINGS:

F1. Historically, the county Human Resources department has not been regarded as a safe, unbiased or effective resource for employees.

F2. Employees of the Public Works Department have resigned, or retired due to an unchanging hostile work environment.

F3. Many employees are unwilling to speak to the Grand Jury for fear of retaliation.

F4. Multiple allegations of timecard falsification were made.

F5. Multiple allegations of OSHA, and safety protocol violations were alleged.

F6. After repeated requests for PWD policies and procedures, the PWD director indicated there were none.

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RECOMMENDATIONS:

R1. The Board of Supervisors should ensure that the HR department be restructured, and effectively empowered to protect the best interests of the county, and its employees within 90 days of the publication of this report.
[the MCCGJ learned in May, 2021 that corrective actions are underway]

R2. The Board of Supervisors should investigate the allegations of favoritism, and a hostile work environment in the PWD within 90 days of this report.

R3. The Sheriff's Office should audit, and investigate specific allegations of the falsification of timecards and if verified, the BOS should take corrective actions up to, and including termination and prosecution, within 90 days of the publication of this report.

R4. The Board of Supervisors should make changes in the PWD management structure and establish a work environment improvement plan to increase unity, and effectiveness of the Public Works teams within 90 days of the publication of this report.

R5. The PWD should establish a policy and procedures manual, specific to the PWD within 90 days of the publication of this report. The manual should be made available upon request.

REQUIRED RESPONSE:

Pursuant to Penal Code sections §933, and §933.05, the Grand Jury requires a response from the following governing bodies within 90 days of the publication of this report:

Board of Supervisors	R1, R2, R3, R4, R5
Sheriff's Office	R3

INVITED RESPONSE:

From the following within 90 days of the publication of this report:

County Administrator	R1, R2, R4
Public Works Department	R1, R2, R3, R4, R5
Human Resources	R2, R4, R5

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Karen Simonson Smith, Foreperson

Eileen Collins, Pro Tem

Gary Friesen

Nancy Kemp

Mike Henderson

Kirsty Lebovitz

Liana Belair

Art Lehr (electronic)

Art Lehr

Tom Habeck (electronic)

Tom Habeck

Adam Andersen

Pam Leonard (electronic)

Pam Leonard

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MARIPOSA COUNTY CIVIL GRAND JURY FINAL REPORT 2020-2021

Attachment: 20-21 Grand Jury Final Report (RES-2021-461 : Final Response to 2020-21 Grand Jury Report)

Superior Court of California
County of Mariposa

Michael A. Fagalde
Presiding Judge

5008 Bullion St.
Post Office Box 28
Mariposa, CA 95338
(209) 966-2005

June 21, 2021

Karen Smith
Grand Jury Foreperson

Ms. Smith:

I have read and reviewed the 2020-2021 Mariposa County Grand Jury Final Report.

At this time, I wish to personally thank you and the other grand jurors for your work on behalf of the citizens o Mariposa County. Without the dedication of those like you this vital part of our system would certainly fail.

Sincerely,

Honorable Michael A. Fagalde
Superior Court Judge

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June 17, 2021

Honorable Michael A. Fagalde, Presiding Judge
Mariposa County Superior Court
P.O. Box 28
Mariposa, California 95338

Dear Judge Fagalde,

It has been an exceptional, and unprecedented experience to serve on the 2020-2021 Mariposa County Civil Grand Jury, particularly during the COVID-19 pandemic. We took this appointment seriously and as our term of service began significantly later than normal, it was essential to build relationships amongst the grand jury members, and the Mariposa County community leaders as quickly as possible. We have come to realize just how important, and valuable, the work of the Grand Jury is to the community.

The regular weekly meetings, guest speaker engagements, agency site visits and investigative interviews had to be managed within the confines of COVID-19 protocols. This proved difficult, at times, but everyone was flexible, and showed a willingness to provide the grand jury with information and assistance, as needed. Initially, by following distancing and masking guidelines, the grand jury was able to conduct in-person meetings. However, when the governor imposed a state-wide lockdown on December 3, 2020, we were forced to consider other means to continue our work. With assistance from the Mariposa County IT department and those of our jurors with technical expertise, we were able to upgrade, and add new technological equipment in order to resume meetings, albeit via a digital platform. The professionalism of the grand jury members, coupled with a sense of humor, created a collaborative and successful working environment, even if we could not identify each other behind the masks.

The Grand Jury inspected correctional facilities within the county, examined complaints received, conducted agency investigations, and performed oversight reviews. During the course of the year, one member resigned and a responsible replacement was found. Our final report reflects all of our activities over the past ten months including meeting with guest speakers and culminating with recommendations made in the best interests of the County of Mariposa.

The Grand Jury thanks Judge Fagalde, and the recently retired Judge Walton, for the support and help we received during the 2020-2021 session. We would also like to express our appreciation to Mariposa County Superior Court Administrative Assistant, Dina Garrett, for her unwavering help and assistance.

Sincerely,

Karen Simonson Smith, Foreperson
2020-2021 Mariposa County Grand Jury

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As members of the 2020-2021 Mariposa County Civil Grand Jury, we respectfully submit our final report, June 17, 2021.

Karen Simonson Smith
Foreperson

Adam Andersen

Kirsty Lebovitz
Corresponding Secretary

Mike Henderson

Liana Belair
Reporting Secretary

Tom Habeck

Nancy Kemp

Eileen Collins
Pro Tem

Pam Leonard

Gary Friesen

Art Lehr

Arthur W. Lehr - electronic permission

Attachment: 20-21 Grand Jury Final Report (RES-2021-461 : Final Response to 2020-21 Grand Jury Report)

2020-2021 Mariposa County Civil Grand Jury Members

Karen Simonson Smith – Foreperson

Eileen Collins – Pro Tem

Adam Andersen

Kirsty Lebovitz – Corresponding Secretary

Mike Henderson

Liana Belair – Reporting Secretary

Nancy Kemp

Pam Leonard

Gary Friesen

Tom Habeck

Sydney Clarke (September 2020-January 2021)

Art Lehr (January 2021-June 2021)

Attachment: 20-21 Grand Jury Final Report (RES-2021-461 : Final Response to 2020-21 Grand Jury Report)

History and Function of the Grand Jury

The Mariposa County Grand Jury is a judicial body of eleven citizens, all volunteers who are appointed by the Presiding Judge of the Superior Court. The jury is impaneled to act as an "arm of the court," as authorized by the Fifth Amendment of the United States Constitution, and the Constitution of the State of California to be a voice of the people and conscience of the community. The Grand Jury submits meaningful solutions to a wide range of problems. It is a fact-finding body with the potential to create positive, and constructive changes. The Jury is impaneled for a period of one year, beginning on July 1 and ending the following year on June 30. Due to the circumstances surrounding the 2020 pandemic, the term for the 2019 - 2020 Grand Jury's term was extended and the 2020 – 2021 Grand Jury was not empaneled until August 14, 2021.

The Grand Jury is an investigative body, created to examine the workings of county government, public officials, and special districts or joint powers agencies. The Grand Jury has no jurisdiction or authority to investigate Federal or State agencies. The Grand Jury also receives complaints from citizens alleging mistreatment, misconduct, or governmental inefficiencies. At the beginning of the term each member of the Grand Jury is sworn to uphold the confidentiality of its proceedings, both during, and after his or her service. The Presiding Judge appoints a jury foreman who conducts the meetings, and signs letters on behalf of the Grand Jury but has no more authority than any other juror. At times, in the past, it has been customary for a member of the preceding year's Grand Jury to hold over and serve an additional term. This was the case for the 2020-2021 Grand Jury. Every decision the Grand Jury makes requires concurrence of at least eight of the eleven jurors. In the case of conflict of interest, jurors are asked to abstain from the discussions, and voting in regard to those matters. The Grand Jury issues a final report at the conclusion of its term. This report contains the findings and recommendations of its investigations.

The Mariposa County Board of Supervisors must comment on the Grand Jury's recommendations within 90 days of the report being issued.

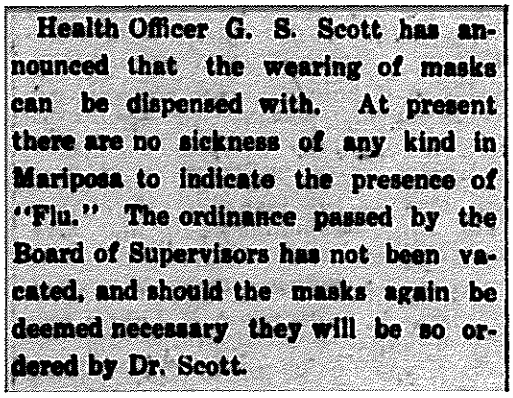
Each investigation in this final report received the statutory number of required votes.

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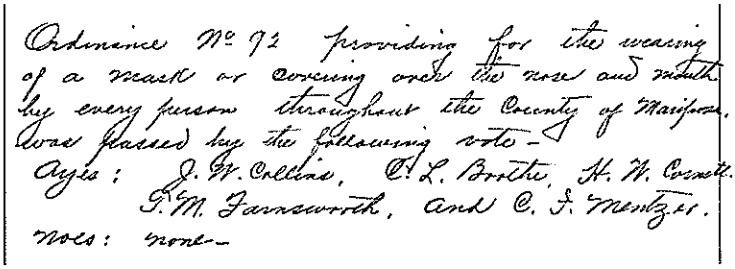
The COVID-19 Pandemic and Subsequent Challenges Faced

On December 13, 1919, while in the midst of the last pandemic, the Mariposa Gazette reported on the Grand Jury findings. Recommendations of the Grand Jury were "that the proper authorities see that a physical examination be given the pupils at least once a year." Also, "that a 20% increase in the valuation be made on timber lands of Mariposa County, California." Further, they found the conditions of the county hospital to be in deplorable, and recommended "in the interest of humanity," the Board of Supervisors should make arrangements with an adjoining county for proper care of patients. They found the high school to be unfinished and not properly equipped, while the courthouse was in its usual condition.

The 1918 Flu Pandemic lasted from February 1918, until April 1920. The first Mariposa County death was recorded on April 6, 1918. By November 1918, the Board of Supervisors required masks to be worn. The county doctor subsequently resigned on December 9, 1918, and the new county doctor rescinded the mask requirements. Times have changed, our county has grown, our hospital is not in a deplorable state, but it needs to be retrofitted, or rebuilt to comply with current building standards. The high school is no longer unfinished and is currently undergoing expansion. Our County Health officer has provided fantastic leadership throughout the current pandemic, and we celebrate a future with smiles on our faces, not masks.



Health Officer G. S. Scott has announced that the wearing of masks can be dispensed with. At present there are no sickness of any kind in Mariposa to indicate the presence of "Flu." The ordinance passed by the Board of Supervisors has not been vacated, and should the masks again be deemed necessary they will be so ordered by Dr. Scott.



Ordinance No 72 providing for the wearing of a mask or covering over the nose and mouth by every person throughout the County of Mariposa, was passed by the following vote—
Ayes: J. W. Collins, C. L. Brothe, H. M. Cornell, F. M. Farnsworth, and C. F. Mentzer.
Noes: none—

Mariposa County has been extremely fortunate to have Dr. Eric Sergienko as its County Health Officer. In early February of 2020, Dr. Sergienko made a YouTube video, detailing the preparations he had begun in January to prepare Mariposa County for an uncertain, but inevitable occurrence of Corona Virus (COVID-19) in the county. He was already working in concert with the Sheriff's department, fire department, the hospital, and many other agencies to develop "community mitigation strategies." The Grand Jury commends his foresight, and calm, clear leadership. As the pandemic has evolved, the County Health Department has communicated new, and pertinent information to residents in a variety of ways, using many different platforms.

COVID-19 necessitated the closure of lobbies, and offices to the public. As county officials reflect and assess the policies and procedures that were put into place, the Grand Jury notes that it should be a high priority to ensure the public's uninterrupted access to government while

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ensuring the health and safety of the staff and community. Many of the governmental offices were closed for an extended period, in the Grand Jury's opinion, far too long a time.

It is necessary for the public to have open, and ready access to local government to facilitate and maintain a healthy democracy. Emergency closures are not limited to pandemics. Catastrophic fires, earthquakes and weather emergencies are always looming on our horizon and the county should have a framework in place for the continuance of government offices, on behalf of its citizens.

The work of the 2020-2021 Grand Jury was heavily impacted by the COVID-19 pandemic in numerous ways, commencing with our swearing in ceremony with all participants, and witnesses wearing masks, and social distance as required. At the outset, the Jurors' office was large enough to safely allow in-person meetings. However, as cases of COVID-19 began to increase, meetings were moved to a live/videoconferencing format. When the regional lockdown was instituted by Governor Gavin Newsom on December 5, 2020, the meetings became primarily virtual, and onsite facility inspections were postponed until deemed safe enough for jurors, and personnel at the facilities.

Switching to a digital platform presented several obstacles for the Grand Jury. The sole computer was a laptop running Windows 7, an operating system no longer supported by Microsoft. When IT updated the laptop to the current Windows operating system, it was so slow that the booting process took nearly twenty minutes. While the Grand Jury was cognizant of the budgetary constraints the county was operating under due to the pandemic, the equipment was inefficient, and impractical. Fortunately, the computer was replaced with a state-of-the-art laptop. Two members of the grand jury were able to provide additional equipment and the expertise required, to set up an adequate videoconferencing system.

The Grand Jury tried several different videoconferencing platforms including Zoom, Google Meet, and MS Teams, with varying results. Through much trial and error, we determined that Zoom provided the best overall meeting quality, with the necessary security and privacy and was by far the easiest to use.

A licensed Zoom account for the Grand Jury has now been procured, and subsequent grand juries will benefit greatly from the videoconferencing equipment established by the 2020-2021 Grand Jury for regular meetings, interviews, and investigations. While this system was necessary to accommodate communications under COVID-19 restrictions, we found it also provided a more convenient means for members to attend, increasing the participation rate, and ensuring a quorum of eight.

Once the Grand Jury members started communicating, and executing their respective responsibilities, it was clear that some best practices needed to be developed, such as a standardized agenda, meeting minute templates, and guidelines to adapt to the virtual environment.

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Meeting and working remotely in these challenging times were often problematic. Internet connectivity in Mariposa County is often inconsistent, or erratic and not all members have the most up-to-date technology. Further, not all members had the skills necessary to utilize the modern computing tools, at the onset of our term. It is critical that the Court, in conjunction with the Board of Supervisors provide the necessary equipment, and initial training to future grand juries so they are able to achieve a measure of success.

This Grand Jury found it necessary to meet weekly, and occasionally two or three times weekly, to complete all necessary meetings with members of the board of supervisors, county department heads as well as conduct site visits, and investigations. Each of these meetings was followed-up with documentation in the form of minutes, and presentation or interview notes. Many hours are spent by members preparing write-ups on site visits and investigations which are then compiled in preparation for the final report. Countless hours are spent by each committee editing these materials in preparation for report publication, particularly by the Secretary in publication of minutes and agendas.

During the 2020-2021 term, this Grand Jury has far exceeded the voluntary time commitment that was estimated by the court. During the interview stage, it was estimated that the Grand Jury might meet one or two times per month, for a grand total of 100 hours.

To ensure the successful recruitment and retention of potential Grand Jury members, it should be made abundantly clear to applicants that the responsibilities, and time commitment is significant, and should not be underestimated. Qualified candidates should certainly possess a basic level of technical savvy or be willing to learn.

In addition, we also determined that the Citizen Complaint form was entirely inadequate, and it has since been redesigned. The new form is fillable and can be easily downloaded from the Mariposa County website. It includes clear, step-by-step instructions on how to complete the form, and submit it to the Grand Jury.

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Guest Speaker Presentations

Mariposa County Board of Supervisors and Agency Department Heads

At the commencement of the 2020-2021 Grand Jury term, our strategy was to become acquainted with each member of the Board of Supervisors, as well as numerous agency department heads.

Faced with COVID-19 restrictions, we developed a standardized, email invitation which expressed our interest in meeting and provided targeted, prepared questions in advance, allowing guest speakers ample time to prepare their presentations. Several speakers indicated that it was the first time they had been invited to meet with the grand jury in such a professional manner. The one-hour presentation format was well received and resulted in a much needed connection between county leadership, and Grand Jury members. We are hopeful that our communication templates will become a best practice method for future Grand Juries members to utilize.

Board of Supervisors

Rosemarie Smallcombe, District 1 Supervisor

On October 7, 2020, District 1 Supervisor Rosemarie Smallcombe gave a presentation to the Grand Jury. Supervisor Smallcombe's district population is approximately 3600 with small business, and residential vacation homes being the bulk of the revenue stream. Supervisor Smallcombe's supervisory highlights include serving as a representative for the Forest Management Task Force to identify uses for small tree products, the Tree Mortality Task Force and bringing behavioral services into Yosemite. Ms. Smallcombe stated that her highest priorities were being true to the commitments made to her constituents, driving initiatives that increase economic diversity and development, fueling resource management and promoting community involvement. Supervisor Smallcombe serves on twenty-two agencies and committees.

Merlin Jones, District 2 Supervisor (Term ended January 2021)

On October 14, 2020, District 2 Supervisor Merlin Jones gave a presentation to the Grand Jury. Supervisor Jones' district covers the northernmost area of Mariposa County, from Coulterville to Greeley Hill with much of his constituency being in the below average income bracket. A large percentage of the District 2 population are heavily reliant on myriad social services. Major challenges currently facing his district are project funding, the significant budget shortfall, resulting from the COVID-19 pandemic, and the subsequent absence of typical TOT revenue has been problematic. Mr. Jones had two recommendations that he felt the Grand Jury could promote in their final report, (1) Implementation of an established oversight of Measure M which affects fire, roads, and safety, and (2) A full review of budgetary spending and allocation of various county funds. Prior to his retirement, Mr. Jones served on fifteen agency and committee assignments.

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Marshall Long, District 3 Supervisor

On October 5, 2020, District 3 Supervisor Marshall Long gave a presentation to the Grand jury. District 3 covers Catheys Valley, Hornitos, Bear Valley, the Merced River area, and Mariposa West. Mr. Long is a lifelong resident of Mariposa and is especially familiar with the county. He feels strongly that his knowledge of the community is a significant benefit to his constituency. Supervisor Long stated that he felt transparency was a key factor in relating to the public. The county's economic development and a resolution to issues involving both Public Works, and road maintenance were key challenges. He also felt that the airport could be a driver of economic growth, particularly if the runways could accommodate larger aircraft. The current housing situation, fire safety, and ways to mitigate large scale fires with their accompanying property losses, were also of concern. Mr. Long is the liaison supervisor to the department heads of County Administration, County Counsel, Tax Collector, CAO, and Clerk of the Board, Airport, and Agriculture.

Kevin Cann, District 4 Supervisor (Term ended January 2021)

On October 7, 2020, Kevin Cann, Supervisor of District 4, gave a presentation to the Grand Jury. Mr. Cann is retired from the Park Service where he worked as Chief Maintenance Engineer, at the time of his presentation he was nearing the end of his twelve years as a supervisor. District 4 is largely dependent on business, and tourism. Supervisor Cann works with committees that utilize his expertise in building, and planning. He also works with Solid Waste (landfill), Fire, and the Sheriff's department. He is particularly concerned with COVID-19 recovery, tourism, opportunities for economic growth and attracting more visitors to Mariposa County. Challenges of concern were retention of highly qualified leaders and addressing underperforming departments. Staff shortages, and the hiring freeze due to COVID-19 have been exacerbated by these budget cuts. Housing is a top priority due to the paucity of affordable homes for working residents. Collaboration needs to continue with developers to ensure viable options to generate housing for population growth.

Myles Menetrey, District 5 Supervisor

On October14, 2020, District 5 Supervisor Myles Menetrey gave a presentation to the Grand Jury. Supervisor Menetrey took office as District 5 Supervisor in 2017 and was the newest member of the board. District 5 covers the communities of Lushmeadows, Fish Camp, Wawona and Ponderosa Basin. The homes in Fish Camp are primarily vacation rentals and Wawona is home to many park service employees. The past year has been extremely difficult, due to the pandemic; the repeated closure of transient rentals has resulted in a significant revenue shortfall making decisions regarding budget, and critical services for these communities an unprecedented challenge. Supervisor Menetrey feels that overall, the board works well together and is focused on the betterment of the county, and its economic development. He listed the following as his top three challenges: (1) Infrastructure development for housing, and businesses to ensure county growth, and (2) Economic development to include the Merced Irrigation District Legacy Project,

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and (3) Addressing the decrease in budget due to COVID19 and how best to build revenue to recoup those losses.

Agency Department Heads

Walter Wall, Mariposa County District Attorney

On September 14, 2020, Mariposa County District Attorney Walter Wall, gave a presentation to the Grand Jury members. He is serving his first term as District Attorney (DA). Previously, he was a Deputy District Attorney in Merced County. Mr. Wall's main responsibility is as the public prosecutor, handling cases involving criminal actions and is the oversight of the Sheriff's Department, in certain circumstances.

DA Wall currently has three (3) deputies handling felony, and misdemeanor cases, and one (1) investigator who handles follow-up to obtain additional evidence pertaining to ongoing cases and serves subpoenas. A high percentage of the cases are received from the Sheriff's office, with the remaining cases routed from other entities such as the Department of Fish & Game. The District Attorney's geographical area of responsibility is the entirety of Mariposa County.

He advised the grand jury members that interim reports may be submitted for preliminary review and advice, from the DA. The final report is to be submitted at the end of the GJ term of service in June 2021.

Keith Williams, Treasurer, Tax Collector and County Clerk

On September 30, 2020, Keith Williams met with the Grand Jury and provided valuable information regarding all three of the significant roles he is responsible for within Mariposa County.

As the Treasurer, he oversees the banking and accounting functions. In addition, he is the investment officer, monitoring money through bond issuance to ensure county funds are not standing idle.

As the Tax Collector, Mr. Williams holds a key role in managing over 13,000 secured accounts, and the Transient Occupancy Tax (TOT), of which there are 700 certificates. Taxes earned through various tourism services generate a revenue of 12% TOT, and 1.5% for the tourism bureau. Work is being done to develop a general form to simplify receipt of, and the tracking of these taxes. Despite revenue being down, the Mariposa general fund is solvent, and the current budget is balanced.

As County Clerk, Mr. Williams's responsibilities include, but are not limited to, issuing, and recording marriage certificates, fictitious name statements, notary, process serving and an acceptance agent for passport applications.

Mr. Williams is also responsible for the elections process. Mariposa County was a leader in ensuring a secure vote in 2020 because it already had a high rate of registered mail-in voters.

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Members of the 2020/2021 Grand Jury visited the elections office during the 2020 Presidential election; a summary of that visit is included within this report.

Sarah Williams, Planning Director

On October 21, 2020, Sarah Williams, Planning Director, gave a presentation to the Grand Jury. Ms. Williams began working for the county in 1989 as an assistant planner and worked her way up through the organization to Planning Director in July 2012. Prior to joining the county, she was employed by the National Park Service. She has a BS in Natural Resources and a master's in landscape architecture.

There is one part time and thirteen full time employees in the Planning Department. There are three open positions, which are currently frozen due to the drastic reduction of county income caused by COVID-19, and the subsequent budget adjustments.

The Planning Department is responsible for myriad functions. The present budget is $1.7 million, based on revenues derived from current planning projects and the general fund. Grants received have funded various community design, and development projects such as the Mariposa Creek Parkway, Community Planning for Wildfire Assistance, Sustainable AG Lands Conservation Program and the Integrated Mobility and Housing Strategy.

Matthew Matthiesen, Chief Executive Officer – John C Fremont Hospital

On October 26, 2020, Matthew Matthiesen gave a presentation to the Grand Jury, focusing on the state of the hospital and the care provided, specifically with regards to COVID-19 restrictions. The following are examples of significant changes and accommodations that were implemented:

- The Ewing wing of the hospital was converted to an isolation unit because it has its own HVAC system.
- Screening protocols were instated for employees and patients.
- Budget reallocations were made to accommodate the significant demand and cost for Person Protective Equipment (PPE).
- The purchase of pathogen testing machine at a cost of $35,000 was expedited.

The pathogen testing machine enables the hospital to administer a COVID-19 test and get results within fifty minutes. This expensive test is used judiciously, primarily on patients prior to admission so that the hospital does not inadvertently expose others to COVID-19.
Recruiting qualified staff to a small community hospital that does not have surgery, ICU, or Labor & Delivery departments is difficult. The current hospital was built in 1951, and the cost to comply with state building regulations is comparable to a new construction. Measure N (which did not pass) on the November 2020 ballot was to cover the cost of constructing a new building, adjacent to the old hospital. Cost is estimated to be $50 million. After analyzing the reasons Measure N failed, the hospital administration plans to resubmit their case to the voters.

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John C. Fremont is the only emergency care facility in the county, and it also serves Yosemite National Park. It is vital to the community and the millions of tourists visiting every year.

Dr. Eric Sergienko, Mariposa County Health Officer

On October 28, 2020, Dr. Eric Sergienko met with the grand jury to provide an overview of the county's health services. At the time, he was preparing the community to navigate the yet unforeseen effects of the COVID-19 pandemic. With his military background and expertise Public Health and virus research, Dr. Sergienko built a team that provided vital information, protective materials, and a pipeline to health services.

The community was and continues to be grateful to Dr. Sergienko for keeping the county at the forefront of epidemic mitigation. He presented a serious, yet compassionate example to residents, and visitors about how to stay safe.

At the time of this report, Dr. Sergienko and his exceptional staff and volunteers have successfully administered the COVID-19 vaccine to nearly all residents who want it, within the county.

Dr. Sergienko also plans to devote additional time on two initiatives. First a System of Care which is a service model, effectively assisting clients with all the services necessary at a first touch point. Secondly improving the lines of communication between all agency departments, such as clinical, hospital, probation. sheriff and the court.

Doug Binnewies, Mariposa County Sheriff (now retired)

On November 4, 2020, Mariposa County Sheriff, Doug Binnewies met with the Grand Jury to share details of the current state of his department. Sheriff Binnewies has been in law enforcement for thirty years. Sheriff Binnewies' philosophy is to support, and drive efforts to secure, a strong and healthy community with a focus on public safety. At the time of this report, Doug Binnewies has since retired, but vows to continue with community involvement and law enforcement. He wholeheartedly supported the appointment of Under-Sheriff Jeremy Briese to the position of Sheriff. The challenges the Sherriff's Office (SO) faces due to the pandemic continues to have negative effects on their ability to hire critical staff to manage the needs of the community at large. He strongly advocates for hiring a Mariposa County Public Information Officer (PIO) to ensure clear, accurate, and timely communications with the public.

Jeff Aranguena, Mariposa County Unified School District Superintendent

On December 2, 2020, Mariposa County Unified School District Superintendent, Jeff Aranguena, gave a presentation to the Grand Jury members. Mr. Aranguena is a native of Mariposa County and graduated from the local high school in 2000. He graduated from Cal Poly with a BA and master's in history. He received his master's degree in Educational Leadership from San Luis Obispo College in 2014. Over the course of the last eight years, he has worked in the educational field as Director, Executive Director, Assistant Superintendent, Interim District

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Superintendent and currently as District Superintendent. As District and County Superintendent for Mariposa County, he is the chief executive overseeing business services, human resources, special education programs, the school's warehouse, all facilities, and maintenance. He has an excellent support staff who assist with addressing adjustments to accommodate COVID-19 protocols. His final words to the Grand Jury were that he was very proud of the parents in the community and their dedication to getting their sons and daughters to school and demonstrating how to adapt in these difficult times.

Pete Judy, Chief Probation Officer

On December 7, 2020, Mariposa County's Chief Probation Officer, Pete Judy, gave a presentation to the Grand Jury. Mr. Judy moved to Mariposa in 2000 from Southern California. He is highly qualified in all aspects of probation services and utilizes a very forward-thinking, non-punitive approach in the implementation of his department's tasks, and obligations. The probation department supervises, and enforces orders of the court, provides case management and supervision for collaborative justice courts (a.k.a. problem-solving courts), which focus on *recovery* to reduce recidivism, and improve offender outcomes. The department is complex and oversees both adult, as well as juvenile probation. Officer Judy feels very strongly about community leaders being collaborative, while serving the needs of Mariposa County through educational opportunities and specialized programs. He is actively working toward developing a plan to receive $250K from the Juvenile Justice Commission to provide housing for at risk youth. He is recommending that a trust be established to secure those funds, so they are available when needed.

Dallin Kimble, Chief Administration Officer

On December 16, 2020, Chief Administration Officer (CAO), Dallin Kimble, gave a presentation to the Grand Jury. As CAO he is responsible for budgets, strategy, operations, legislation, some county policies, interdepartmental affairs, real estate, purchasing, public information, some emergency services, economic development, technical services, and housing.

As the county has been unable to fill a vacant Human Resources Director position, human resources have also recently been placed under his department's responsibility.

One of the challenges facing Dallin Kimble is that unlike many of the counties in California the Mariposa County CAO is not responsible for the oversight of other county departments; all department heads report directly to the BOS. This governing structure, where nineteen department heads report to five supervisors was popular in the 1850's but is now antiquated and should be updated to mimic a contemporary corporate structure.

Another challenge is the County's computer system. It is in desperate need of an upgrade. Furthermore, Dallin is the acting county's Public Information Officer, however this is a position of such importance that it deserves a full-time employee. Finally, Dallin recommended the county's purchasing should be centralized to eliminate redundancies and minimize expenditures.

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Mike Healy, Director of Public Works

On December 16, 2020, the Director of Public Works gave a presentation to the MCCGJ. His top priority is the safety of county residents traveling on approximately 564 miles of county roads (over 200 miles of which are unpaved), and over the 14 bridges which are in the process of being rebuilt or replaced. In addition, he is responsible for the maintenance of county buildings, parks, and over 400 county vehicles. Other responsibilities include handling permits and managing six wastewater treatment plants. Managing all of this is a constant challenge, given budget constraints, which were exacerbated due to loss of revenue from the COVID-19 crisis.

Considering the damage caused by recent fires, storms, and wind events, Mike said that he and his team have done a good job, despite the additional work created by the natural disasters.

Michael Fagalde, Mariposa County Superior Court Judge

Presiding Judge Dana Walton retired at the end of January 2021. On February 3, 2021, Mariposa County Superior Court Judge Michael Fagalde introduced himself to the MCCGJ. Judge Fagalde is originally from San Jose, CA, is a longtime resident of Catheys Valley and has been a state appointed judge for seven years. Following law school at Santa Clara University, he worked for Merced County in the public defender's office. He has extensive experience as a criminal defense attorney. As the county judge, he presides over adult, and juvenile criminal cases, as well as adoption proceedings. Since Judge Dana Walton's retirement, Judge Fagalde is the sole judge in Mariposa County.

Judge Fagalde has daily interactions with the BOS, county departments and external service providers. Having served as a grand juror himself, he understands and highly values the significant commitment made by grand jurors. He believes that the grand jury serves as the eyes and ears of the community. Judge Fagalde is an invaluable legal resource, advising the grand jury in areas such as obtaining information, records, agency responses, investigations and ultimately the final report.

Shannon Gadd, Director of Health and Human Services

On February 17, 2021, the Director of Health and Human Services, Shannon Gadd, met with the grand jury via ZOOM from her office in Mariposa. Ms. Gadd took charge of the Health and Human Services (HHS) department in October 2020 amidst the greatest health crisis the world has seen in over one hundred years. In advocating for a "culture of safety," Shannon looks to incorporate best practices from such diverse industries as the airlines, and nuclear power. Her goal is to build a system of care that starts with a focus on a specific individual, and his or her specific needs as opposed to the classic approach to managing HHS programs. This involves finding holistic solutions for at-risk children, homelessness, food insecurity and isolation intervention within our county's rural areas.

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The MCCGJ learned that there is a much larger homeless population than those we see on the street. At the time of the presentation, Ms. Gadd reported that there were 84 homeless children in the community. She is committed to tackling the root causes of homelessness such as the shortage of affordable housing, mental illness, trauma, and substance abuse. Her goal is to be proactive by building strong community foundations, which involves an employment skills program, and life planning, with families and the aging, *before* a crisis occurs. To better connect with those in need Ms. Gadd is collaborating with convenience stores, faith-based groups and both the Spanish-speaking, and indigenous communities.

The MCCGJ was asked to advocate for a Public Information Officer (PIO) for HHS who would greatly benefit our community by substantially improving communications between the public, and governmental agencies.

CONCLUSION:

After all the leaders had an opportunity to share information on their respective district or agency the MCCGJ heard a common and resounding themes. There is a critical need for a Public Information Officer (PIO) for the County of Mariposa. The COVID-19 pandemic has adversely affected all aspects of life in our county.

COVID-19 necessitated the closure of lobbies, and offices to the public. It should be a high priority to ensure the public's uninterrupted access to government while ensuring the health and safety of the staff, and the community. It is necessary for the public to have open, and ready access to local government to facilitate, and maintain a healthy democracy.

FINDINGS:

F1. There is critical need for a Public Information Officer (PIO) for the County of Mariposa. Too much conflicting and inaccurate information is being parceled out to the county residents.

F2. Public offices were closed, and community services were unavailable for an extended period.

RECOMMENDATIONS:

R1. Although the current hiring budget has been negatively depleted due to the COVID-19 pandemic and loss of TOT revenue, it is our recommendation that this position be filled as soon as possible to ensure continuity of information is provided to the public.

R2. The BOS should ensure that the lessons learned in 2020 are applied, such that uninterrupted governmental functions, and services remain fully open and accessible during times of crisis.

REQUESTED RESPONSE:

Mariposa County Board of Supervisors R1, R2

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Merced Irrigation District Settlement

SUMMARY:

During its term, the Mariposa County Civil Grand Jury (MCCGJ) was made aware of the 2017 settlement with the Merced Irrigation District (MID). Mariposa County can utilize settlement funds to develop water projects, within a limited timeframe.

GLOSSARY:

MCCGJ – Mariposa County Civil Grand Jury
MID – Merced Irrigation District
BOS – Board of Supervisors
PM – Project Manager

METHODOLOGY:

The MCCGJ gathered information during interviews and researched the subject, using the internet.

BACKGROUND:

During the MCCGJ's term, we were made aware of the settlement with the MID regarding Mariposa County's water rights. After some discussion we felt there was a need to inquire about how this agreement might help Mariposa County.

The initial agreement was signed in 1968 and expired in 2018. In that agreement, Mariposa County was to receive 100,000 dollars per year of the revenue generated electricity by the construction of a reservoir (Lake McClure), and a hydroelectric plant, built by the MID in northern Mariposa County.

Negotiations between the MID, and Mariposa County began in earnest in 2010. In order to preserve this revenue stream, Mariposa County had to either negotiate a new contract, or construct a separate reservoir on the south fork of the Merced River. Since that river has a federal "wild and scenic" declaration, it would not be an impossible task but would be a time consuming, and expensive endeavor.

After the MID filed suit in 2013, both sides continued to negotiate the current agreement which was eventually signed by Tulare County Superior Court Judge David C. Mathis on Oct 26, 2017.

DISCUSSION:

As part of the settlement Mariposa County was to receive a one-time payment of $1.5 million dollars to be used at the county's discretion. In addition, the county was to receive $300,000 per year for 30 years; this amount could be variable since it is based on the MID's hydroelectric sales. In addition, a major facet of the settlement was that 6% of the MID's annual gross hydroelectric generation revenues would go into an escrow account for development of water

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projects, at Lake McClure. The maximum amount for this escrow account is $18 million, and it is expected that this maximum amount would be accumulated much earlier than the 30-year period. If the county does not develop any water projects, then at the end of the 30-year period, the escrow account will be split evenly between the MID, and Mariposa County.

The agreement guarantees 30,000-acre feet per year of the county's water rights from the south fork of the Merced River and gives the county the right, for the same timeframe, to develop water projects on Maxwell Creek (4,000-acre feet per year) and Bean Creek (1,200-acre feet per year). It is the county's right to use the water from these two sources, in perpetuity.

The BOS allocated some money from the unrestricted fund in the MID settlement for the Lake McClure water project feasibility analysis, land acquisition and planning for the Mariposa Creek Parkway, acquiring parking easements for the downtown renovation project and a Parks and Resiliency master plan at Lake McClure.

In December 2019, the Board allocated funds from the initial one-time MID payment to support feasibility studies and work then began developing a request for proposal (RFP). Work on this project was paused due to the Covid-19 pandemic. These efforts will resume once the pandemic recedes.

FINDINGS:

F1. The MID Settlement represents a significant opportunity for Mariposa County that should not be squandered.
F2. The county has a limited timeframe to utilize the MID settlement funds on water projects.
F3. A project of this magnitude will take considerable time to complete and yet to date, little has been done.
F4. This is particularly important opportunity as California is prone to frequent, and extensive periods of drought.
F5. Mariposa County needs to develop sustainable water supplies to maintain its current population and future growth.

RECOMMENDATIONS:

R1. The Board, or lead agency should assign, or hire a professional project manager (PM) within 90 days of the publication of this report.
R2. The PM shall complete a feasibility study and present a preliminary plan to the Board within one year of the publication of this report.
R3. The Board should clearly document in current, and future budgets, how the unrestricted funds shall be spent, within 90 days of the publication of this report.

REQUIRED RESPONSE:
Mariposa County Board of Supervisors R1, R2, R3

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CORRECTIONAL FACILITY SITE VISITS

SUMMARY:

During the 2020-2021 fiscal year due to the pandemic, Grand Juries in California were not mandated to perform physical site visits that are normally required by law. In addition, there is no reporting requirement for site visits unless there was a complaint, or the Grand Jury determined a report was necessary based on an investigation which they initiated. The Mariposa County Civil Grand Jury of 2020-2021 decided to perform all relevant site visits and publish reports, for good cause. There were multiple complaints from inmates at the Adult Detention center. The Juvenile detention center, and Mt. Bullion Camp are both in danger of closure, so it is important to ensure the public is informed of these concerns. Closure of either of these facilities would be a great loss for our community, as well as the people of California.

Mariposa County Adult Detention Center

The Grand jury is required to "inquire into the condition and management of the public jail, prison and detention facilities in the county". Section 921 of the California Penal Code allows access by the Grand Jury.

Adult Detention Facility
5379 Hwy 49N, Mariposa, CA

Facility administrator:	Lt. Sean Land
Inspection date:	1/29/2021
Jail facility capacity:	58 beds – currently at 27
Previously inspected:	October 2019

Grand Jury Inspection Team Members: 2020-2021 Law Enforcement & Probation Committee members, and other grand jurors.

SUMMARY:

The 2020-2021 Grand Jury inspected the jail facilities and investigated complaints received from inmates. We reviewed all inmate complaints, and the individuals who made the complaints had since been released so were not available to be interviewed. We found the county detention facility to be well managed, clean, and operating within California Penal Code requirements. After a review of complaints and discussions with the staff, we found no reason for concern. The challenges faced by management and staff, and our observations during the 4-hour visit are summarized in this report. Documentation was provided and reviewed by the Grand Jury, and no irregularities were noted.

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OVERVIEW:
The facility is monitored 24 hours a day, 365 days of the year, with a minimum of two staff members required inside the jail, at all times. The staff work rotating 12-hour shifts, three days a week and perform an additional eight hours of mandated training, monthly. The staff is very limited due to funding so when custodial staff perform inmate transfers to the courthouse, a sergeant, or lieutenant must assume their responsibilities while they are offsite. Staffing is further complicated by the fact that there must always be one male, and one female officer on site at all times.

Medical staff includes one Licensed Vocational Nurse (LVN) present for eleven hours, two days per week, two full-time RNs, and one Nurse Practitioner working 20 hours per week. The medical staff perform many duties including administering Medical Assisted Treatment (MAT) to help people manage mental illness or drug and alcohol addiction, so the inmates have a chance of recovery. In addition, there is a licensed social worker available to assist inmates, 15 hours per week.

Custodial officers are trained to state standards & training for correctional officers (STC). Sheriff's Deputies must complete 1000-hour peace officer standard training (POST) to become a patrol officer.

Facility Inspection:
Areas Inspected: kitchen, medical services, visitation, cell blocks, booking, central control, staff/office area, library, and main storage unit.

The administrative office space is very cramped and lacks adequate storage space.
IT work is being done by a savvy staff member who has experience with computer systems. He is in the process of replacing all the analog cameras with new digital cameras which will provide an improved field of view, and audio monitoring.

There are both male, and female locker rooms for custody staff however locker capacity is wholly inadequate personnel working twelve and more-hour shifts. Due to a lack of adequate space, the break room is being used as a meeting room.

The control room is centrally located and elevated in the center of the cell block area. There is clear line of sight to all cell blocks, all the way to inmate population. The control center is the heart if the facility, with one guard present there at all times. Regardless of the gender population, the state mandates that there always be at least one male, and one female guard on duty.

The heart of the control room is automated system that enables the officers to easily monitor and control all doors and locks throughout the entire facility.

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The visitor center has the capability for both remote, and in-person visits. During the COVID-19 pandemic attorneys regularly made use of the visitor room to speak with clients. Defense attorneys always verify that video, and audio recording equipment are turned off.

The kitchen was clean and efficient. A private company prepares meals onsite, that staff then deliver to the inmates. No contact between kitchen staff, and inmates is allowed.
The laundry room is small, but efficient, and if cleared to do so, an inmate may be allowed to process the laundry. However due to its close proximity to the kitchen, no inmates are allowed there during meal preparation.

The medical office is well equipped and facilitates rapid COVID-19 testing for incoming prisoners. Quarantine protocol is adhered to if a test result is positive. The medical office is in operation ten hours every day. Persons infected with COVID-19 have been detected and no cases have occurred amongst the jail population.

The layout of the intake and booking area is appropriate for processing both male, and female inmates. The area includes a holding cell, sobering cell, and a safety cell. Searches are performed by officers of the same gender as the prisoner. Appropriate accommodations are available for any gender situation. Inmates are provided jail apparel and their personal belongings are kept in the storage room.

Storage room is clean, and well organized. Inmate belongings are now kept in plastic tubs, as opposed to hanging cloth bags for health and sanitary reasons. Future improvements will include a vacuum packing system to reduce the amount of space required for storage of inmate belongings.

The library contains books, a GED laptop and video conferencing systems that allow for virtual court hearings. Prisoners have the option to request in person video conferencing.

There is a virtual, attorney/client room used for communication that is not monitored by jail staff.

Layout of the Secure Areas:
Cells are designated for inmates according to gender, offense, mental stability and level of violence. Inmate placement is designed to mitigate personality clashes and ensure social distancing. There are six cell blocks in the facility. Cells are searched by each shift of guards, twice monthly.

A-block is "protected custody" with a current population of 12, and a total capacity of 16, having open bunks and stainless-steel dining tables.

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B-block is for medical security with a current population of 12, and total capacity of 16, having open bunks and stainless-steel dining tables.

C-block has two-person cells within the locked area with a capacity of 16. The dining tables are stainless-steel. Inmates are allowed into an open area within block C for meals, recreation, and entertainment.

D-block is for Women only and has locked cells within a secure area, and a total capacity of eight.

E-block is for the mentally ill (Modified Mental Health) and has a total capacity of five.

F-block is for those who will not integrate into normal populations, such as troublemakers, and has a total capacity of five.

The exercise yard is small, and miserable. No equipment is available due to safety regulations except for a small, rubber handball. During inclement weather inmates tend to stay indoors at their allotted exercise times. On average, prisoners are allowed six to eight hours in the recreation yard, daily.

Inmates:

The total capacity of the jail is 58. There were 27 inmates incarcerated at the time of our tour, the majority of whom were men. The inmates appeared fairly well-kept, definitely well fed and generally calm.

Incarcerations previously averaged 21 days however, since the enactment of AB109 it has increased to 34 days. The jail receives additional funding to account for long-term prisoners who have committed more serious crimes.

The detention center faced many challenges in recent years due to the passing of AB109 which required county detention centers to take on prisoners serving longer terms, to reduce overcrowding in the state prison system. This puts a tremendous strain on county jails, and on society as many lower-level offenders are released to make room for the transferees, coming from state prisons. This results in a situation of catch-and-release for lower-level offenders. Therefore, local law enforcement is extremely frustrated as they are unable to keep criminals off the street, and our communities safe.

Costs and complexity to manage county facilities have increased as they must now provide services, previously funded by the state.

Frequently, sixty to seventy percent of the inmate population have a mixture of mental health problems and drug addiction. People with untreated mental health issues frequently self-medicate with illegal substances and are incarcerated.

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There has been only one death by suicide in the jail's history. In the past three years, there were two legitimate suicide attempts and 20-30 individuals who threatened suicide.

Population within the jail fluctuates throughout the year because Mariposa County's overall population is cyclical, with visitors typically in numbers ranging from half a million per month in winter to over one million per month, in summer. Thirty percent of the serious offenders are people who reside outside of Mariposa County.

Law enforcement detains many people who have been recruited by drug cartels to work illegal marijuana operations. Senior cartel members are rarely apprehended.

Gang activity is not generally a problem in a small county jail, and single inmates from rival gangs usually mix without conflict.

Contraband continues to be problem. Prisoners can smuggle items in via body cavities, and ballooning because law enforcement can only perform body searches on people who have committed serious crimes, and past criminal history may not be taken into consideration. People sometimes intentionally get arrested, just to smuggle in contraband.

Officers use a Verovision scanner to search all incoming, and outgoing mail for contraband. The scanner reads 3 layers of paper simultaneously. People have been known to soak stamps or paper with liquefied drugs which inmate will then chew, to get high. Jail staff would like to would like to get a higher quality scanner to mitigate these issues.

They now have a LCSW (Licensed Clinical Social Worker) who provides treatment, and a Medical Health provider who will prescribe based on LCSW recommendations and treatment. Since the advent of the LCSW the costs for medicine have decreased significantly ($10,000 to $2,500 per month).

Individuals placed on a 5150 psychiatric hold are sent to a mental health facility for 72 hours, sometimes longer to stabilize them, if necessary. All persons brought in on a 5250 are held within the detention facility.

Medical procedures are managed similarly. When detainees require dental, or surgical procedures, the jail is required to send a staff member along with the prisoner, further exacerbating ongoing staffing challenges.

Challenges:

- Staffing is a major issue, exacerbated by non-competitive salaries.
- Budget cuts due to loss of Transient Occupancy Tax (TOT).
- COVID-19 restrictions affecting staff and prisoner morale.

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- Administrative office space is inadequate.
- COVID-19 has further complicated management of the jail.
- The HVAC systems remain inadequate. *
- There is a need for translators (Hmong, Laotian, Farsi, etc.).

* The previous grand jury suggested extensive inspection of plumbing / electrical / HVAC due to age of building and need for the building operate 24 / 7. Those systems are regularly inspected by maintenance staff.

Potential remedies:

The county has been in line to receive state funding for an addition to the jail. Architectural plans were drawn up three years ago however the funds were redirected to another county. That county has since withdrawn from the grant, so Mariposa is optimistic about securing the funding.

Officers use Google Translate to communicate with non-English speakers. The County has a service and if a person is needed, they can contact county and get a contract translator.

CONCLUSION:

Mariposa County has an excellent team of professionals who work well together for the good of the community, and more importantly for the good of detainees. These community leaders are all aligned in helping detainees return to productive life.

FINDINGS:

F1. Staffing is a major issue, exacerbated by:

- The county salary structure which is non-competitive.
- The inability to hire new staff because of budget cuts.

F2. The facility is outdated and in need of renovation.

- Administrative office space is inadequate.
- Staff locker, and equipment storage space are insufficient.
- Inmate exercise areas are dismal, outdoor stone enclosures.

RECOMMENDATIONS:

R1. The Board of Supervisors (BOS) should allocate sufficient funds for the sheriff's office to implement retention plans for high value personnel and increase salaries to competitive levels within 90 days of the publication of this report.

R2. The BOS should increase their focus on securing available state grants to expeditiously fund the construction of additional jail facilities within 90 days of the publication of this report.

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R3. The Sheriff's office should incorporate significant improvements to the outdoor exercise areas into jail renovation plans within 90 days of the publication of this report.

REQUESTED RESPONSES:

Board of Supervisors: R1 and R2

Sheriff's office: R3

Mariposa County Juvenile Hall/Probation Center Tour

5091 Bullion Street, Mariposa, California
Facility Administrator: Pete Judy, Chief Probation Officer

Inspection Date: 2/5/2021
Facility Capacity: 4 beds
Previously inspected: October 2019 by the Civil Grand Jury

Attendees: The 2020- 2021 Mariposa County Civil Grand Jury (MCCGJ) Law Enforcement Committee and other Grand Jurors.

Areas Inspected: Administrative offices and juvenile hall center.

The Mariposa County Juvenile Hall is a special purpose, 96-hour detention facility for youth who have committed offenses prior to their eighteenth birthday. The detention facility is part of the Probation Department and operates under the authority and regulations of the Welfare and Institution departments.

SUMMARY:
There are very few juveniles in the county who warrant extended stays in the facility. More often it is used as a place to counsel youth, and their parents about available resources and programs to assist with behavioral problems. The probation department, along with supporting community resources work with families to reach positive, constructive outcomes.

Two residential homes were transformed into administrative and counseling offices for the Probation department. A separate building located on the property serves as the detention center which has a dayroom, kitchen, bathroom and two detention cells. Recent improvements include new flooring and décor which provide a more secure and comfortable setting. All areas were clean and well maintained. A COVID-19 thermal scanner was installed at the main entrance and all other virus mitigation protocols are adhered to.

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The facility was not built to house serious offenders who require a high level of security. Security protocols require two staff members, every 24 hours, at an approximate cost of $1,000 per day, while occupied. Limited funds are currently available to support these staffing requirements.

Lack of funding is further exacerbated by the impacts of COVID-19 on the state, and county budgets. Mr. Judy is looking into potential grants to help sustain the department and to provide an improved facility on the same property. This would allow a relocation, and reorganization of the administrative offices as well as generate rental income from the contracted counseling professionals.

Fortunately, Mariposa has not had a juvenile in detention for more than two years, primarily because the probation department works so well with other county departments. The combined focus is on avoiding detention by utilizing alternative solutions when working with at risk adolescents.

There is, however, the possibility of the juvenile facility being closed due to budgetary constraints. If closed, this facility would not be allowed to reopen.

Mt. Bullion Conservation Camp #39 Inspection

The Grand jury is required to "inquire into the condition and management of the public jail, prison and detention facilities in the county". Section 921 of the California Penal Code allows access by the Grand Jury.

California State Department of Corrections and Rehabilitation
5730 Mount Bullion Road Access Road, Mariposa, CA
Inspection Date: March 4, 2021
Fire Camp, 11:50 a.m. – 2:00 p.m.

Attendees: The 2020- 2021 Mariposa County Civil Grand Jury (MCCGJ) Law Enforcement Committee and other Grand Jurors.

Areas Inspected: kitchen, visitation, dorms, office area, TV rooms, storage facilities, recreation/hobby areas, strike force staging areas, dining areas.

GLOSSARY
MCCGJ – Mariposa County Civil Grand Jury
CDCR – California State Department of Corrections and Rehabilitations
CCV – Crew Carrying Vehicle
ECT – Emergency Crew Transport. The new replacement for the CCV.
CAP – Corrective Action Plans

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SCC – Sierra Conservation Center, "in Jamestown serves as the primary hub for Central and Southern California conservation camps."
MKU — Mobile Kitchen Unit

SUMMARY:

The Conservation Camp at Mt. Bullion was built in the 1950's as a facility for the California Youth Authority. The camp is located adjacent to a Cal Fire station and is on 239 acres of state property. The camp's maximum capacity is 110 male inmates with a current population of 57.

The California State Department of Corrections and Rehabilitation (CDCR) Lieutenant in command of the conservation camp provided the tour. His assignment at Mt. Bullion began on December 28, 2020. His previous, nine-year assignment was at Baseline, before that camp was closed. There are nine CDCR officers at Mt. Bullion including one lieutenant, one sergeant and seven officers. There are usually two staff members on duty, per shift but only one from 11 p.m. to 7 a.m. In the event of an emergency, officers are backed up by local law enforcement.

None of the inmates have contracted COVID-19. While some staff and family contracted COVID-19, none of the inmates were affected. About half the staff, and a third of the inmates were voluntarily vaccinated. At the time of the visit, no negative reactions had been reported, increasing confidence in the vaccine.

There is a visitor center where family can meet with prisoners in a park-like, outdoor setting with BBQ's and picnic tables. Under normal conditions, as many as five guests are allowed to visit an inmate. In-person visitation was suspended during COVID-19 so a computer, equipped with Zoom is provided on Saturdays, and Sundays for a 45-minute session per prisoner, once every 30 days. Computer access is strictly limited to these Zoom sessions which are monitored, but not recorded. Two pay phones are available to the prisoners to make voice calls, at will.

Prior to the pandemic, Alcoholics Anonymous and Narcotics Anonymous programs were provided by volunteer religious organizations however at this time, no outsiders are allowed on site.

FACILITY TOUR:

At the beginning of the site tour, the MCCGJ was provided a very enjoyable lunch which was prepared, and served by inmates highlighting their teamwork, and cooking skills. The programs at the Mt. Bullion Fire Camp provide inmates with many opportunities to build life employment skills such as culinary, mechanical, welding, and fire science as well as continuing education.

The camp was very neat and well kept. The kitchen and mess hall have a large dining area. Inmates prepare three meals per day and have a Mobile Kitchen Unit (MKU) that can be deployed while fighting fires. Meals must have at least 6,000 calories per day to maintain the

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proper health of firefighters. There is a storage facility with supplies, and a large freezer where all food and consumables are securely stored.

The dormitories were spacious and under renovation to correct non-conformances, found during a recent safety inspection. The dropped ceilings in the dormitory are being removed as it was an area often used to conceal contraband. The bathrooms are also being remodeled to bring them into compliance with state and federal law. Facility improvements will include modern LED lighting.

There is a sizable laundry room which has the capacity to serve the compound's entire population when it is fully occupied by fire crews. One inmate takes care of machines, vents and filters in addition to doing the laundry. During fire season, the washers and dryers run 24 hours a day. There is a bed available in the laundry room as the person doing laundry must maximize the utilization of the machines, including clearing lint traps to reduce fire hazard.

There are additional areas of the camp that can facilitate up to 30 strike teams during a fire event. These areas are equipped with sinks, showers, two large barns outfitted as dormitories, and flat areas for tent camping. The 30 strike teams (15 in camp and 15 out on fire) are usually out on fires for 24 hours at a time. Inmates are treated the same as Cal Fire employees. Each team is comprised of two trucks with 10-15 inmates, a Cal Fire captain and two firefighters and are supervised on scene by three CDCR officers.

Cal Fire has a large maintenance facility, adjacent to the camp where inmates assist as needed.

In the event of a power outage, the entire facility can be powered by a back-up generator. The generator's diesel fuel tank is old, and corroding and there is no secondary containment to prevent the need for an environmental clean-up in the event of a fuel spill.

Depending upon the crime committed and if their time at camp is disciplinary free, records can sometimes be expunged. Inmates earn two days' sentence reduction for every day spent at fire camp. Disciplinary actions can add 30 days to their sentence. If a prisoner is released but reoffends, they may apply to return to the fire camp. If an inmate leaves camp without authorization, they will be sent back to prison and will permanently lose their eligibility for fire camp. All must remain non-violent to stay in the program.

The screening process to be in fire camp requires successful completion of a Physical Fitness Test (PFT), and Fire Fighting Training (FFT). Inmates at fire camps can apply to the Ventura Training Camp to be eligible for future employment with Federal or Cal Fire Departments.

It takes roughly 18 personnel to maintain camp function including cooking, clerical, maintenance, and laundry so the program is not exclusive to those who can fight fires.

When not fighting fires, crews work on fire prevention and suppression activities such as clearing brush and reducing fuel loads. For example, a crew was sent to Lushmeadows to help in

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the aftermath of the January 2021 Mono Wind event. Inmates also respond to floods, earthquake disasters and over-bank recoveries.

Unlike other prisons and jails in California, there are many recreational opportunities at CC39, including a gym, athletic areas such as a ball field, volleyball area, handball wall and hiking trails.

Inmates have access to a hobby shop with woodworking and metalworking equipment. Supplies such as special-order wood is charged to their trust accounts. Many inmates make gifts for their friends and family and are allowed to ship them, via mail. The ornate dining table and oversized, custom BBQ were made by prior inmates.

Indoor facilities include two TV rooms, with books in each area and a pool table. Educational opportunities include a GED course and they hope to offer college courses, in the future. Two computers with no online capability are coming to the camp so inmates will be able to prepare for the GED.

The overall number of inmates at fire camps is down, due to a combination of the early release of prisoners during the current pandemic and the impact of Prop 57 and AB109. Consolidation of fire camps is in progress throughout the state, primarily for budget reasons. There is an informative overview at https://www.cdcr.ca.gov/facility-locator/conservation-camps/.

The MCCGJ strongly believes that this is a great program and concerted effort must be made by our elected officials to ensure it remains in operation. These camps serve our communities year-round performing fire suppression, and prevention. Inmates learn skills that they can use to find gainful employment, upon their release. The inmates are compensated for their work, while at the camp. In one instance, a prisoner earned over $5,000 while serving on two deployments during his time at CC39. It would truly be a shame to lose such an invaluable program.

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Here are some current stats at the camps that Sierra Conservation Center (SCC) oversee.

13	1	2	3	4	5	6	7	Crew Total	Max Capacity	Reported Count
01 Vallecito								0	110	0
04 Francisquito (LACO)	13	14	10					37	92	53
05 Miramonte	9	12						21	89	33
10 Mountain Home			9	14	14			37	110	59
11 Acton (LACO)		14	12					26	90	54
16 Holton (LACO)		14	14					28	105	60
19 Julius Klien (LACO)	14	14		6				34	125	56
26 Owens Valley		16						16	132	20
28 Prado		13		12				25	91	38
33 Growlersburg	12	15		12				39	132	75
35 Oak Glen		12			13		9	34	160	55
36 Bautista		10	14	13				37	120	55
38 Gabilan	12	11	11					34	132	53
39 Mt. Bullion		17	17					34	110	57
41 Fenner Canyon	15	15						30	136	50
42 La Cima	11		13	14				38	90	64
Totals	86	177	100	71	27	0	9	470	1824	782

FINDINGS:

F1. The Mt. Bullion Fire Camp is more than sixty years old and appears to be well-maintained, and well run.

F2. COVID-19 protocols at the camp resulted in limited exposure to the virus and the inmate population was not affected.

While the MCCGJ cannot make formal recommendations for this state facility, we strongly urge that our local, and state representatives lobby for the continuance of this vital program.

Oversight of Mariposa County 2020 Elections Process

During the November 2020 elections, two members of the MCCGJ visited the Mariposa County elections office while employees were performing their duties; they observed the process and asked clarifying questions. The Chief Deputy County Clerk and her team worked exceptionally well together.

Pursuant to state law, one person prepared the ballots for insertion in the counting machine while another person was responsible for the proper documentation, and placing ballots into the appropriate box, for example "tallied ballots for District 3".

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A three-person team was required to process both mailed in and faxed-in ballots: one to read aloud to a second person, who marked the ballot while the third person observed to ensure accuracy. The election team felt the formal training they had received was critical to ballot certification, and smooth execution.

A technician was onsite to address potential technical issues with the vote counting machine.

The team felt the vote-by-mail system was secure since they were able to verify signatures, and confirm identities, prior to having the ballots counted. Overall, the Grand Jury was impressed with the operation, and satisfied with the overall security.

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CITIZEN COMPLAINTS

Civil Standby Report

SUMMARY:

The 2020/2021 Mariposa County Civil Grand Jury (MCCGJ) investigated a citizen's complaint and found significant room for improvement in the Mariposa County Sheriff's Office (MCSO) policies and procedures. This report outlines these findings and recommendations and proposes new technology, and service providers be used to bring all policies and procedures up to date, and in compliance with state laws. These recommendations include actions to be taken by the MCSO with the support of the Board of Supervisors.

GLOSSARY:

MCCGJ – Mariposa County Civil Grand Jury
MCSO – Mariposa County Sheriff's Office
CS – Civil Standby

BACKGROUND:

The 2020/2021 MCCGJ received a complaint regarding several matters related to the Mariposa County Sheriff's Office Civil Standby (CS) policy and procedure.

A Civil Standby occurred at the home of the complainant and this individual was concerned about several issues related as to how the CS had been initiated, how it unfolded and how repeated requests later for MCSO to provide written policy, procedure and purpose for CS were ignored.

The MCCGJ decided to investigate the general policy, procedure and purpose for CS that exists in Mariposa County. Among other things, the MCCGJ wanted to know how civil standbys are initiated within the MCSO. For example: are there forms to complete, is there paperwork involved or can one simply wave down an officer and request an immediate CS? Given that Mariposa is a small town, we were curious to know if there were specific rules, or protocol concerning officers overseeing the CS, who might have a personal relationship with either of the parties. Furthermore, we were curious to understand the standard practice for civil standbys. Who is allowed in the home, and when? Does the officer enter the premises, or only stand at the door? Can, or should the officer remove any property? Are officers specifically trained for this procedure and finally, are there policies and procedures in writing and available to the public?

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The MCCGJ believes this is a very relevant topic in Mariposa County, given the recent statistics regarding domestic violence.

METHODOLOGY:

Civil Standby is a process whereby police officers are requested by a citizen, to assist them in recovering personal property from a location where there is a potential for conflict. The MCCGJ began by looking to see if, per the complainant, there had been a breach in established standards regarding how a CS should be handled in Mariposa County.

In addition to investigating MCSO policies and procedures for CS, the MCCGJ began to explore what policies and procedures for CS are in place in other jurisdictions, within the State of California.

The Grand Jury reviewed the following documents:

- CA Penal Code related to law enforcement response to domestic violence, specifically, Civil Standby (13701c(7))
- MCSO General Order 85-4, Section IV related to Domestic Violence
- Copies of emails between MCSO, and complainant related to the complaint

In order to better understand the policies and procedures related to domestic violence, and civil procedures in Mariposa County, an interview was conducted with a representative of the MCSO.

DISCUSSION:

In response to a citizen's complaint, we reviewed the MCSO policies and procedures as well as the practices set forth by the State of California. One aspect of the complaint was that repeated requests for a written copy of MCSO policy and procedure for CS went unanswered.

The MCCGJ reviewed MCSO General Order 85-4 related to domestic violence which is available on the Mariposa County website, under "documents." In Section IV, this document states that "Officers assigned to domestic violence calls shall or through the assistance of the Family Violence Advocate, when appropriate…"Stand-by for a reasonable amount of time when complainant requests police assistance while removing essential items of personal property." It should be noted, this document was created on December 31, 1985 and revised once, on August 6, 2007.

In reviewing the California Penal Code regarding CS, the MCCGJ learned that California Penal Code 13701 states that local policies and procedures related to law enforcement response to

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domestic violence, specifically to CS (13701c(7)) shall be in writing, and shall be made available to the public upon request.

While executing our mandatory inspections of detention centers in Mariposa County, the MCCGJ discovered that the Adult Detention Center has a contract with Lexapol Corporation; Lexapol LLC is a private company based in Frisco, Texas that provides policy manuals, training bulletins and consulting services to law enforcement agencies, fire departments and other public safety departments. During our interview with the MCSO representative, we learned that their current policies and procedures are being migrated to Lexapol and are currently in the implementation phase. Once completed, this will ensure that state-of-the-art policies, procedures and training are maintained.

CONCLUSION:

MCSO procedures related to CS may not be in compliance with California Penal Code (13701c(7)) which states, specifically that law enforcement response to CS must be in writing, and available to public upon request. Furthermore, the written MCSO policies and procedures that are related to domestic violence were created nearly four decades ago. Additionally, it is not clear what the protocol is for initiating a CS. This also needs to be part of the policies and procedures and clearly outlined in writing.

Other law enforcement agencies in California have more thoroughly documented procedures for CS. For example, the San Jose Police Department Duty Manual, as well as the Elk Grove Police Department Duty Manual have detailed written policies and procedures that are readily available to the public, upon request. We also noted that Elk Grove Police Department is using Lexapol. Reference: https://www.sjpd.org/home/showdocument?id=314, http://www.elkgrovepd.org/UserFiles/Servers/Server_118017/File/Dept.%20Policy/Policy%20468%20-%20Civil%20Disputes.pdf

Given the small-town nature throughout Mariposa County, efforts should be made to prevent deputies from overseeing civil standbys of any close acquaintances, or relatives.

FINDINGS:

F1. MCSO does not have written policies and procedures related to CS that can be provided to the public, upon request.

F2. MCSO Domestic Violence published policies and procedures were created in 1985 and revised only once, in 2007.

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F3. MCSO is not in compliance with California Penal Code 13701c(7) which states law enforcement response to CS must be in writing, and available to the public upon request.

F4. Based on MCCGJ review of formal procedures published by other California law enforcement agencies and a review of California Penal Codes, the MCSO policies and procedures related to CS and domestic violence need to be updated, and improved.

F5. Special effort should be made to ensure, that whenever feasible, deputies involved in CS are not close acquaintances or relatives of the parties involved.

F6. MCSO currently uses Lexapol LLC to manage policy and procedures within the adult, and juvenile detention facilities.

RECOMMENDATIONS:

R1. The MCSO should update its current policies and procedures to include a process for initiating CS in Mariposa County.

R2. The MSCO should review and revise its domestic violence policies and procedures to comply with the California Penal Code. The policies and procedures shall be in writing and be available to the public upon request. ****After the completion of the investigation, the MCCGJ learned that new policies and procedures have been drafted and will be released with the Lexipol roll-out.***

R3. In order to avoid future potential conflicts, whenever feasible, the MCSO should not assign civil standbys to officers who are acquainted with, or related to, any of the parties involved.

R4. The MCSO should implement a process to continually update all policies and procedures to keep them in compliance with state, and federal law within 90 days of the publication of this report.

REQUIRED RESPONSES:

Pursuant to Penal Code sections §933, and §933.05, the Grand Jury requires a response from the following governing bodies within 90 days of the publication of this report:

Mariposa County Sheriff's Office: R1, R2, R3, R4

Reports issued by the Civil Grand Jury do not identify individuals interviewed. Penal Code Section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.

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Lake Don Pedro Community Services District

SUMMARY:

The Lake Don Pedro Community Services District (LDPCSD) has a long history of turmoil. There have been a number of issues raised to prior grand juries about the district, including a history of dysfunctional, and contentious proceedings amongst members of its Board of Directors (BOD).

In December of 2020, the Mariposa County Civil Grand Jury (MCCGJ) received a complaint alleging the owner of a lot, located within the district boundaries, was doubled charged the Capital Improvement Plan (CIP) fee. After reading the complaint, reviewing past complaints, researching via the internet and having a group discussion, the MCCGJ decided to investigate said complaint by performing a site inspection and interviewing the district General Manager (GM).

The MCCGJ concluded there was no solid evidence to support the claim that a CIP fee had been previously been charged. Furthermore, the grand jury concluded that under the leadership of the new GM, appropriate, corrective actions were underway.

BACKGROUND:

LDPCSD was established in 1966 and serves the water needs of 1495 metered residences, located between Lake Don Pedro, and Lake McClure in La Grange, CA. Water is drawn from Lake McClure under an agreement with the Merced Irrigation District (MID).

A description from the LDPCSD website states, "The Lake Don Pedro Community Services District (LDPCSD) is a special district and local form of government, created by vote, to provide up to 32 public services to the community. The district is currently approved to provide water services which took over the water system previously owned by the Sierra Highlands Water Company. LDPCSD provides safe drinking water to the residents of the community as well as monitor (sic) water quality, supply, and reliability."

Over the past ten years, there have been numerous complaints submitted to Mariposa County grand juries regarding the overall operations, and continuous online drama involving the Board of Directors (BOD).

In order to correct the situation and provide a higher level of focus on improving operations, the BOD hired a new full-time GM two years ago. The GM brings ten years of operational experience working for the City of Modesto. He has certifications specific to water distribution systems, i.e. Certified Water Distribution, Cross Connect and Backflow certifications. He is on the California Water Board (CWB) list of Certified Treatment Operators, as well as the Certified Distribution Operators and holds a general contractor's license.

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The GM inherited a water system that was neglected, and improperly maintained. Some of the issues inherited were no backup pumps, a lack of maintenance on the filtration system, inadequate spare parts and tools, vehicles which were non-operational and no maintenance logs were being kept. The entire operations team has been working together over the past two years to overcome these, and other deficiencies.

The water system is presently operating within EPA and State guidelines with less than 15% water loss. Potability tests on water drawn from residents' taps are regularly performed by Aqua Labs.

GLOSSARY:

AC – Asbestos Concrete (material used to make pipes in most older water systems)
BOD – Board of Directors
CIP – Capital Improvement Plan
CWB – California Water Board
GM – General Manager
LDPCSD – Lake Don Pedro Community Services District
MID – Merced Irrigation District
MCCGJ – Mariposa County Civil Grand Jury
YTD – Year to Date
PRA – Public Records Act

METHODOLGY:

The MCCGJ used emails to gather pertinent documents related to this investigation.

Members of the MCCGJ met at the LDPCSD office, interviewed the GM, and toured the facility.

The interview included a specific focus on the policies, procedures, and records regarding how fees and capital improvement charges were assessed.

One MCCGJ member inspected the lot owned by complaint, and other members of the MCCGJ inspected the water intake site and as well as the pump barge, located at Lake McClure.

DISCUSSION:

In preparation for the interview with the GM, the MCCGJ prepared detailed questions based on the complaint received in December, 2020.

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The MCCGJ requested, and received copies of the LDPCSD employee handbook, the directors handbook, and the organizational chart. In addition, LDPCSD provided their projected budget, approved budget and the year-to-date totals through 5/31/2020 for the 2019-2020 year. They also provided the LDPCSD 2020-2021 proposed budget.

Four members of the Grand Jury met the new GM at the LDPCSD facility, located at 9751 Merced Falls Road in La Grange, CA. Questions were prepared based on extensive research. We learned that the new GM was hired by the BOD approximately two years ago to provide a higher level of focus on improving operations. His predecessor was responsible for managing multiple water districts in California and worked for the LDPCSD on a part time basis, only. The former GM's efforts in raising money via grants was deemed successful, however the operational infrastructure suffered due to a lack of attention, resulting in loss of redundancy in the system, and ultimately, total failure of the intake pipes from Lake McClure. Under the new leadership, the team was able to ensure continuity of service to residents with an improved barge that fed the system, while major repairs were made to the intake pipes and pumps. The team now focusses on preventive maintenance of pumps, valves, treatment systems and delivery. The system is old and utilizes Asbestos Concrete (AC) pipes throughout. Two plus miles of pipe that deliver water from the lake to the main storage tank are made of steel and have inherent issues, due to improper welding when they were installed and often require costly repairs. Pipes located at residents' point-of-use are more easily repaired.

Pursuant to the most recent complaint, the LDPCSD researched the matter and was unable to locate any records supporting the complainant's assertion that a water meter had previously been installed at the lot in question. The GM told us unequivocally that there was never a meter installed on that lot and whatever remnants of piping that exist, were not installed by LDPCSD. There is the possibility that the pipes are a result of someone in the past, attempting to gain access to water. Furthermore, we learned that only developed lots have water meters installed. There are 3197 lots in the district with only 1495 meters installed.

The MCCGJ tour of the facility was highly informative; the facility was very well kept and appears to be in good working order. The LDPCSD water system is presently operating within the EPA, and state guidelines regarding water quality. Water loss is averages 14.2 %, with the accepted standard at 15%. The water tests are within acceptable standards. The MCCGJ investigated the billing and service charges to residents and concluded LDPCSD is operating within the framework of the law.

FINDINGS:

F1. The MCCGJ could find no hard evidence to support the assertion that a meter had been installed by LDPCSD on the lot. The circumstantial evidence provided by the complainant was inadequate to prove the claim.

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F2. LDPCSD staff reviewed the records and confirmed that a water meter was never installed on the lot.

F3. Prior to the arrival of the current GM, the water system was in poor operational condition.

F4. The GM inherited a system with limited spare parts, inadequate tools and vehicles which were not in working order.

F5. The LDPCSD board, the GM and the operations team have worked hard to rectify the deficiencies and bring the service up to a level that the customers of the district deserve.

F6. The district has been responsive to all Public Records Act (PRA) requests as well as complaints from district customers.

F7. Some information on the LDPCSD website is out-of-date and inaccurate and unfavorably represents the present status of the district.

F8. Prior civil grand juries were inundated with complaints regarding the operation, management and oversight of the LDPSCD. It has been more than two years since a Mariposa County civil grand jury has received a complaint, regarding the district.

RECOMMENDATIONS:

R1. Current, and future BODs should support the GM's efforts to upgrade the system.

R2. The GM should develop a formal complaint log to assist the district staff in tracking, and responding to customer complaints within 90 days of the publication of this report.

R3. LDPCSD staff should update the website to accurately reflect the status of key facts, such as certification status, within 90 days of publication of this report.

Pursuant to Penal Code sections §933, and §933.05, the Grand Jury invites a response from the following governing bodies within 90 days of the publication of this report:

INVITED RESPONSE:

Lake Don Pedro Community Special District: R1, R2, R3

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Mykleoaks Subdivision – Road Conditions

SUMMARY:

In July of 2020, the Mariposa County Civil Grand Jury (MCCGJ) received a formal complaint alleging poor road conditions in the Mykleoaks subdivision. The road's condition, and width were considered to be substandard, according to the complaint. Previous attempts to rectify the situation have been unsuccessful.

GLOSSARY:

MCCGJ – Mariposa County Civil Grand Jury
PWD – Public Works Director
PW – Public Works
BOS – Board of Supervisors

METHODOLOGY:

The MCCGJ used email to gather pertinent documents related to this investigation.

Members of the grand jury drove all the roads within the subdivision.

The MCCGJ interviewed the complainant.

The MCCGJ interviewed the Public Works Director (PWD) to determine how the county prioritizes road maintenance, and citizens' requests for repair. The PWD was forthcoming, and most of the responses were helpful.

DISCUSSION:

Substantial investigative efforts were made by the MCCGJ, utilizing site visits, reviewing documents, and conducting in-person interviews with both the complainant, and the PWD. It was determined that the roads width, and condition within the Mykleoaks subdivision were acceptable, with the exception of Bear Trap Lane, nearly all of which is in need of repair. It is evident that this section of the roadway within the subdivision is consistently plagued with potholes; the underlying cause has not yet been determined, or therefore corrected.

Despite numerous requests, the PW department did not supply the grand jury with any records of complaints regarding the roadways in the Mykleoaks subdivision. It appeared that no system for the tracking of complaints was in place.

The PW department has a method of prioritizing the scheduling of road repairs based on available resources, high traffic volume and public safety. There is no system in place within the PW department to ensure that lesser traveled roads will eventually receive the necessary repairs.

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FINDINGS:

F1. It was determined that the roads within the Mykleoaks subdivision were of acceptable width and condition, with the exception of Bear Trap Lane.

F2. Bear Trap Lane is in need of repair. It is evident that this section of roadway within the subdivision is consistently plagued with potholes; the underlying cause has not yet been determined, or therefore corrected.

F3. The PW department did not supply any records of complaints regarding the roadways in the Mykleoaks subdivision.

F4. The PW department has a method of prioritizing the scheduling of road repairs based on available resources, high traffic volume and public safety.

F5. There is no system in place within the PW department to ensure that lesser traveled roads will eventually receive the necessary repairs.

RECOMMENDATIONS:

R1. The PW department should review the Bear Trap Lane road conditions, develop a plan to repair the roadway and inform residents of the estimated date of completion within 90 days of the publication of this report.

R2. The Board of Supervisors (BOS) should establish a requirement for the PW department to develop, and maintain a complaint log within 90 days of the publication of this report. This complaint log should also contain the final disposition of each complaint.

Pursuant to Penal Code sections §933, and §933.05, the Grand Jury requires a response from the following governing bodies within 90 days of the publication of this report:

REQUIRED REPONSE:

Board of Supervisors: R2

INVITED RESPONSE:

Public Works Director: R1

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Public Works Department

SUMMARY:

The 2020-2021 Mariposa County Civil Grand Jury (MCCGJ) investigated the Public Works Department (PWD) Road Crews and found five major areas of concern that must be addressed: A hostile working environment, questionable Human Resources structure and behavior, inefficient operational performance, potential fiscal malfeasance and safety violations. The following report outlines the details of our investigation.

BACKGROUND:

The MCCGJ received information regarding a possible hostile working environment within our county's Public Works Department, specifically amongst the road crews. This issue initially came to the attention of the MCCGJ when, during introductory meetings with county officials, no fewer than three spoke of ongoing concerns regarding the road crews. This matter arose again during inquiries made by the MCCGJ in response to citizens' complaints.

GLOSSARY:

BOS – Board of Supervisors
HR – Human Resources
MCCGJ – Mariposa County Civil Grand Jury
OSHA – Occupational Safety & Health Administration
PWD – Public Works Department
PWC – Public Works Committee
SO – Sheriff's Office
Hostile Work Environment – per the US Equal Opportunity Commission: "To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people."

METHODOLOGY:

Based on the initial information mentioned in the background section, the MCCGJ voted to investigate the Public Works' Department (PWD) road crews and assigned the Public Works Committee (PWC) with the task. The PWC then scheduled interviews with complainants, and the head of the PWD. In addition, the MCCGJ requested contact information from the PWD to schedule interviews with crew supervisors, however, after several weeks the requested information had still not been provided. As a result, alternative means were required to schedule the necessary meetings.

Initially, all active employees either declined to meet with us, or failed to respond, some telling the MCCGJ, "off the record" that they were afraid of jeopardizing their careers, were they to speak with the grand jury. We then reached out to former employees, many of whom agreed to be interviewed. What they told us raised great concerns of favoritism, a hostile workplace, potential financial malfeasance and a cavalier attitude toward safety.

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DISCUSSION:

The evidence we collected from the interviews created considerable concern, as follows:

1. The county could incur financial, and/or legal liability from current, or former employees resulting from a hostile work environment. Former employees indicated they had retired early, due to the hostile working conditions. These individuals claimed, and provided supporting documentation of being treated differently, and unfavorably when compared to other employees within the road crews. They were chastised for insignificant matters, unrelated to their assigned duties. Interviewees stated "some of the best and hardest working employees were treated particularly poorly." This information was consistent with what the MCCGJ heard from a number of sources, throughout our investigation.

2. Mariposa County Human Resources (HR) did not provide an adequate forum for county employees to express their concerns and allowed the alleged hostile work environment to persist, for many years. Consequently, there was no function to protect the county from potential liability due to breach of employment laws. The MCCGJ asked interviewees about the role HR played in the concerns raised by the employees. Each interviewee told us the same story: no corrective action was evident with the exception of the supervisor involved being notified of the complaints, potentially making working conditions even worse. Finally, we asked the former employees whether or not HR had performed an exit interview which is a standard practice, used to understand why employees are leaving. Exit interviews were not performed. These included employees with years, sometimes decades of service to the county who loved their jobs and who left before their full retirement age.

3. MCCGJ heard repeated stories of significant loss of operational efficiency, and performance within the road crews. Actions such as sending road crews a significant distance to work on a project that a crew in the target area was already working on, reduced the efficiency of both teams. This hostile environment, along with poor communication, naturally led to a lack of motivation among the employees.

4. The PWD purportedly has a serious problem with timecard falsification. Allegations were made by former employees that one crew, considered to be "a favorite" of one supervisor, submitted timecards indicating they were working, when in fact, they were out of the office or on leave. Another interviewee provided documentation that his timecard had been altered following submission, resulting in a reduction of pay. This employee was able to provide evidence that the timecard had, in fact, been altered.

5. All interviewees relayed instances of Occupational Safety and Health Administration (OSHA) safety violations including not providing water, ice, shade or required safety and work equipment. For example, one crew ran out of water and was told by firefighters that

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cases of water were available for them at the fire camp. When they went to the camp to get water, they were told by a supervisor to return to the job and were not allowed to take the water with them. Another crew working on a bridge was forced to share one safety harness. The length of the tether on the harness was longer than the height of the bridge, rendering it useless as fall protection. On this same bridge project, the crew requested scaffolding and was told to "make do" without it. As a result, the crew was forced to use an improvised scaffolding system, made from wooden planks.

REFERENCES:

Six interviewees: former and current county employees and a union representative. Documentation including written grievances, contemporaneous notes, timecards, citizen complaints, interviews and an organizational chart.

FINDINGS:

F1. Historically, the county Human Resources department has not been regarded as a safe, unbiased or effective resource for employees.

F2. Employees of the Public Works Department have resigned, or retired due to an unchanging hostile work environment.

F3. Many employees are unwilling to speak to the Grand Jury for fear of retaliation.

F4. Multiple allegations of timecard falsification were made.

F5. Multiple allegations of OSHA, and safety protocol violations were alleged.

F6. After repeated requests for PWD policies and procedures, the PWD director indicated there were none.

RECOMMENDATIONS:

R1. The Board of Supervisors should ensure that the HR department be restructured, and effectively empowered to protect the best interests of the county, and its employees within 90 days of the publication of this report.
[The MCCGJ learned in May, 2021 that corrective actions are underway]

R2. The Board of Supervisors should investigate the allegations of favoritism, and a hostile work environment in the PWD within 90 days of this report.

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R3. The Sheriff's Office should audit, and investigate specific allegations of the falsification of timecards and if verified, the BOS should take corrective actions up to, and including termination and prosecution, within 90 days of the publication of this report.

R4. The Board of Supervisors should make changes in the PWD management structure and establish a work environment improvement plan to increase unity, and effectiveness of the Public Works teams within 90 days of the publication of this report.

R5. The PWD should establish a policy and procedures manual, specific to the PWD within 90 days of the publication of this report. The manual should be made available upon request.

REQUIRED RESPONSE:

Pursuant to Penal Code sections §933, and §933.05, the Grand Jury requires a response from the following governing bodies within 90 days of the publication of this report:

Board of Supervisors:	R1, R2, R3, R4, R5
Sheriff's Office:	R3

INVITED RESPONSE:

From the following within 90 days of the publication of this report:

County Administrator:	R1, R2, R4
Public Works Department:	R1, R2, R3, R4, R5
Human Resources:	R2, R4, R5

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

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YOSEMITE ALPINE COMMUNITY SERVICES DISTRICT

TROUBLED WATERS
A Review of Yosemite Alpine Community Services District Reveals a Turbulent Past and a Turbid Future

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SUMMARY:

Yosemite Alpine Community Service District (YACSD) is located within the greater Fish Camp, California. It is an independent district that was organized in 1969 by the Mariposa County Board of Supervisors by Resolution No. 69-45. This District currently provides water, snow removal, and road repair services for the roughly 37 customers of Yosemite Alpine Village.

In May, 1999, the SilverTip Resort submitted their application to build a 137 room hotel and conference center in Fish Camp, California. An Environmental Impact Report (EIR) was completed and concluded that the resort plans would not affect the water quantity, or quality of the Yosemite Alpine Community Services District's (YACSD) water. Despite the EIR, the YACSD Board of Directors (BOD) were determined to stop the SilverTip development project. Litigation between the owners of SilverTip, and YACSD began in 2003 and continued well into 2019.[1] In addition, YACSD filed suit against Mariposa County. The YACSD's reserves, which were designated for water system maintenance were depleted by legal costs resulting from the ongoing and protracted litigation. In 2018, the BOD sold their entire water system to Umpqua Bank, in order to pay legal bills incurred in their ongoing litigation. The cost of buying back the water system, more than $514,000, will be borne by the property owners of YACSD.[2]

During our investigation, the MCCGJ found numerous areas of concern regarding the management of YACSD. There are difficult decisions that will need to be made to ensure a viable future for the Yosemite Alpine Village community.

[1] Summary History: SilverTip Resort Project, Fish Camp. Prepared for Mariposa County Grand Jury Meeting of May 5, 2021. By the Planning Department

[2] Installment Payment Schedule found in Installment Purchase Contract between the Yosemite Alpine Community Services District and Umpqua Bank dated September 1, 2018

GLOSSARY:

EIR – Environmental Impact Report

YACSD – Yosemite Alpine Community Services District

YAV – Yosemite Alpine Village

BOD – Board of Directors

MCCGJ – Mariposa County Civil Grand Jury

CSD – Community Services District

AC – Asbestos-Cement

CEQA – California Environmental Quality Act

PSV – Palm Springs Village

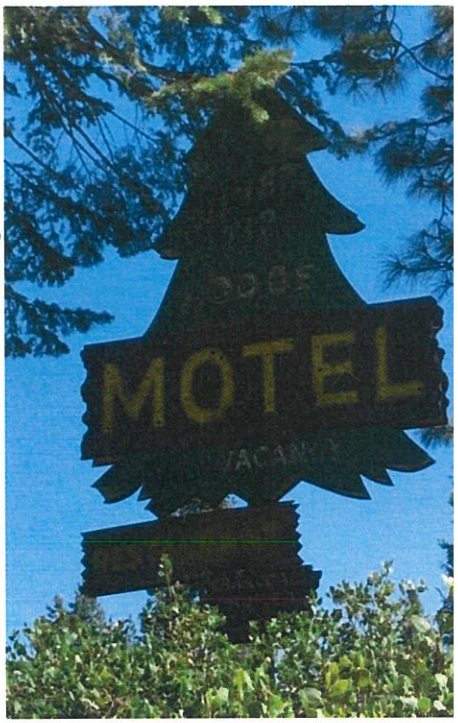
FTR – Financial Transactions Report

CDIAC – California Debt and Investment Advisory Commission

Additional information is located in the Appendix and Definitions Sections

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BACKGROUND:



The MCCGJ selected the YACSD as one of two Mariposa County community service districts to audit. The initial impetus was based solely on the fact that special districts had not been the subject of a grand jury audit in many years. While searching the State Controller's website, we found that YACSD was on the list of Special Districts who had failed to file their Financial Transactions Reports (FTRs) with the State Controller's Office for Fiscal Year 2018-19 reporting year.

While reviewing the district's failure to file, the MCCGJ discovered evidence of ongoing conflict between some property owners within YAV, and the developers of the proposed SilverTip development.

A majority of YACSD's water infrastructure is located on property owned by SilverTip resort. The original SilverTip property, owned by Robert Keller, burned down in 1981.[3] In 1969, an easement was granted YACSD "to drill two wells and install water conveying pipes in the meadow area of SilverTip for the purpose of providing water to YACSD".[4]

What followed was two decades of legal wrangling over easements, and water rights. YACSD property owners are now saddled with a debt of $514,000, in the form of a 15-year loan as well as an incalculable loss of TOT revenue for Mariposa County. Furthermore, Fire danger, while always a threat to California mountain communities, is of great concern for the area in which YAV is located – a tier-3 fire threat zone. YACSD is now without a neighbor who would have over 500,000 gallons of water available, to help fight the next wildfire in their community. A recent article in SFGate highlights the precarious, unburned "gap" between the Ferguson and Railroad fire.[5]

Built 50 years ago, the old water system, with its obsolete Asbestos-Cement (AC) Transite pipes, and aging pumps are in need of replacement. During the twenty years of litigation, 24% of the developed parcels within Yosemite Alpine Village (YAV) have become short-term rentals. There are now only two houses with permanent owner/full-time residents, the



Steam-bed erosion jeopardizes pump # 2

[3] Fish Camp Town Planning Area Specific Plan, Mariposa County Planning Dept. Appendix 1, pg. 8
[4] Sept. 12, 2007 letter from SilverTip developer to YACSD Chairman.
[5] Wildfire Concerns Near Yosemite Grow as Controlled Burns Nixed, Ashley Harrell, SFGate, May 25, 2021

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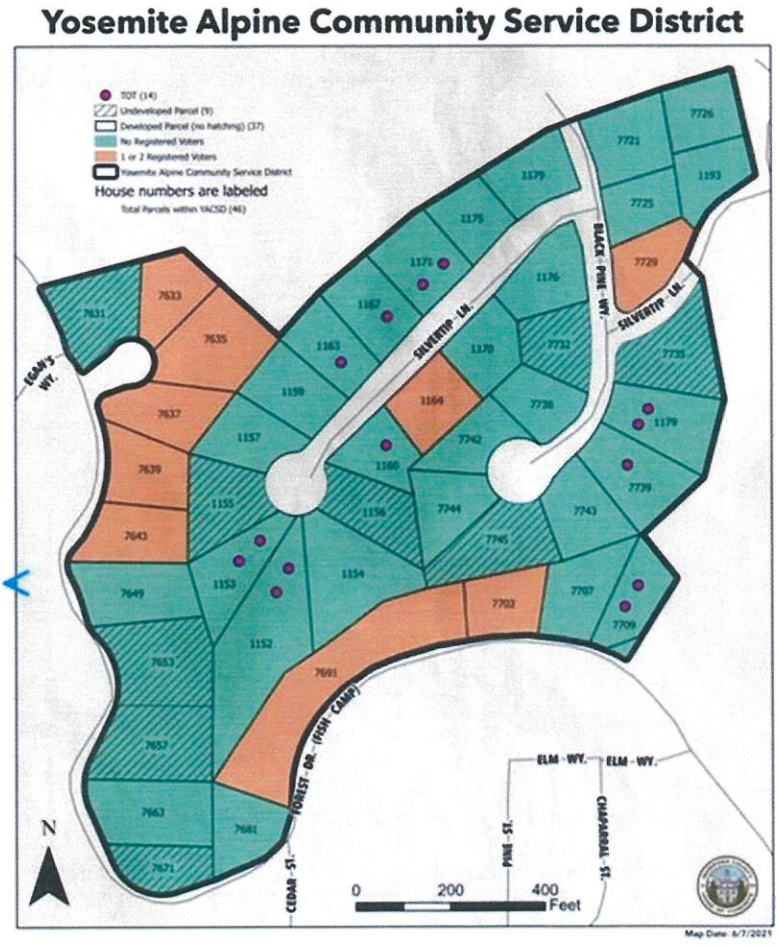
remaining 28 houses are second homes for owners living as far away as San Francisco, and Los Angeles.

METHODOLOGY:

The Grand Jury interviewed current, and former directors of YACSD as well as other YAV homeowners. We had telephone conversations with the State Controller's Local Government Programs and Services Division which deals with Special Districts. Statistics, and data were gathered from the Treasure/Tax Collector's office and the County Recorder's office. The MCCGJ met with the leadership of the Mariposa County Planning Department. Conversations were also held with personnel at Aqualabs, the company that conducts water testing for YACSD. Questions about drinking water quality, and testing were also answered by a manager responsible for state water testing. We also researched state law regarding special districts, the Brown Act, Proposition 218 and the California Environmental Quality Act (CEQA). Finally, an onsite visit was conducted at YAV, including an inspection of the wells.

DISCUSSION:

Yosemite Alpine Village is a 46-lot subdivision within the greater Fish Camp area. It was formed in 1969. These lots have traditionally been developed with second homes used by residents to enjoy the scenic beauty and recreational opportunities in the area. The community values emphasize the importance of maintaining the natural aesthetic qualities of the area. The residents recognize the potential for growth, but only in a framework that maintains the natural qualities of the area.[6] YAV currently has homes on 37 of the 46 lots.



Given that mindset, it's understandable that residents might have been concerned when they first heard of plans for a 137-room hotel and conference center to be located just across the meadow from Yosemite Alpine Village, where YACSD has its two wells. The

[6] Pg. 3 Fish Camp Town Planning Area Specific Plan. Mariposa County Planning Department.

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land where the wells and associated piping are located was never owned by YACSD. Rather, it is owned by the developers of SilverTip Resort.

Between 2001 and 2017 there were six proposals by Palm Springs Village (PSV), rejected by YACSD. YACSD steadfastly maintains that they were fighting for the right to plentiful, high quality water, rather than keeping the resort development out of their backyards. The facts, however, seem to suggest otherwise.

The Grand Jury was impressed by the amount of scientific research, and hydrological testing that went into the EIR for the SilverTip Resort Village Project. The EIR finds that SilverTip's wells are approximately 1000' below the surface and are tapping into a different water source than YACSD's relatively shallow 300' wells. The deeper wells do not affect the quantity of water at the shallower depth as these water sources are not connected.

Because of the limited number service outlets and few permanent residents, YACSD's water system requires the least rigorous testing by the State Water Board. YACSD's water is checked monthly for bacteriological contamination, annually for nitrate contamination and triennially for nitrite contamination. The California Water Board requires only larger water systems be tested for such arcane poisons as Hexachlorobutadiene. YACSD had these comprehensive tests done every two years between 1989 and 1995, they were not done again until 2002, seven years later. In the intervening **nineteen years**, the district has chosen to not have comprehensive water testing done, at all. The taste of YACSD's water is said to be excellent yet many of these dangerous chemicals, some found naturally in the rock, are tasteless. In addition, the District has pipes made from asbestos and concrete which is no longer used in water system installations.

During our investigation of the offers made by SilverTip to YACSD, we found that one offer went so far as to provide the district with a new well, guarantees on production and quality, two storage tanks, new easements and pipelines as well a bond to cover all improvements. This appeared to be a very advantageous offer for YACSD but was subsequently characterized by a director as "completely inadequate," and "atrocious – a rehash of terrible proposals rejected by YASCD over the past years." By 2014, developers were no longer offering infrastructure and proposed only easements, and the right to drill a third well. In July 2016, an "Irrevocable Offer of Dedication" was recorded by the developer, thereby guaranteeing the YACSD easements on the meadow for their wells. In February of 2017, YACSD filed suit against the County of Mariposa, challenging the Planning Department's issuance of grading permits to SilverTip. In May of 2018, Merced County Superior Court Judge Brian McCabe ruled against YACSD, leaving the district financially strapped, due to the cost of the litigation and now without the ability to improve the district's infrastructure.

Following this ruling, the YACSD BOD tried to obtain a loan to cover the cost of litigation however after numerous unsuccessful attempts, the BOD contacted the California Special Districts Association (CSDA), a non-profit created to assist California special districts, for

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advice on how to obtain financing. The funds were eventually secured through Umpqua Bank in the form of a Conveyance Agreement and Installment Purchase contract. Essentially, YACSD sold the entire "Enterprise," aka their water system, to Umpqua Bank and is now repaying the loan by imposing a "water assurance fee," on property owners. Following its passage, the "water assurance fee," was renamed, "legal expenses." The complicated dual structure of the loan was necessary because of limitations imposed by state law on how local governmental agencies may borrow. In the Conveyance Agreement, the District sold the water enterprise to Umpqua Bank for the amount of the loan and simultaneously, in the Installment Purchase Contract, bought back the water enterprise and agreed to pay for the system in a series of installments, equal to the amount of the loan, plus interest.[7] There appears to be a long history of intransparent behavior.

BOARD OF DIRECTORS TRANSPARENCY

> "The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created." CGC Section 11120

The MCCGJ found several examples of a lack of transparency in the actions of the BOD.

Openness and transparency in government are at the core of the Ralph M. Brown Act. A former director of YACSD said, in sworn testimony, that the board has always abided by the Brown Act. The YACSD bylaws, however, state not that they will comply with the Brown Act, but rather, that "the district will at all times endeavor to comply with the spirit if not the letter of these items". Could this be a tacit acknowledgement that they have no intention of following the letter of the law when it comes to the Brown Act?

In February of 2018, YACSD BOD writes:

> "*The board has started preliminary budgets set for FY 2018-2019 & 2019-2020. (There are many unknowns at this time, so various options are being prepared for board consideration). Then, at the April 15th meeting, protest letters will be received and read. If less than 50% of property owners protest the water rates, then the water budget will be set. Property owners are currently paying $7.00/1000 gallons and will be billed at that rate on the bills coming out in July 2018.*"

[7] YACSD letter to property owners, undated but in Minutes of Special Board Meeting of November 2, 2019 YACSD Secretary wrote "After it (our written response) is reviewed by the district's attorney, the response will be mailed to each property owner in YACSD."

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This last sentence gives the impression that the water budget will remain unchanged however the BOD was well aware that there would be increases, in the form of additional fees imposed, in order to repay the conveyance. The following is a quote from a property owner:

> *"We and our neighbors just learned that the Board of Directors of the YACSD, without any notice to its customers that I know of (property owners) under Proposition 218 or other similar Constitutional or statutory requirements to raise taxes or make assessments "sold" the entire water system owned by the YACSD to the Umpqua Bank for $355,280 in July of 2018; and, then apparently entered into an installment repurchase agreement to purchase back the water system for $500,000, under an arrangement it characterized as both a "loan" and an installment sale (purchase?). The impact on each lot owner in the District is that we are now charged a "Water Assurance Fee" of $750/year for the next 15 years, for a total of $11,250/lot so that the YACSD could buy back the water system that it sold to the Bank to raise $ for litigation that was neither voted on nor approved by the property owners."*

It was announced by the YACSD BOD:

> *"Proposition 218 protocol requires a Protest Hearing for water rate modifications and a Ballot Election for other rate modifications. You are being sent a Notice of Protest Hearing and a Notice of Election with this Communication. You will be mailed the ballot for the Election after the April 15, 2018, board meeting. Each property will receive one ballot which will need to be returned in the envelope provided by June 22, 2018 or handed in at the YACSD board meeting on Saturday, June 23, 2018 at 10:00 am in the Tenaya Lodge of Fish Camp."*[8]

One would expect to see a Proposition 218 Protest Form with this mailing. It was not included with the mailing, and only one homeowner protested. A homeowner described the protest vote as follows:

> "*but let me be very clear, there has never been a letter put out by the board in regards to taking out a loan, selling the Enterprise, or homeowners input towards the conveyance.... There was absolutely no discussion even in their proposed budget about taking out such a loan or even a conveyance in mind in that letter. It simply does not exist.*"

This deception is seen when a board member claims, in a letter to YACSD members that what YACSD is conveying is not their water system, and assets but rather their "net water revenues."[9] The same board member said "is it (sic) easier to get funding for infrastructure than for legal

[8] Late February 2018 Communication from YACSD
[9] 7/12/18 Email to YACSD members.

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bills."[10] This may be the reason legal expenses are referred to as "the project" in the conveyance agreement; they are being disguised as infrastructure.

"A conveyance must be acknowledged before a notary and recorded with the county recorder, or Recorder of Deeds."[11] The Grand Jury found no evidence of a deed between Umpqua Bank and YACSD at the Mariposa County Recorder's Office.

A former Director wrote,

> *"The district's legal counsel has advised the Board that California law does not require the initiation or settlement of litigation to be submitted to a vote of registered voters or property owners. That power is vested in the District's Board."*

In sworn testimony before the Grand Jury, a director claimed the loan officer from Umpqua Bank said they were not selling their assets. Two knowledgeable YACSD property-owners spoke with an Umpqua Bank representative and were told that the bank owns the "enterprise" until the repurchase contract is fulfilled. YACSD's independent auditor agrees that Umpqua Bank does, in fact, own the water system. They describe the conveyance and repurchase as follows:

> *"The district entered into a conveyance agreement with Umpqua Bank where the district sold the Enterprise to the bank. At the same time the district entered into a capital lease whereby the district would lease back said enterprise from Umpqua Bank over 15 years after which the District would regain ownership to said enterprise."*[12]

We find further evidence of concealment in YACSD's finances. The State of California requires openness, and transparency by requiring special districts to submit Financial Transaction Reports (FTR).[13] YACSD has posted on their website an independent audit through 2018-2019. Required financial reports have not been filed with the State Controller since 2017.[14] The CPA who conducted the 2018-2019 audit for YACSD writes:

> *"The District has not presented Management's Discussion and Analysis or budgetary comparison information that accounting principles generally accepted in the United States of America require be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of*

[10] Board Minutes August 11, 2018
[11] https://legal-dictionary.thefreedictionary.com/Conveyance

[12] https://yosemitealpinecsd.specialdistrict.org/files/53d6d1ef0/2018-2019+Audit+Report.pdf
[13] Government Code §53890, §61118(b)

[14] https://bythenumbers.sco.ca.gov/Special-Districts/Special-Districts-Who-Failed-to-File-FTRs-for-FY-2/rbwh-942r/data

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> *financial reporting for placing the financial statements in an appropriate operational, economic, or historical context."*[15]

In a letter to a YACSD property owner, the Executive Director of the California Debt and Investment Advisory Commission (CDIAC) wrote,

> *"As of January 23, 2019, we have not received a Report of Proposed Debt Issuance or a Report of Final Sale from YACSD as required under California Government Code Section 8855."*[16]

YACSD BYLAWS:

Interviews with BOD members revealed a few concerns.

YACSD was only able to fill four of the requited five board positions due to qualification requirements, and lack of interest. Staffing of key positions, such as general manager and treasurer does not adhere to the legal requirement that they be independent from the BOD (CA Government code 61040, and SB35).

Because of the small size of their district, the BOD has chosen to either modify, or ignore various California laws regarding special districts.

The Bylaws state that candidates for the office of Director shall reside within the boundaries of YACSD. Board members choose to define "reside" very loosely. Only one of the four directors is currently domiciled in YAV. California election code §2020-2035 sets rules for the determination of residence and domicile. Section 2031 states, "…there shall be a rebuttable presumption that the residence subject to the homeowner's property tax exemption is that person's domicile." There are only thirteen Mariposa County registered voters in YACSD. Of these, only two couples are full-time residents. One of these couples has their house for sale and the other couple has one spouse already serving as a director. Another director has stated they will not be running for re-election in 2023.

YACSD's bylaws, and state law require that a candidate for Director be a registered voter in the county, in order to serve on the board.[17] At least one director, who lives in another county but registers to vote in Mariposa County, stated that their sole purpose of doing so was to meet the qualifying requirements to serve as a director.

Due to potential conflicts of interest, state law requires that the general manager be independent from the BOD. The district is so small, it is unable to fill all five director seats, or the positions of general manager, district treasurer and secretary and with a budget of under $50,000, YACSD

[15] Yosemite Alpine Community Services District Financial Statements Audit Report June 30, 2018 and June 30, 2019.
[16] Letter from California Debt and Investment Advisory Commission Executive Director, Jan 23, 2019.
[17] Code 61040 (b)

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finds it impossible to comply with state requirements, because they cannot afford to pay an employee.

Finally, board members failed to complete the mandatory biannual ethics training.

FINDINGS:

F1. YACSD infrastructure is 50 years old and needs to be replaced. The quantity of water the wells were producing was far less than what the district claimed.

F2. Offers from SilverTip developers that included installing new wells, and infrastructure to provide high quality water were rejected by YACSD BOD.

F3. The YASCD BOD is understaffed.

F4. There is a lack of transparency between the board of directors and homeowners, specifically regarding the litigation and proposed settlements with SilverTip developers.

F5. YACSD Directors have left the district saddled with a $514,000 obligation to repurchase their aging water system from Umpqua Bank.

F6. There have been numerous allegations of California Proposition 26, California Proposition 218, Government Code §1090, and Brown Act violations by YACSD Directors, especially in relation to the Conveyance Agreement and Installment Purchase Contract.

F7. Ethics training is required every two years in accordance with AB1234. According to the YACSD website, all board members are overdue in attending this mandatory training.

F8. For fiscal years 2018-2019 and 2019-2020, YACSD is the only entity within Mariposa County on the State Controller's "Failure to File" list for Financial Transactions Report (FTR).[18]

[18] https://bythenumbers.sco.ca.gov/Special-Districts/Special-Districts-Who-Failed-to-File-FTRs-for-FY-2/rbwh-942r/data

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F9. If built as planned, the SilverTip resort would have increased the number of overnight lodging units and therefore, the county's TOT.[19]

F10. The EIR reports regarding water quality, and quantity found SilverTip wells would be drawing water from a source isolated from YACSD wells. Likewise, according to analysis, treated effluent from SilverTip would not contaminate YACSD wells.

F11. MCCGJ believes there have been Brown Act violations by the YACSD BOD.

F12. Comprehensive water testing has not been done since 2002.

F13. YACSD bylaws state that they do not follow the letter of the law.[20]

F14. YACSD is so small that they are unable to staff all positions, as required by state law.[21]

F15. The district's bookkeeping, and confidential records are kept on a personal computer belonging to a board member and there was no evidence of any back-up.

F16. The current District 5 Board Supervisor has never been invited to, nor attended a YACSD meeting.

RECOMMENDATIONS:

R1. The MCCGJ recommends the State Auditor establish a high-risk local government agency audit in accordance with Government Code §8546.10.[22] County Auditor should determine the need for a state audit within 90 days of the publication of this report.

R2. The MCCGJ recommends the District Attorney investigate allegations of Proposition 218 violations by YACSD Board members with regard to the conveyance agreement, and installment purchase contract within 90 days of the publication of this report.

R3. The MCCGJ recommends the District Attorney investigate allegations of Proposition 26 violations by YACSD Board members involved in the Conveyance Agreement and Installment Purchase Contract, within 90 days of the publication of this report.

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[19] California Regional Water Quality Control Board Central Valley Region Order No. R5-2007-0140 Waste Discharge Requirements for PacificUS Real Estate Group SilverTip Resort Village Wastewater Treatment Facility Mariposa County pg. 3-4.

[20] Bylaws, Appendix B, https://yosemitealpinecsd.specialdistrict.org/files/afe25b3b5/YACSD+BYLAWS+Accepted+Rev07Sep2015.pdf

[21] Government Code 61043 and 61040 (e)

[22] https://codes.findlaw.com/ca/government-code/gov-sect-8546-10.html

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R4. The MCCGJ recommends the District Attorney investigate allegations of Brown Act violations by YACSD Directors serving between July 2001, and 2018 within 90 days of the publication of this report.

R5. The MCCGJ recommends AB1234 mandatory ethics training be completed by all YACSD board members within 90 days of the publication of this report.[23]

R6. The MCCGJ recommends that the YACSD review, and revise the district's bylaws to improve the management actions and allow for more property owners to participate in the district's functions within 90 days of the publication of this report.

R7. The MCCGJ recommends that the county controller determine if the state controller should appoint a qualified accountant to make an investigation and to obtain the information required in accordance with Government Code § 12464 (a), within 90 days of the publication of this report.

R8. The MCCGJ recommends that all YACSD board members obtain the Certificate in Special District Governance within 180 days of the publication of this report.[24]

R9. The MCCGJ recommends district records be backed up digitally on an appropriate device, or in the cloud within 90 days of the publication of this report.

R10. The MCCGJ recommends that YACSD invite the District 5 Supervisor to their board meetings.

The current Mariposa County Civil Grand Jury respectfully requests that the 2021-2022 Grand Jury follow up on the Yosemite Alpine Community Special District investigation by completing a continuity report.

Pursuant to Penal Code sections §933, and §933.05, the Grand Jury requires a response from the following governing bodies within 90 days of the publication of this report:

REQUESTED RESPONSES:

Mariposa County District Attorney: R2, R3, R4

INVITED RESPONSES:

YASCD Board of Directors: R5, R6, R8, R9, R10
Mariposa County Auditor / Controller: R1, R7

[23] https://www.fppc.ca.gov/learn/public-officials-and-employees-rules-/ethics-training.html
[24] https://www.sdlf.org/programs/governance

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BIBLIOGRAPHY:

CSDA's Guide to Special Districts Laws and Related Codes. California Special Districts Association. 2007

Community Needs, Community Services: A Legislative History of SB (kehoe) and the "Community Services District Law". March 2006

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Special Districts: Improving Oversight & Transparency. Little Hoover Commission. Report #239, August 2017

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What's So Special About Special Districts?: A Citizen's Guide to Special Districts in California. Fourth Edition, October 2010.

https://www.kqed.org/science/1973138/how-a-small-forest-community-saved-itself-from-fire

https://www.sfgate.com/california-parks/article/Yosemite-fire-season-prescribed-burns-16199329.php

Yosemite Alpine Community Services District Bylaws

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APPENDIX:

YACSD BYLAWS:

https://yosemitealpinecsd.specialdistrict.org/files/afe25b3b5/YACSD+BYLAWS+Accepted+Rev07Sep2015.pdf

DEFINITIONS:

The Brown Act: California state legislation which requires local government business to be conducted at open and public meetings, except in certain limited situations.

CEQA: The California Environmental Quality Act (CEQA) requires state and local government agencies to inform decision makers and the public about the potential environmental impacts of proposed projects. Agencies must determine if these impacts will be significant, and identify alternatives and mitigation measures that will substantially reduce or eliminate significant impacts on the environment[25]

Conveyance: A generic term for any written document which transfers (conveys) real estate property or real property interests from one part to another. A conveyance must be acknowledged before a notary (or if a court judgement be certified as the same as the document on file) and recorded with the County Recorder or Recorder of Deeds.[26]

CSD: A Community Services District (CSD) is a special district that provides multiple services.[27]

Easement: A right to cross or otherwise use someone else's land for a specified purpose.

EIR: An Environmental Impact Report (EIR) is the highest level of environmental review document pursuant to California Environmental Quality Act (CEQA). This is required if the project may cause adverse environmental impacts. "An EIR contains in-depth studies of potential impacts, measures to reduce or avoid those impacts, and an analysis of alternatives to the project."[28]

Enterprise: "Enterprise means the District's water system, including all facilities, works, properties and structures of the District for the treatment, transmission and distribution of potable and non-potable water, including all contractual rights to water supplies, transmission capacity

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[25] https://wildlife.ca.gov/Conservation/Environmental-Review/CEQA

[26] https://legal-dictionary.thefreedictionary.com/Conveyance

[27] Community Needs, Community Services: A Legislative History of SB 135 (Kehoe) and the "Community Services District Law" found at https://sgf.senate.ca.gov/sites/sgf.senate.ca.gov/files/CNCSReport.pdf

See also: Government Code §61000

[28] https://opr.ca.gov/ceqa/

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supply, easements, rights-or-way and other works, property or structures necessary or convenient for such facilities, together with all additions, betterments, extension and improvements to such facilities or any part thereof hereafter acquired or constructed (but for purposes of this Agreement only to the extent the components of the Enterprise may be legally transferred by the District)."[29]

LaFCo: "The Local Agency Formation Commission, also known as 'LAFCo,' is a regulatory agency with county-wide jurisdiction, established by state law to discourage urban sprawl and encourage orderly and efficient provision of services, such as water, sewer, and fire protection. … Mariposa County LAFCo is an independent, state-mandated agency and is not a County department."[30]

Latent Power: "Latent power" means those services and facilities authorized by Part 3 (commencing

with Section 61100) that the local agency formation commission has determined, pursuant to

subdivision (h) of Section 56425, that a district did not provide prior to January 1, 2006.

The powers which a district is authorized to use but does not currently employ are called latent powers. Special districts can usually enact latent powers by vote of the district board. In some cases, however, district voters must approve new powers.

Negative Declaration: "A written statement briefly describing the reasons that a proposed project will not have a significant effect on the environment and does not require the preparation of an environmental impact report."[31]

The Project: This was found to be a rather amorphous term. It is used twice in the Conveyance Agreement between Umpqua Bank and YACSD:

"WHEREAS, the District and the Lender desire to provide funds to certain legal costs and expenses of the District for the benefit of the District (**the "Project"),** to be repaid by installment purchase payments to be made by the District, as purchaser of the Enterprise (as defined in the Installment Purchase Contract), … ." "The District hereby agrees to cooperate and provide further assurances to the Lender in order to accomplish the purposes of this Conveyance Agreement. The District hereby agrees to indemnify and hold the Lender harmless against any and all claims, losses, costs or damages as a result of the District's conveyance of the Enterprise to the Lender as provided herein, or the financing of **the Project**."[32]

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[29] Installment Purchase Contract between the Yosemite Alpine Community Services District and Umpqua Bank. September 1, 2018, pg. 3

[30] https://www.mariposacounty.org/121/Local-Agency-Formation-Commission-LAFCo

[31] https://www.lawinsider.com/dictionary/negative-declaration

[32] The Conveyance Agreement between Yosemite Alpine Community Service District and Umpqua Bank, Section 2.

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Proposition 218: "Proposition 218 requires voter or property-owner approval for local taxes, assessments and fees, except for property-related water, sewer and waste management fees, and sets up procedures to carry out these elections. Prop 218 was in response to local governments' reliance on fees and assessments as a result of Proposition 13."[33]

Special District: "A Special District is a separate local government that delivers public services to a particular area."[34]

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.

[33] Understanding Proposition 218 (December 1996), Legislative Analyst's Office. CSDA Guide to Special District's Laws and Related Codes

[34] What's so Special About Special Districts? Mimia Mizany and April Manatt, pg. 4. https://www.napa.lafco.ca.gov/uploads/documents/specdist.pdf

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August 3, 2021

The Honorable Michael Fagalde
Presiding Judge
Mariposa County Superior Court
5088 Bullion Street
Post Office Box 28
Mariposa, CA 95338

Re: Response to the Mariposa County 2020-2021 Grand Jury Reports

Dear Judge Fagalde:

The Mariposa County Board of Supervisors is grateful for the time and dedication of grand jury members who have volunteered over the past year. This response is submitted with respect to the findings and recommendations of the grand jury. Please note that this response includes items released in the June interim report, which were also included in the final report, and the final report issued in July.

Because the Board of Supervisors directly oversees all County departments not represented by another elected official, this response is made on behalf of the Administration, Human Resources and Public Works Departments as well as the officials serving in those departments. The Board acknowledges and agrees with all findings in the report unless specified otherwise in the comments below. Accordingly:

Guest Speaker Presentations

1. The Board advocates for maximum transparency in government whenever and wherever possible. It is concerning however that publication of this section may discourage those interviewed in the future from sharing information they might otherwise disclose to the grand jury. The Board does not advocate any particular course of action for grand juries, but encourages future grand juries to ensure a safe and open environment for interviewees.

2. The Board agrees there is a critical need for a public information officer in Mariposa. This position was approved in 2019, but the needed funds did not materialize. The position became frozen in 2020 due to the novel coronavirus pandemic and remains frozen today. The public information officer is not the only critical position that remains frozen and we look forward to unfreezing and filling each of these positions as soon as we are able.

3. Office closures caused by the novel coronavirus pandemic were unavoidable in response to directives from the State of California. The County continued to operate even when offices closed with many employees reporting to their regular workstation each day. The County also safely reopened offices, and Board meetings in particular, months before many peer counties across the state. With that clarification, the Board acknowledges there have also been many lessons in the past year, and many technological improvements, that will improve the County's resilience moving forward.

Merced Irrigation District (MID) Settlement

1. In December 2019, the Board allocated $250,000 for the initial water project feasibility studies. The Board further designated the Water Agency Advisory Committee as the entity that would take the lead investigating possible projects and their feasibility.

   The Water Agency Advisory Committee was unable to meet for an extended period during the novel coronavirus pandemic. This group has begun meeting again this year and intends to make some preliminary recommendations to the Board in the coming weeks that will enable the County to secure a qualified firm for the first round of studies.

2. Unrestricted MID Settlement funds have been clearly identified in each budget. The Board has directed staff to continue this practice.

Correctional Facility Site Visit

1. The Board disagrees that correctional facility staff salaries are non-competitive. These salaries were established by a market study in 2018 and officers in these positions receive negotiated annual increases that are routinely greater than the Consumer Price Index (CPI). Contractual increases total 10.5% over the last three years.

   All departments that rely on the County General Fund saw some budget reductions in the wake of COVID-19. The Sheriff's budget, including the jail, is the largest General Fund budget in the County. Despite this, the Board worked closely with Sheriff Binnewies to minimize the community impact of necessary reductions and it continues to work with Sheriff Briese to restore positions as quickly as possible. The Sheriff's six highest priorities, including one correctional officer, were unfrozen in the Fiscal Year 2022 budget. As with the public information officer previously addressed, the Board looks forward to unfreezing remaining positions in all departments as soon as that is possible.

2. The Board agrees the adult correctional facility is in need of renovation and expansion. Every effort has been made to secure necessary funding for these actions in the past and the Board will continue to support such efforts until renovation and expansion has been achieved.

Mariposa County 2020 Elections Process

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1. While no specific findings or recommendations are noted on this item, the Board wishes to express its gratitude to the grand jury for following up on this concern and confirming the security of elections in Mariposa County.

Mykleoaks Subdivision Road Conditions

1. The Board agrees that roads within this subdivision are of acceptable width and condition. The Public Works Department has been advised to review the condition of Bear Trap Lane.

2. The Board has noted the recommendation for a complaint log in Public Works. It also notes the development of a capital improvement plan, including a plan for future road improvements, which has been discussed and will be included in a future staff work plan.

Public Works Department

1. The Board asserts that it is overly broad to allege that Human Resources has not historically "been regarded as a safe, unbiased or effective resource for employees" (F1), particularly when the focus of the grand jury investigation is a single department other than Human Resources. The Board is aware of many instances when employees have effectively relied on Human Resources and the grand jury has not provided sufficient evidence to support its finding to the contrary. The Board must disagree with Finding F1 on these grounds.

   As it happens, the Board repositioned Human Resources in December 2020 as a division of Administration. This change improves the ability of the County to recruit qualified human resources directors and is intended to empower Human Resources to objectively pursue the best interest of the County.

2. Public Works does have specific policies and procedures to which they are expected to adhere, including many countywide policies.

3. The remaining findings and recommendations in the interim report refer to personnel matters that the Board is obligated under the law to keep confidential. The Board can neither agree nor disagree with these findings and recommendations. As feedback for future grand juries, the Board notes that the provided report on this topic is vague, imprecise, and inadequate as a basis for personnel action or investigation. Any action that may or may not be taken by the Board of Supervisors regarding this matter will be based on independent investigations conducted by qualified third-party investigators.

This concludes the responses of the Mariposa County Board of Supervisors to the FY 2020-2021 Grand Jury report. The Board of Supervisors is pleased with the progress that has been made in so many areas of our county, including several mentioned here. We are grateful to the Grand Jury for the opportunity to continue address and improve the aspects of our operations discussed.

Sincerely,

Marshall Long, Chair
Mariposa County Board of Supervisors

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MARIPOSA COUNTY

Administration · 966-3222

MEETING: August 3, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Real Property Negotiation

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:**
(Government Code Section 54957 (b) (1))
_____

[ ] **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Position of employee under review:_____ (Government Code Section 54954.5)

[ ] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[X] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR** (Government Code Section 54954.5)
Description of real property: 5080-5082 Bullion Street, Mariposa (APN 013-152-0060)
Agency negotiator: Dallin Kimble, County Administrative Officer
Closed session will concern: (X) price; (X) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: CLOSED SESSION HELD