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

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**

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**

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 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

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 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.

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)**

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 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

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-430

MEETING: July 27, 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: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-431

MEETING: July 27, 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: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12022

MARIPOSA COUNTY

Sheriff's Office · 209 966-3615

RESOLUTION - ACTION REQUESTED 2021-432

MEETING: July 27, 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: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12020

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2021-433

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Approve Legal Services Agreement with Liebert Cassidy Whitmore

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RECOMMENDATION AND JUSTIFICATION:
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.

LCW is currently representing the County in several personnel matters and the previous contract has recently expired. LCW will also be representing the County in upcoming labor negotiations with two bargaining units. LCW staff additionally provides periodic training services.

LCW is a premier labor law firm with offices throughout the State and staff has access to expert attorneys at all of their locations.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The previous Agreement with LCW was approved by the Board on July 28, 2020 in the amount of $250,000. The Board of Supervisors has been approving agreements with LCW since 1991.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the Agreement and hire another labor law firm for legal services. However, a negative action would result in an interruption of continuity since LCW is currently representing the County in several existing personnel matters. A negative action would also leave unpaid invoices for services rendered by LCW attorneys.

FINANCIAL IMPACT:
Funding is budgeted in the various affected funds.

ATTACHMENTS:
Liebert Legal Svcs Agt 7-2021 (PDF)

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

REF ID# 12008

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this day of 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Liebert Cassidy Whitmore, a professional corporation ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform consultation, representation, legal services, and training as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $250,000. The Contractor's hourly rates are listed in Exhibit B, "Fee Schedule," and technology fees to manage electronically-stored information are described in Exhibit C, "Schedule II - LCW Litigation and E-Discovery Management." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: Liebert Legal Svcs Agt 7-2021 [Revision 1] (RES-2021-433 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

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

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

(4) Professional Liability (Errors and Omissions) Insurance appropriates to the Contractor's profession, with limit no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability

Attachment: Liebert Legal Svcs Agt 7-2021 [Revision 1] (RES-2021-433 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: Liebert Legal Svcs Agt 7-2021 [Revision 1] (RES-2021-433 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

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

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
J. Scott Tiedemann
Liebert Cassidy Whitmore
6033 W. Century Blvd., Suite 500
Los Angeles, CA 90045

COUNTY:
County of Mariposa
P.O. Box 1917
Mariposa, CA 95338

11. COMPLIANCE

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

Attachment: Liebert Legal Svcs Agt 7-2021 [Revision 1] (RES-2021-433 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

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

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

16. NO WAIVER

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

Attachment: Liebert Legal Svcs Agt 7-2021 [Revision 1] (RES-2021-433 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

Attachment: Liebert Legal Svcs Agt 7-2021 [Revision 1] (RES-2021-433 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

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

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

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

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

Attachment: Liebert Legal Svcs Agt 7-2021 [Revision 1] (RES-2021-433 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Board of Supervisors	J. Scott Tiedemann Managing Partner
ATTEST:	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Liebert Legal Svcs Agt 7-2021 [Revision 1] (RES-2021-433 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

Exhibit A

SCOPE OF WORK

Contractor will provide consultation, representation, training services, legal services including representation in negotiations, administrative, and court proceedings, and other similar services that will assist the Human Resources Office with personnel-related issues.

Attachment: Liebert Legal Svcs Agt 7-2021 [Revision 1] (RES-2021-433 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

Exhibit B

LIEBERT CASSIDY WHITMORE

FEE SCHEDULE

HOURLY RATES

Partners	$380.00
Senior Counsel	$325.00
Associates	$210.00 - $305.00
Labor Relations/Human Resources Consultant	$240.00
Paralegals	$135.00
E-Discovery Specialists	$135.00
Law Clerks	$135.00 - $175.00

Attachment: Liebert Legal Svcs Agt 7-2021 [Revision 1] (RES-2021-433 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

Exhibit C

SCHEDULE II

LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information ("ESI") in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of $375 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

Litigation Case Staffing

LCW has organized its litigation practice to meet the challenges of today's complex litigation cases. We employ a dedicated Litigation Manager – a non-billing attorney litigator – whose responsibility is to monitor all litigation cases to ensure quality, efficiency, and adherence to client and firm litigation guidelines. Each litigation case is staffed with a Partner, an Associate (or Associates, as required and as approved by the Client), a Paralegal and an E-Discovery Specialist. Our E-Discovery Specialists have extensive experience in the efficient management of electronic data through every stage of the e-discovery life cycle, and they strategize with attorneys and clients on effective ESI protocols. This makes the document review process more efficient and enables our attorneys to target the most relevant data to meet litigation objectives. Working with our e-discovery managed services provider, we are able to provide state-of-the-art data processing and hosting services at below-market rates.

Attachment: Liebert Legal Svcs Agt 7-2021 [Revision 1] (RES-2021-433 : Approve Legal Services Agreement with Liebert Cassidy Whitmore)

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2021-434

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: DSA Side Letter of Agreement-2021 Juneteenth Holiday

RECOMMENDATION AND JUSTIFICATION:
Approve a Side Letter of Agreement with the Deputy Sheriffs' Association (DSA) 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.

On June 17, 2021, the President signed the Juneteenth National Independence Day Act legislation into law, making June 19 a federal holiday. Public offices were closed on Friday, June 18, 2021, to observe the holiday for the first time. Mariposa County followed suit pursuant to bargaining unit memoranda of understanding.

The duty schedule for employees in the DSA unit, specifically employees in the classifications of Custodial Deputy, Sheriff's Deputy, and Sheriff's Detective, had already been prepared at the time Juneteenth was declared a holiday. The employees in these classifications should also receive the benefit of an additional holiday.

It is recommended that the employees in the above-mentioned classifications receive eight hours of holiday credit that represents the 2021 Juneteenth holiday. The additional eight hours of holiday time will be required to be taken during the 2021 calendar year. The Side Letter of Agreement will be attached to the current DSA Memorandum of Understanding and incorporated therein.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has previously approved similar Side Letters of Agreement in the past, most recently for the December 24, 2020, Christmas Eve federal holiday.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action would result in certain employees in the DSA bargaining unit not receiving the additional holiday benefit.

FINANCIAL IMPACT:
N/A.

ATTACHMENTS:
DSA Side Letter of Agreement re Juneteenth add'l holiday 2021 (PDF)

REF ID# 12011

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

SIDE LETTER OF AGREEMENT BETWEEN THE COUNTY OF MARIPOSA AND THE DEPUTY SHERIFFS' ASSOCIATION

This Side Letter of Agreement is made a part of and incorporated into the Memorandum of Understanding dated January 1, 2019 through December 31, 2021 by and between the County of Mariposa and the Deputy Sheriffs' Association.

WHEREAS, on June 17, 2021 the President signed the Juneteenth National Independence Day Act legislation into law making June 19 a federal holiday, and public offices were closed on Friday, June 18, 2021 to observe the holiday for the first time. Mariposa County followed suit pursuant to bargaining unit memoranda of understanding and County offices were also closed on June 18, 2021, and

WHEREAS, section 9.1 of the Memorandum of Understanding (MOU) with the Deputy Sheriffs' Association (DSA) provides thirteen (13) paid holidays per year to the classifications of Custodial Deputy, Sheriff's Deputy, and Sheriff's Detective and these thirteen (13) holidays are worked into the duty schedule and these holidays must be taken by the end of the calendar year, and

WHEREAS, the duty schedule that included the date of Friday, June 18, 2021 was prepared far in advance of the holiday declaration and thus, the additional holiday was not reflected in the schedule, and

WHEREAS, the parties recognize that employees in the aforementioned classifications were either scheduled to have a regular day off on June 18, 2021 or may have been required to work on this day and consideration shall be given to those employees so that they too receive the benefit of the additional holiday;

NOW, THEREFORE, the parties agree as follows:

1. For those employees in the classifications of Custodial Deputy, Sheriff's Deputy, and Sheriff's Detective who had a regular day off on June 18, 2021, they shall receive eight (8) hours of holiday credit that shall be taken during the 2021 calendar year.
2. For those employees in the aforementioned classifications who were required to work on June 18, 2021, they shall receive eight (8) hours of holiday credit that shall be taken during the 2021 calendar year.
3. Pursuant to section 9.1 of the MOU, any holiday time not used during the 2021 calendar year will not be carried over into the next calendar year and will be considered forfeited by the employee. There is no cash value to the additional holiday leave identified above.
4. This agreement is not applicable to the classifications of District Attorney Investigator, Deputy Probation Officers I/II/III, and Probation Corrections Officer as these classifications are subject to the holiday schedule outlined in section 9.1.1 of the DSA MOU.

FOR THE COUNTY:

Marshall Long, Chair
Mariposa County Board of Supervisors

Date: _____

FOR THE UNION

Weston Carroll, President
Deputy Sheriffs' Association

Date: _____

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

Attachment: DSA Side Letter of Agreement re Juneteenth add'l holiday 2021 (RES-2021-434 : DSA Side Letter of Agreement-2021 Juneteenth

MARIPOSA COUNTY

Administration/Human Resources · 966-3222

RESOLUTION - ACTION REQUESTED 2021-435

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: SMA Side Letter of Agreement-2021 Juneteenth Holiday

RECOMMENDATION AND JUSTIFICATION:
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.

On June 17, 2021, the President signed the Juneteenth National Independence Day Act legislation into law, making June 19 a federal holiday. Public offices were closed on Friday, June 18, 2021, to observe the holiday for the first time. Mariposa County followed suit pursuant to bargaining unit memoranda of understanding.

The duty schedule for employees in the SMA unit, specifically employees in the classifications of Custodial Sergeant, Jail Lieutenant, and Sheriff's Sergeant-Patrol, had already been prepared at the time Juneteenth was declared a holiday. The employees in these classifications should also receive the benefit of an additional holiday.

It is recommended that the employees in the above-mentioned classifications receive eight hours of holiday credit that represents the 2021 Juneteenth holiday. The additional eight hours of holiday time will be required to be taken during the 2021 calendar year. The Side Letter of Agreement will be attached to the current SMA Memorandum of Understanding and incorporated therein.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has previously approved similar Side Letters of Agreement in the past, most recently the December 24, 2020, Christmas Eve federal holiday.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
A negative action would result in certain employees in the SMA bargaining unit not receiving the additional holiday benefit.

FINANCIAL IMPACT:
N/A.

ATTACHMENTS:
SMA Side Letter of Agreement re Juneteenth add'l holiday 2021 (PDF)

REF ID# 12012

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

SIDE LETTER OF AGREEMENT BETWEEN THE COUNTY OF MARIPOSA AND THE SHERIFFS' MANAGEMENT ASSOCIATION

This Side Letter of Agreement is made a part of and incorporated into the Memorandum of Understanding dated January 1, 2019 through December 31, 2021 by and between the County of Mariposa and the Sheriffs' Management Association.

WHEREAS, on June 17, 2021 the President signed the Juneteenth National Independence Day Act legislation into law making June 19 a federal holiday, and public offices were closed on Friday, June 18, 2021 to observe the holiday for the first time. Mariposa County followed suit pursuant to bargaining unit memoranda of understanding and County offices were also closed on June 18, 2021, and

WHEREAS, section 9.1 of the Memorandum of Understanding (MOU) with the Sheriffs' Management Association (SMA) provides thirteen (13) paid holidays per year to the classifications of Custodial Sergeant, Jail Lieutenant, and Sheriff's Sergeant-Patrol and these thirteen (13) holidays are worked into the duty schedule and these holidays must be taken by the end of the calendar year, and

WHEREAS, the duty schedule that included the date of Friday, June 18, 2021 was prepared far in advance of the holiday declaration and thus, the additional holiday was not reflected in the schedule, and

WHEREAS, the parties recognize that employees in the aforementioned classifications were either scheduled to have a regular day off on June 18, 2021 or may have been required to work on this day and consideration shall be given to those employees so that they too receive the benefit of the additional holiday;

NOW, THEREFORE, the parties agree as follows:

1. For those employees in the classifications of Custodial Sergeant, Jail Lieutenant, and Sheriff's Sergeant-Patrol who had a regular day off on June 18, 2021, they shall receive eight (8) hours of holiday credit that shall be taken during the 2021 calendar year.
2. For those employees in the aforementioned classifications who were required to work on June 18, 2021, they shall receive eight (8) hours of holiday credit that shall be taken during the 2021 calendar year.
3. Pursuant to section 9.1 of the MOU, any holiday time not used during the 2021 calendar year will not be carried over into the next calendar year and will be considered forfeited by the employee. There is no cash value to the additional holiday leave identified above.
4. This agreement is not applicable to the classifications of Sheriff's Undersheriff, Sheriff's Captain, and Assistant Chief Probation Officer as these classifications are subject to the holiday schedule outlined in section 9.2 of the SMA MOU.

FOR THE COUNTY:

Marshall Long, Chair
Mariposa County Board of Supervisors

Date: _____

FOR THE UNION

Mike Charman, President
Sheriffs' Management Association

Date: _____

APPROVED AS TO FORM:

Steven W. Dahlem, County Counsel

Attachment: SMA Side Letter of Agreement re Juneteenth add'l holiday 2021 (RES-2021-435 : SMA Side Letter of Agreement-2021 Juneteenth

MARIPOSA COUNTY

Administration/Technical Services · 966-3222

RESOLUTION - ACTION REQUESTED 2021-436

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: First Amendment to Agreement for Renew Microsoft 365 Licenses

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RECOMMENDATION AND JUSTIFICATION:
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.

Microsoft 365 offers email services through Exchange Online. With our new ERP system, all County staff will be required to have a County email address to access the system for payroll purposes. Approval of this amendment will provide an additional 200 Exchange Online licenses for staff who have not traditionally been assigned an email address at a cost of $9,600, increasing the total contract amount to $114,300.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On June 22, 2021, the Board approved the original agreement with Tangent via Resolution 2021-359.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff would return to paper-based document for payroll.

FINANCIAL IMPACT:
This amendment will cost an additional $9,600 and increase the orginal do not exceed amount to $114,300.

ATTACHMENTS:
Orginal Agreement: Renew Microsoft 365 License Agreement (PDF)
First Amendment to Agreement with Tangent for Renewal of Microsoft 365 Lic (PDF)

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

REF ID# 12017

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-359

MEETING: June 22, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Renew Microsoft 365 License Agreement for $104,700.00 July 5, 2021 to July 4, 2022

RECOMMENDATION AND JUSTIFICATION:
Approve the Renewal Agreement with Tangent for Microsoft 365 Licenses, in an Amount Not to Exceed $104,700, with a Term of July 5, 2021 through July 4, 2022; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Microsoft 365 suite is the official productivity platform for Mariposa County. An active license is required for each user and the subscription is renewed annually. The solution provides the many of the applications used throughout the county to conduct business (email, word processing, spreadsheets, etc.).

Microsoft 365 has been tremendously valuable for staff, particularly as we struggle with a new normal in terms of teleworking and flex schedules. This is a terrific step in ensuring we maintain and improve productivity and community services in our constantly changing world.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The board routinely reviews and approves contracts of this size and scope.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve. Staff would return to server-based, computer-specific mechanisms of document generation, storage, and communication.

FINANCIAL IMPACT:
The budget for this contract is included in the FY21 budget.

ATTACHMENTS:
Tangent 365 Renewal FY2122 (PDF)

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

Attachment: Orginal Agreement: Renew Microsoft 365 License Agreement (RES-2021-436 : First Amendment to Agreement for Renew Microsoft

tangent

Terms and Conditions

These Terms & Conditions (this "Terms", "Conditions", "Agreement") is between Tangent Computers, Corporation ("Tangent", "Us", "Company", "Tangent Inc.") and the individual or entity that has executed this Agreement ("You"). This Agreement sets forth the terms and conditions that govern orders placed by You for Services under this Agreement. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to the terms and conditions of this agreement and, in such event, "you" and "your" as used in this agreement shall refer to such entity. If you do not have such authority, or if you or such entity do not agree to the terms and conditions of this agreement, you may not use the services.

Terms & Services. These conditions are valid for the order which these condition accompany. Services provided under this Agreement shall be provided for the Services Period defined in Your order, unless earlier suspended or terminated in accordance with this Agreement or the order. If stated in the Service Specifications, certain Cloud Services that are ordered will Auto Renew for additional Services Periods unless (i) You provide Tangent with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention not to renew such Cloud Services, or (ii) Tangent provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Cloud Services.

Upon the end of the Services, You no longer have rights to access or use the Services, including the associated Tangent Programs and Services Environments; however, at Your request, and for a period of up to 60 days after the end of the applicable Services Period, Tangent will make available Your Content and Your Applications then in the Services Environment for the purpose of retrieval by You. At the end of such 60 day period, and except as may be required by law, Tangent will delete or otherwise render inaccessible any of Your Content and Your Applications that remain in the Services Environment.

Tangent may temporarily suspend Your password, account, and access to or use of the Services if You or Your Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', or 'Export' sections of this Agreement, or if in Tangent's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Tangent will provide advance notice to You of any such suspension in Tangent's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Tangent will use reasonable efforts to re-establish the affected Services promptly after Tangent determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Tangent will make available to You Your Content and Your Applications as existing in the Services Environment on the date of suspension. Tangent may terminate the Services under an order if any of the foregoing causes of suspension is not cured within 30 days after Tangent's initial notice thereof. Any suspension or termination by Tangent under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.

Fees. All fees payable to Tangent are due on the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that Tangent must pay based on the Services You ordered, except for taxes based on Tangent's income. All Fees for Services are listed in ANNEX A or in the preceding order form.

Attachment: Orginal Agreement: Renew Microsoft 365 License Agreement (RES-2021-436 : First Amendment to Agreement for Renew Microsoft

tangent

Terms and Conditions

New Licenses and Additions for Customers Billed Monthly. New licenses and additions will be prorated for the days remaining in the current month & include charges for the following month on the next invoice sent on the invoice date of the following month. Ex. "Your next invoice date is June 1. You place an order on May 15, Your June 1 invoice will be for the last 16 days of May, plus all of June."

New Licenses and Additions for Customers Billed Annually. New licenses and additions will be prorated for the days remaining on the annual agreement and customers will be invoiced within 5 business days. Ex. "Your annual agreement is due to renew on December 15st. You place an order on May 15, You will be invoiced for the remaining 214 days of the annual agreement."

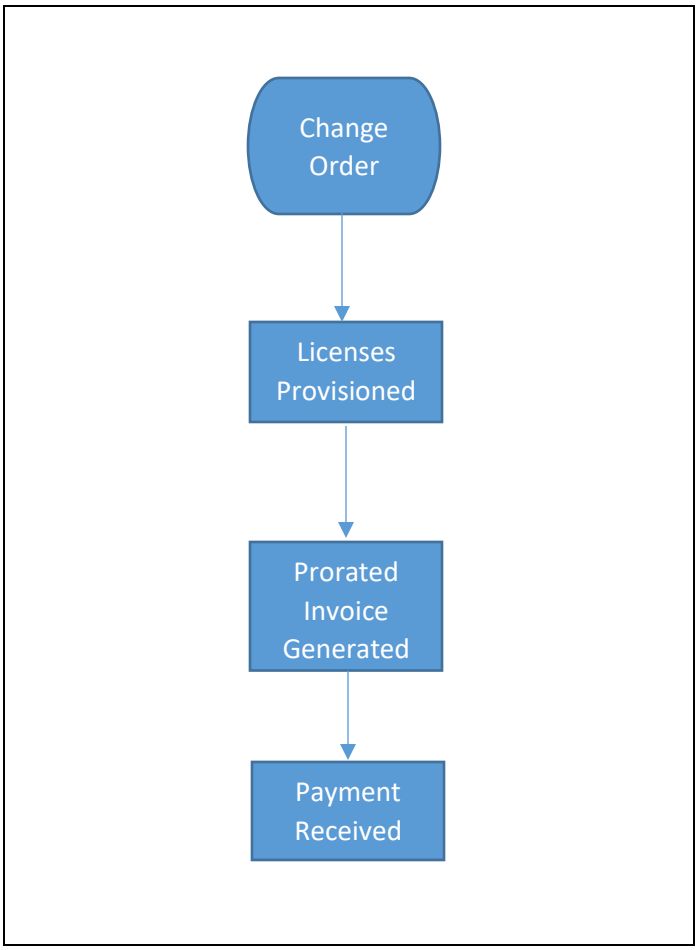
New Licenses and Additions for Customers Billed Quarterly. New licenses and additions will be prorated for the days remaining on the quarterly agreement and customers will be invoiced within 5 business days. Ex. "Your quarterly agreement is due to renew on March 31st. You place an order on March 1, You will be invoiced for the remaining 31 days of the quarterly agreement."

Changes to services. Any change to your invoice will reflect a proration on a daily basis.

- **Upgrades**: You Are allowed & will be prorated based the numbers of days remaining in the agreement for the price difference between the old SKU and the new SKU
- **Downgrades**: You Are allowed but you will not be credited back the difference in the plans. Charges for the new SKU will reflect on the next invoice.
- **Adding licenses**: You are permitted to add licenses mid-way through the agreement. Invoices will be prorated to the remaining days of the agreement.

Non-Payment and Service Shut Off. Services invoiced are subject to shut-off if the associated invoice is left unpaid over 30 days past the invoice due date.

Change Order Process Overview.



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Termination. You can cancel an agreement contract at any point in time. NO partial credits will be issued for cancelations. Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Sites and to order, receive and use the Services, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

If either party breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the order under which the breach occurred.

If Tangent terminates the order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

Rights Granted. For the duration of the Service Period and subject to Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the Services that You ordered, including anything developed by Tangent and delivered to You as part of the Services, solely for Your internal business operations and subject to the terms of this Agreement and Your order, including the Service Specifications. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Agreement and the order. You do not acquire under this Agreement any right or license to use the Services, including the Tangent Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.

To enable Tangent to provide You and Your Users with the Services, You grant Tangent the right to use, process and transmit, in accordance with this Agreement and Your order, Your Content and Your Applications for the duration of the Services Period plus any additional post-termination period during which Tangent provides You with access to retrieve an export file of Your Content and Your Applications. If Your Applications include third party programs, You acknowledge that Tangent may allow providers of those third party programs to access the Services Environment, including Your Content and Your Applications, as required for the interoperation of such third party programs with the Services. Tangent will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the Services.

Except as otherwise expressly set forth in Your order for certain Cloud Services offerings (e.g., a private cloud hosted at Your facility), You acknowledge that Tangent has no delivery obligation for Tangent Programs and will not ship copies of such programs to You as part of the Services.

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The Services may contain or require the use of Separately Licensed Third Party Technology. You are responsible for complying with the Separate Terms specified by Tangent that govern Your use of Separately Licensed Third Party Technology. Tangent may provide certain notices to You in the Service Specifications, Program Documentation, readme or notice files in connection with such Separately Licensed Third Party Technology. The third party owner, author or provider of such Separately Licensed Third Party Technology retains all ownership and intellectual property rights in and to such Separately Licensed Third Party Technology.

As part of certain Cloud Services offerings, Tangent may provide You with access to Third Party Content within the Services Environment. The type and scope of any Third Party Content is defined in the Service Specifications applicable to Your order. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider.

Ownership and Restrictions. You retain all ownership and intellectual property rights in and to Your Content and Your Applications. Tangent or its licensors retain all ownership and intellectual property rights to the Services, including Tangent Programs and Ancillary Programs, and derivative works thereof, and to anything developed or delivered by or on behalf of Tangent under this Agreement.

You may not, and may not cause or permit others to: a) remove or modify any program markings or any notice of Tangent's or its licensors' proprietary rights; b) make the programs or materials resulting from the Services (excluding Your Content and Your Applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired); c) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs) unless required to be permitted by law for interoperability, or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Tangent; d) perform or disclose any benchmark or performance tests of the Services, including the Tangent Programs; e) perform or disclose any of the following security testing of the Services Environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and f) license, sell, rent, lease, transfer, assign, distribute, host, outsource, permit timesharing or service bureau use, or otherwise commercially exploit or make available the Services, Tangent Programs, Ancillary Programs, Services Environments or Tangent materials to any third party, other than as expressly permitted under the terms of the applicable order.

Use of the Services. You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with Tangent, You accept responsibility for the confidentiality and timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Tangent is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because

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usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services, and agree to notify Tangent immediately of any unauthorized use. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

You agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your Content, Your Applications and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Tangent under this Agreement, Tangent reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing sentence (the "Acceptable Use Policy"), including the removal or disablement of access to such material. Tangent shall have no liability to You in the event that Tangent takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content and Your Applications. You agree to defend and indemnify Tangent against any claim arising out of a violation of Your obligations under this section.

You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the Services, including for the Tangent Programs, as such Patches are generally released by Tangent as described in the Service Specifications. Tangent is not responsible for performance or security issues encountered with the Cloud Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services. Except for emergency or security related maintenance activities, Tangent will coordinate with You the scheduling of application of Patches, where possible, based on Tangent's next available standard maintenance window.

Non-disclosure. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, Your Content and Your Applications residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.

A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Tangent will hold Your Confidential Information

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that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. We each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Tangent will protect the confidentiality of Your Content or Your Applications residing in the Services Environment in accordance with the Tangent security practices defined as part of the Service Specifications applicable to Your order. In addition, Your Personal Data will be treated in accordance with these terms below. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders placed under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

Data Protection. In performing the Services, Tangent will comply with the Tangent Services Privacy Policy and incorporated herein by reference. The Tangent Services Privacy Policy is subject to change at Tangent's discretion; however, Tangent policy changes will not result in a material reduction in the level of protection provided for Your Personal Data provided as part of Your Content during the Services Period of Your order. You agree to provide any notices and obtain any consents related to Your use of the Services and Tangent's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

The Service Specifications applicable to Your order define the administrative, physical, technical and other safeguards applied to Your Content residing in the Services Environment, and describe other aspects of system management applicable to the Services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content and Your Applications, including any viruses, Trojan horses, worms or other programming routines contained in Your Content or Your Applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data. You may not provide Tangent access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless specified in Your order.

Third Party Web Sites, Content, Products and Services. The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, content, products, services, and information of third parties. Tangent does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

Any Third Party Content made accessible by Tangent in or through the Services Environment is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that Tangent is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Tangent reserves the right to take remedial action if any such content violates applicable restrictions under this Agreement, including the removal of, or disablement of access to, such content.

You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third

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Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Services. Tangent may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Tangent in its sole discretion, Tangent may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes. Any Third Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

Services Tools and Ancillary Programs. Tangent may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the Services and to help resolve Your Tangent service requests. The Tools will not collect or store any of Your Content or Your Applications residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content and Your Applications) may also be used to assist in managing Tangent's product and service portfolio, to help Tangent address deficiencies in its product and service offerings, and for license and Services management. As part of the Cloud Services, Tangent may provide You with on-line access to download certain Ancillary Programs for use with the Services. If Tangent does not specify separate terms for such Ancillary Programs, then, subject to Your payment obligations, You have the non-exclusive, non-assignable, royalty free, worldwide limited right to use such Ancillary Programs solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and Your order, including the Services Specifications. Your right to use such Ancillary Programs will terminate upon the earlier of Tangent's notice (which may be through posting on a URL designated by Tangent), the end of the Cloud Services associated with the Ancillary Programs, or the date on which the license to use the Ancillary Programs ends under the Separate Terms specified for such programs.

Service Analyses. Tangent may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Tangent may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Tangent retains all intellectual property rights in Service Analyses.

Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern Your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be

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exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You acknowledge that the Cloud Services are designed with capabilities for You and Your Users to access the Services Environment without regard to geographic location and to transfer or otherwise move Your Content and Your Applications between the Services Environment and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts, as well as export control and geographic transfer of Your Content and Your Applications.

Third Party consent. You shall obtain at Your sole expense any rights and consents from third parties necessary for Your Content, Your Applications, and Third Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for Tangent to perform the Services under this Agreement. You agree to provide Tangent with all information, access and full good faith cooperation reasonably necessary to enable Tangent to provide the Services and You will perform the actions identified in Your order as Your responsibilities.

Government Rules, Regulation, and Compliance. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services. You are responsible for making Tangent aware of any technical requirements that result from Your regulatory obligations prior to entering into an order governed by this Agreement. Tangent will cooperate with Your efforts to determine whether use of the standard Tangent Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Tangent or changes to the Services.

Audit. Tangent may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order and the terms of this Agreement. You agree to cooperate with Tangent's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Tangent can end Your Services and/or Your order. You agree that Tangent shall not be responsible for any of Your costs incurred in cooperating with the audit.

Assignment. You may not assign this Agreement or give or transfer the Services (including the Tangent Programs) or an interest in them to another individual or entity. Additionally no provision shall be construed to grant rights You may otherwise not have with respect to Separately Licensed Third Party Technology licensed under open source or similar license terms.

No Joint Venture. Tangent is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. You understand that Tangent's business partners and other third parties, including any third party firms retained by You to provide consulting or implementation services or applications that interact with the Cloud Services, are independent of Tangent and are not Tangent's agents. Tangent is not liable for, bound by, or responsible for any problems with the Services arising due to, any acts of any such business partner or third party, unless the business partner or third party is providing Services as an Tangent subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Tangent

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would be responsible for Tangent resources under this Agreement.

Warranties, Disclaimer, and Limitation Of Liability. Tangent warrants that it will perform (i) Services in all material respects as described in the Service Specifications Annex A or preceding order form, and (ii) Professional Services in a professional manner in accordance with the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide written notice to Tangent that describes the deficiency in the Services (including, as applicable, the service request number notifying Tangent of the deficiency in the Services).

TANGENT DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT TANGENT WILL CORRECT ALL SERVICES ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY TANGENT, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT TANGENT DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. TANGENT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. TANGENT IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT. TANGENT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT OR SERVICES, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT OR SERVICES.

FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND TANGENT'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF TANGENT CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND TANGENT WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID TO TANGENT FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR LIMITATION OF LIABILITY NOTHING IN THIS AGREEMENT SHALL LIMIT TANGENT'S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF TANGENT, OR TANGENT'S LIABILITY IN THE TORT OF DECEIT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS

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AGREEMENT), DATA, OR DATA USE. TANGENT'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO TANGENT FOR THE SERVICES UNDER THE ORDER GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM TANGENT UNDER SUCH ORDER.

Indemnification. Subject to the terms of this Section 14 (Indemnification), if a third party makes a claim against either You or Tangent ("Recipient" which may refer to You or Tangent depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or Tangent ("Provider" which may refer to You or Tangent depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following: a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law); b. gives the Provider sole control of the defense and any settlement negotiations; and c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Tangent's ability to meet its obligations under the relevant order, then Tangent may, at its option and upon 30 days prior written notice, terminate the order.

The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Tangent will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or Services not provided by Tangent. Tangent will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible to You within or from the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). Tangent will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the

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terms of this Agreement would not otherwise infringe any third party intellectual property rights. Tangent will not indemnify You for any intellectual property infringement claim(s) known to You at the time Services rights are obtained.

The term "Material" defined above does not include Separately Licensed Third Party Technology. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use the Cloud Services and that is used: (a) in unmodified form; (b) as part of or as required to use the Cloud Services; and (c) in accordance with the usage grant for the relevant Cloud Services and all other terms and conditions of this Agreement, Tangent will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Tangent is required to provide infringement indemnification for Materials under the terms of the Agreement.

Notice; Informal Dispute Resolution. You and Tangent agree that each party will notify the other party in writing of any arbitrable or small claims Dispute within thirty (30) days of the date it arises, so that the parties can attempt in good faith to resolve the Dispute informally. Notice to Tangent shall be sent by certified mail or courier to 191 Airport Boulevard Burlingame, CA 94010 USA. Your notice must include (a) your name, postal address, telephone number, the email address you use or used for your Tangent account and, if different, an email address at which you can be contacted, (b) a description in reasonable detail of the nature or basis of the Dispute, and (c) the specific relief that you are seeking. Our notice to you will be sent electronically in accordance with this agreement and will include (x) our name, postal address, telephone number and an email address at which we can be contacted with respect to the Dispute, (y) a description in reasonable detail of the nature or basis of the Dispute, and (z) the specific relief that we are seeking. If you and Tangent cannot agree how to resolve the Dispute within thirty (30) days after the date notice is received by the applicable party, then either you or Tangent may, as appropriate and in accordance with this Section, commence an arbitration proceeding or, to the extent specifically provided for or, file a claim in court.

Process. EXCEPT FOR DISPUTES ARISING OUT OF OR RELATED TO A VIOLATION OF SECTION OR DISPUTES IN WHICH EITHER PARTY SEEKS TO BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT OR SEEKS INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR THE ALLEGED UNLAWFUL USE OF INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, COPYRIGHTS, TRADEMARKS, TRADE NAMES, LOGOS, TRADE SECRETS OR PATENTS, YOU AND TANGENT AGREE THAT ANY DISPUTE MUST BE COMMENCED OR FILED BY YOU OR TANGENT WITHIN ONE (1) YEAR OF THE DATE THE DISPUTE AROSE, OTHERWISE THE UNDERLYING CLAIM IS PERMANENTLY BARRED (WHICH MEANS THAT YOU AND TANGENT WILL NO LONGER HAVE THE RIGHT TO ASSERT SUCH CLAIM REGARDING THE DISPUTE). You and Tangent agree that (a) any arbitration will occur in the State of California, (b) arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of the Judicial Arbitration and Mediation Services ("JAMS"), which are hereby incorporated by reference, and (c) that the state or federal courts of the State of California and the United States, respectively, have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. You may also litigate a Dispute in the small claims court located in the county of your billing address if the Dispute meets the requirements to be heard in small claims court.

Authority of Arbitrator. As limited by the FAA, these Terms and the applicable JAMS rules, the

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arbitrator will have (a) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (b) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

Rules of Jams. The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (a) acknowledge or agree that you have read and understand the rules of JAMS, or (b) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason.

Opt-Out Right. You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this Section by writing to: 191 Airport Boulevard Burlingame, CA 94010 USA. In order to be effective, the-opt out notice must include your full name and clearly indicate your intent to opt out of binding arbitration.

Governing Law and Venue. These Terms, your access to and use of the Sites and your order, receipt and use of the Services shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to conflict of law rules or principles (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of the State of California and the United States, respectively, sitting in the State of California.

Severability. If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

Miscellaneous. These Terms constitute the entire agreement between you and Tangent relating to your access to and use of the Sites and your order, receipt and use of Services. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of Tangent. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent or subsequent circumstance, and Tangent's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

Entire Agreement. You agree that these Conditions and the information which is incorporated into this Agreement by written reference (privacy policy) and order form, together is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. Nothing in this terms excludes or limits Tangent's liability for deceit or fraudulent misrepresentation. It is expressly agreed that the terms of this Agreement and any Tangent order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Tangent document and no terms included in any such purchase order, portal, or other non-

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tangent

Terms and Conditions

Tangent document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and these terms, the order shall take precedence. This Agreement and orders hereunder may not be modified and the rights and Cloud restrictions may not be altered or waived except in a writing signed or accepted online through Tangent by authorized representatives of You and of Tangent. No third party beneficiary relationships are created by this Agreement.

Contact Us. In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

TANGENT SOLUTIONS
191 Airport Boulevard
Burlingame, CA 94010
PHONE: (800)342-9388
EMAIL: O365Admins@tangent.com

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tangent

Terms and Conditions

Approval as to Legal Form:

Steven W. Dahlem

zorrosign 5189367C1B3

Steven W. Dahlem

Customer Signature			
Organization Name	Mariposa County		
Signatory Name	Marshall Long		
Signatory Position	Board of Supervisors Chair		
Signatory Phone	209-966-3222		
Signatory E-Mail	mlong@mariposacounty.org		
Signature	Marshall Long zorrosign 5189367C1C7	Date	June 22nd, 2021

Vendor Signature			
Organization Name	Tangent Inc.		
Signatory Name	Michael Waltner		
Signatory Position	Account Manager		
Signatory Phone	650-342-9388 x 2133		
Signatory E-Mail	michaelw@tanegnt.com		
Signature	zorrosign 5189367C1C8	Date	07/01/2021

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Microsoft Volume Licensing

Microsoft Cloud Agreement

US Government Community Cloud

This Microsoft Cloud Agreement is incorporated into the Customer Agreement and entered into between the customer who is a Community member ("Customer") and the person or entity who has entered into a prime contract with the Customer ("Contractor") as an addendum and governs Customer's use of the Microsoft Products. It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the "agreement"). It is effective on the date that the Contractor provisions the Customer's Subscription. Key terms are defined in Section 13.

1. Grants, rights and terms.

All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Customer nor any of its Affiliates is in material breach of this agreement.

a. **Software.** Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.

(i) ***Use Rights.*** The Use Rights in effect when Customer orders Software will apply to Customer's use of the version of the Software that is current at the time. For future versions and new Software, the Use Rights in effect when those versions and Software are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Customer chooses to have those changes apply.

(ii) ***Temporary and perpetual licenses.*** Licenses available on a subscription basis are temporary. For all other licenses, the right to use Software becomes perpetual upon payment in full.

b. ***Online Services.*** Customer may use the Online Services as provided in this agreement.

(i) ***Online Services Terms.*** The Online Services Terms in effect when Customer orders or renews a Subscription to an Online Service will apply for the applicable Subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.

(ii) ***Suspension.*** Microsoft may suspend use of an Online Service during Customer's violation of the Acceptable Use Policy or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable.

(iii) ***End Users.*** Customer controls access by End Users, and is responsible for their use of the Product in accordance with this agreement. For example, Customer will ensure End Users comply with the Acceptable Use Policy.

(iv) ***Customer Data.*** Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Microsoft to provide the Online Services to Customer without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to Customer's use of the Product other than as expressly set forth in this agreement or as required by applicable law.

(v) ***Responsibility for your accounts.*** Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer's use of the Online Services. Customer must promptly notify customer support about any possible misuse of Customer's accounts or authentication credentials or any security incident related to the Online Services.

c. ***License transfers.*** License transfers are not permitted, except that Customer may transfer only fully-paid perpetual licenses to (1) an Affiliate or (2) a third party, solely in connection with the transfer of hardware or employees to whom the licenses have been assigned to the third party as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer and its Affiliates must uninstall and discontinue using the licensed Product and render any copies unusable. Attempted license transfers that do not comply with this agreement are void.

d. ***Reservation of rights.*** Products are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

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e. ***Restrictions.*** Customer may use the Product only in accordance with this agreement. Customer may not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer's use of the Online Services. Except as expressly permitted in this agreement or Product documentation, Customer may not distribute, sublicense, rent, lease, lend, resell or transfer and Products, in whole or in part, or use them to offer hosting services to a third party.

f. ***Preview releases.*** Microsoft may make Previews available. **Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLA and all limited warranties provided in this agreement.** Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Online Services Terms and any additional notices provided with the Preview. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into "General Availability."

g. ***Verifying compliance for Products.***

(i) ***Right to verify compliance.*** Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third party audit.

(ii) ***Remedies for non-compliance.*** If verification or self-audit reveals any unlicensed use of Products, then within 30 days Customer must order sufficient licenses to cover its use. If unlicensed use or distribution is 5% or more, the Customer may be completely responsible for the costs Microsoft has incurred in verification, to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law (as applicable). The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. Notwithstanding the foregoing, nothing in this section prevents the Customer from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109), if and as applicable. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.

(iii) ***Verification process.*** Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers' compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customer's operations.

2. Subscriptions, ordering.

a. ***Available Subscription offers.*** The Subscription offers available to Customer will be established by the Customer Agreement and generally can be categorized as one or a combination of the following:

(i) ***Online Services Commitment Offering.*** Customer commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis for continued use of the Online Service.

(ii) ***Consumption Offering (also called Pay-As-You-Go).*** Customer pays based on actual usage with no upfront commitment.

(iii) ***Limited Offering.*** Customer receives a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.

(iv) ***Software Commitment Offering.*** Customer commits in advance to purchase a specific quantity of Software for use during a Term and to pay upfront or on a periodic basis for continued use of the Software. ***b. Ordering.***

(i) Orders must be placed through the Contractor. Customer may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Subscription, but, Affiliates may not place orders under

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this agreement. Customer also may assign the rights granted under Section 1.a and 1.b to a third party for use by that third party in Customer's internal business. If Customer grants any rights to Affiliates or third parties with respect to Software or Customer's Subscription, such Affiliates or third parties will be bound by this agreement

and Customer agrees to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.

(ii) The Contractor may permit Customer to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription.

c. Pricing and payment. Prices for each Product and any terms and conditions for invoicing and payment will be established by the Contractor.

d. Renewal.

(i) Upon renewal of a Subscription, Customer may be required to sign a new agreement, a supplemental agreement or an amendment to this agreement.

(ii) Customer's Subscription will automatically renew unless Customer provides the Contractor notice of its intent not to renew prior to the expiration of the Term.

e. Eligibility for Academic, Government and Nonprofit versions. Customer agrees that if it is purchasing an academic, government or nonprofit offer, Customer meets the respective eligibility requirements listed at the following sites:

(i) For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at www.aka.ms/academiceligibility; ***(ii)*** For government offers, the requirements listed at www.aka.ms/governmenteligibility; and ***(iii)*** For nonprofit offers, the requirements listed at www.aka.ms/nonprofiteligibility.

As an exception to the foregoing, if Customer is not a government entity but has been verified by Contractor to be an eligible member of the Community, then the requirements in (ii) above shall not apply. Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if the eligibility requirements are not met.

f. Taxes. The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this agreement, and all such taxes will be the financial responsibility of the party who is obligated by operation of law to pay such tax.

3. Term, termination.

a. Agreement term and termination. This agreement will remain in effect until the expiration or termination of the Customer Agreement Contract, whichever is earliest.

b. Cancel a Subscription. The Customer Agreement will establish the terms and conditions, if any, upon which Customer may cancel a Subscription.

4. Security, privacy, and data protection.

a. Reseller Administrator Access and Customer Data. Customer acknowledges and agrees that (i) the Contractor will be the primary administrator of the Online Services for the Term and will have administrative privileges and access to Customer Data, however, Customer may request additional administrator privileges from its Contractor; (ii) Customer can, at its sole discretion and at any time during the Term, terminate its Contractor's administrative privileges; (iii) the Contractor's privacy practices with respect to Customer Data or any services provided by the Contractor are subject to the terms of the Customer Agreement and may differ from Microsoft's privacy practices; and (iv) the Contractor may collect, use, transfer, disclose, and otherwise process Customer Data, including personal data. Customer consents to Microsoft providing the Contractor with Customer Data and information that Customer provides to Microsoft for purposes of ordering, provisioning and administering the Online Services.

b. If Customer plans to include criminal justice information or federal tax information with its Customer Data, it is Customer's responsibility to ensure compliance with FBI CJIS Policy, including ensuring that all of Customer's and/or Contractor's employees that will have unencrypted access to Customer Data meet the FBI background check. Customer must contact Contractor to obtain an applicable amendment to this Government Agreement for that purpose.

c. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Customer may choose to provide personal information to Microsoft on behalf of third parties (including your contacts, resellers, distributors, administrators, and employees) as part of this agreement. Customer

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will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.

d. Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by the Contractor. If Customer uses software or services that are hosted by a Reseller, that use will be subject to Reseller's privacy practices, which may differ from Microsoft's.

e. As and to the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by the Contractor or as required by law, and Customer shall obtain the users' consent to the same.

f. Customer appoints the Contractor as its agent for purposes of interfacing with and providing instructions to Microsoft for purposes of this Section 4.

5. Warranties.

a. Limited warranty.

(i) Software. Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.

(ii) Online Services. Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are in the SLA. The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

b. Exclusions. The warranties in this agreement do not apply to problems caused by accident, abuse or use inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free or trial products, Previews, Limited Offerings, or to components of Products that Customer is permitted to redistribute.

c. Disclaimer. **Except for the limited warranties above, to the extent not prohibited by applicable law, Microsoft provides no warranties or conditions for Products and disclaims any other express, implied, or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.**

6. Defense of third party claims.

a. By Microsoft. Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (1) modify or replace the Product or fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date.

Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim.

b. Customer's agreement. Customer agrees that use of Customer Data or non-Microsoft software Microsoft provides or otherwise makes available on Customer's behalf will not infringe any third party's patent, copyright or trademark or make unlawful use of any third party's trade secret. In addition, Customer will not use an Online Service to gain unauthorized access to or disrupt any service, data, account or network in connection with the use of the Online Services.

c. Rights and remedies in case of possible infringement or misappropriation. If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Customer's use of the Product or Fix, Microsoft will seek to obtain the right for Customer to keep using it or modify or replace it with a functional equivalent, in which case Customer must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Customer's right to the Product or Fix and refund any amounts Customer has paid for those rights to Software and Fixes and, for Online Services, any amount paid for a usage period after the termination date.

d. Other terms. Customer must notify Microsoft promptly in writing of a claim subject to this section; give Microsoft sole control over the defense and settlement (provided that for any Federal Agency Customers, the control of the defense

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and settlement is subject to 28 U.S.C. 516); and provide reasonable assistance in defending the claim. Microsoft will reimburse Customer for reasonable out of pocket expenses that it incurs in helping. The remedies provided in this section are the exclusive remedies for the claims described in this section.

Notwithstanding the foregoing, and solely with respect to Federal Agency Customers, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498.

7. ***Limitation of liability.*** For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Products during the term of this agreement, subject to the following:

   a. ***Online Services.*** For Online Services, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Online Service during the 12 months before the incident; provided that in no event will Microsoft's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription.

   b. ***Free Products and distributable code.*** For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

   c. ***Exclusions.*** **In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability.**

   d. ***Exceptions.*** The limits of liability in this section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under section 6; or (2) violation of the other's intellectual property rights.

   For Customers that are Federal Agencies, this Section shall not impair the Customer's right to recover for fraud or crimes arising out of or related to this agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

8. ***ITAR Covered Services.*** This section applies to only the ITAR Covered Services, defined below, Customer buys subject to this Agreement. These terms ***only apply if*** Customer provides express notice to Microsoft of Customer's intent to manage ITAR controlled data in the Customer Data during the eligibility validation phase of the online application process. ***a. Customer Prerequisites:***

   (i) Customer is responsible for ensuring that the prerequisites established or required by the ITAR are fulfilled prior to introducing ITAR-controlled data into the ITAR Covered Services.

   (ii) Customer acknowledges that the ITAR Covered Services ordered by Customer under this Agreement enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which Customer's administrator(s) will manage and configure the ITAR Covered Services.

   (iii) Customer is responsible for reviewing Online Services documentation, configuring the ITAR Covered Services, and adopting and implementing such policies and practices for Customer's End Users' use of ITAR Covered Services, together with any add-ons, as Customer determines are appropriate to comply with the ITAR or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.

   (iv) Customer acknowledges that only ITAR Covered Services will be delivered subject to the terms of this Section. Processing and storage of ITAR-controlled data in other services, including without limitation add-ons, is not supported. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization, if any, or data provided by or on Customer's behalf to Microsoft's billing or commerce systems in connection with purchasing or ordering ITAR Covered Services, if any, is not subject to the provisions of this Section. Customer is solely responsible for ensuring that ITAR-controlled data is not included in support information or support case artifacts.

   b. Special Terms.

   (i) ITAR Covered Services. The ITAR Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of Customer's preparation to use the ITAR Covered Services for the storage, processing, or transmission of ITAR-controlled data, Customer should review applicable services documentation. Customer's compliance with the ITAR will be dependent, in part, on Customer's configuration of the services and adoption and implementation of policies and practices for

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Customer's End Users' use of ITAR Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with the ITAR.

c. ***Personnel.*** Microsoft personnel and contractors authorized by Microsoft to access Customer Data (that may include ITAR-controlled data) in the ITAR Covered Services, will be limited to U.S. persons, as that term is defined in the ITAR. Customer may also authorize Microsoft personnel and contractors to access its Customer Data. Customer is solely responsible for ensuring any such authorization is permissible under the ITAR.

d. ***Use of Subcontractors.*** As set forth in the OST, Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the ITAR Covered Services will be permitted to obtain Customer Data (that may include ITAR-controlled data) only to deliver the ITAR Covered Services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the ITAR Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with ITAR Covered Services, they are obligated to follow Microsoft's policies, including without limitation the geographic restrictions and controls selected by you in the configuration of the ITAR Covered Services. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations.

e. ***Notification.*** The Security Incident handling process defined in the OST will apply to the ITAR Covered Services. In addition, the parties agree to the following:

(i) Customer acknowledges that effective investigation or mitigation of a Security Incident involving ITAR-controlled data may be dependent upon information or services configurations within Customer's control. Accordingly, proper treatment of ITAR-controlled data will be a joint obligation between Microsoft and Customer. If Customer becomes aware of any unauthorized release of ITAR-controlled data to Microsoft or the use of a service other than the ITAR Covered Service to store, process, or transmit ITAR-controlled data, Customer will promptly notify Microsoft of such event and provide reasonable assistance and information necessary for Microsoft to investigate and report such event.

(ii) If, subsequent to notification of a Security Incident by Microsoft, Customer determines that ITAR-controlled data may have been subject to unauthorized inspection or disclosure, it is Customer's responsibility to notify the appropriate authorities of such event, or to notify impacted individuals, if Customer determines such notification is required under applicable law or regulation or your internal policies.

(iii) If either party determines it is necessary or prudent to make a voluntary disclosure to the Directorate of Defense Trade Controls regarding the treatment of ITAR-controlled data in the Online Services, such party will work in good faith to notify the other party of such voluntary disclosure prior to providing such voluntary disclosure. The parties will work together in good faith in the development and reporting of any such voluntary disclosure.

f. Conflicts. If there is any conflict between any provision in this Section and any provision in the agreement, this Section shall control.

9. IRS 1075 Covered Services. This section applies to only the IRS 1075 Covered Services, defined below, Customer buys under the Subscription. These terms only apply if Customer provides express notice to Microsoft of its intent to purchase IRS 1075 Covered Services.

a. ***Customer Prerequisites.***

(i) Customer is responsible to ensure that the prerequisites established or required by IRS Publication 1075 are fulfilled prior to introducing FTI into the IRS 1075 Covered Services.

(ii) Customer acknowledges that the IRS 1075 Covered Services ordered by Customer under the Subscription enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which your administrator(s) will manage and configure the IRS 1075 Covered Services.

(iii) Customer is responsible for reviewing Online Services documentation, configuring the services, and adopting and implementing such policies and practices for your End Users' use of IRS 1075 Covered Services, together with any add-ons, as Customer determines are appropriate in order for Customer to comply with IRS Publication 1075 or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.

(iv) Customer acknowledges that only IRS 1075 Covered Services will be delivered subject to the terms of this section. No other services are supported by the terms of this section. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization ("Support Data"), if any, or data provided by or on Customer's behalf to Microsoft's billing or commerce systems in connection with purchasing/ordering IRS 1075 Covered Services ("Billing Data"), if any, is not subject to the provisions of this

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section. Customer is solely responsible for ensuring that FTI is not provided as Support Data or Billing Data. ***b. IRS Publication 1075 Special Terms.***

IRS 1075 Covered Services. The IRS 1075 Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of your preparation to use the services for FTI, Customer should review applicable services documentation. Customer's compliance with IRS Publication 1075 will be dependent, in part, on Customer's configuration of the services and adoption and implementation of policies and practices for Customer's End Users' use of IRS 1075 Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with IRS Publication 1075.

(i) Attachment 1 contains the Safeguarding Contract Language for Technology Services specified by IRS Publication 1075. Microsoft and Customer has agreed that certain requirements of the Safeguarding Contract Language and IRS Publication 1075 will be fulfilled as set forth in the remainder of this section.

(ii) ***Background Checks.*** Notwithstanding anything to the contrary in Attachment 1, all screened personnel authorized to have logical access to Customer Data (that may include FTI) in the IRS 1075 Covered Services will meet background check requirements equivalent to those defined in IRS Publication 1075.

(iii) ***Personnel Records and Training.*** Microsoft will maintain a list of screened personnel authorized to access Customer Data (that may include FTI) in the IRS 1075 Covered Services, which will be available to Customer or to the IRS upon written request. Customer will treat Microsoft personnel personally identifiable information (PII) as Microsoft trade secret or security-sensitive information exempt from public disclosure to the maximum extent permitted by applicable law, and, if required to provide such Microsoft personnel PII to the IRS, will require the IRS to treat such personnel PII the same.

(iv) ***Training Records.*** Microsoft will maintain security and disclosure awareness training records as required by IRS Publication 1075, which will be available to Customer upon written request.

(v) ***Confidentiality Statement.*** Microsoft will maintain a signed confidentiality statement, and will provide a copy for inspection upon request.

(vi) ***Cloud Computing Environment Requirements.*** The IRS 1075 Covered Services are provided in accordance with the FedRAMP System Security Plan for the applicable services. Microsoft's compliance with controls required by IRS Publication 1075, including without limitation encryption and media sanitization controls, can be found in the applicable FedRAMP System Security Plan.

(vii) ***Use of Subcontractors.*** Notwithstanding anything to the contrary in Attachment 1, as set forth in the OST, Microsoft may use subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the IRS 1075 Covered Services will be permitted to obtain Customer Data (that may include FTI) only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the IRS 1075 Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with IRS 1075 Covered Services, they are obligated to follow Microsoft's policies. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations. Subject to the preceding, Microsoft may employ subcontractor personnel in the capacity of augmenting existing staff, and understands IRS Publication 1075 reference to employees to include employees and subcontractors acting in the manner specified herein. It is the responsibility of the Customer to gain approval of the IRS for the use of all subcontractors.

(viii) Microsoft maintains a list of subcontractor companies who may potentially provide personnel authorized to access Customer Data in the Online Services, published for Azure branded services at http://azure.microsoft.com/en-us/support/trust-center/ , or successor locations identified by Microsoft. Microsoft will update these websites at least 14 days before authorizing any new subcontractor to access Customer Data, Microsoft will update the website and provide Customer with a mechanism to obtain notice of that update.

(ix) ***Security Incident Notification.*** The Security Incident handling process defined in the OST will apply to the IRS 1075 Covered Services. In addition, the parties agree to the following:

1. Customer acknowledges that effective investigation or mitigation of a Security Incident may be dependent upon information or services configurations within Customer's control. Accordingly, compliance with IRS Publication 1075 Incident Response requirements will be a joint obligation between Microsoft and Customer.

2. If, subsequent to notification from Microsoft of a Security Incident, Customer determines that FTI may have been subject to unauthorized inspection or disclosure, it is Customer responsibility to notify the appropriate Agent-in-Charge, TIGTA (Treasury Inspector General for Tax Administration) and/or the IRS of a Security Incident, or to notify impacted individuals, if Customer determines this is required under IRS Publication 1075, other applicable law or regulation, or Customer internal policies.

c. Customer Right to Inspect.

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(i) ***Audit by Customer.*** Customer will, (i) be provided quarterly access to information generated by Microsoft's regular monitoring of security, privacy, and operational controls in place to afford you an ongoing view into the effectiveness of such controls, (ii) be provided a report mapping compliance of the IRS 1075 Covered Services with NIST 800-53 or successor controls, (iii) upon request, be afforded the opportunity to communicate with Microsoft's subject matter experts for clarification of the reports identified above, and (iv) upon request, and at Customer's expense, be permitted to communicate with Microsoft's independent third party auditors involved in the preparation of audit reports. Notwithstanding anything to the contrary in Attachment 1, Customer will use this information above to satisfy any inspection requirements under IRS Publication 1075 and agrees that the audit rights described in this section are the sole rights to be provided in full satisfaction of any audit that may otherwise be requested by the IRS or the Customer. Notwithstanding anything to the contrary in Attachment 1, Microsoft will not grant any inspection rights to the IRS or access to Microsoft data centers or other facilities that may cause Microsoft to be non-compliant with its contractual obligations under FedRAMP, ISO 27001/27018, other US Government security related operations, or its internal security policies.

(ii) *Confidentiality of Audit Materials.* Audit information provided by Microsoft to Customer will consist of highly confidential proprietary or trade secret information of Microsoft. Microsoft may request reasonable assurances, written or otherwise, that information will be maintained as confidential and/or trade secret information subject to this agreement prior to providing such information to Customer, and Customer will ensure Microsoft's audit information is afforded the highest level of confidentiality available under applicable law. Notwithstanding the foregoing, upon request and pursuant to appropriate confidentiality protections, Customer shall be permitted to provide Microsoft's audit information described in Section 9.c(i) to the IRS to satisfy the IRS inspection requirements under IRS Publication 1075.

(iii) This Section, 9.c, is in addition to compliance information available to Customer under the OST.

10. Criminal Justice Information Services (CJIS). This section applies only to the Government CJIS Covered Services, defined below, you buy under the Subscription. These terms only apply if Customer provides express notice to Microsoft of its intent to purchase CJIS Covered Services. ***a. Customer Prerequisites. (i)*** Microsoft's representations as it relates to its CJIS Covered Services' compliance with the FBI Criminal Justice Information Systems ("CJIS") Security Addendum (Appendix H of FBI CJIS Policy) are subject to Customer's incorporation of applicable state-specific CJIS Amendment terms and conditions into Customer's order with the Contractor. They are also subject to Customer's incorporation and flow down of such terms in Customer's contracts with a Covered Entity.

(ii) Please visit https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS for additional information about CJIS Covered States and CJIS Covered Services. Note that not all states are CJIS Covered States and that different CJIS Covered Services may apply in different CJIS Covered States. For more information about how to sign up for CJIS Covered Services through an Enterprise Agreement, please visit https://azure.microsoft.com/en-us/pricing/enterprise-agreement/. For purposes of this section, if Customer is not in a CJIS Covered State, then Microsoft is unable to provide CJIS-related representations at this time, and no CJIS Amendment will apply.

(iii) Customer can access the terms and conditions of Microsoft's adherence to the FBI CJIS Policy by contacting the CSA in a CJIS Covered State. The Security Addendum for Private Contractors (Cloud Providers) referenced in the FBI CJIS Policy and CSA-provided terms and conditions is incorporated herein by reference, and you acknowledge that Microsoft's support for CJI will be in accordance with those terms agreed to and/or signed by the applicable state CSA. Customer also acknowledges that it is Customer's responsibility to contact the applicable state CSA for this and any additional information. Customer is required to, and acknowledge it will, work directly with the applicable state CSA for any CJIS-related documentation and audit requirements.

(iv) Customer is responsible to ensure that the CJIS Security Addendum has been signed by the CSA, that the CSA has approved Customer's use of the Covered Services to store or process CJI, and that any other prerequisites established or required by either the FBI, state CSA, or Customer is fulfilled prior to introducing CJI into the Covered Services.

(v) Customer acknowledges that it will keep records of any Covered Entity to which it provides CJIS State Agreements or other CJIS-related documentation Customer obtains from the state CSA and shall make such records available to Microsoft promptly upon request.

b. If there is any conflict between any provision in this section and any provision in the agreement, this section shall control.

11. Government Community requirements. Customer certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacities as a member of the Community and for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited. Customer acknowledges that only Community members may use Government Community Cloud Services.

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a. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Agreement.

b. Customer may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

c. Any Customer that uses Government Community Cloud Services must maintain its status as a member of the Community. Maintaining status as a member of the Community is a material requirement for such services.

d. ***Use Rights for Government Community Cloud Services.*** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

e. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted herein.

f. Customer may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain. Additionally, Office 365 US Government may not be deployed or used in the same domain as other Government Community Cloud Services.

g. Notwithstanding the Data Processing Terms section of the Online Services Terms, Office 365 GCC High and Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Compliance Trust Center Page describes the control standards and frameworks with which Office 365 GCC High and Azure Government Services comply.

h. ***Operational and Ordering Consideration for GCC High:***

(i) Customer (a) acknowledges that its Tenant administrator console (when available) will appear to include more licenses than it has ordered and is entitled to; and (ii) agrees that it must order licenses for every User account it assigns. Notwithstanding anything to the contrary in the order and Product Terms, Licenses will be deemed "Reserved" for each user (and thereby subject to a True-Up Order requirement in accordance with the terms and conditions of the order), as of the day that User's account is reserved, unless a License for each such User is ordered in advance. Customer is solely responsible for keeping accurate records of the month each User is assigned to a User account, and will provide such records to Microsoft with its True-Up orders.

(ii) Customer acknowledges that (a) availability of its Office 3635 GCC High tenant may follow several weeks after its initial order, and (a) the service components provided pursuant to its orders for "Suite" SKUs such as E1 and E3, as listed in the Office 365 GCC High, may differ from those components available in similar suites available in other forms of Office 365 Services.

12. Miscellaneous.

a. ***Notices.*** You must send notices by mail, return receipt requested, to the address below.

Notices should be sent to:
Microsoft Corporation Volume Licensing Group One Microsoft Way Redmond, WA 98052 USA

Customer agrees to receive electronic notices from us, which will be sent by email to the account administrator(s) named for your Subscription. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the email address for the account administrator(s) named for your Subscription is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not Customer actually receives the email.

b. ***Assignment.*** Customer may not assign this agreement either in whole or in part. Microsoft may transfer this agreement without Customer's consent, but only to one of Microsoft's Affiliates. Any prohibited assignment is void.

c. ***Severability.*** If any part of this agreement is held unenforceable, the rest remains in full force and effect.

d. ***Waiver.*** Failure to enforce any provision of this agreement will not constitute a waiver.

e. ***No agency.*** This agreement does not create an agency, partnership, or joint venture.

f. ***No third-party beneficiaries.*** There are no third-party beneficiaries to this agreement.

g. ***Use of contractors.*** Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.

h. ***Microsoft as an independent contractor.*** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's confidential information.

i. ***Agreement not exclusive.*** Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.

j. ***Entire agreement.*** This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Online Services Terms, and (4) any other documents in this agreement.

k. ***Survival.*** All provisions survive termination of this agreement except that requiring performance only during the term of the agreement.

l. **U*.S. export jurisdiction.*** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services, and technologies.

m. ***Force majeure.*** Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services). This Section will not, however, apply to your payment obligations under this agreement.

n. ***Contracting authority.*** If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf.

o. ***Additional Terms Applicable when the Customer is a U.S. Federal Agency.***

(i) No provisions of any shrink-wrap or any click-through agreement (or other similar form of agreement) that may be provided in conjunction with any Product(s) acquired under this agreement shall apply in place of, or serve to modify any provision of this agreement, even if a user or authorized officer of Customer purports to have affirmatively accepted such shrink-wrap or click through provisions. For the avoid of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap or click-through provisions (irrespective of the products or services that such provisions attach to) and any term or condition of this agreement, then the relevant term or condition of this agreement shall govern and supersede the purchase of such Product(s) to the extent of any such conflict. All acceptance of agreements and renewals shall be executed in writing.

(ii) If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein, contains a provision (1) allowing for the automatic termination of your license rights or Online Services; (2) allowing for the automatic renewal of services and/or fees; (3) requiring the governing law to be anything other than Federal law; and/or (4) otherwise violates applicable Federal law, then, such terms shall not apply with respect to the Federal Government. If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein contains an indemnification provision, such provision shall not apply as to the United States indemnifying Microsoft or any other party.

13. Definitions.

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Azure Government Services" means one or more of the services or features Microsoft makes available to Customer under this Enrollment and identified at http://azure.microsoft.com/en-us/regions/#services, which are Government Community Cloud Services.

"CJI" means Criminal Justice Information, as defined in FBI CJIS Policy.

"CJIS Covered State" means a state, as shown at https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS or another site Microsoft may provide, with which Microsoft and the applicable state have entered into a CJIS State Agreement.

"CJIS Covered Service" means, for any state-specific CJIS Amendment, the Microsoft Online Services that are listed as such in that amendment, and for which Microsoft's CJIS representations apply.

"CJIS State Agreement" means an agreement between Microsoft and a Covered State's CSA (or another entity to which the CSA has delegated its duties) containing terms and conditions under which the Covered State and Microsoft will comply with the applicable requirements of the CJIS Policy. Each CJIS State Agreement is consistent with the applicable state-specific CJIS Amendment, and includes Microsoft CJIS Security Addendum Certifications. For clarity, a CJIS State Agreement may be titled "CJIS Information Agreement" or "CJIS Management Agreement."

"Community" means the community consisting of one or more of the following: (1) a Government, (2) a Customer using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which the Customer determines, and Microsoft agrees, that the use of Government Community Cloud Services is appropriate to meet the Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Compliance Trust Center Page" means the compliance page of the Microsoft Trust Center, published by Microsoft at https://www.microsoft.com/en-us/TrustCenter/Compliance/default.aspx or a successor site Microsoft later identifies. "Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"Covered Entity" means any State/Local Entity in a Covered State with which you maintain a contractual relationship whose use of CJIS Covered Services is subject to CJIS Policy.

"CSA" means, for each CJIS Covered State, that state's CJIS Systems Agency, as defined in FBI CJIS Policy.

"Customer Agreement" means the binding agreement between the Contractor and Customer under which Customer orders Products from the Contractor and the Contractor binds Customer to the terms of the this agreement.

"Customer Data" is defined in the Online Services Terms.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services. With respect to ITAR Covered Services, End User means an individual that accesses the ITAR Covered Services. With respect to IRS 1075 Covered Services, End User means an individual that accesses the IRS 1075 Covered Services.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government. "Fix" means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"FTI" is defined as in IRS Publication 1075.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multitenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"IRS 1075 Covered Services" means Azure Government services listed as being in the scope for IRS 1075 at http://azure.microsoft.com/en-us/support/trust-center/compliance/irs1075/ or its successor site. Without limitation, IRS 1075 Covered Services do not include any other separately branded Online Services.

"IRS Publication 1075" means the Internal Revenue Services (IRS) Publication 1075 effective September 30, 2016, including updates (if any) released by the IRS during the term of the Enrollment.

"ITAR" means the International Traffic in Arms Regulations, found at 22 C.F.R. §§ 120 - 130.

"ITAR-controlled data" means Customer Data that is regulated by the ITAR as Defense Articles or Defense Services.

"ITAR Covered Services" means, solely with respect to this Amendment, the (i) Office 365 GCC High services; and (ii) Azure Government services, listed as being in the scope for the ITAR at https://www.microsoft.com/enus/TrustCenter/Compliance/itar or its successor site.

"Microsoft Trust Center Compliance Page" is Microsoft's website accessible at https://www.microsoft.com/enus/TrustCenter/Compliance/ or a successor upon which Microsoft provides information about how each of its Online Services complies with, and/or is certified under, various government and industry control standards.

"Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

"Non-Microsoft Product" is defined in the Online Services Terms.

"Office 365 Service Descriptions" means, collectively and solely for this Amendment, the Service Descriptions for Office 365 High, published by Microsoft at https://technet.microsoft.com/en-us/library/mt774581.aspx (for the product superset, Office 365 US Government) and https://technet.microsoft.com/en-us/library/mt774968.aspx (for the product subset, Office 365 GCC High), or at successor sites Microsoft later identifies.

"Office 365 US Government" means the Government Community Cloud Service described by the Office 365 Service Descriptions

"Office 365 GCC High" means the Government Community Cloud Service described by the Office 365 Service Descriptions.

"Online Services" means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Government Community Cloud Services, Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.

"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including Previews. "Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state' jurisdiction and geographic boundaries.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be a part of an Online Service.

"Subscription" means an enrollment for Online Services for a defined Term as established by your Reseller.

"Technical Data" has the meaning provided in 22 C.F.R. § 120.

"Term" means the duration of a Subscription (e.g., 30 days or 12 months).

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

ATTACHMENT 1
Internal Revenue Services
Federal Tax Information
Safeguarding Addendum

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In performance of its obligations to deliver the IRS 1075 Covered Services under the Agreement, Microsoft agrees to comply with the requirements contained in Exhibit 7 (Safeguarding Contract Language for Technology Services) from IRS Publication 1075, as set forth below. For purposes of this Attachment 1, "contractor" refers to Microsoft, "agency" refers to Customer, "contract" refers to the Customer Agreement, inclusive of the Amendment, "Exhibit" refers to IRS Publication 1075 exhibit, and "Section" refers to IRS Publication 1075 section.

I. PERFORMANCE.

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of contractor or the contractor's responsible employees.

(2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any return or return information made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Addendum. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of their computer facility, and no output will be retained by contractor at the time the work is completed. If immediate purging of all data storage components is not possible, contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

(9) The contractor will maintain a list of employees authorized access. Such list will be provided to the Company and, upon request, to the IRS reviewing office.

(10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. **CRIMINAL/CIVIL SANCTIONS.**

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant

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is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION.

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Customer Signature			
Organization Name	Mariposa County		
Signatory Name	Marshall Long		
Signatory Position	Board of Supervisors Chair		
Signatory Phone	209-966-3222		
Signatory E-Mail	mlong@mariposacounty.org		
Signature	Marshall Long zorrosign 5189367C1D2	Date	June 22nd, 2021

Approval as to Legal Form:

Steven W. Dahlem zorrosign 5189367C1BE

Steven W. Dahlem

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Vendor Signature			
Organization Name	Tangent Inc.		
Signatory Name	Michael Waltner		
Signatory Position	Account Manager		
Signatory Phone	650-342-9388 x 2133		
Signatory E-Mail	michaelw@tanegnt.com		
Signature		Date	07/01/2021

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Mariposa County - Office 365 Renewal Quote

Ship To:

Mariposa County

P.O. Box 1268
5100 Bullion St., 1st Flr
Mariposa, CA 95338
USA

Reference# QUO-01616-B2C7C6
Prepared: 5/11/2021 10:06 AM
Expires: 7/5/2021
Prepared by: Michael Waltner
Account Manager
michaelw@tangent.com

Products & Services

Item	Qty	Unit Price		Extended
Office 365 GCC G3	430	$240.00	Annual Subscription	$103,200.00
Office 365 Support	1	$1,500.00	Annual Subscription	$1,500.00

Subtotal	$104,700.00
Freight	
Total	**$104,700.00**

This total does not include any applicable taxes.

Notes:
Renewal Term: July 5, 2021 - July 4, 2022
Scope of Work: 430 Annual Microsoft 365 Cloud Licenses
Security Add-ons:
Azure Active Directory Premium P1 for Government $6.00
Azure Active Directory Premium P2 for Government $9.00

Questions? Contact me

Michael Waltner
michaelw@tangent.com
Account Manager
(800) 342-9388 x 2133

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Azure Information Protection Plan 1 for Government $2.00
Azure Information Protection Premium P2 for Government $5.00
Microsoft Defender for Office 365 P1 $2.00
Microsoft Defender for Office 365 P2 $5.00

Questions? Contact me

Michael Waltner
michaelw@tangent.com
Account Manager
(800) 342-9388 x 2133

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Attachment: First Amendment to Agreement with Tangent for Renewal of Microsoft 365 Lic (RES-2021-436 : First Amendment to Agreement for

FIRST AMENDMENT TO AGREEMENT FOR RENEW MICROSOFT 365 LICENSE

THIS FIRST AMENDMENT TO AGREEMENT FOR RENEW MICROSOFT 365 LICENSE, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and Tangent, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated July 7, 2021, wherein **Contractor** agreed to provide Microsoft 365 licenses renewal and support; and:

WHEREAS, County and **Contractor** desire to amend said Agreement to change the scope of work to be provided by **Contractor;**

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

"SCOPE OF WORK," is hereby amended to provide that C**ontractor** agrees to provide 200 additional Exchange Online licenses for $9,600, making the total compensation paid to **Contractor** not to exceed amount of $114,300.

Except as herein amended, the Agreement dated July 7th, 2021 shall remain in full force and effect.

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Board of Supervisors	Michael Waltner, Account Executive
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
Scope of Work

tangent

Mariposa County - Exchange Online

Ship To:

Mariposa County

P.O. Box 1268
5100 Bullion St., 1st Flr
Mariposa, CA 95338
USA

Reference# QUO-01649-T7V4Y7
Prepared: 7/15/2021 1:40 PM
Expires: 8/13/2021
Prepared by: Michael Waltner
Account Manager
michaelw@tangent.com

Products & Services

Item	Qty	Unit Price		Extended
Exchange Online (Plan 1) for Government	200	$48.00	Annual Subscription	$9,600.00

Subtotal	$9,600.00
Freight	
Total	**$9,600.00**

This total does not include any applicable taxes.

Notes:

Questions? Contact me

Michael Waltner
michaelw@tangent.com
Account Manager
(800) 342-9388 x 2133

Attachment: First Amendment to Agreement with Tangent for Renewal of Microsoft 365 Lic (RES-2021-436 : First Amendment to Agreement for

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-437

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: California DHCS Performance Agreement 21-10092 with Behavioral Health

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RECOMMENDATION AND JUSTIFICATION:
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).

This contract renews a performance agreement with the State Department of Health Care Services (DHCS) which enables Mariposa County Behavioral Health to serve Medi-Cal Beneficiaries and claim Medi-Cal reimbursement. The term of this Agreement is July 1, 2021, through June 30, 2024. This performance contract sets forth conditions and requirements that the County must meet in order to receive funding for the Mental Health Services Act (MHSA) programs; the Projects for Assistance in Transitions from Homelessness (PATH) program; the Community Mental Health Services Grant (MHBG); and to provide community mental health services.

This Agreement specifies the requirements, conditions, and privacy safeguards under which Mariposa County Human Services must provide community mental health services and submit Medi-Cal claims for mental health services for Medi-Cal eligible recipients.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent specialty mental health services Agreement (18-95254) was approved by the Board on October 15, 2019, Resolution 2019-602.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without this Agreement in place, Behavioral Health will be unable to receive MHSA and PATH funding or to serve Medi-Cal beneficiaries and claim Medi-Cal reimbursement.

FINANCIAL IMPACT:
This Performance Agreement governs the provision of services to Mental Health clients. There is no impact to the General Fund.

REF ID# 11989

ATTACHMENTS:
CCC 042017 - Performance - FY 2021-24 - Mariposa - 21-10092 (PDF)
Exhibit A - Performance - FY 2021-24 - Mariposa - 21-10092 (PDF)
Exhibit B - Performance - FY 2021-24 - Mariposa - 21-10092 (PDF)
Exhibit D - Performance - FY 2021-24 - Mariposa - 21-10092 (PDF)
Exhibit E - Performance - FY 2021-24 - Mariposa - 21-10092 (PDF)
STD 213 flat - Performance - FY 2021-24 - Mariposa - 21-10092 (PDF)
Exhibit C - GTC April 2017 (PDF)

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

Contractor Certification Clause

CCC 04/2017

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
County of Mariposa	94-6000880

By (Authorized Signature)

Printed Name and Title of Person Signing

Shannon Gadd, Human Services Director

Date Executed	Executed in the County of
	Mariposa

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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.

b) Establish a Drug-Free Awareness Program to inform employees about:

1. the dangers of drug abuse in the workplace;

2. the person's or organization's policy of maintaining a drug-free workplace;

3. any available counseling, rehabilitation and employee assistance programs; and,

Attachment: CCC 042017 - Performance - FY 2021-24 - Mariposa - 21-10092 (RES-2021-437 : California DHCS Performance Agreement 21-10092

4. penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:

1. receive a copy of the company's drug-free 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. (GC 8350 et seq.)

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. (PCC 10296) (Not applicable to public entities.)

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.

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.

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

Attachment: CCC 042017 - Performance - FY 2021-24 - Mariposa - 21-10092 (RES-2021-437 : California DHCS Performance Agreement 21-10092

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 and Public Contract Code Section 6108.

b. The 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).

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

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.

a) Current State Employees (PCC 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.

b) Former State Employees (PCC 10411):

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-

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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 12-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. (PCC 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. (PCC 10430 (e))

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)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State 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.)

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 State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

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.

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

Attachment: CCC 042017 - Performance - FY 2021-24 - Mariposa - 21-10092 (RES-2021-437 : California DHCS Performance Agreement 21-10092

standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State 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.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the 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.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

Attachment: CCC 042017 - Performance - FY 2021-24 - Mariposa - 21-10092 (RES-2021-437 : California DHCS Performance Agreement 21-10092

Exhibit A
Program Specifications

1. Service Overview

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act, Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services.

This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Gov. Code, §§ 11180-11182; Welf. & Inst. Code, §§ 5614, 5717, subd. (b), 5651, subd. (b)(10) & 14124.2, subd. (a).)

2. Service Location

The services shall be performed at appropriate sites as described in this contract.

3. Service Hours

The services shall be provided during times required by this contract.

Attachment: Exhibit A - Performance - FY 2021-24 - Mariposa - 21-10092 (RES-2021-437 : California DHCS Performance Agreement 21-10092

Exhibit A
Program Specifications

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

Department of Health Care Service	County of Mariposa
Contract Manager: Ivan Bhardwaj Telephone: (916) 345-7483 Fax: (916) 440-7621 Email: Ivan.Bhardwaj@dhcs.ca.gov	Shannon Gadd, Human Services Director Phone: (209) 742-2000 Fax: (209) 966-8251 Email: sgadd@mariposacounty.org

B. Direct all inquiries to:

Department of Health Care Services	County of Mariposa
Behavioral Health – Community Services Division/Federal Grants Section Attention: DeAnn Harrison 1501 Capitol Avenue, MS 2624 P.O. Box Number 997413 Sacramento, CA, 95899-7413 Phone: (916) 345-8700 Email: DeAnn.Harrison@dhcs.ca.gov	Attention: Lynn Rumfelt 5362 Lemee Lane, P. O. Box 99 Mariposa, CA, 95338 Phone: (209) 742-0821 Fax: (209) 742-0996 Email: lrumfelt@mariposahsc.org

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. General Requirements for Agreement

Welfare and Institutions Code section 5651, subdivision (b), provides specific assurances, which are listed below, that must be included in this Agreement. County shall:

A. Comply with the expenditure requirements of Welfare and Institutions Code section 17608.05,

B. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with section 5000) and Part 1.5 (commencing with section 5585) of Division 5 of the Welfare and Institutions Code,

Attachment: Exhibit A - Performance - FY 2021-24 - Mariposa - 21-10092 (RES-2021-437 : California DHCS Performance Agreement 21-10092

Exhibit A
Program Specifications

C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,

D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,

E. Comply with all provisions and requirements in law pertaining to patient rights,

F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant, Community Mental Health Services Block Grant, and Substance Abuse Prevention and Treatment Block Grant programs.

G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,

H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and

I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

6. Services Authority

A. The Mental Health Services Act Program

1) Program Description

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to Welfare and Institutions Code section 5890. The MHSA was designed to expand California's public mental health programs and services through

Attachment: Exhibit A - Performance - FY 2021-24 - Mariposa - 21-10092 (RES-2021-437 : California DHCS Performance Agreement 21-10092

Exhibit A
Program Specifications

funding received by a one percent tax on personal incomes in excess of $1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

DHCS shall monitor County's use of MHS Funds to ensure that the County meets the MHSA and MHS Fund requirements. (Gov. Code §§ 11180-11182; Welf. & Inst. Code, §§ 5651, subd. (b)(10), 5897, subd. (d), & 14124.2, subd. (a).)

2) Issue Resolution Process

County shall have an Issue Resolution Process (Process) to handle client disputes related to the provision of their mental health services. The Process shall be completed in an expedient and appropriate manner. County shall develop a log to record issues submitted as part of the Process. The log shall contain the date the issue was received; a brief synopsis of the issue; the final issue resolution outcome; and the date the final issue resolution was reached.

3) Revenue and Expenditure Report

County shall submit its Revenue and Expenditure Report (RER) electronically to the Department and the Mental Health Services Oversight and Accountability Commission by January 31 following the close of the fiscal year in accordance with Welfare and Institutions Code sections 5705 and 5899, regulations, and DHCS-issued guidelines. The RER shall be certified by the County's Behavioral Health Director (also referred to as "mental health director"), using the DHCS-issued certification form (DHCS Form 1820). Data submitted shall be full and complete. If the RER does not meet the requirements, in accordance with the procedure in section 9 of this Agreement, DHCS may withhold payments from the MHS Fund until the County submits a complete RER. (Welf. & Inst. Code, §§ 5655; Cal. Code Regs., tit. 9, § 3510, subd. (a.)

4) Distribution and Use of Local Mental Health Services Funds:

a. Welfare and Institutions Code section 5891, subdivision (c), provides that commencing July 1, 2012, on or before the 15th day of each

Attachment: Exhibit A - Performance - FY 2021-24 - Mariposa - 21-10092 (RES-2021-437 : California DHCS Performance Agreement 21-10092

Exhibit A
Program Specifications

month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund) (established by County pursuant to Welfare and Institutions Code section 5892, subdivision (f)) all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.

b. The expenditure for Prevention and Early Intervention (PEI) may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase. (Welf. & Inst. Code, § 5892, subd. (a)(4).)

   Local MHS Fund money distributed to counties by the State Controller's Office includes funding for annual planning costs pursuant to Welfare and Institutions Code section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include money for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process, and for the planning and implementation required for private provider contracts to be expanded to provide additional services. (Welf. & Inst. Code, § 5892, subd. (c).)

c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5, subd. (b), 5878.3 subd. (a); Cal. Code Regs., tit. 9, § 3610, subd. (d).)

d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)

e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or

Attachment: Exhibit A - Performance - FY 2021-24 - Mariposa - 21-10092 (RES-2021-437 : California DHCS Performance Agreement 21-10092

Exhibit A
Program Specifications

annual update pursuant to Welfare and Institutions Code section 5847. (Welf. & Inst. Code, §§ 5891, subd. (d), 5892, subd. (g).)

5) Three-Year Program and Expenditure Plan and Annual Updates:

a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and DHCS within 30 calendar days after adoption. (Welf. & Inst. Code, § 5847, subd. (a).) The three-year program and expenditure plan and annual updates shall include all of the following:

i. A program for PEI in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840). (Welf. & Inst. Code, § 5847, subd. (b)(1).)

ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County. (Welf. & Inst. Code, § 5847, subd. (b)(2).)

iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800). (Welf. & Inst. Code, § 5847, subd. (b)(3).)

iv. A program for innovation in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with section 5830). (Welf. & Inst. Code, § 5847, subd. (b)(4).) Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission. (Welf. & Inst. Code, § 5830, subd. (e).)

v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the

Attachment: Exhibit A - Performance - FY 2021-24 - Mariposa - 21-10092 (RES-2021-437 : California DHCS Performance Agreement 21-10092

Exhibit A
Program Specifications

Welfare and Institutions Code (commencing with section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (Welf. & Inst. Code, § 5847, subd. (b)(5).)

vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)

vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)

viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)

ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the MHSA pursuant to California Code of Regulations, Title 9, sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)

b. County shall include services in the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old,

Attachment: Exhibit A - Performance - FY 2021-24 - Mariposa - 21-10092 (RES-2021-437 : California DHCS Performance Agreement 21-10092

Exhibit A
Program Specifications

including the needs of transition age foster youth. (Welf. & Inst. Code, § 5847, subd. (c).)

c. County shall prepare expenditure plans for the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan and annual update shall indicate the number of children, adults, and seniors to be served, and the cost per person. The expenditure update shall also include utilization of unspent funds allocated in the previous year and the proposed expenditure for the same purpose. (Welf. & Inst. Code, § 5847, subd. (e).)

d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the Local MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the County Behavioral Health Directors Association of California. (Welf. & Inst. Code, § 5848, subd. (c).) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services.

e. County's three-year program and expenditure plan and annual update shall consider ways to provide services to adults and older adults that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in State prison or parolees from State prisons. (Welf. & Inst. Code, § 5813.5, subd. (f).)

6) Planning Requirements and Stakeholder Involvement:

a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and drug services, health care organizations, and other important interests. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and

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update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (Welf. & Inst. Code, § 5848, subd. (a); Cal. Code Regs., tit. 9, §§ 3300, 3310, 3315 & 3320.)

b. County's mental health board, established pursuant to Welfare and Institutions Code section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)

c. The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)

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d. The County shall adopt the following standards in planning, implementing, and evaluating the programs and/or services provided with MHSA funds:
   i. Community Collaboration, as defined in California Code of Regulations, Title 9, section 3200.060
   ii. Cultural Competence, as defined in section 3200.100;
   iii. Client Driven, as defined in section 3200.050;
   iv. Family Driven, as defined in section 3200.120;
   v. Wellness, Recovery and Resilience focused; and
   vi. Integrated Service Experiences for clients and their families, as defined in section 3200.190.

   The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Three-Year Program and Expenditure Plans and updates; and the manner in which the County delivers services and evaluates service delivery. (Cal. Code Regs., tit. 9, § 3320.)

7) County Requirements for Handling MHSA Funds

   a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (Welf. & Inst. Code, § 5892, subd. (f).)

   b. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in California Code of Regulations, Title 2, division 2, chapter 2, subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled “Accounting Standards and Procedures for Counties” and available at http://www.sco.ca.gov/pubs_guides.html, (Gov. Code, § 30200),

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except County shall report as spent the full cost of an asset purchased with Capital Facilities and Technological Needs funds.

8) Department Compliance Investigations:

   a. DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation, DHCS may inspect and copy books, records, papers, accounts, documents and any writing, as defined by Evidence Code section 250, that is pertinent or material to the investigation of the County. For purposes of this Paragraph, "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code, §§ 11180, 11181, & 11182; Welf. & Inst. Code, §§ 5651, subd. (b)(9), 5897, subd. (d), & 14124.2.)

9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:

   a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)

   b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.

   c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may

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invoke any, or any combination of, the following sanctions per Welfare and Institutions Code section 5655:

i. Withhold part or all State mental health funds from County.
ii. Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance.
iii. Bring an action in mandamus or any other action in court as may be appropriate to compel compliance. Any action filed in accordance with the section shall be entitled to a preference in setting a date for hearing.

B. **Bronzan-McCorquodale Act**

1) Description

The Bronzan-McCorquodale Act realigned responsibility for administration of community mental health services, for the indigent population, to counties (Welf. & Inst. Code, § 5600) and provided a dedicated funding source. The County's primary goal in using the funds is to provide an array of treatment options to seriously emotionally disturbed children and adults who have a serious mental disorder, in every geographic area, to the extent resources are available to the County. (Welf. & Inst. Code, §§ 5600.3, 5600.35, 5600.4) The mission of California's mental health system shall be to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals, and to develop skills and supports leading to their living the most constructive and satisfying lives possible in the least restrictive available settings. (Welf. & Inst. Code, § 5600.1)

2) County Obligations

County shall comply with all requirements in the Bronzan McCorquodale Act (Welf. & Inst. Code, § 5600 et. Seq.) and specifically, county shall comply with the following:

a. County shall fund children's services pursuant to the requirements of Welfare and Institutions Code sections 5704.5 and 5704.6.

b. County shall comply with reporting requirements developed by the Department. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(4))

c. To the extent resources are available, County shall maintain the program principles and array of treatment options required under

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Welfare and Institutions Code sections 5600.2 to 5600.9, inclusive. (Welf. & Inst. Code, § 5614, subd. (b)(5))

d. County shall report data to the state required by the performance outcome systems for adults and children. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(6))

C. **Lanterman-Petris-Short Act**

1) Description

The Lanterman-Petris-Short (LPS) Act was enacted to end indefinite involuntary commitment of persons with mental health disorders and to provide prompt evaluation and treatment, to establish consistent personal rights standards, and to provide services in the least restrictive setting for individuals served under the Act. (Welf. & Inst. Code § 5001.) Pursuant to Welfare and Institutions Code section 5400, DHCS administers the LPS Act and may adopt standards as necessary.

2) Reporting and Data Submission Requirements

a. The County shall maintain data on the number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment, the number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code, the number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County. (Welf. & Inst. Code § 5402, subds. (a)-(b).) Upon request from DHCS, the County shall provide the aforementioned data or other information, records, and reports, which DHCS deems necessary for the purposes of Welfare and Institutions Code section 5402. (*Id.* at subd. (b).)

b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)

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c. The County shall collect information and submit reports to DHCS as specified in Welfare and Institutions Code section 5326.15, subdivision (a).

3) Laura's Law

If the County operates an Assisted Outpatient Treatment Program pursuant to Welfare and Institution Code, Division 5, Part 1, Chapter 2, Article 9, (Laura's Law), it shall be required to comply with all applicable statutes including, but not limited to, Welfare and Institutions Code sections 5345 through 5349.1, inclusive. In addition, a county or group of counties that has a Laura's Law program shall:

a. Maintain and provide data to DHCS regarding the services the county provides under Laura's Law. (Welf. & Inst. Code § 5348 (d).) The report shall include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. The County shall maintain and include in the report to DHCS all of the information enumerated in Welfare and Institutions Code section 5348, subdivision (d), paragraphs (1) through (14).

b. Pay for the provision of services under Welfare and Institutions Code sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Mental Health Services Fund when included in county plans pursuant to Section 5847, and any other funds from which the Controller makes distributions to the counties for those purposes. (Welf. & Inst. Code § 5349.)

D. **Projects For Assistance In Transition From Homelessness Program (42 U.S.C. §§ 290cc-21 -290cc-35, inclusive)**

Pursuant to Title 42 of the United States Code, sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in Transition from Homelessness (PATH) formula grant. The PATH grant funds community based outreach, mental health and substance abuse

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referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at: http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx.

If County applied for and DHCS approved its request to receive PATH grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The PATH grant is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for PATH funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

E. **Community Mental Health Services Grant Program (42 U.S.C. § 300x-1 et seq.)**

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Community Mental Health Services Block Grant funds, known as Mental Health Block Grant (MHBG). County mental health agencies utilize MHBG funding to provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances (SED) and adults and older adults with serious mental illnesses (SMI).

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive MHBG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated

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by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The MHBG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for MHBG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

F. **Substance Abuse Prevention And Treatment Block Grant Program (42 U.S.C. § 300x-1 et seq.)**

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Substance Abuse Treatment and Prevention Block Grant funds (known as SABG). County Alcohol and Other Drug Programs utilize SABG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care programs.

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive SABG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for, and DHCS approved its request to receive SABG funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The SABG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

G. **Crisis Counseling Assistance And Training Program (42 U.S.C. § 5183)**

Pursuant to Title 42 United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the State of California may

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be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP). The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process. These funds are used to provide services to all individuals affected during a disaster.

1) The CCP is comprised of three funding terms:

   a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration.

   b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).

   c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.

2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.

3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight

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program performance reviews and federal audits. (44 C.F.R. § 206.171(k) & 42 C.F.R. § 38.9.)

4) For reference, FEMA Crisis Counseling Assistance and Training Program (FEMA secondary guidance), is accessible at the following link: https://www.samhsa.gov/dtac/ccp-toolkit.

7. Reporting and Data Submission Requirements

County shall comply with all data and information submission requirements specified in this Agreement.

A. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its MHSA programs, PATH grant (if the County receives funds from this grant), MHBG grant (if the County receives funds from this grant), SABG grant (if the County receives funds from this grant), CCP program, or County provision of community mental health services provided with 1991 realignment funds (other than Medi-Cal). These federal and State laws include Title 42 of the United States Code, sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive, Welfare & Institutions Code sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.

B. County shall comply with DHCS reporting requirements related to the County's receipt of federal or State funding for mental/behavioral health programs. County shall submit complete and accurate information to DHCS, and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:

1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations, section 3530.10. (See also section 7, subparagraph (C) of this Agreement.)

2) MHSA Quarterly Progress Reports, as specified in the California Code of Regulations, Title 9, section 3530.20. MHSA Quarterly Progress Reports

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provide the actual number of clients served by MHSA-funded program. Reports are submitted on a quarterly basis.

3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.

4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.

5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.

6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.

7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.

8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.

9) Co-occurring Mental Health and Substance Use Disorder Assessments in accordance with Welfare & Institutions Code section 5891.5.

C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:

1) Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.

2) If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction.

3) Make diligent efforts to minimize errors on the CSI error file.

4) Correct all errors on the CSI error file.

5) Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.

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D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

E. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31 following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (Welf. & Inst. Code § 5705; Cal. Code Regs., tit. 9, §§ 3500, 3505.) The cost report shall be certified as true and correct, and with respect to Local Mental Health Service Fund moneys, that the County is in compliance with the California Code of Regulations, Title 9, section 3410, Non-Supplant. The certification must be completed by the Behavioral Health Director and one of the following: the County mental health department's chief financial officer (or equivalent), an individual who has delegated authority to sign for and reports directly to the County mental health department's chief financial officer (or equivalent), or the County's auditor-controller (or equivalent). Data submitted shall be full and complete. County shall also submit a reconciled cost report certified by the Behavioral Health Director and the County's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.

F. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.

8. Special Terms and Conditions

A. Audit and Record Retention

(Applicable to agreements in excess of $10,000)

1) County and/or Subcontractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this

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Agreement, including any matching costs and expenses. The forgoing constitutes "records" for the purpose of this provision.

2) County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

3) County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County 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, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.

   a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

5) County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

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6) County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.

B. Dispute Resolution Process for Projects for Assistance in Transition from Homelessness Program Grant, Community Mental Health Services Grant Program, and Substance Abuse Prevention and Treatment Block Grant Program**.**

If a dispute arises between the Contractor and DHCS regarding Contractor compliance with Section 6 of this Agreement, subparagraph D, Projects for Assistance in Transition from Homelessness Program, subparagraph E, Community Mental Health Services Grant Program, or subparagraph F, Substance Abuse Prevention and Treatment Block Grant Program, the Contractor must seek resolution using the process outlined below.

1) The Contractor must first informally discuss the problem with the DHCS Project Representative listed in subparagraph 3 below. If the parties are unable to resolve the problem informally, the Contractor must mail a written Statement of Dispute, with supporting evidence, to DHCS at the address listed in subparagraph 3 below. The Statement of Dispute must describe the issues in dispute, the legal authority or other basis for the Contractor's position, and the remedy sought.

2) The Branch Chief of DHCS' Operations Branch will decide the dispute and mail a written decision to the Contractor within twenty (20) working days of receiving the Statement of Dispute from the Contractor. The decision will be in writing, resolve the dispute, and include a statement of the reasons for the decision that addresses each issue raised by the Contractor. If applicable, the decision will also indicate any action Contractor must take to comply with the decision. The Branch Chief's decision shall be the final administrative determination of DHCS.

3) Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process shall be directed to the following:

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Department of Health Care Services
Community Services Division/Federal Grants Section
Attention: Waheeda Sabah
1500 Capitol Avenue, MS 2624
P.O. Box Number 997413
Sacramento, CA, 95899-7413

C. Novation

If County proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with County, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

D. Welfare and Institutions Code section 5751.7 Waiver

1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.

2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.

3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.

4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.

5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit

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A, Attachment I. Execution of this Agreement shall continue independently of the waiver review and approval process.

6) In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be e-mailed, with the subject line "Performance Contract: Unusual or Emergency Circumstances", immediately to:

California Department of Health Care Services
Community Services Division/Community Support Branch
Policy, Monitoring, & Finance Section
e-mail: MHSA@dhcs.ca.gov.

7) Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Behavioral Health Director.

E. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

F. Change in County Behavioral Health Director

County agrees to notify DHCS immediately if there is any change in the position of the County Behavioral Health Director. County shall provide DHCS the contact information for any new County Behavioral Health Director appointed

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Exhibit A, Attachment I
Request for Waiver

Request for Waiver Pursuant To Section 5751.7 of the Welfare and Institutions Code

_____ hereby requests a waiver for the following public or private health facilities pursuant to section 5751.7 of the Welfare and Institutions Code for the term of this contract. These are facilities where minors may be provided psychiatric treatment with nonspecific separate housing arrangements, treatment staff, and treatment programs designed to serve minors. However, no minor shall be admitted for psychiatric treatment into the same treatment ward as an adult receiving treatment who is in the custody of any jailor for a violent crime, is a known registered sex offender, or has a known history of, or exhibits inappropriate sexual or other violent behavior which would present a threat to the physical safety of others.

The request for waiver must include, as an attachment, the following:

1. A description of the hardship to the County/City due to inadequate or unavailable alternative resources that would be caused by compliance with the State policy regarding the provision of psychiatric treatment to minors.

2. The specific treatment protocols and administrative procedures established by the County/City for identifying and providing appropriate treatment to minors admitted with adults.

3. Name, address, and telephone number of the facility

   - Number of the facility's beds designated for involuntary treatment
   - Type of facility, license(s), and certification(s) held (including licensing and certifying agency and license and certificate number)
   - A copy of the facility's current license or certificate and description of the program, including target population and age groups to be admitted to the designated facility.

4. If applicable, the County Board of Supervisors' decision to designate a facility as a facility for evaluation and treatment pursuant to Welfare and Institutions Code sections 5150, 5585.50, and 5585.55.

To rescind the waiver, either party shall send a letter to the other party on official letterhead signed by their respective Behavioral Health Director or his or her designee indicating that the party no longer grants or requests a waiver. If not otherwise specified by the party in the letter to the respective party, the discontinuance shall be effective the date the letter to the party is postmarked and the facility shall no longer be waivered as of this date.

When the Department denies or rescinds a waiver issued to a County, the facility and the County Behavioral Health Director or designee shall receive written notification from the Department, by certified mail or e-mail. The notice shall include the decision, the basis for the decision, and any supporting documentation.

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Exhibit B
Funds Provision

1. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

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Exhibit D
Information Confidentiality and Security Requirements

1. **Definitions**. For purposes of this Exhibit, the following definitions shall apply:

   A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.

   C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

   D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

      Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.

2. **Nondisclosure**. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).

3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.

4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.

5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS

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Exhibit D
Information Confidentiality and Security Requirements

without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

6. The Contractor shall observe the following requirements:

A. Safeguards. The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of DHCS. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, Including at a minimum the following safeguards:

1) Personnel Controls

a. ***Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

b. ***Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

c. ***Confidentiality Statement.*** All persons that will be working with DHCS PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.

d. ***Background Check.*** Before a member of the workforce may access DHCS PSCI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

2) Technical Security Controls

a. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PSCI must be encrypted using a FIPS 140-2 certified algorithm which

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Information Confidentiality and Security Requirements

is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

b. ***Server Security.*** Servers containing unencrypted DHCS PSCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

c. ***Minimum Necessary.*** Only the minimum necessary amount of DHCS PSCI required to perform necessary business functions may be copied, downloaded, or exported.

d. ***Removable media devices.*** All electronic files that contain DHCS PSCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

e. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store DHCS PSCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. ***Patch Management.*** All workstations, laptops and other systems that process and/or store DHCS PSCI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

g. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing DHCS PSCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

h. ***Data Destruction.*** When no longer needed, all DHCS PSCI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PSCI cannot be retrieved.

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Exhibit D
Information Confidentiality and Security Requirements

i. ***System Timeout.*** The system providing access to DHCS PSCI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

j. ***Warning Banners.*** All systems providing access to DHCS PSCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PSCI, or which alters DHCS PSCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PSCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

l. ***Access Controls.*** The system providing access to DHCS PSCI must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. ***Transmission encryption.*** All data transmissions of DHCS PSCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PSCI can be encrypted. This requirement pertains to any type of PSCI in motion such as website access, file transfer, and E-Mail.

n. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PSCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3) Audit Controls

a. ***System Security Review.*** All systems processing and/or storing DHCS PSCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

b. ***Log Reviews.*** All systems processing and/or storing DHCS PSCI must have a routine procedure in place to review system logs for unauthorized access.

c. ***Change Control.*** All systems processing and/or storing DHCS PSCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

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Exhibit D
Information Confidentiality and Security Requirements

4) Business Continuity / Disaster Recovery Controls

a. ***Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PSCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

b. ***Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PSCI to maintain retrievable exact copies of DHCS PSCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PSCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

5) Paper Document Controls

a. ***Supervision of Data.*** DHCS PSCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PSCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. ***Escorting Visitors.*** Visitors to areas where DHCS PSCI is contained shall be escorted and DHCS PSCI shall be kept out of sight while visitors are in the area.

c. ***Confidential Destruction.*** DHCS PSCI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

d. ***Removal of Data.*** DHCS PSCI must not be removed from the premises of the Contractor except with express written permission of DHCS.

e. ***Faxing.*** Faxes containing DHCS PSCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. ***Mailing.*** Mailings of DHCS PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

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Information Confidentiality and Security Requirements

B. ***Security Officer.*** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with DHCS.

Discovery and Notification of Breach. ***Notice to DHCS*:**

(1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PSCI in electronic media or in any other media if the PSCI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by the contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of the contractor..

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The contractor shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

C. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PSCI, the Contractor shall take:

1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

D. ***Investigation of Breach***. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, The Contractor shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:

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E. ***Written Report***. The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

F. ***Notification of Individuals***. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

7. **Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

8. **Contact Information**. To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

DHCS Program Contract Manager	**DHCS Privacy Officer**	**DHCS Information Security Officer**
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

9. **Audits and Inspections.** From time to time, DHCS may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Contractor shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this ICSR exhibit.

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EXHIBIT E

PRIVACY AND INFORMATION SECURITY PROVISIONS

This Exhibit E is intended to protect the privacy and security of specified Department information that Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit E consists of: (1) Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA")(PHI): and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3. Personal Information may include data provided to the Department by the Social Security Administration.

Exhibit E consists of the following parts:

1. Exhibit E-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.

1. Exhibit E-2, which provides for the privacy and security of PI in accordance with specified provisions of the Agreement between the Department and the Social Security Administration, known as the Information Exchange Agreement (IEA) and the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (Computer Agreement) to the extent Contractor access, receives, or transmits PI under these Agreements. Exhibit E-2 further provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.

2. Exhibit E-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit E in its entirety.

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EXHIBIT E-1

HIPAA Business Associate Addendum

1. Recitals.

A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."

B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit E-1 of this Agreement. This information is hereafter referred to as "Department PHI".

C. The purpose of this Exhibit E-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.

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To the extent that data is both PHI or ePHI and Personally Identifying Information, both Exhibit E-2 (including Attachment B, the SSA Agreement between SSA, CHHS and DHCS, referred to in Exhibit E-2) and this Exhibit E-1 shall apply.

D. The terms used in this Exhibit E-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

2. Definitions.

A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, and the HIPAA regulations.

D. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit E-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.

E. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.

F. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.

G. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for

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the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Section 160.103.

H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.

I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.

J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.

L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.

M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.

N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

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3. Terms of Agreement.

A. **Permitted Uses and Disclosures of Department PHI by Contractor.**

Except as otherwise indicated in this Exhibit E-1, Contractor may use or disclose Department PHI only to perform functions, activities or services specified in Section 1.A of Exhibit E-1 of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

B. **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Exhibit E-1, Contractor may:

1) **Use and Disclose for Management and Administration**. Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit E-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.

2) **Provision of Data Aggregation Services**. Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

C. **Prohibited Uses and Disclosures**

1) Contractor shall not disclose Department PHI about an individual to

a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

D. **Responsibilities of Contractor**

Contractor agrees:

1) **Nondisclosure**. Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.

2) **Compliance with the HIPAA Security Rule**. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.

3) **Security**. Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;

b. Achieving and maintaining compliance with the HIPAA

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Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement; and

c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

4) **Security Officer**. Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.

5) **Mitigation of Harmful Effects**. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit E.

6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit E of which it becomes aware.

7) **Contractor's Agents and Subcontractors**.

a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit E, and that require compliance with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act and the HIPAA regulations, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit E-1 into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.

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b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:

i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or

ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

8) **Availability of Information to the Department and Individuals to Provide Access and Information:**

a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH

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Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.

9) **Amendment of Department PHI**. To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty (20) days within which to make the amendment.

10) **Internal Practices**. To make Contractor's internal practices, books and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.

11) **Documentation of Disclosures**. To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

12) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is

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reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit E-1, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

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b. **Investigation and Investigation Report**. To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI . Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

c. **Complete Report**. To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary

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(after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

f. **Department Contact Information**. To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

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Department Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646; (866) 866-0602 Email: privacyofficer@dhcs.ca.gov Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000; (800) 579-0874 Fax: (916)440-5537

13) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit E-1, it shall take the following steps:

a. Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor; or

b. Immediately terminate the Agreement if the Department has breached a material term of the Exhibit E-1 and cure is not possible.

14) **Sanctions and/or Penalties**. Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

E. Obligations of the Department.

The Department agrees to:

1) **Permission by Individuals for Use and Disclosure of PHI**. Provide the Contractor with any changes in, or revocation of, permission by an

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Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.

2) **Notification of Restrictions**. Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.

3) **Requests Conflicting with HIPAA Rules**. Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.

4) **Notice of Privacy Practices**. Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx or the DHCS website at www.dhcs.ca.gov (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

F. Audits, Inspection and Enforcement

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit E-1,Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

G. Termination.

1) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).

2) **Termination for Cause**. In accordance with 45 CFR Section

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164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit E-1 by Contractor, the Department shall:

a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department; or

b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit E-1 and cure is not possible.

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EXHIBIT E-2

Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA

1. Recitals.

A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:

1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),

2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit E as Attachment B and is hereby incorporated in this Agreement.

3) Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.

B. The purpose of this Exhibit E-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit E-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit E-1 and this Exhibit E-2 shall apply.

C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a

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subcontractor, to whom it provides DHCS data that includes data provided by the Social Security Administration, agree to the same requirements for privacy and security safeguards for such confidential data that apply to Contractor with respect to such information.

D. The terms used in this Exhibit E-2, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions.

A. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

B. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).

C. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

D. "Department PI" shall mean Personal Information, as defined below, accessed in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of the Department.

E. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and the California Department of Health Care Services (DHCS).

F. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

G. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

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H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).

I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

3. Terms of Agreement

A. **Permitted Uses and Disclosures of Department PI and PII by Contractor**

Except as otherwise indicated in this Exhibit E-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

B. **Responsibilities of Contractor**

Contractor agrees:

1) Nondisclosure. Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.

2) Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure

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of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.

3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;

b. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

c. If the data obtained by Contractor from DHCS includes PII, Contractor shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement, which are attached as Attachment B and incorporated into this Agreement. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. Contractor also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Contractor with respect to such information.

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4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit E-2.

5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit E-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.

6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.

7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).

8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

   a. Initial Notice to the Department. (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired

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by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the Department **within one (1) hour by email or fax** if the data is data subject to the SSA Agreement; and **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit E-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

b. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx .

c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

d. **Investigation and Investigation Report**. To immediately investigate such suspected security incident, security

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incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.

e. **Complete Report**. To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are

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made. The Department will provide its review and approval expeditiously and without unreasonable delay.

g. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

h. **Department Contact Information**. To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Department Program Contract	**DHCS Privacy Officer**	**DHCS Information Security Officer**
See the Exhibit A, Program Specifications for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: privacyofficer@dhcs.ca.gov Telephone:(916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874

10) Designation of Individual Responsible for Security

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit E-2 and for communicating on security matters with the Department.

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EXHIBIT E-3

Miscellaneous Terms and Conditions

Applicable to Exhibit E

1) **Disclaimer**. The Department makes no warranty or representation that compliance by Contractor with this Exhibit E, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.

2) **Amendment**. The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit E may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit E embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:

   a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or

   b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

3) **Judicial or Administrative Proceedings**. Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

4) **Assistance in Litigation or Administrative Proceedings**. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

5) **No Third-Party Beneficiaries**. Nothing express or implied in the terms and conditions of this Exhibit E is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

6) **Interpretation**. The terms and conditions in this Exhibit E shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit E shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.

7) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.

8) **Regulatory References**. A reference in the terms and conditions of this Exhibit E to a section in the HIPAA regulations means the section as in effect or as amended.

9) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit E-1, and Section 3, Item B of Exhibit E-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

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10) **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

11) **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit E. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit E. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit E.

12) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit E.

13) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.

14) **Effect of Termination**. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

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Attachment A
Data Security Requirements

1. Personnel Controls

A. **Employee Training**. All workforce members who assist in the performance of functions or activities on behalf of the Department, or access or disclose Department PHI or PI must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.

B. **Employee Discipline**. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

C. **Confidentiality Statement**. All persons that will be working with Department PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Department PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for Department inspection for a period of six (6) years following termination of this Agreement.

D. **Background Check**. Before a member of the workforce may access Department PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

A. **Workstation/Laptop encryption**. All workstations and laptops that store Department PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as

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Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the Department Information Security Office.

B. **Server Security**. Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

C. **Minimum Necessary**. Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.

D. **Removable media devices**. All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

E. **Antivirus software**. All workstations, laptops and other systems that process and/or store Department PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

F. **Patch Management**. All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

G. **User IDs and Password Controls**. All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

1) Upper case letters (A-Z)

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2) Lower case letters (a-z)
3) Arabic numerals (0-9)
4) Non-alphanumeric characters (punctuation symbols)

H. **Data Destruction**. When no longer needed, all Department PHI or PI must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the Department Information Security Office.

I. **System Timeout**. The system providing access to Department PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

J. **Warning Banners**. All systems providing access to Department PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

K. **System Logging**. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Department PHI or PI, or which alters Department PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Department PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

L. **Access Controls**. The system providing access to Department PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

M. **Transmission encryption**. All data transmissions of Department PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing Department PHI can be encrypted. This requirement pertains to any type of Department PHI or PI in motion such as website access, file transfer, and E-Mail.

N. **Intrusion Detection**. All systems involved in accessing, holding, transporting, and protecting Department PHI or PI that are accessible via

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the Internet must be protected by a comprehensive intrusion detection and revention solution.

3. Audit Controls

A. **System Security Review**. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

B. **Log Reviews**. All systems processing and/or storing Department PHI or PI must have a routine procedure in place to review system logs for unauthorized access.

C. **Change Control**. All systems processing and/or storing Department PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

A. **Emergency Mode Operation Plan**. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

B. **Data Backup Plan**. Contractor must have established documented procedures to backup Department PHI to maintain retrievable exact copies of Department PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

5. Paper Document Controls

A. **Supervision of Data**. Department PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk

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or office. Unattended means that information is not being observed by an employee authorized to access the information. Department PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. **Escorting Visitors**. Visitors to areas where Department PHI or PI is contained shall be escorted and Department PHI or PI shall be kept out of sight while visitors are in the area.

C. **Confidential Destruction**. Department PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

D. **Removal of Data**. Only the minimum necessary Department PHI or PI may be removed from the premises of the Contractor except with express written permission of the Department. Department PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of Contractors locations.

E. **Faxing**. Faxes containing Department PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

F. **Mailing**. Mailings containing Department PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of Department PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of the Department to use another method is obtained.

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-10092	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTOR NAME
County of Mariposa

2. The term of this Agreement is:

START DATE
July 1, 2021

THROUGH END DATE
June 30, 2024

3. The maximum amount of this Agreement is:
$0.00 (Zero Dollars)

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	Page
	Exhibit A	Program Specification (including Special Terms and Conditions)	24
	Exhibit A, Attachment I	Request for Waiver	1
	Exhibit B	Funds Provision	1
+ -	Exhibit C *	General Terms and Conditions (GTC 04/2017)	
+ -	Exhibit D	Information Confidentiality and Security Requirements	7
+ -	Exhibit E	Privacy and Information Security Provisions (including Attachment A)	31

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
5362 Lemee Lane, P. O. Box 99	Mariposa	CA	9533

PRINTED NAME OF PERSON SIGNING	TITLE
Shannon Gadd	Human Services Director
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

Attachment: STD 213 flat - Performance - FY 2021-24 - Mariposa - 21-10092 (RES-2021-437 : California DHCS Performance Agreement 21-10092

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
21-10092	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Health Care Services			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	9581
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) W&I Code §14703		

Attachment: STD 213 flat - Performance - FY 2021-24 - Mariposa - 21-10092 (RES-2021-437 : California DHCS Performance Agreement 21-10092

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

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 the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

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 the State, 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.

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

7. TERMINATION FOR CAUSE: The State 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 the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

Attachment: Exhibit C - GTC April 2017 (RES-2021-437 : California DHCS Performance Agreement 21-10092 with Behavioral Health)

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

9. RECYCLING CERTIFICATION: The 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 the State 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: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 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.

Attachment: Exhibit C - GTC April 2017 (RES-2021-437 : California DHCS Performance Agreement 21-10092 with Behavioral Health)

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

    a. The Government Code Chapter on Antitrust claims 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. Government Code Section 4550.

    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. See Government Code Section 4554.

Attachment: Exhibit C - GTC April 2017 (RES-2021-437 : California DHCS Performance Agreement 21-10092 with Behavioral Health)

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

    a. The 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. The 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.

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

Attachment: Exhibit C - GTC April 2017 (RES-2021-437 : California DHCS Performance Agreement 21-10092 with Behavioral Health)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Attachment: Exhibit C - GTC April 2017 (RES-2021-437 : California DHCS Performance Agreement 21-10092 with Behavioral Health)

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-438

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Kazlin Infinite Care, LLC Agreement to Provide Residential Care Services for BH

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Kazlin Infinite Care, LLC to provide residential care facility services for County of Mariposa in an amount not to exceed $100,000; and authorize the Board of Supervisors Chair to sign the Agreement.

The County does not operate inpatient residential facilities. This Agreement will allow County of Mariposa Health and Human Services Agency (**HHSA**) to utilize the services of Kazlin Infinite Care, LLC at their Merced residential site in order to serve persons in mental health recovery.

HHSA wishes to engage the services of this provider because of the benefits of the nearby location. The clients who will be served through this Agreement require a lower level of care than a psychiatric inpatient bed but still need residential care before returning to the community.

The rates for this residential care facility are well below rates for a psychiatric inpatient hospital bed. Nearby placements reduce the staff time needed to serve clients as compared to more distant hospitals. HHSA prefers local placements that should result in increased staff efficiency and staff and travel cost savings.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The County has an existing Agreement with Kazlin Infinite Care, LLC, approved through Resolution Number 2020-422 on July 21, 2020.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this agreement is not approved, HHSA will be hindered in providing residential care to persons on the road to mental health recovery. When a crisis arises, costs for serving these persons may be driven up by not having a contract in place.

FINANCIAL IMPACT:
Costs for this agreement are funded primarily by Mental Health Realignment funds. This contract will be paid within the Mental Health budget units. There will be no impact to the County General Fund.

ATTACHMENTS:

Kazlin Infinite Agreement 2022-Wcsignature (PDF)

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

Attachment: Kazlin Infinite Agreement 2022-Wcsignature (RES-2021-438 : Kazlin Infinite Care, LLC Agreement to Provide Residential Care

AGREEMENT FOR RESIDENTIAL CARE SERVICES

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

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2021 and terminate on June 30, 2022 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $100,000. Contractor's rates are listed in Exhibit B, "Cost Proposal." County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

Attachment: Kazlin Infinite Agreement 2022-Wcsignature (RES-2021-438 : Kazlin Infinite Care, LLC Agreement to Provide Residential Care

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: Kazlin Infinite Agreement 2022-Wcsignature (RES-2021-438 : Kazlin Infinite Care, LLC Agreement to Provide Residential Care

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Kazlin Infinite Care, LLC
3553 El Redondo Drive
Merced, CA 95348

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

Attachment: Kazlin Infinite Agreement 2022-Wcsignature (RES-2021-438 : Kazlin Infinite Care, LLC Agreement to Provide Residential Care

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

Attachment: Kazlin Infinite Agreement 2022-Wcsignature (RES-2021-438 : Kazlin Infinite Care, LLC Agreement to Provide Residential Care

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

Attachment: Kazlin Infinite Agreement 2022-Wcsignature (RES-2021-438 : Kazlin Infinite Care, LLC Agreement to Provide Residential Care

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

Attachment: Kazlin Infinite Agreement 2022-Wcsignature (RES-2021-438 : Kazlin Infinite Care, LLC Agreement to Provide Residential Care

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

Erlinda Magliba, Administrator
Kazlin Infinite Care, LLC

COUNTERSIGNED:
(Government Code §25103)

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Kazlin Infinite Agreement 2022-Wcsignature (RES-2021-438 : Kazlin Infinite Care, LLC Agreement to Provide Residential Care

Exhibit A
SCOPE OF WORK

Kazlin Infinite Care, LLC is a licensed residential care facility for the elderly and clients in mental health recovery. It provides a home-like atmosphere housing up to 6 residents. The staff is on hand for 24 hours, assisting residents with daily activities such as bathing, grooming, medication management, coordination with healthcare provider, medical transportation and other needs.

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

Attachment: Kazlin Infinite Agreement 2022-Wcsignature (RES-2021-438 : Kazlin Infinite Care, LLC Agreement to Provide Residential Care

Exhibit B
COST PROPOSAL

Kazlin Infinite Care, LLC Information

Minimum Cost: $ 2,500 shared room
Coverage Areas: Merced, California
Beds: 6

SHARED ROOM RATES PER LEVEL

Levels of Care	Points	Daily Rate	30-day Rate
Level One	0 to 7 points	$ 83.34	$ 2,500.00
Level Two	8 to 22 points	100.00	3,000.00
Level Three	23 to 42 points	116.67	3,500.00
Level Four	43 to 63 points	133.34	4,000.00
Level Five (hospice)	64 to 90 or more	150.00	4,500.00

The above rates may fluctuate up to 10% based on the state approved rate in effect on the date of service.

Attachment: Kazlin Infinite Agreement 2022-Wcsignature (RES-2021-438 : Kazlin Infinite Care, LLC Agreement to Provide Residential Care

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-439

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Budget Action #2 to Balance HHSA Budgets for FY20-21 Year-End

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RECOMMENDATION AND JUSTIFICATION:
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).

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This budget action requests appropriations increases and offsetting decreases that result in no net change in the behavioral health 001-0402 or 001-0403 budgets.

In the normal course of business, the Agency must request Budget Actions to balance the various HHSA funds to close out the fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this budget action is not approved, the Agency will be unable to pay expenses and balance the budgets in the affected funds for FY20-21 year end.

FINANCIAL IMPACT:
This budget action requests appropriations increases and offsetting decreases that result in no net change in the behavioral health 001-0402 or 001-0403 budgets. There is no impact to the County General Fund.

ATTACHMENTS:
Year-end Budget Action HHSA (Behavioral Health) #2 (PDF)

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

REF ID# 11997

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
001	0402	622.01-02	SOC WORKER SUPERVISOR I			$35,139
001	0402	622.01-03	DEP DIRECTOR BEHAV HEALTH			$60,361
001	0402	622.01-22	SOC WORKER SUPERVISOR II			$20,473
001	0402	622.01-28	MENTAL HEALTH CLINICIAN			$62,959
001	0402	622.03-13	MEDICAL/DENTAL/VISION			$47,524
001	0402	622.04-18	PROFESSIONAL SERVICES		$326,456	
001	0402	622.09-10	BEHAV HLTH TO HUMAN SERV			$100,000
001	0403	623.01-31	MENTAL HEALTH ASST II		$30,823	
001	0403	623.03-13	MEDICAL/DENTAL/VISION		$11,687	
001	0403	623.04-24	CONTRACT SERV INPATIENT			$42,510
		2021 End of the year HHSA Budget Action #2 20210709				
				TOTAL	$368,966	$368,966
TRANSFER BETWEEN FUNDS						
				TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

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

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

JUSTIFICATION:

DEPT HEAD SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 11/95

C:\EXCEL\BUDGET98\BUDCHGS\Year-end Budget Action 001-0402 #1

Attachment: Year-end Budget Action HHSA (Behavioral Health) #2 (RES-2021-439 : Budget Action #2 to Balance HHSA Budgets for FY20-21

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-440

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: First Amendment to Agreement with American Indian Council

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RECOMMENDATION AND JUSTIFICATION:
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.

Mariposa County Health and Human Services Agency (HHSA) renewed the sub-contract with the American Indian Council of Mariposa to provide mental health services for local American Indians via the Mi Wu Mati Healing Center. The contract provides $40,000 for the purchase of a vehicle, funding for a part-time mental health clinician and a receptionist to serve clients in Fiscal Year 2020-2021. During this fiscal year, the state Department of Health Care Services (DHCS) increased our allocation to provide more services at Mi Wu Mati than initially planned; therefore, HHSA is requesting a First Amendment to increase the not to exceed amount by $25,000 and to specify additional Outreach Coordinator and Contractor Counseling services in Exhibit B of the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The most recent agreement was approved by the Board on January 5, 2021, Resolution No. 2021-6.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this contract is not approved, the unique and reliable services of this facility would not be available to assist our local Native American population with mental health services.

FINANCIAL IMPACT:
The continuation of the Mental Health Block Grant to operate the Mi Wu Mati Healing Center was anticipated in the fiscal year 2020-2021 budget. This agreement is not to exceed $155,042.30. This cost of this agreement with American Indian Council of Mariposa will be reimbursed with grant funds, and there will be no impact on the County General Fund.

ATTACHMENTS:

First Amendment - AIC Agreement 2021v2 (PDF)
First Amendment - AIC Agreement 2021 Exhibit A (PDF)
First Amendment - Exhibit B AIC 2021 (PDF)
AIC Agreement 2021 - Wsignatures Res #2021-6 (PDF)

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

FIRST AMENDMENT TO AGREEMENT FOR COUNSELING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR COUNSELING SERVICES, is made and entered into this _____ day of _____20__, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as **"County,"** and American Indian Council, hereinafter referred to as **"Contractor."**

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated January 5, 2021, wherein **Contractor** agreed to provide counseling services; and

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

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

1. Paragraph 2, "COMPENSATION," is hereby amended to provide that an additional $25,000 will be added to the original amount of $130,042.30, making the total compensation paid to **Contractor** the not to exceed amount of $155,042.30.

2. Exhibit B, "COST PROPOSAL," is hereby amended to include *Outreach Coordinator Salary 520 hrs x $20/hr: $10,400* and *Contractor Counseling Fee (Sharon Whitefawn): $14,600.*

3. Paragraph 3, "SCOPE OF WORK" and Exhibit A are hereby amended to provide that C**ontractor** agrees to provide the following additional services: outreach coordination and professional counseling.

Except as herein amended, the Agreement dated January 5, 2021 shall remain in full force and effect.

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

Attachment: First Amendment - AIC Agreement 2021v2 (RES-2021-440 : First Amendment to Agreement with American Indian Council)

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Board of Supervisors	Tara Fouch-Moore Secretary, Miwuk Tribal Council
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: First Amendment - AIC Agreement 2021v2 (RES-2021-440 : First Amendment to Agreement with American Indian Council)

First Amendment - Exhibit A
SCOPE OF WORK

I. INTRODUCTION/BACKGROUND

American Indian Council operates a mental health and substance abuse program for adults, children and adolescents at the Mi Wu Mati Healing Center.

Mi Wu Mati Healing Center is a specially designed American Indian mental health program aimed at treating local American Indians within the context and value system of their cultural beliefs. Services include individual and family counseling, crisis counseling, support groups, community education and activities aimed at enhancing and promoting cultural ways through teaching traditional classes in Native American arts, crafts and plant recognition.

Mariposa County Health and Human Services Agency (County) will contract with American Indian Council for services provided by Mi Wu Mati and provide administrative oversight of the Healing Center. Services will include outreach coordination activities with the local community and professional counseling.

II. TECHNICAL REQUIREMENTS

The following services will be performed by American Indian Council through Mi Wu Mati Healing Center to meet demands mentioned in Expected Outcomes listed below.

· Function as an outpatient mental health counseling service to children and adults with serious emotional problems from the Native American community.
-Provide outreach to 6-12 graders for afterschool pro social, prevention, harm reduction activities.
· Retain a licensed mental health counselor to Provide individual, family, group and crisis counseling services during regular business hours
· Offer planned community outreach, specifically American Indian cultural based psycho-educational group services for children and adults
- Hire and train an activities coordinator
- Purchase a vehicle ($40,000) to assist in client access to activities, assist elderly to get to services, do services in the community. Increase access to Whhoga (traditional tribal village) for healing culturally significant activities and ceremonies.

County will perform the following tasks to meet demands mentioned in Expected Outcomes listed below.
· Provide Mi-Wu Mati access to after-hours crisis services
· Support activities provided by Mi Wu Mati, such as promotion of wellness and educational opportunities for Native American youth

Attachment: First Amendment - AIC Agreement 2021 Exhibit A (RES-2021-440 : First Amendment to Agreement with American Indian Council)

III. EXPECTED OUTCOMES

The continuation of service viability in the community as evidenced by increased participation by local American Indians in Mi Wu Mati sponsored activities and counseling.

Estimated Community Intervention/Education hours: 1,000

Projected Number of Clients to be Served Annually:

	AGE	**#Served**
Severely Mentally Ill	18-64 65 & Over	7 7
Severely Mentally Ill Sessions	18-64 65 & Over	295 133
Severely Emotionally Disturbed Unduplicated	0-17	3
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Adult Dual Diagnosis Sessions		4
Youth Dual Diagnosis Sessions		1
Prevention Group Activities		52
Prevention Participants		1040

IV. DELIVERABLES/SCHEDULE

- Mi Wu Mati agrees to provide Monthly data reports to County

- Mi Wu Mati agrees to provide annual data reports to County. Annual reports must be sent by Mi Wu Mati to County no later than the 10th of January. Reports will be submitted and contain information for the period consistent with this agreement.

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V. APPLICABLE DOCUMENTS

Please see **Mental Health Block Grant Renewal Notice**.

VI. MONITORING THE PROGRESS

American Indian Council and Mariposa County Health and Human Services Agency agree that the performance of work will be monitored during the life of the agreement as follows:

1. Formal meetings between Mi Wu Mati and County representatives will be held Monthly to monitor progress, discuss information in interim reports, and ensure compliance.
2. Prior to payment, County will review invoices and monthly reports for compliance with statement of work.

VII. HIPAA COMPLIANCE

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

First Amendment - Exhibit B

COST PROPOSAL

Amount to be paid to Contractor - $155,042.30

The contractor may choose to purchase a vehicle to assist in providing services. The contractor will be allowed $40,000 maximum reimbursement for the vehicle. The contractor must submit a separate invoice for approval that includes backup supporting the purchase price of the vehicle. Upon approval, the County will reimburse contractor up to $40,000 for the vehicle purchase.

Additional fees include the following:

Fees	Cost
Outreach Coordinator Salary (520 hrs x $20/hr)	$10,400.00
Contractor Counseling (Sharon Whitefawn)	$14,600.00

The contractor will be paid $90,042.30 in 12 monthly payments of $7,503.52.

Attachment: First Amendment - Exhibit B AIC 2021 (RES-2021-440 : First Amendment to Agreement with American Indian Council)

MARIPOSA COUNTY

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

RESOLUTION - ACTION REQUESTED 2021-6

MEETING: January 5, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Agreement with American Indian Council

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with the American Indian Council of Mariposa to provide mental health services in the amount not to exceed $130,042.30; and authorize the Board of Supervisors Chair to sign the Agreement.

The Department wishes to renew the sub-contract with the American Indian Council of Mariposa to provide mental health services for local American Indians via the Mi Wu Mati Healing Center. The contract will provide $40,000 for the purchase of a vehicle, funding for a part-time mental health clinician and a receptionist to serve clients in Fiscal Year 2020-2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The previous contract was approved by the Board on April 1, 2019, Resolution No. 2019-197.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
If this contract is not approved, the unique and reliable services of this facility would not be available to assist our local American Indians with mental health services.

FINANCIAL IMPACT:
The continuation of the Mental Health Block Grant to operate the Mi Wu Mati Healing Center was anticipated in the fiscal year 2020-2021 budget. This agreement is not to exceed $130,042.30. This cost of this agreement with American Indian Council of Mariposa will be reimbursed with grant funds, and there will be no impact on the County General Fund.

ATTACHMENTS:
AIC Agreement 2021 (PDF)

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

Attachment: AIC Agreement 2021 - Wsignatures Res #2021-6 (RES-2021-440 : First Amendment to Agreement with American Indian Council)

AGREEMENT FOR COUNSELING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 5th day of January, 2021 by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and American Indian Council, ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on July 1, 2020 and terminate on June 30, 2021 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $130,042.30. The Contractor's rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Attachment: AIC Agreement 2021 - Wsignatures Res #2021-6 (RES-2021-440 : First Amendment to Agreement with American Indian Council)

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

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

Attachment: AIC Agreement 2021 - Wsignatures Res #2021-6 (RES-2021-440 : First Amendment to Agreement with American Indian Council)

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: AIC Agreement 2021 - Wsignatures Res #2021-6 (RES-2021-440 : First Amendment to Agreement with American Indian Council)

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8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
American Indian Council
P.O. Box 186
Mariposa, CA 95338

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

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those

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

13. ENTIRE AGREEMENT AND MODIFICATION

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

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

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

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

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

16. NO WAIVER

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

Attachment: AIC Agreement 2021 - Wsignatures Res #2021-6 (RES-2021-440 : First Amendment to Agreement with American Indian Council)

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

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

22. COUNTERPARTS

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

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

Attachment: AIC Agreement 2021 - Wsignatures Res #2021-6 (RES-2021-440 : First Amendment to Agreement with American Indian Council)

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

29. FUNDING AVAILABILITY

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

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

Attachment: AIC Agreement 2021 - Wsignatures Res #2021-6 (RES-2021-440 : First Amendment to Agreement with American Indian Council)

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

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

COUNTY OF MARIPOSA

Marshall Long, Chair
Board of Supervisors

CONTRACTOR

SSMN/VC
(Signature)

Director
(Signature)

ATTEST:

Rene LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: AIC Agreement 2021 - Wsignatures Res #2021-6 (RES-2021-440 : First Amendment to Agreement with American Indian Council)

Exhibit A
SCOPE OF WORK

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Exhibit B
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MARIPOSA COUNTY

Planning · 209-966-5151

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Recognize Service to the Creative Placemaking Strategy Committee

---

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

Mr. Heule has resigned his position on this Committee as he is no longer available to serve.

This vacancy is currently being advertised and is the only vacancy on the Committee.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Mr. Heule was appointed November 19, 2019.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
None
.

FINANCIAL IMPACT:
None

ATTACHMENTS:
210713 derek email resignation (PDF)

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

From: Derek Heule
Sent: Tuesday, July 13, 2021 4:59 PM
To: Mikey Goralnik; Cara Goger
Subject: sad day

Hi guys!
I hope you are both well. I am writing because I feel horrible about how poor my involvement has been with the committee this last year. I need to be honest with myself in that I just don't have time to commit to doing this well and I am taking a seat that should be filled by someone who can be a better contributor.

I don't know if I need to do something more official, but this is my letter of resignation from the Creative Placemaking Committee. I am still a huge fan and cheerleader for what you guys are doing!
Hope to see you both around soon!
Best,
--
Derek Heule

Attachment: 210713 derek email resignation (2021-71 : Recognize Service to the Creative Placemaking Strategy Committee)

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2021-441

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Fourth Amendment - Agreement with Mintier Harnish

RECOMMENDATION AND JUSTIFICATION:

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.

The firm Mintier Harnish Planning Consultants is currently under contract with Mariposa County to prepare updates to Mariposa County's Development Codes (for Zoning and Subdivisions) to implement the Mariposa County General Plan and state law.

Because this contract work would occur in more than one fiscal year, the original contract was structured so that costs for each fiscal year would be brought back to the Board of Supervisors on an annual basis. This ensures availability of funds for continued work on the project.

Allocated compensation for the original agreement for FY 2018-2019 was $75,000. $35,953.46 of the budgeted funds were used.

Allocated compensation for the second amendment for FY 2019-2020 was $160,000. $107,956.54 of the budgeted funds were used.

Allocated compensation for the third amendment for FY 2020-2021 was $120,000. As of the date of preparation of this item, $101,157.66 of the budgeted funds were used.

This fourth amendment establishes funds for FY 2021-2022 at $100,000. This amount has been included in the approved Planning Department's Budget for Fiscal Year 2021-2022.

The original estimated amount for this project was $263,076 (including a 10% contingency). That estimated amount did not include time for the work on the Title 1 amendments (although the additional work was added to the agreement). The original estimate was prefaced by an acknowledgement that, "Zoning and Subdivision Ordinance Updates can vary widely in requirements for County staff and Consultant

time and costs." The consultant has indicated that this project is significantly more complicated than other similar projects (due to County's General Plan and Zoning Ordinance structure). The total amount spent to date (including for work on the Title 1 amendments) is $245,067.66. With this amendment, the total contracted amount would be $345,067.66.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 26, 2019: Resolution No. 2019-161, Agreement with Mintier Harnish Planning Consultants for County of Mariposa Zoning and Subdivision Ordinance Update.

June 11, 2019: Resolution No. 2019-325, First Amendment with Mintier Harnish Planning Consultants to include administrative enforcement procedures in Title 1 within scope of work.

August 6, 2019: Resolution No. 2019-455. Second Amendment with Mintier Harnish Planning Consultants to establish compensation for FY 2019-2020 work.

August 4, 2020: Resolution No. 2020-477. Third Amendment with Mintier Harnish Planning Consultants to establish compensation for FY 2020-2021 work.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve amendment; continued work on contract will not occur.

FINANCIAL IMPACT:
Adequate Funds were budgeted for FY 2021-2022 for this Amendment (BOS Resolution No. 2021-373 Adopting the 2021-2022 Fiscal Year Budget)

ATTACHMENTS:
DRAFT Resolution 2021-xxx Fourth Amendment to Agreement Mintier Harnish (PDF)
MCZSO_Short Term Schedule_2021 07 16a BG (PDF)
Resolution 2019-161 Agreement Mintier Harnish (PDF)
Resolution 2019-325 First Amendment to Agreement Mintier Harnish (PDF)
Resolution 2019-455 Second Amendment to Agreement Mintier Harnish (PDF)
Resolution 2020-477 Third Amendment to Agreement Mintier Harnish (PDF)

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

.

FOURTH AMENDMENT TO AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE

THIS FOURTH AMENDMENT TO AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE is made and entered into this 27th day of July 2021, to be retroactively effective on the 1st day of July 2021, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Mintier Harnish Planning Consultants, hereinafter referred to as "**Contractor.**"

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated the 26th day of March 2019 ("**Agreement**"), wherein **Contractor** agreed to provide professional planning consultant services to prepare updates to Mariposa County's Zoning and Subdivision Ordinances; and

WHEREAS, the Term of the **Agreement** in Paragraph 1 is established as the 31st day of December 2020; and

WHEREAS, Exhibits A and B of said **Agreement** specified a Scope of Work to be completed in Phases, a timeline for Phases with work to be completed within FY 2020-2021, and a Project Cost Estimate showing the total costs, with contingency, to be $263,076; and

WHEREAS, on the 11th day of June 2019, **County** and **Contractor** amended said **Agreement** to change the scope of work to be provided by **Contractor**, to include enforcement and nuisance abatement provisions in Title 1, County Code; this was titled "First Amendment to Agreement for Zoning and Subdivision Ordinances Update". No additional funding was allocated for this work; and

WHEREAS, on the 6th day of August 2019 (retroactively applicable to the 1st day of July 2019), **County** and **Contractor** amended said **Agreement** to identify the Compensation for the County's Fiscal Year (FY) 2019-2020 (July 1, 2019 – June 30, 2020); this was titled "Second Amendment to Agreement for Zoning and Subdivision Ordinance Update"; and

WHEREAS, on the 4th day of August 2020 (retroactively applicable to the 1st day of July 2020), **County** and **Contractor** amended said **Agreement** to identify the Compensation for the County's Fiscal Year (FY) 2020-2021 (July 1, 2020 – June 30, 2021); this was titled "Third Amendment to Agreement for Zoning and Subdivision Ordinance Update"; and

WHEREAS, County and Contractor desire to again amend said **Agreement** (as the "Fourth Amendment to Agreement for Zoning and Subdivision Ordinance Update"):

1) to extend the term of work,
2) to increase the maximum compensation for the work, and
3) to identify the Compensation for the County's Fiscal Year (FY) 2021-2022 (July 1, 2021 – June 30, 2022).

Attachment: DRAFT Resolution 2021-xxx Fourth Amendment to Agreement Mintier Harnish [Revision 2] (RES-2021-441 : Fourth Amendment -

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

1. **Agreement**, Paragraph 1, "TERM". The term of this Agreement shall be amended to be the 31st day of December 2022.

2. **Agreement**, Exhibit B, "Project Cost Estimate" shall be modified as shown on the Attachment to this Fourth Amendment to Agreement. The maximum compensation for the work shall not exceed $345,077.66.

3. **Agreement**, Paragraph 3, "COMPENSATION". **Contractor** services performed during County FY 2021-2022 (July 1, 2021 – June 30, 2022) shall not exceed the current funded amount of $100,000 (hereinafter referred to as "ZO/SO Update Funding Four").

4. Pursuant to the Scope of Work (as contained in Exhibit A of the **Agreement** and as modified by the First Amendment to Agreement), ZO/SO Update Funding Four covers the Phases(s), Tasks(s), and level of effort as described in modified Exhibit B for FY 2021-2022 (attached) as well as any uncompleted Phase(s), Task(s), and level of effort for FY 2018-2019, FY 2019-2020, and FY 2020-2021.

Except as herein amended, the Agreement dated the 26th day of March 2019, the First Amendment dated the 11th day of June 2019, the Second Amendment dated the 6th day of August 2019, and the Third Amendment dated the 4th day of August 2020 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Marshall Long, Chair
Board of Supervisors

CONTRACTOR:

Jim Harnish, JD, Principal/Owner
Mintier Harnish Planning Consultants

ATTEST:

René LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: DRAFT Resolution 2021-xxx Fourth Amendment to Agreement Mintier Harnish [Revision 2] (RES-2021-441 : Fourth Amendment -

ATTACHMENT to
FOURTH AMENDMENT TO AGREEMENT

Amended Exhibit B

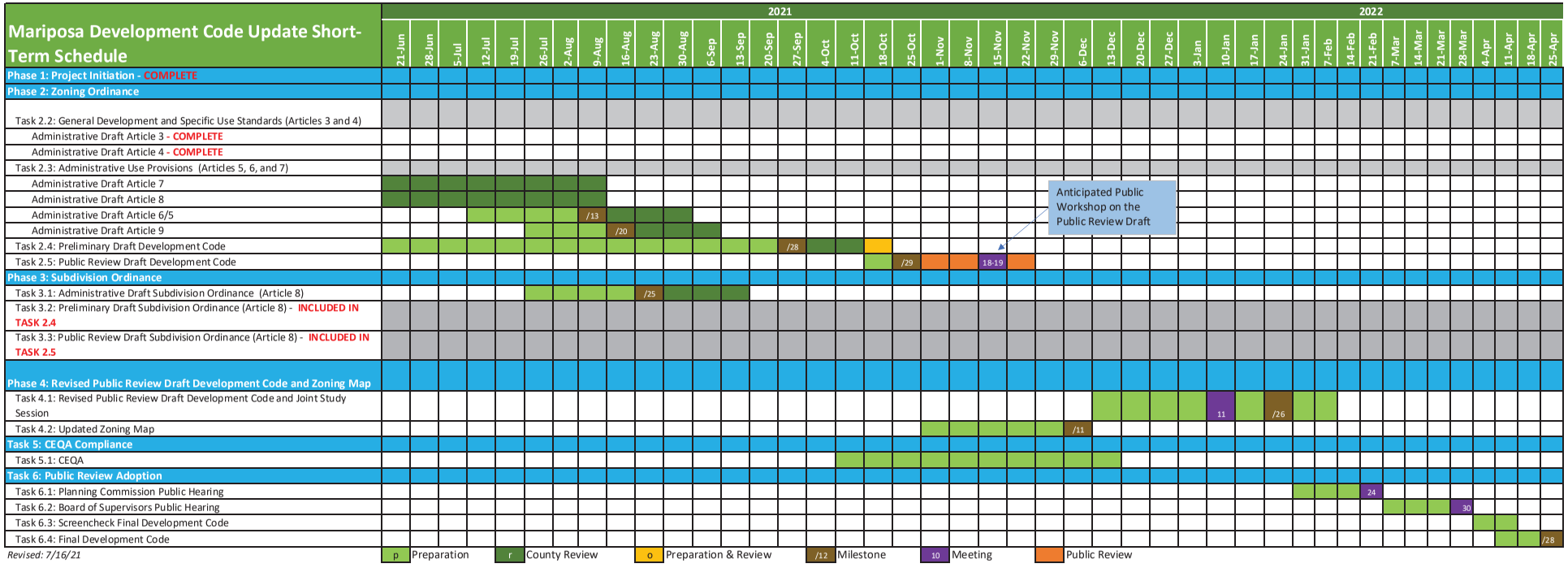
Attachment: DRAFT Resolution 2021-xxx Fourth Amendment to Agreement Mintier Harnish [Revision 2] (RES-2021-441 : Fourth Amendment -

EXHIBIT B

Mariposa County Zoning and Subdivision Ordinance Update

PHASES/TASKS	F/Y 18 - 19	F/Y 19 -20	F/Y 20-21	FY 21 - 22	TOTAL
PHASE 1: PROJECT INITIATION	$ 25,853.75	$ 13,245.00	$ 4,186.25	$ 10,000.00	$ 53,285.00
PHASE2: ZONING ORDINANCE	$ 1,480.00	$ 68,378.75	$ 92,698.75	$ 36,845.00	$ 199,402.50
PHASE 3: SUBDIVISION ORDINANCE	$ -		$ -	$ 22,270.00	$ 22,270.00
PHASE 4: REVISED PUBLIC REVIEW DRAFT ZONING AND SUBDIVISION ORDINANCE AND ZONING MAP	$ -		$ 420.00	$ 5,000.00	$ 5,420.00
PHASE 5: CEQA COMPLIANCE	$ -		$ -	$ 3,160.00	$ 3,160.00
PHASE 6: PUBLIC REVIEW AND ADOPTION	$ -		$ -	$ 13,200.00	$ 13,200.00
PHASE 7: ADDITIONAL WORK - TITLE 1	$ 2,230.00	$ 15,807.50			$ 18,037.50
PROJECT MANAGEMENT	$ 4,265.00	$ 8,647.50	$ 3,561.25	$ 5,525.00	$ 21,998.75
DIRECT COSTS	$ 2,124.71	$ 1,877.79	$ 301.41	$ 4,000.00	$ 8,303.91
PROJECT TOTAL	**$ 35,953.46**	**$ 107,956.54**	**$ 101,167.66**	**$ 100,000.00**	**$ 345,077.66**

Mariposa Development Code Update Short-Term Schedule



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MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2019-161

MEETING: March 26, 2019

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Zoning and Subdivision Ordinances Update

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with Mintier Harnish Planning Consultants to prepare an update of Mariposa County's Zoning and Subdivision Ordinances to implement the County's adopted General Plan; and authorize the Board of Supervisors Chair to sign the Agreement.

The Mariposa County General Plan was adopted in December of 2006. The General Plan provides the long-range (20 year) vision and policy direction defining what the County is and wants to become. The General Plan's implementation is described as the "foundation for the future" guiding the County's growth and development. According to the General Plan, and pursuant to state law, the Board of Supervisors implements the General Plan through development and adoption of ordinances and standards.

Staff has made some progress to implement General Plan policies, but significant progress has been limited by competing priorities, unexpected new issues, emergency events, and limited staff resources. The Board of Supervisors has repeatedly expressed their interest in completing these code amendments, to be consistent with the General Plan; this agreement will result in a comprehensive review and update of these development codes.

On February 6, 2019, a solicitation for proposals was distributed by email to professional organizations and networks, and a number of individual consulting firms. The deadline for submittal of proposals was February 28, 2019. Planning's Director, Deputy Director and Senior Planner reviewed the proposals received, and selected the top proposal.

The recommended contract period for this project will be from March 26, 2019 until December 31, 2020. The project's funded amount for the current FY is $75,000. Additional funding for the agreement for continued work in FY 19/20 will have to be identified and approved, in order to continue progress on the project. The total project

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

Resolution - Action Requested 2019-161

cost is $263,076 (with a 10% recommended contingency for unanticipated costs), which means an additional $188,076 will need to be identified and budgeted. As part of the proposal, the consultant will assist the county in submitting an application for SB-2 funding (the Building Homes and Jobs Act) to offset the majority of the remaining costs of the update. The maximum award for SB-2 funding for small localities (less than 60,000 in population) is $125,000. If the maximum SB-2 funding is received, the additional monies needed in FY 19/20 to complete the contract would be $63,076.

The Agreement anticipates additional funding to complete the work on the updated development codes. The additional funding will be memorialized in amendments to the agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

2018 (June): Board of Supervisors assigned high priority to updating the Zoning and Subdivision Ordinances to implement the General Plan; the Board approved funding in Planning's Professional Services budget for FY 18/19, to commence the process to update these two chapters of county code

2018 (February): Board of Supervisors approved the Mariposa County General Plan Strategic Implementation Work Plan, to prioritize and guide the implementation of the County's General Plan

2006: Board of Supervisors adopted the Mariposa County General Plan

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the agreement or modify the content or terms of the agreement.

Negative action would mean no consultants are used to complete General Plan Implementation.

ATTACHMENTS:
1 190228 FINAL Agreement_Mariposa County Zoning Subdivision Ordinances Update (DOCX)
2 190228 Exhibit A_Mariposa ZCU and SU Proposal (PDF)
3 190228 Exhibit B_Mariposa ZCU and SU_Project Cost Estimate (PDF)
4 181031 SB-2 Monies (PDF)
5 190318 SB-2 Monies Last Quarter 2018 (PDF)

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

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

RES. NO. 19-161

AGREEMENT FOR COUNTY OF MARIPOSA

ZONING AND SUBDIVISION ORDINANCES UPDATE

THIS AGREEMENT ("Agreement") is made and entered into this 26th day of March, 2019, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and Mintier Harnish Planning Consultants ("Contractor"), pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written, and shall continue until all authorized work is approved by the County or December 31, 2020, whichever is earlier.

2. SERVICES

Contractor shall prepare Mariposa County Zoning Ordinance and Subdivision Ordinance Updates, as described in Exhibit A, "Mariposa County Zoning and Subdivision Ordinances Update Proposal for Services", dated February 28, 2019, which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform funded phases, tasks and subtasks as described in the Scope of Work, specifically identified and described in Exhibit A, subject to available funding as provided in Section 3 of this Agreement.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed the current funded amount of $75,000.00 (hereinafter referred to as "ZO/SO Update Funding One"). Pursuant to the Scope of Work (as contained in Exhibit A), ZO/SO Update Funding One covers the Phase(s), Task(s), and level of effort as described in Exhibit B for FY 18/19.

It is anticipated that additional funding amounts to cover the project's full Scope of Work will be available in the future. These additional amounts, to cover specifically identified phases, tasks and subtasks, will be addressed via amendment(s) to this Agreement.

The Contractor's 2019 hourly rates are listed in Exhibit B, "Project Cost Estimate". The County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount for funded phases, tasks or subtasks, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

(2) Primary Coverage: For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers,

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

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

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

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

8. STATE AND FEDERAL TAXES

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

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

9. ASSIGNMENT

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

10. NOTICE

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

CONTRACTOR:
Mintier Harnish
Planning Consultants
1415 20th Street
Sacramento, CA 95811
P: (916) 446-0522

COUNTY:
County of Mariposa Planning Department
Sarah Williams, Planning Director
P.O. Box 2039 / 5100 Bullion Street
Mariposa CA 95338
P: (209) 966-5151

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

F: (916) 446-7520
jim@mintierharnish.com

F: (209) 742-5024
swilliams@mariposacounty.org

11. COMPLIANCE

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

12. PUBLIC RECORDS ACT

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

13. ENTIRE AGREEMENT AND MODIFICATION

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

14. ENFORCEABILITY AND SEVERABILITY

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

15. TERMINATION AND RIGHTS UPON TERMINATION

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

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

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

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

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Mariposa County Zoning and Subdivision Ordinances Update Proposal for Services", dated February 28, 2019." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

16. NO WAIVER

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

17. DISPUTES

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

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

18. CAPTIONS

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

19. NUMBER AND GENDER

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

20. MANDATORY AND PERMISSIVE

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

21. SUCCESSORS AND ASSIGNS

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

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

22. COUNTERPARTS

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

23. OTHER DOCUMENTS

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

24. CONTROLLING LAW

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

25. AUTHORITY

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

26. NEGOTIATED AGREEMENT

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

27. NO RELIANCE ON REPRESENTATIONS

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

28. WARRANTY

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

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

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

29. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR

Jim Harnish, JD, Principal/Owner
Mintier Harnish Planning Consultants

ATTEST:

René LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Exhibit A

"Mariposa County Zoning and Subdivision Ordinances Update Proposal for Services", dated February 28, 2019

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

EXHIBIT A

Proposal for Preparation of the Mariposa County Zoning Ordinance and Subdivision Ordinance Update

February 28, 2019

Submitted to Mariposa County by:

Mintier Harnish
Jacobson & Wack

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PROJECT UNDERSTANDING

Our understanding of the Mariposa County Zoning (Title 17) and Subdivision Ordinance (Title 16) update project is based on both our review of the County's Request for Proposals and review of the General Plan Strategic Implementation Work Plan. We understand the County expects us to prepare Zoning and Subdivision Ordinance Updates that include all the changes specified in the General Plan Strategic Implementation Work Plan. while ensuring that the updated Ordinances are in compliance with recent changes in State law and adhere to existing policies in the 2006 General Plan. 2014-2019 Housing Element. and other community and Town Plans.

We recognize the County's desire for a transparent update process involving the Board of Supervisors. Planning Commission. and numerous other County commissions and committees. stakeholders. and members of the community. The County expects the selected Consultants to prepare and facilitate a robust and extensive community engagement program. including community meetings and workshops. and Board and Commission study sessions. to facilitate discussion and feedback on the updated Ordinances. The County also expects the updated Zoning and Subdivision Ordinances to be responsive to recent planning and development trends and reflect current best management practices. The updated Ordinance provisions should be intuitively organized. user-friendly. clearly written. extensively illustrated. and efficient to administer. enforce. and amend.

We anticipate working closely with County staff throughout the process of document preparation. review. and adoption. and being highly responsive to any evolving County expectations that may emerge as the updated Zoning and Subdivision Ordinances are drafted. reviewed. and adopted.

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THEMES OF OUR APPROACH

Based on our understanding of the County's expectations for the Zoning and Subdivision Ordinances Update. we identified six themes for our approach to the project. These themes serve as the organizing principles for our proposed work program.

Closely Collaborate with Staff. Close collaboration with County staff throughout the project is an essential part of our approach. While our team has unparalleled experience with updating zoning and subdivision ordinances and unified development codes for over 120 cities and counties in the state. County staff possesses the detailed working knowledge of Mariposa County's existing regulatory structure and policy initiatives. We will establish a close working relationship and regular communications with County staff throughout the project. We will work with County staff early on to establish communication protocols and the document review process. We will form an integrated and seamless staff/consultant project team. We will also provide assistance with reviewing the updated Zoning and Subdivision Ordinances with select County staff to ensure that staff is ready to begin implementation of the updated Ordinances on the effective date.

Clearly Define Issues and Opportunities. Key to the success of the Zoning and Subdivision Ordinances Update is clearly identifying and defining the issues to be addressed and opportunities for improvement. We will facilitate a series of meetings and stakeholder interviews. and study sessions to confirm or refine the work program; thoroughly define and explore issues and opportunities; and prioritize the tasks.

Implement Adopted Laws, Regulations, and Policies. A basic purpose of this Zoning and Subdivision Ordinances Update is to assure that the County complies with all adopted Federal. State. and County laws. regulations. and policies. We will assure this purpose is fulfilled. The updated Ordinances will address new Federal telecommunication regulations that limit local review and allow small cell/and co-location. as well as the content neutrality requirements for sign regulations. The Ordinances will address State law related to water efficient landscaping. affordable housing. accessory dwelling units. and several other topics. We will implement the 2006 General Plan. 2014-2019 Housing Element. existing Community and Town Plans. and the General Plan Strategic Implementation Work Plan.

Explore Creative, New Ideas. We will present for County staff consideration of new and innovative approaches to addressing key issues and capitalizing on opportunities to improve the Zoning and Subdivision Ordinances. We will base these approaches and choices on our understanding of best practices in zoning and subdivision regulations and our extensive experience working with a wide array of cities and counties throughout California.

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Streamline the Regulatory Process. The updated Zoning and Subdivision Ordinances will establish a more comprehensive streamlined process for development review. This could include providing for more by-right uses with revised development standards and more efficient administrative provisions. including increased use of administrative permits. Where discretionary permits are required. the Ordinances will establish an updated review process that is clear. efficient. appropriate to the requested entitlement. and easily accessible for public input.

6

Deliver User-Friendly Zoning and Subdivision Ordinances. While technical and regulatory by definition. there is no need for the Ordinances to be difficult to use and understand. The updated Ordinances will be user-friendly and presented in a modern format that is easily read and understood by residents. permit applicants. County staff. the Planning Commission. and Board of Supervisors. The content. format. and presentation of the Zoning and Subdivision Ordinances will provide all users with a clear understanding of the land use regulations. development standards. and permitting and administrative processes. We will provide graphic illustrations and consolidated tables where useful and appropriate. We will eliminate all internal inconsistencies and the use of overly technical language.

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Optional Project Approach: Unified Development Code

An optional approach to the Zoning and Subdivision Ordinances update for the County's consideration is the preparation of a Unified Development Code. A Unified Development Code combines the Zoning and Subdivision Ordinances into one document that is fully integrated. rather than two stand-alone ordinances. As with the separate update of both Ordinances identified in the RFP. a Unified Development Code will be:

- User friendly;
- Written in clear. concise. easy-to-understand language;
- Internally consistent;
- Visually enhanced using quality graphics. tables. and matrices;
- Responsive to current development trends; and
- Easy to administer. enforce. and update.

We believe this approach is a viable and achievable option that our team has extensive experience with. and we would be glad to discuss this approach with you further. if interested. Please refer to our references section on pages 25-27 for a list of and links to Unified Development Codes we have prepared for jurisdictions across California.

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WORK PROGRAM

The following work program is based on our understanding of the County's needs and our experience with many other similar projects. ***We are prepared to revise the work program as necessary to better satisfy the County's expectations for the project and its available budget.***

Phase 1 – Project Initiation

The Consultants will develop an in-depth understanding of Countys expectations. needs. and objectives. as expressed by County staff. for the updated Zoning and Subdivision Ordinances before beginning our work on the updated document.

Tasks:

1.1 **Kick-Off Meeting, Scoping Meeting, and County Tour.** The Consultants will facilitate a project kick-off meeting with County staff. The meeting should include the County Project Manager. and at various times throughout the meeting. front line counter staff. County Counsel. and representatives from other County departments customarily involved in permit processing. review. and proposing conditions of approval. Topics to be addressed at the meeting include the following:

- Review/clarify the County's expectations and needs for the Zoning and Subdivision Ordinances update
- Discuss the deficiencies of the existing Ordinances; review the Planning staff "fix-it" lists as well as lists from other County departments (i.e.. County Counsel and Engineering)
- Refine the project work program. community engagement. budget. and schedule as necessary
- Review and discuss the updated Zoning and Subdivision Ordinances format. style. and organization
- Discuss documents relevant to the Project including the 2006 General Plan. 2014-2019 Housing Element. existing Zoning and Subdivision Ordinances. and development standards from other community plans (i.e.. Cathey's Valley) and Town plans (i.e.. Fish Camp. Wawona) within the county
- Review and discuss the Mariposa County General Plan Implementation Work Plan and related themes that can be interwoven into the Zoning and Subdivision Ordinances Update process (i.e.. tree mortality. drought. wildland fire hazards and wildland urban interface. event venues in rural areas. workforce and employee housing. and economic vitality).

Following the meeting. the Consultants will tour key county locations selected by County staff that highlight examples of key zoning and subdivision related issues and to gain further understanding of development issues. The Consultants will prepare a meeting agenda for delivery to the County's Project Manager at least a week before the scheduled

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kick-off meeting. Following the meeting. the Consultants will prepare meeting notes for use by County staff and the Consultants.

1.2 **Community Engagement Strategy.** The Consultants will work with the County's Project Manager to design an effective community engagement program for obtaining informed public input for the updated Zoning and Subdivision Ordinances before initiating the formal preparation. public hearing. and adoption process. This task may involve meetings with County staff. County Counsel. decision-makers. commissions. committees. and the public. as a conclusion to the initial work on the updated Zoning and Subdivision Ordinances. We will work with the County's Project Manager to define the complete scope of the public outreach but suggest that the following components be the starting point for public input:

1.2.1 **Stakeholder Interviews.** We will facilitate up to 16 meetings or interviews over a two-day period with individuals and groups (e.g.. builders. developers. real estate brokers. civil engineers. architects. business and property owners. elected and appointed officials. and residents). as well as key County staff. identified by the County's Project Manager as key stakeholders who can identify issues relative to the County's development regulation and review process. Upon completion of the Stakeholder Interviews. the Consultants will prepare a Stakeholder Summary Report highlighting the results of the interviews and next steps of the Project.

1.2.2 **Community Workshops.** The Consultants will facilitate up to two community workshops with stakeholders. special interest groups. and community members. The community workshops will provide a platform for community members to evaluate. review. and discuss the updated Draft Zoning and Subdivision Ordinances. Consultants will assist County staff in facilitating the workshops.

1.2.3 **County Commissions and Committees.** The Consultants will facilitate a joint study session with interested County Commissions and Committees (i.e.. Agricultural Advisory Committee. Community Planning Advisory Committees. Historic Sites and Records Preservation Commission. Surface Mining Technical Advisory Committee). Consultations with commission and committee members are considered key components in the development review process. since their roles consist of providing regulatory recommendations on development proposals. The purpose of this task is for the commission and committee members to evaluate. review. and discuss the updated Draft Zoning and Subdivision Ordinances. Consultants will assist County staff in facilitating the Commission and Committee study session.

1.2.4 **Planning Commission and Board of Supervisors Study Sessions.** The Consultants will facilitate two joint Planning Commission/Board of Supervisors study sessions.

The first joint study session for the Commission and Board would be scheduled at the kick-off of the project prior to Task 1.4 (Summary Matrix of Zoning and Subdivision Ordinance Issues). allowing Commission and Board members an opportunity to comment on the areas of the Zoning and Subdivision Ordinances that they feel should be updated as part of this process. The Consultants will make a detailed presentation. including preparation of a PowerPoint highlighting update goals. schedule. community engagement activities. and project milestones.

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The second joint study session is for the Commission and Board to review in detail the updated Draft Zoning and Subdivision Ordinances. The Consultants will make a detailed presentation. including preparation of a PowerPoint Presentation. of the major changes to the Ordinances. the reason for the changes. and how the updated Ordinances will be administered. This study session is intended to be a "roll-up-the-sleeves" work session designed to prepare the Commission and Board for public hearings.

Any, or all, of the above listed workshops, study sessions, meetings, or interviews are available to the County; the final choices are up to the County's Project Manager. The Consultants will attend additional meetings on a time-and-materials basis. Any of these interviews and meetings could take place in the evenings or on the weekend if that would provide a more relaxed working session for the participants.

1.3 **Diagnostic Document Review.** The Consultants will thoroughly review all County documents relevant to the updated Zoning and Subdivision Ordinance project. including the 2006 General Plan. 2014-2019 Housing Element. and other community plans (i.e.. Cathey's Valley) and Town plans (i.e.. Fish Camp. Wawona) within the County.

1.4 **Summary Matrix of Zoning and Subdivision Ordinance Issues.** The Consultants will prepare an initial Summary Matrix of Zoning and Subdivision Ordinance Issues. The Matrix will identify General Plan. Housing Element. and County Town Plans driven changes. the likely solutions and revisions. and where the solutions/revisions will be addressed in the Ordinance preparation process. The Consultants will use the Matrix to track revisions to the Zoning and Subdivision Ordinances and assist in the preparation of a staff report when adopting the Ordinances.

1.5 **Draft Zoning and Subdivision Ordinance Format, Outline, and Style Guide.** Based on direction from County staff in Task 1.1. as well as feedback received from the Stakeholder Interviews (Task 1.2). the Consultants will finalize an annotated Zoning and Subdivision Ordinances outline/table of contents. style sheet. list of common terms to use and not to use. and sample chapter format to illustrate the recommended format and style of the Ordinances. which we will design to maximize document organization and readability. resulting in truly "user-friendly" updated documents. (See an example table of contents and style sheet in with a list of common terms in the Appendix.) We will also prepare a Style Guide that will establish uniform use of words and phrases in the Ordinances (e.g.. Board instead of Board of Supervisors. avoiding use of "should").

PRODUCTS:

- *Refined scope of work (including a refined budget and project schedule) and expanded "fix-it" list*
- *Community Engagement Strategy (digital version, Word/PDF)*
- *Stakeholder Summary Report (digital version, Word/PDF)*
- *Summary Matrix of Zoning and Subdivision Ordinances Issues (digital version, Excel/PDF)*
- *Zoning and Subdivision Ordinances Format, Outline, and Style Guide*

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Phase 2 – Zoning Ordinance

The Consultants will prepare the updated Zoning Ordinance. including Subtitle 17.300 (Town of Mariposa) in three components: 1) Zoning District Provisions. 2) General Development and Specific Use Standards. 3) Administrative Provisions. This will make it easier for County staff to review the Draft Zoning Ordinance and give timely feedback when presented in phases. The Consultants recommend preparation and delivery of an Administrative Draft Zoning Ordinance in several segments. rather than in a single deliverable. Our experience indicates that it is easier for County staff to give timely feedback and review of the Draft Zoning Ordinance when presented in segments. The order and content of the segments can be modified as desired by County staff. As an alternative. if County staff prefers. we can prepare a complete Administrative Draft Zoning Ordinance prior to County review.

Tasks:

2.1 **Zoning District Provisions.** The Consultants will draft the Chapters of the updated Zoning Ordinance containing regulations applicable to specific residential. commercial. industrial. mixed-use and miscellaneous/combining zoning districts. and any new districts (i.e.. dam inundation overlay district). As part of this task. the Consultants will review the land use designations to ensure consistency with the 2006 General Plan. 2014-2019 Housing Element. and implementation of community plans and Town Plan policies.

- **A description of each zoning district**. including a General Plan driven "purpose" statement and an overview of the land uses allowed within each district.
- **A land use classification system** that clearly identifies uses allowed in each zoning district with an emphasis on allowing as many by-right uses as is reasonably appropriate. The classification system organized in tables will employ up-to-date terminology and an appropriate combination of specific and generic land use types.
- **Development standards** for each zoning district (e.g.. building envelope standards. height limitations. setback requirements. floor area and site coverage requirements) organized in tables and graphically illustrated.

The Consultants will submit the Administrative Draft to County staff for review and comment. County staff will provide comments in a single set of consolidated comments in Microsoft Word "track-changes." The Consultants will facilitate a series of meetings or conference calls to review and discuss staff comments on the Administrative Draft. Following these discussions. we will prepare the Preliminary Draft.

2.1 **General Development and Specific Use Standards.** The Consultants will draft the chapters of the updated Zoning Ordinance that contain regulations that apply in multiple zoning districts and overlay/combining districts. and regulations for specific land uses. At a minimum. these chapters will address the following topics:

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- **General site planning and development standards** that could apply to a variety of land uses regardless of the applicable zoning district. Additionally. these standards will address. as appropriate. site access requirements. fences. hedges. walls. and screening; noise regulations. outdoor lighting standards in compliance with recommendations from the International Dark Sky Association; performance standards. solid waste and recyclable storage standards; and undergrounding utilities.
- **Affordable housing requirements in compliance with state-mandared standards,** including supportive housing. transitional housing. and employee housing; inclusionary housing. density bonus provisions; single-room occupancy (SRO) provisions. standards for large residential care facilities. and related incentives.
- **Landscape standards,** including water efficient standards. specific requirements for preliminary and final landscape plan submittal and review. tree preservation and protection. and the inclusion of flood and drainage channels into landscape plans.
- **Airport Overlay Zone,** including development standards. uses. airspace protection. and airport noise from the Mariposa Airport. Specific revisions for review and approval of projects within the Mariposa Airport Land Use Planning Area will be part of Administrative Draft Provisions.
- **Off-street parking, loading, and bicycle standards**. including contemporary parking and loading numbers. space. and design requirements; pedestrian circulation requirements; blended parking requirements; and bicycle and motorcycle parking.
- **Sign regulations** that provide clear standards for signs by zoning district and by sign type. We will consider all types of allowable/desired signs for inclusion in the sign provisions. including temporary signs. We will review and update procedures for sign review to make the process more understandable and easily administered. including provisions for dealing with nonconforming signs. We will provide extensive. illustrative graphics to clarify sign requirements. We will ensure that the sign provisions comply with content neutrality requirements. Consultation with County Counsel is desirable.
- **Standards for specific uses** will include and address specific land uses as deemed appropriate by the County. including among other topics. accessory dwelling units; accessory retail uses; adult-oriented businesses; alcohol-related uses (i.e.. liquor sales. breweries. taprooms. wineries); small-scale alternative energy; childcare facilities; cottage food facilities; emergency shelters; entertainment and recreation uses. including wedding venues; home occupations; mixed-use developments; mobile food vendors; mobile homes; multifamily housing; outdoor and personal storage; recycling facilities; residential accessory uses and structures; recreation and resort uses; temporary uses; vehicle-oriented uses; and wireless telecommunications. including small-cell.
- **Environmental performance-based standards** as determined by County staff to be appropriate.

The Consultants will submit the Administrative Draft to County staff for review and comment. County staff will provide comments in a single set of consolidated comments in

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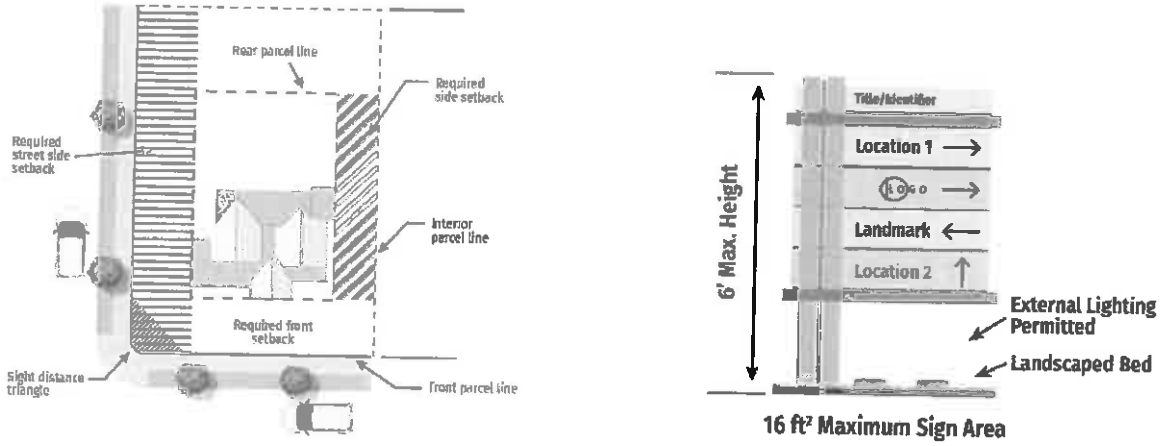
Microsoft Word "track-changes." The Consultants will facilitate a series of meetings or conference calls to review and discuss staff comments on the Administrative Draft. Following these discussions. we will prepare the Preliminary Draft.



Example Zoning Ordinance graphics: Site standards and sign standards

2.3 **Administrative Provisions.** The Consultants will draft the chapters of the updated Zoning Ordinance that contain administrative and development application filing and processing procedures. At a minimum. these chapters will address the following topics:

- **Purpose and adoption of the Zoning Ordinance,** applicability. responsibility and administrative authority. interpretation procedures. and provisions. addressing applications deemed complete. not yet decided. that may be affected by the adoption of. and future amendments to the Zoning Ordinance.
- **Definition of roles** of each project review authority. including the Planning Director. the Zoning Administrator. the Planning Commission. the Board of Supervisors. and all other applicable entities.
- **Procedures for discretionary permits,** conditional and administrative use permits. design review/historic review. home-based occupations. reasonable accommodations. site plan review. temporary uses. transportation demand management plans. variances. and other project review procedures. appeals. public hearings. nonconforming use and structure provisions. and amendments. development agreements. and specific plans.
- **Enforcement provisions,** including. but not limited to. legal remedies. procedural requirements. cost recovery related to enforcement actions. and property owner/violator rights and appeal procedures.
- **Definitions** of technical terms and phrases. including abbreviations. and land uses.

The Consultants will submit the Administrative Draft to County staff for review and comment. County staff will provide comments in a single set of consolidated comments in Microsoft Word "track-changes." The Consultants will facilitate a series of meetings or conference calls to review and discuss staff comments on the Administrative Draft. Following these discussions. we will prepare the Preliminary Draft.

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2.4 **Preliminary Draft Zoning Ordinance.** The Consultants will revise the Administrative Draft Zoning Ordinance based on County staff direction and prepare the remaining parts of the Preliminary Draft Zoning Ordinance. including a detailed table of contents. graphics. and illustrations. Graphics will be incorporated throughout the Ordinance where they may assist users in visualizing the meaning and applicability of development standards. There will be no limit on the number of graphics provided.

2.5 **Public Review Draft Zoning Ordinance.** The Consultants will prepare the Public Review Draft Zoning Ordinance based on County staff direction.

PRODUCTS: *Administrative Draft Zoning Ordinance, submitted in individual articles (digital version, Word)*
Preliminary Draft Zoning Ordinance (complete) (digital version, Word)
Public Review Draft Zoning Ordinance (complete) (digital version, Word)

Phase 3 – Subdivision Ordinance

The Consultants will prepare an updated Subdivision Ordinance that at a minimum will establish a mechanism/procedure for minimum density subdivisions. require adequate infrastructure prior to approval. require necessary studies related to water supply. wastewater supply. solar access. and hydrologic hazards. as well as meeting the additional requested items in Task 1.6 of the General Plan Strategic Implementation Work Plan.

Tasks:

3.1 **Administrative Draft Subdivision Ordinance.** The Consultants will update the County's subdivision regulations (Title 16 - Subdivisions) in full compliance with current State Subdivision Map Act requirements. case law. Attorney General opinions. and consistent and integrated with the zoning regulations. The provisions will also reflect the Work Program vision and policies of the General Plan. In addition to any other topics desired by the County. this article will provide:

- Updated procedures for the processing of tentative. parcel. and final maps. certificates of compliance. lot consolidation. lot line adjustments. mergers. and public improvements.
- All provisions required by the Subdivision Map Act and reference the Map Act wherever appropriate. The appropriate degree of referencing versus codifying applicable portions of the Map Act will be reviewed with County staff before preparation of this material.
- Effective references to related zoning and other applicable development regulations that must be considered in subdivision design.
- Street and parkway design standards for small-lot single-family development.
- Standards for condominium. townhouse. and other types of subdivided residential and nonresidential projects and conversions. as determined appropriate by the County.

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The Consultants will submit the Administrative Draft to County staff for review and comment. County staff will provide comments in a single set of consolidated comments in Microsoft Word "track-changes." The Consultants will facilitate a series of meetings or conference calls to review and discuss staff comments on the Administrative Draft. Following these discussions. we will prepare the Preliminary Draft.

3.2 **Preliminary Draft Subdivision Ordinance.** The Consultants will revise the Administrative Draft Subdivision Ordinance based on County staff direction and prepare Preliminary Draft Subdivision Ordinance.

3.3 **Public Review Draft Subdivision Ordinance.** The Consultants will prepare the Public Review Draft Subdivision Ordinance based on County staff direction.

PRODUCTS: *Administrative Draft Subdivision Ordinance (complete) (digital version, Word)*
Preliminary Draft Subdivision Ordinance (complete) (digital version, Word)
Public Review Draft Subdivision Ordinance (complete) (digital version, Word)

Phase 4 – Revised Public Review Draft Zoning and Subdivision Ordinances and Zoning Map

Tasks:

4.1 **Revised Public Review Draft Zoning and Subdivision Ordinances.** The Consultants will prepare a complete Revised Public Review Draft Zoning and Subdivision Ordinances and forward an electronic copy to County staff for distribution and use during the public hearing and adoption phase.

4.2 **Updated Zoning Map.** The Consultants assume County staff will be responsible for updating the County Zoning Map. We will assist County staff as necessary with interpreting the necessary changes to the map.

PRODUCT: *Revised Public Review Draft Zoning and Subdivision Ordinances (digital version, Word)*

Phase 5 – CEQA Compliance

The Consultants will conduct an environmental review of the Revised Public Review Draft Zoning and Subdivision Ordinances and updated Zoning Map consistent with the requirements of CEQA. The Consultants will prepare a technical memorandum supporting a finding of consistency of the updated Zoning and Subdivision Ordinances and Zoning Map with the 2006 General Plan Program EIR. If the County determines an Addendum to the EIR is required. we will discuss the additional cost for this work.

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Task 6– Public Review and Adoption

Tasks:

6.1 **Planning Commission Public Hearing.** The Consultants will attend and participate in one public hearing with the Planning Commission to review the Revised Public Review Draft Zoning and Subdivision Ordinances. If desired by the County. the Consultants will attend additional meetings on a time-and-materials basis. Based on the Planning Commission recommendation. the Consultant will prepare an errata sheet describing Planning Commission-recommended changes for consideration by the Board of Supervisors.

6.2 **Board of Supervisors Public Hearing.** The Consultants will attend and participate in one public hearing with the Board of Supervisors to consider the Planning Commission recommendations and adoption of the Revised Public Review Draft Zoning and Subdivision Ordinances. If desired by the County. the Consultants will attend additional meetings on a time-and-materials basis.

6.3 **Screen Check Final Zoning and Subdivision Ordinances.** After adoption of the Revised Public Review Draft Zoning and Subdivision Ordinances and before its effective date. the Consultant will prepare a final version. incorporating all changes made by the Board of Supervisors. The Consultants will provide a screen check version so that County staff can verify that the document accurately incorporates all changes approved by the Board during their adoption process.

6.4 **Final Zoning and Subdivision Ordinances.** The Consultants will prepare the final Zoning and Subdivision Ordinances for delivery to the County for codification and publication. The Consultants will provide a reproducible camera-ready copy of the adopted document and an electronic copy in Microsoft Word software. Graphics will be provided in both reproducible hard copy form and in electronic form.

PRODUCTS: *Screencheck Final Zoning and Subdivision Ordinances (complete) (digital version, Word)*
Final Zoning and Subdivision Ordinances (complete) (digital version, Word/PDF)

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PROJECT BUDGET

Zoning and Subdivision Ordinance Updates can vary widely in requirements for County staff and Consultant time and costs. The level of effort reflected in our time and cost. estimates what is required for a Comprehensive Update to both the Zoning and Subdivision Ordinances. Based on reviewing the Request of Proposals. we understand that the County currently has $75.000 allocated for this fiscal year through June 2019. with the possibility of additional funding in the next fiscal cycle.

Our cost estimate reflects our recent experience with projects of similar scope and complexity. If appropriate. we will meet with staff to discuss our assumptions for each task and subtask. and make sure staff is comfortable with our budget estimates. We also suggest the budget include a 10 percent contingency for unanticipated costs.

SB-2 Funding

To fully provide the County with the requested Scope of Work listed in Task 1.5 and 1.6 of the General Plan Strategic Implementation Work Plan. we propose assisting the County in submitting an application for SB-2 Funding to offset a majority of the remaining cost of the update. SB-2 funding has a maximum reward of $125.000 for small localities with less than 60.000 in population. The combined potential funds from SB-2. in conjunction with the already allocated $75.000 and potential additional County funding in the next fiscal cycle will be adequate to complete a comprehensive update of both ordinances.

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Placeholder for Budget

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PROJECT SCHEDULE

Based on the scope of work outlined above. we propose to complete an Administrative Draft of the Zoning District Provisions (Task 2.1) by June 30. 2019. (end of FY 2018-2019). We anticipate with additional funding and the potential of SB-2 funds to complete the Public Review Draft of the updated Zoning and Subdivision Ordinances (Task 2.2-6.4) within approximately 9-12 months starting FY-2019-2020. Our experience with other similar projects suggests that the critical path in meeting this schedule is the time required by County staff to review the Administrative and Preliminary Draft Zoning and Subdivision Ordinances in order to provide direction to the Consultants for any desired changes.

Adoption of the updated regulations and the preparation of final documents are dependent upon the scheduling and completion of community workshops and Planning Commission and Board of Supervisors study sessions and hearings. We can discuss the County expectations and more specific milestones and related delivery dates during project initiation and completion of Task 1.1 (Kick-Off Meeting. Scoping Meeting. and County Tour).

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PERSONNEL AND QUALIFICATIONS

Description of Consultant Team

We propose to assist Mariposa County in preparing the updated Zoning and Subdivision Ordinances with the team of Mintier Harnish and Jacobson & Wack. The two firms have collaborated on several zoning code projects over the last decade and are currently working together on zoning code updates for the cities of Gilroy. Folsom. and Santa Clara and counties of Merced. Sierra. and Fresno.

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Mintier Harnish is a Sacramento-based planning consulting firm specializing in development. land use. regulatory. and environmental issues. The firm's clients include public agencies. development companies. and law firms. Mintier Harnish has been involved in approximately 50 comprehensive general plan updates. over 70 housing element updates. and a dozen comprehensive zoning ordinance updates.

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661-213-4100 (office) 213-4111 (fax)
jwplans@bak.rr.com

The partnership of Jacobson & Wack is a specialized firm providing planning consulting services exclusively to California cities and counties since 1980. Mr. Jacobson and Mr. Wack represent approximately 60 years of collective local planning experience in the public sector and in private consulting practice. Jacobson & Wack specializes in the implementation of community planning programs through the preparation of development codes. zoning codes. subdivision ordinances. local coastal programs. and rezoning studies and related programs. Jacobson & Wack has worked on over 120 development codes. zoning ordinances. subdivision ordinances. and design guidelines.

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

Advantages of Our Team

We believe that our team offers Mariposa County an ideal combination of background and expertise for preparing all components of the updated Zoning and Subdivision Ordinances. Our extensive knowledge and experience will ensure that all documents produced will not only be of high technical quality. but are also designed to be "user-friendly." clear. practical. understandable. and easily administered and updated. All team members have strong reputations for producing timely. high-quality work. We believe that our team offers the following advantages:

Zoning and Subdivision Ordinance Experience and Innovation. Significant experience with the drafting and adoption of zoning and subdivision ordinances. development codes. and other types of development regulations and associated public participation efforts. **The City of San Bernardino Development Code, completed by Jacobson & Wack, received a national award from the American Planning Association (APA), and team members have also received numerous awards from the California Chapter of the APA.** These demonstrate our ability to create solutions to zoning and planning problems that are both innovative and practical.

Unparalleled Understanding of Planning Processes. Extensive "hands on" experience with all levels of zoning and subdivision ordinance administration. ranging from answering zoning inquiries at the "front counter." to the processing of land use permit applications and preparation of staff reports. to division and department management. We have personally drafted zoning. subdivision. grading. and building ordinances. and then been responsible for the administration and enforcement of those regulations. We understand the wide array of day-to-day issues County staff must address in ordinance administration. and the needs of the public for timely. accurate responses to their questions.

Besides our past experience. our work in zoning and subdivision ordinance administration is ongoing for several public agency clients. Therefore. our ordinance drafting reflects hands-on experience and understanding of current needs and trends within planning and community development departments and is not simply an academic or theoretical exercise based on working with ordinances at some point in the past.

Leaders in Public Outreach. We have decades of experience with successful public participation and outreach programs. including public workshops. focus group meetings. one-on-one interviews. and use of publicity and noticing materials of all types. Our team has conducted hundreds of highly productive stakeholder interviews. facilitated countless community workshops. and worked with staff. planning commission. and boards of supervisors throughout California. We understand the many needs and purposes of an effective outreach program. including open communication. education. input. and validation.

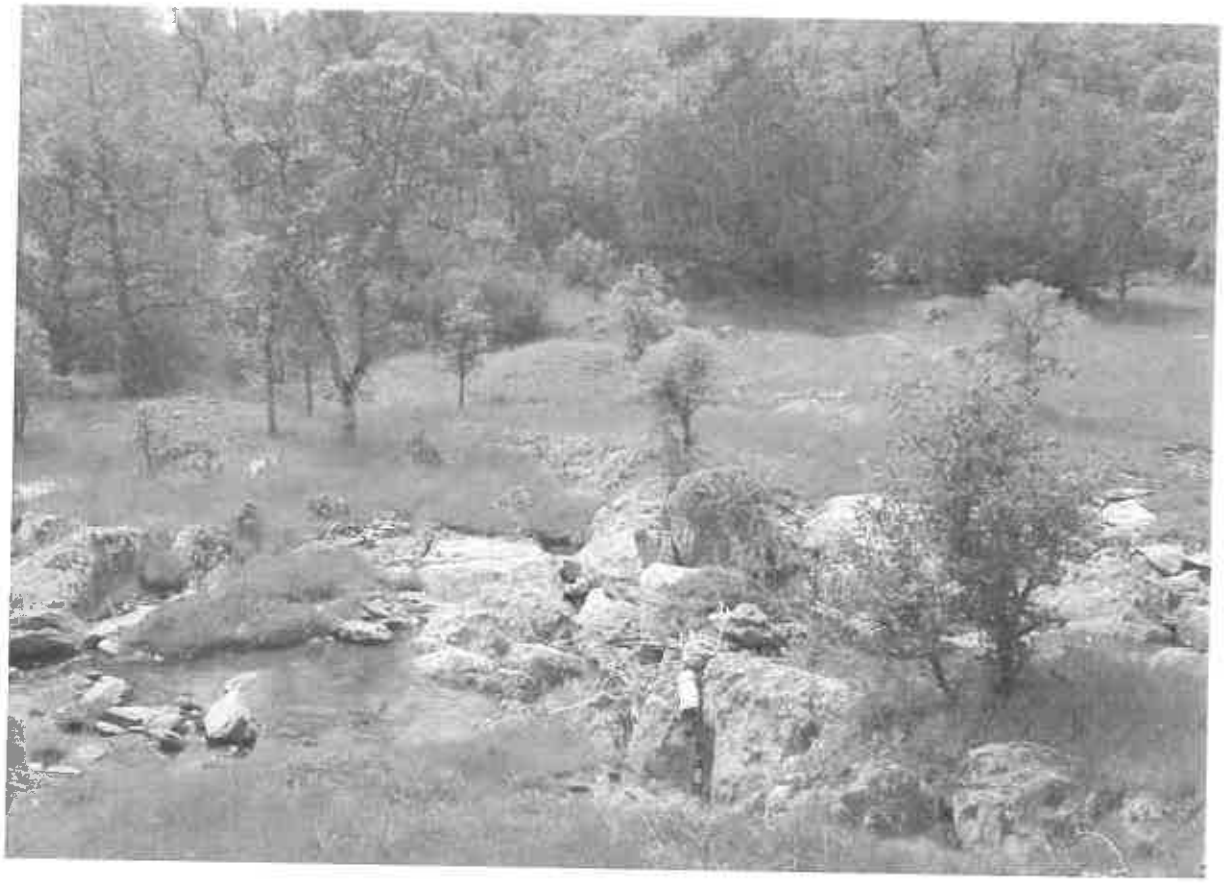
Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

4

Effective Working Relationships. Our established, effective working relationships as a consultant team, developed from numerous projects, enable us to provide efficient and cost-effective services. We have been working as a team on zoning and subdivision ordinances for over 15 years. We also value our working relationships with our municipal clients and have a long list of very satisfied clients.

5

Principal Involvement. Our Principals are actively involved in every project. We believe that to provide our clients with the highest-quality service, the most experienced people in our firms cannot just be figureheads, but must play key roles in carrying out the work. This includes involvement in every aspect of the zoning and subdivision ordinances update, including closely reviewing sections of the ordinances, participating in regular check-in calls with staff, and attending meetings. Our emphasis on Principals ensures that our products reflect the most extensive experience and informed analyses.



Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

Consultant Team Member Profiles

Jim Harnish, JD, Principal

Jim Harnish has been a planner since 1970. He is also an attorney with extensive experience in regulatory and environmental compliance. He has managed large organizations for both public agencies and private consulting firms. He is familiar with every aspect of the local government planning process and regulatory environment. Jim has been the Planning Director for the cities of Galt. Folsom. and South San Francisco.

Jim has a wide range of professional skills. He is very effective interacting with staff. elected officials. and large groups of people. He has extensive experience in public outreach and consensus building. He relates well to a broad spectrum of people and has an understanding of competing community interests. making him an effective problem solver.

Jim has prepared zoning ordinance revisions or updates for the cities of Folsom. Gilroy. Roseville. Santa Clara. Santa Rosa; the counties of Fresno. Merced. Kern. Sierra; and the Mountain House New Town in San Joaquin County.

Jim's most recent planning projects include general plan updates for the cities of Gilroy. Merced. Millbrae. Hayward. Sacramento. and Windsor; the counties of Merced and San Joaquin. Mr. Harnish holds a Juris Doctor from McGeorge School of Law (University of the Pacific) and a BA in History from UC Davis.

Bruce Jacobson, AICP, Principal

Principal with Jacobson & Wack. Bruce Jacobson is a land use planner and administrator with over 30 years of planning experience. With Jacobson & Wack he has worked on over 120 zoning ordinances. subdivision ordinances. development codes. and design guidelines. Earlier planning positions include Deputy Planning Director for San Luis Obispo County. Principal Planner/Deputy Planning Director for Ventura County. and Planning Director for the City of Santa Paula.

Bruce offers a wide range of professional skills. He is very effective interacting with staff. appointed and elected officials. and large groups of people. He has extensive experience in public outreach and consensus building.

His work on the **City of San Bernardino Development Code** was recognized with a national award for outstanding planning from the American Planning Association. The APA award selection jury cited the Code's easy to use format. graphics. and straightforward (non-legalese) language as major attributes contributing to the "user-friendly" nature of the Code. The San Bernardino Development Code combined zoning. subdivision. design guidelines. and hillside preservation standards into one comprehensive. internally integrated document. Additionally. his work on the **City of Livermore Development Code** was recognized with the 2011 Driehaus Form-Based Code Award for outstanding form-based codes from the Form-Based Code Institute. The Driehaus award selection jury cited the Code for the following attributes: this is a valuable model of how to code a medium sized town with existing walkable and sprawl neighborhoods; the

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

code is focused on providing a complete form-based regulation for higher density residential areas that are. or have the potential to be. walkable and will provide a successful model for other areas within the City; and the document is organized to incorporate a form-based code into a larger development code overhaul so that the sprawl areas of the City remain under Euclidean zoning while the form-based code is designed for walkable areas of the City and designed to expand to all walkable areas. as the City is ready. Bruce holds a Bachelor's Degree in City and Regional Planning from California Polytechnic State University (Cal Poly). San Luis Obispo.

Brent Gibbons, AICP, Project Manager

Brent Gibbons will be the day-to-day Project Manager for the updated Zoning and Subdivision Ordinances. Brent has been a planner in both the public and private sectors. He specializes in zoning code interpretation and preparation. urban design. site design. community engagement. land use planning. public policy. and geographic information systems. Prior to working with Mintier Harnish. Brent served as a Planner for both Madera County and the City of Turlock. His experience includes permit processing. formation of community/area plans. and project management. as well as. zoning ordinance development. Brent also had the opportunity to serve on several committees pertaining to the drought and well water demand in the Central Valley. as well as community park planning and design in conjunction with public health agencies.

Brent is currently the Project Manager for five comprehensive zoning code updates for the counties of Merced and Sierra, and the cities of Gilroy, Santa Clara, and Folsom. Brent has extensive experience in zoning, having been tasked with drafting ordinances and interpreting the code during his service in the public sector. Brent's comprehensive understanding of zoning codes from both sides of the planning spectrum has proven beneficial during the formation of zoning code updates for counties and communities. Brent holds a Bachelor's Degree in City and Regional Planning from California Polytechnic State University (Cal Poly), San Luis Obispo.

Amy Yang, Associate

Amy Yang is an Associate Planner who specializes in community development. scenario planning. community engagement. community health planning and health care accessibility. as well as geographic information systems. Amy performs GIS analysis for a variety of projects. specifically to ensure compliance with SB 375. Amy has been integral to analysis of land use alternatives and development of the Policy Document for the Union City General Plan Update. Amy has also carried out disadvantaged communities analyses for projects in compliance with SB 1000. Prior to working at Mintier Harnish. Amy was based in New York City. working on health care access. waterfront access. public space activation. and community engagement. Amy holds a Master's Degree in Urban Planning and a Master's Degree in Public Health from Columbia University in the City of New York. Amy was received ha Bachelor's Degree in Music with a Minor in Medical Anthropology from the University of Michigan-Ann Arbor.

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

Ryan Lester, Planner

Ryan Lester is a planner with an eye for design. A skilled user of industry-standard graphic design software. Ryan specializes in preparing accessible. user-friendly materials that present planning concepts to the public in concise. easy-to-understand. and engaging ways. Beyond research and writing. he designs branding. builds project websites. creates informative zoning and ordinance code graphics. produces digestible engagement materials and infographics. In five years with Mintier Harnish. Ryan has worked on a variety of projects including General Plans for the cities of Folsom. Kerman. Millbrae. Rohnert Park. Sacramento. and Union City. the Towns of Los Gatos. Truckee. and Windsor. and Fresno and Ventura Counties. Ryan has also worked on zoning codes for the City of Santa Clara and Merced County.

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

Relevant Experience

Members of our consulting team have individually. and together. ***prepared over 130 zoning and development codes, subdivision ordinances, design guidelines documents, and related regulations***. both as consultants and as prior city and county staff. This extensive body of work includes the following projects. some of which are works in progress:

Coastal Zoning Code. City of Arcata
Coastal Zoning Code. City of Fort Bragg
Coastal Zoning Code. City of Malibu
Coastal Zoning Code. City of Pismo Beach
Coastal Zoning Code. Marin County
Design Guidelines. City of Brea
Design Guidelines. City of Pismo Beach
Design Guidelines. City of South Pasadena
Design Guidelines. City of Stockton
Design Guidelines. Old Town Design Plan. City of Desert Hot Springs
Design Guidelines as part of the following Development Codes. where noted:
Development Code (zoning/subdivision). City of Arcadia
Development Code (zoning/subdivision). City of Arcata
Development Code (zoning/subdivision). Calaveras County
Development Code (zoning/subdivision/design). City of Chico
Development Code (zoning/subdivision/design). City of Clovis
Development Code (zoning/subdivision/design). City of Diamond Bar
Development Code (zoning/subdivision/design). City of Duarte
Development Code (zoning/subdivision/design). City of East Palo Alto
Development Code (zoning/subdivision/design/grading/NPDES). City of Fort Bragg
Development Code (zoning/subdivision). City of Hollister
Development Code (zoning/subdivision/design). City of La Puente
Development Code (zoning/subdivision/design). City of Livermore
Development Code (zoning/subdivision/design). City of Lodi
Development Code (zoning/subdivision/coastal). Marin County
Development Code (zoning/subdivision/design). City of Murrieta
Development Code (zoning/subdivision). City of Norwalk
Development Code (zoning/subdivision/design). City of Pomona
Development Code (zoning). City of San Jacinto
Development Code (zoning/subdivision/design). City of Simi Valley
Development Code (zoning/subdivision/design). City of Sonoma
Development Code (zoning/subdivision). City of Stockton
Development Code (zoning/subdivision/design). City of San Bernardino
Development Code (zoning/subdivision). San Bernardino County
Development Code (zoning/subdivision/coastal). Sonoma County
Development Code (zoning/subdivision/design). Town of Truckee
Grading Code. City of Fort Bragg
Land Use Code. City of Cotati
Sign Code. City of Pasadena
Sign ordinances with all the above development codes. and the zoning ordinances below:
Subdivision Code. Calaveras County
Subdivision Code. City of Cotati
Subdivision Code. City of Gustine
Subdivision Code. City of Malibu

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

Subdivision Code. City of South Pasadena
Subdivision ordinances as part of all of the above development codes"
Zoning Map. City of Culver City
Zoning Map. City of South Pasadena
Zoning Map. Town of Loomis
Zoning Map. Town of Windsor
Zoning Code. City of Brea
Zoning Code. City of Brentwood
Zoning Code. City of Campbell
Zoning Code. City of Carpinteria
Zoning Code. City of Culver City
Zoning Code. City of Desert Hot Springs
Zoning Code. City of Fillmore
Zoning Code. City of Folsom
Zoning Code. City of Gilroy
Zoning Code. City of Gustine
Zoning Code. City of Huntington Park
Zoning Code. City of Lodi
Zoning Code. City of Lompoc
Zoning Code. City of Malibu
Zoning Code. City of Mountain View
Zoning Code. City of Novato
Zoning Code. City of Ojai
Zoning Code. City of Oxnard
Zoning Code. City of Pasadena
Zoning Code. City of Pismo Beach
Zoning Code. City of Rancho Mirage
Zoning Code. City of San Ramon
Zoning Code. City of Santa Clara
Zoning Code. City of Santa Rosa
Zoning Code. City of Seaside
Zoning Code. City of South Pasadena
Zoning Code. City of Tustin
Zoning Code. City of West Hollywood
Zoning Code. Lake Havasu City. Arizona
Zoning Code. Fresno County
Zoning Code. Merced County
Zoning Code. Los Angeles County
Zoning Code. Santa Barbara County
Zoning Code. Sierra County
Zoning Code. Solano County
Zoning Code. Town of Loomis
Zoning Code. Town of Windsor

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

Selected References

The following are references from a small number of our many projects. We strongly encourage contacting our past and current clients regarding our ability to complete our projects and tasks in a timely manner. with high quality and accuracy. and within the approved budget. We have never required a budget adjustment for a zoning project unless additional work products. clearly beyond the scope of the original work plan. were requested by the client. The following are relevant examples of our zoning projects.

City of Arcadia Development Code – Prepared a comprehensive Development Code to implement the City's new General Plan.

Contact: Lisa L. Flores. Planning Services Manager
City of Arcadia
(626) 574-5445

City of Clovis Development Code – Prepared a comprehensive Development Code to implement the City's new General Plan.

Contact: Dwight Kroll. Director
City of Clovis
(559) 324-2343

City of Gilroy Zoning Ordinance Update – Our team is currently preparing a comprehensive update of the City's Zoning Ordinance.

Contact: Stan Ketchum. Senior Planner
City of Gilroy
(408) 846-0566

City of Santa Clara Zoning Code Update – Our team is currently preparing a comprehensive update of the City's Zoning Code.

Contact: John Davidson. Principal Planner
City of Santa Clara
(408) 615-2478

City of San Bernardino Development Code – Prepared a comprehensive Development Code. incorporating zoning. subdivision. and citywide design guidelines into an integrated. easy-to-use document. Hillside development and ridgeline protection were among the many issues addressed. **Recipient of National APA Outstanding Planning Award for Plan Implementation, 1992.**

Contact: Valerie Ross. Planning Director (Retired)
City San Bernardino
(909) 384-5057

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

County of Merced Zoning Code – Preparing a comprehensive update to the Zoning Code in conjunction with the update of the General Plan with a Spring 2019 completion date.

Contact: Steve Maxey. Deputy Director of Planning
Planning Division
Planning and Community Development Department
(209) 385-7654

County of Sierra Zoning Code – Preparing a comprehensive update to the Zoning Code in conjunction with update of General Plan.

Contact: Tim Beals. Director of Planning and Transportation
Sierra County
(530) 289-3251

We invite you to visit codes and related planning regulations we have prepared at the following links:

City of Fort Bragg – Development Code

http://ci.fort-bragg.ca.us/cityclerk/Title%2018.html

City of Grass Valley – Development Code

http://www.cityofgrassvalley.com/services/departments/cdd/DEVELOPMENTCODE/DevCode2012_red.pdf

City of Livermore – Development Code

http://www.codepublishing.com/CA/Livermore.html

Newport Beach – Zoning Code

http://www.codepublishing.com/CA/NewportBeach/?NewportBeach20/NewportBeach20.html

City of Pasadena – Zoning Code

http://ww2.cityofpasadena.net/zoning/index.html

City of San Bernardino – Development Code

http://www.ci.san-bernardino.ca.us/cityhall/community_development/development_code.asp

County of San Bernardino – Development Code

http://www.amlegal.com/nxt/gateway.dll/California/sanbernardinocounty_ca/sanbernardinocountycaliforniacodeofordin?f=templates$fn=default.htm$3.0$vid=amlegal:sanbernardinocounty_ca

County of Santa Barbara – Land Use Development Code

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

http://www.sbcountyplanning.org/pdf/forms/LUDC/County%20LUDC%20December%202011%20Updated%20April%202012.pdf

City of Santa Rosa – Zoning Code

http://qcode.us/codes/santarosa/

City of Seaside – Zoning Ordinance

http://www.ci.seaside.ca.us/Modules/ShowDocument.aspx?documentid=2566

City of Simi Valley – Development Code

http://library.municode.com/HTML/16629/level1/TIT9DECOSIVAMUCO.html

City of Sonoma – Development Code

http://www.sonomacity.org/uploads/Planning/Development_Code.pdf

City of Stockton – Development Code

http://qcode.us/codes/stockton/view.php?topic=16&frames=on

Town of Truckee – Development Code

http://www.townoftruckee.com/index.aspx?page=125

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

APPENDIX A - DETAILED PERSONNEL RESUMES

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

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Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

Exhibit B

"Project Cost Estimate",
dated February 28, 2019

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

EXHIBIT B

MARIPOSA COUNTY ZONING AND SUBDIVISION ORDINANCE UPDATE PHASES	FY 18/19	FY 19/20	FY 20/21
Phase 1: Project Initiation			
Task 1.1: Kick-Off Meeting, Scoping Meeting, and County Tour	$4.840		
Task 1.2: Community Engagement Strategy	$1.920		
Subtask 1.2.1: Stakeholder Interviews	$9.680		
Subtask 1.2.2: Community Workshops	$5.760	$5.760	
Subtask 1.2.3: County Commissions and Committees	$7.260		
Subtask 1.2.4: Planning Commission and Board of Supervisors Study Session	$4.840		
Task 1.3: Diagnostic Document Review	$7.040		
Task 1.4: Summary Matrix of Zoning and Subdivision Ordinance Issues	$4.950		
Task 1.5: Draft Zoning and Subdivision Ordinance Format, Outline, and Style Guide	$2.630		
Subtotal	$48.920	$5 ¯60	
Phase 2: Zoning Ordinance			
Task 2.1: Zoning District Provisions*	$16.800	$16.800	
Task 2.2: General Development and Specific Use Standards		$32.520	
Task 2.3: Administrative Provisions		$31.320	
Task 2.4: Preliminary Draft Zoning Ordinance		$7.980	
Task 2.5: Public Review Draft Zoning Ordinance		$5.590	
Subtotal	$16.800	$94.210	
Phase 3: Subdivision Ordinance			
Task 3.1: Administrative Draft Subdivision Ordinance		$19.240	
Task 3.2: Preliminary Draft Subdivision Ordinance		$1.940	
Task 3.3: Public Review Draft Subdivision Ordinance		$1.540	
Subtotal		$22.720	
Phase 4: Revised Public Review Draft Zoning and Subdivision Ordinance and Zoning Map			
Task 4.1: Revised Public Review Draft Zoning and Subdivision Ordinance			$4.010
Task 4.2: Updated Zoning Map			$880
Subtotal			$4.890
Phase 5: CEQA Compliance			
Task 5.1: CEQA Addendum			$3.160
Subtotal			$3.160
Phase 6: Public Review and Adoption			
Task 6.1: Planning Commission Public Hearing			$4.840
Task 6.2: Board of Supervisors Public Hearing			$4.840
Task 6.3: Screencheck Final Zoning and Subdivision Ordinance			$1.020
Task 6.4: Final Zoning and Subdivision Ordinance			$2.500
Subtotal			$13.200
Phases Subtotal	$65 ¯20	$122.690	$21.250
Project Management			
Subtotal	$3.900	$ ¯.800	$ ¯.800
Direct Expenses (e.g., printing, travel,)	$5.000	$3.000	$2.000
TOTAL COST	$74.620	$133.490	$31.050
TOTAL COST		$239,160	
CONTINGENCY		$23.916	
For FY 18/19, the Consultants will prepare an Administrative Draft of Article 2 (Task 2.1). Preliminary and Public Review Draft of Article 2 will be part of FY 19/20.			
COST BREAKDOWN FOR CONSULTANT TEAM			
Mintier Harnish	$52.120	$69.990	$24.450
Jacobson & Wack	$22.500	$63.500	$6.600
TOTAL COST	$74.620	$133.490	$31.050

Attachment: Resolution 2019-161 Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier Harnish)

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2019-325

MEETING: June 11, 2019

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: First Amendment - Agreement with Mintier Harnish

RECOMMENDATION AND JUSTIFICATION:
Approve the First Amendment to an Agreement with Mintier Harnish, to Include Enforcement and Nuisance Abatement Provisions (Title 1); and Authorize the Board of Supervisors Chair to Sign the Amendment.

The firm Mintier Harnish Planning Consultants is currently under contract to prepare updates to Mariposa County's Zoning and Subdivision Ordinances (Titles 16 and 17), to implement the Mariposa County General Plan.

Based on limitations of the County's current code compliance provisions, the County is interested in pursuing code amendments to provide more effective, efficient and less costly administrative enforcement procedures. Currently, County Code provides only for penalty assessment through legal action enforced by the courts. This amendment will provide the ability for staff to assess and enforce administrative penalties. Current code also permits multiple appeals that lead to lengthy procedures and an inability to enforce corrective action for extended time periods.

These administrative enforcement procedures will be included in Title 1, General Provisions, and are not included in the current contract. Mintier Harnish is experienced with the preparation of administrative enforcement procedures, and qualified to do this work.

This amendment will not change the contractor's compensation for the current fiscal year; services performed shall not exceed the current funded amount of $75,000.

This amendment will add work to the current fiscal year's services, and move one task (Task 2.1) to Fiscal Year 19/20 work.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 26, 2019: Resolution No. 2019-161, Agreement with Mintier Harnish Planning Consultants for County of Mariposa Zoning and Subdivision Ordinance Update

Attachment: Resolution 2019-325 First Amendment to Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier

Resolution - Action Requested 2019-325

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve amendment. Mintier Harnish would not prepare Enforcement and Nuisance Abatement provisions.

FINANCIAL IMPACT:
None for current FY. Change is for scope of work only.

ATTACHMENTS:
MCZSO-First-Amendment-MintierHarnish-2019-05-29 (signed) (PDF)

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

Attachment: Resolution 2019-325 First Amendment to Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier

RES. NO. 19-325

FIRST AMENDMENT TO
AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE, TO INCLUDE ENFORCEMENT AND NUISANCE ABATEMENT PROVISIONS (TITLE 1)

THIS FIRST AMENDMENT TO AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE is made and entered into this 11th day of June, 2019, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Mintier Harnish Planning Consultants, hereinafter referred to as "**Contractor.**"

WHEREAS, County and **Contractor** have heretofore entered into an Agreement dated the 26th day of March 2019 ("**Agreement**"), wherein **Contractor** agreed to provide professional planning consultant services to prepare updates to Mariposa County's Zoning and Subdivision Ordinances; and

WHEREAS, County and **Contractor** desire to amend said **Agreement** to change the work scope to be provided by **Contractor** and budget to be provided to **Contractor** (in future fiscal years), to include enforcement and nuisance abatement provisions in Title 1, County Code.

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

1. **Agreement,** Paragraph 2, "SERVICES", is hereby amended to include supplemental work as described in Exhibit A.1 (attached).

2. **Agreement,** Paragraph 3, "COMPENSATION" shall not be amended for the FY 18/19; the **Contractor** services performed during FY 18/19 shall not exceed the current funded amount of $75,000. Exhibit B, referenced in Paragraph 3, is amended to: a) include the Enforcement and Abatement Provisions Budget Estimate as described in Exhibit B.1 (attached) and b), move Phase 2, Task 2.1 from the FY 18/19 column to the FY 19/20 column.

3. Costs for this amendment shall be covered by the "Contingency", as shown in the Project Management section of **Agreement**, Exhibit B.

4. Except as herein amended, the agreement dated the 26th day of March 2019 shall remain in full force and effect.

Attachment: Resolution 2019-325 First Amendment to Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier

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

COUNTY OF MARIPOSA:

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR:

Jim Harnish, JD, Principal/Owner
Mintier Harnish Planning Consultants

ATTEST:

René LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Resolution 2019-325 First Amendment to Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier

Attachment: Resolution 2019-325 First Amendment to Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier

Exhibit A.1

Mariposa County Zoning and Subdivision Ordinances Update
Supplemental Work Scope and Budget
Enforcement and Nuisance Abatement Provisions (Title 1)

County staff have requested that the Mintier Harnish team (which includes Jacobson & Wack) assist with revising the enforcement and nuisance abatement provisions in the County Code (Title 1) to include more effective administrative enforcement procedures. Currently, the County Code provides only for penalty assessment through legal action enforced by the courts. The County is seeking to include the ability for staff to assess and enforce administrative penalties. The Code also permits multiple appeals that lead to lengthy procedures and an inability to enforce corrective action for extended time periods. The County has prepared three separate drafts of new enforcement and nuisance abatement provisions, (one prepared by outside legal counsel) but is not fully satisfied with any of those drafts.

Work scope

Task 1: Review Existing Documents. Mintier Harnish will review the three staff draft enforcement and nuisance abatement provisions and County Code Chapter 1.20 (General Penalty). Based on that review and our understanding of County staff concerns about the three drafts and expectations for new enforcement and nuisance abatement provisions, we will prepare an outline and summary of new code enforcement provisions. We will submit this outline to County staff for review and concurrence with our approach. If needed, we will facilitate one or more conference calls with County staff to reach consensus on our approach.

Task 2: Prepare Administrative Draft Enforcement and Nuisance Abatement Provisions. Mintier Harnish will prepare revisions to the County Code Title 1 – General Provisions, to include administrative enforcement and nuisance abatement provisions. We will also address, as necessary, Subdivisions Enforcement and Penalties (Chapter 16.32) and Zoning Enforcement (Chapter 17. 144) to ensure consistency and proper cross referencing to Title 1. We will revisit these chapters as a part of the comprehensive update of Titles 16 and 17. The new provisions will provide for clear, effective administrative enforcement procedures, nuisance abatement, assessment of administrative fines, correction of violations, and appeal procedures. Mintier Harnish will submit an Administrative Draft of the revised provisions for County staff review.

Task 3: Public Review Draft Enforcement and Nuisance Abatement Provisions. Following County staff review and any required conference call(s), Mintier Harnish will prepare the Public Review Draft Enforcement and Nuisance Abatement Provisions. County staff will be responsible for facilitating the public review and adoption of the new provisions.

Schedule

Task 1: Approach outline completed two weeks following authorization to proceed. Assume two weeks for staff review and team discussion. Total time: **four weeks.**

Task 2: Administrative Draft provisions completed four weeks following staff approval of approach. Assume four weeks for staff review and team discussion. Total time: **eight weeks.**

Task 3: Public Review Draft provisions completed in **two weeks.**

Exhibit B.1

Enforcement and Abatement Provisions **Budget Estimate**				
TASK	**HARNISH**	**GIBBONS**	**JACOBSON**	**COST**
1. Document Review	8	2	8	$3,540
2. Administrative Draft	8	6	16	$5,820
3. Public Review Draft	4	4	4	$2,280
Total Hours	20	12	28	
Hourly rate	$200	$170	$200	
Total Cost	**$4,000**	**$2,040**	**$5,600**	**$11,640**

Attachment: Resolution 2019-325 First Amendment to Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2019-455

MEETING: August 6, 2019

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Second Amendment - Agreement with Mintier Harnish

RECOMMENDATION AND JUSTIFICATION:
Approve second amendment to agreement with Mintier Harnish to establish compensation for Fiscal Year (FY) 2019-2020; and authorize the Board of Supervisors Chair to sign the amendment.

The firm Mintier Harnish Planning Consultants is currently under contract with Mariposa County to prepare updates to Mariposa County's Development Codes (for Zoning and Subdivisions) to implement the Mariposa County General Plan and to include administrative enforcement procedures in Title 1.

Because this contract work would occur in more than one fiscal year, the original contract was structured so that costs for each fiscal year would be brought back to the Board of Supervisors on an annual basis. This ensures availability of funds for continued work on the project.

Compensation for the original agreement for FY 18-19 was $75,000. Not all budgeted funds were used.

This amendment establishes funds for FY 19-20 at $160,000. These funds were included in the approved budget for Planning.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

March 26, 2019: Resolution No. 2019-161, Agreement with Mintier Harnish Planning Consultants for County of Mariposa Zoning and Subdivision Ordinance Update.

June 11, 2019: Resolution No. 2019-325, First Amendment with Mintier Harnish Planning Consultants to include administrative enforcement procedures in Title 1 within scope of work.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve amendment; continued work on contract will not occur.

FINANCIAL IMPACT:

Attachment: Resolution 2019-455 Second Amendment to Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with

Resolution - Action Requested 2019-455

None for current FY. Funds were budgeted and approved.

ATTACHMENTS:
MintierHarnish-Mariposa-ZSO-Amendment#2-2019-07-29(signed) (PDF)
MCZSO Resolution 2019-161 Agreement Mintier Harnish_2019 03 26 (PDF)
MCZSO Resolution 2019-325 First Amendment Agreement_Mintier Harnish 2019 06 11 (PDF)

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

Attachment: Resolution 2019-455 Second Amendment to Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with

SECOND AMENDMENT TO AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE

THIS SECOND AMENDMENT TO AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE is made and entered into this 6th day of August, 2019, to be retroactively effective on the 1st day of July, 2019, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Mintier Harnish Planning Consultants, hereinafter referred to as "**Contractor.**"

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated the 26th day of March 2019 ("**Agreement**"), wherein **Contractor** agreed to provide professional planning consultant services to prepare updates to Mariposa County's Zoning and Subdivision Ordinances; and

WHEREAS, on the 11th day of June, 2019, **County** and **Contractor** amended said **Agreement** to change the work scope to be provided by **Contractor** and budget to be provided to **Contractor**, to include enforcement and nuisance abatement provisions in Title 1, County Code; this was titled "First Amendment to Agreement for Zoning and Subdivision Ordinances Update"; and

WHEREAS, County and Contractor desire to amend said **Agreement** to identify the Compensation for the County's Fiscal Year (FY) 2019-2020 (July 1, 2019 – June 30, 2020).

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

1. **Agreement,** Paragraph 3, "COMPENSATION". **Contractor** services performed during County FY 19/20 (July 1, 2019 – June 30, 2020) shall not exceed the current funded amount of $160,000 (hereinafter referred to as "ZO/SO Update Funding Two"). Pursuant to the Scope of Work (as contained in Exhibit A of Agreement), ZO/SO Update Funding Two covers the Phases(s), Tasks(s), and level of effort as described in Exhibit B for FY 19/20 as well as any uncompleted Phase(s), Task(s), and level of effort as described in Exhibit B for FY 18/19, including the supplemental work as described in the First Amendment to Agreement.

Attachment: Resolution 2019-455 Second Amendment to Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with

Except as herein amended, the Agreement dated the 26th day of March 2019 and the First Amendment dated the 11th day of June, 2019 shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Miles Menetrey, Chair
Board of Supervisors

CONTRACTOR:

Jim Harnish, JD, Principal/Owner
Mintier Harnish Planning Consultants

ATTEST:

René LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Resolution 2019-455 Second Amendment to Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with

MARIPOSA PLANNING

COUNTY OF MARIPOSA
5100 BULLION STREET • POST OFFICE BOX 2039
MARIPOSA, CALIFORNIA 95338–2039
209 . 966 . 5151 • FAX 209 . 742 . 5024

Sarah Williams, Director
swilliams@mariposacounty.org
Carol Suggs, Executive Assistant
csuggs@mariposacounty.ord

MEMORANDUM

Date: 8/11/20

To: Theda

From: Carol

Topic: Origional signed amendment with Board of Supervisors action

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For your records.

Attachment: Resolution 2020-477 Third Amendment to Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED 2020-477

MEETING: August 4, 2020

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: Third Amendment - Agreement with Mintier Harnish

RECOMMENDATION AND JUSTIFICATION:
Approve third amendment to the agreement with Mintier Harnish to establish compensation for Fiscal Year (FY) 2020-2021; and authorize the Board of Supervisors Chair to sign the amendment.

The firm Mintier Harnish Planning Consultants is currently under contract with Mariposa County to prepare updates to Mariposa County's Development Codes (for Zoning and Subdivisions) to implement the Mariposa County General Plan.

Because this contract work would occur in more than one fiscal year, the original contract was structured so that costs for each fiscal year would be brought back to the Board of Supervisors on an annual basis. This ensures availability of funds for continued work on the project.

Allocated compensation for the original agreement for FY 2018-2019 was $75,000. Not all budgeted funds were used.

Allocated compensation for the second amendment for FY 2019-2020 was $160,000. Not all budgeted funds were used.

This amendment establishes funds for FY 2020-2021 at $120,000 which is 75% of the prior FY's agreement. This amount has been included in the adjusted requested Planning Department's Budget for Fiscal Year 2020-2021.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
March 26, 2019: Resolution No. 2019-161, Agreement with Mintier Harnish Planning Consultants for County of Mariposa Zoning and Subdivision Ordinance Update.

June 11, 2019: Resolution No. 2019-325, First Amendment with Mintier Harnish Planning Consultants to include administrative enforcement procedures in Title 1 within scope of work.

Attachment: Resolution 2020-477 Third Amendment to Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier

Resolution - Action Requested 2020-477

August 6, 2019: Resolution No. 2019-455. Second Amendment with Mintier Harnish Planning Consultants to establish compensation for FY 2019-2020 work.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve amendment; continued work on contract will not occur.

FINANCIAL IMPACT:
None for current FY. Funds were budgeted and approved by CAO.

ATTACHMENTS:
MCZSO Resolution 2019-161 Agreement Mintier Harnish_2019 03 26 (PDF)
MCZSO Resolution 2019-325 First Amendment Agreement_Mintier Harnish 2019 06 11 (PDF)
MCZSO Resolution 2019-455 Second Amendment Mintier_ Harnish (PDF)
MCZSO DRAFT Third Amendment Mintier Harnish for Funding for FY 20-21 (PDF)

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 2020-477 Third Amendment to Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier

THIRD AMENDMENT TO AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE

THIS THIRD AMENDMENT TO AGREEMENT FOR ZONING AND SUBDIVISION ORDINANCES UPDATE is made and entered into this 4th day of August 2020, to be retroactively effective on the 1st day of July 2020, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**County,**" and Mintier Harnish Planning Consultants, hereinafter referred to as "**Contractor.**"

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated the 26th day of March 2019 ("**Agreement**"), wherein **Contractor** agreed to provide professional planning consultant services to prepare updates to Mariposa County's Zoning and Subdivision Ordinances; and

WHEREAS, on the 11th day of June 2019, **County** and **Contractor** amended said **Agreement** to change the work scope to be provided by **Contractor** and budget to be provided to **Contractor**, to include enforcement and nuisance abatement provisions in Title 1, County Code; this was titled "First Amendment to Agreement for Zoning and Subdivision Ordinances Update"; and

WHEREAS, on the 6th day of August 2019 (retroactively applicable to the 1st day of July 2019), **County** and **Contractor** amended said **Agreement** to identify the Compensation for the County's Fiscal Year (FY) 2019-2020 (July 1, 2019 – June 30, 2020); this was titled "Second Amendment to Agreement for Zoning and Subdivision Ordinance Update"; and

WHEREAS, County and Contractor desire to again amend said **Agreement** to identify the Compensation for the County's Fiscal Year (FY) 2020-2021 (July 1, 2020 – June 30, 2021).

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

1. **Agreement,** Paragraph 3, "COMPENSATION". **Contractor** services performed during County FY 2020-2021 (July 1, 2020 – June 30, 2021) shall not exceed the current funded amount of $120,000 (hereinafter referred to as "ZO/SO Update Funding Three"). Pursuant to the Scope of Work (as contained in Exhibit A of Agreement), ZO/SO Update Funding Three covers the Phases(s), Tasks(s), and level of effort as described in Exhibit B for FY 2020-2021 as well as any uncompleted Phase(s),

Attachment: Resolution 2020-477 Third Amendment to Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier

Task(s), and level of effort as described in Exhibit B for FY 2018-2019 and FY 2019-2020, including the supplemental work as described in the First Amendment to Agreement.

Except as herein amended, the Agreement dated the 26th day of March 2019, the First Amendment dated the 11th day of June 2019, and the Second Amendment dated the 6th day of August 2019, shall remain in full force and effect.

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

COUNTY OF MARIPOSA:

Kevin Cann, Chair
Board of Supervisors

CONTRACTOR:

Jim Harnish, JD, Principal/Owner
Mintier Harnish Planning Consultants

ATTEST:

René LaRoche
Clerk of the Board

APPROVED AS TO FORM:

Steven W. Dahlem
County Counsel

Attachment: Resolution 2020-477 Third Amendment to Agreement Mintier Harnish (RES-2021-441 : Fourth Amendment - Agreement with Mintier

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-442

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Mike Healy,

RE: Approve Budget Action Allocating LRSP Grant Funds to Roads Maintenance ($72,000)

RECOMMENDATION AND JUSTIFICATION:
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).

This budget action is requested in conjunction with the approved Program Supplemental Agreement for LRSPL-5940(138). The LRSP grant funds are being provided by the Department of Transportation.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On April 6, 2021 The Board approved Resolution LTC2021-10 authorizing the LTC Chair to sign the Grant agreement with Caltrans.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Negative action would disallow allocating the Roads Maintenance budget from receiving the grant funds thus, would either preclude going forward with the project or require the Roads budget to absorb the cost of the project.

FINANCIAL IMPACT:
This grant adds to the General Fund

ATTACHMENTS:
Budget Action - FY21-22 Fund 3300-LRSP Grant (PDF)

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

REF ID# 11941

BUDGET ACTION FORM

FUND	DEPT/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3300	300	45256	Grant Revenue		($72,000)	
3300	300	60301	Professional Services		$72,000	
TRANSFER BETWEEN FUNDS						
				TOTALS	$0	$0

ACTION REQUESTED: (Check all that apply)

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

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

JUSTIFICATION: LRSP Grant

DEPT HEAD SIGNATURE DATE:

APPROVED BY RES NO. CLERK DATE

300 Roads

AUDITOR'S USE ONLY
BA#

Budget Action Form Revised 11/95

Attachment: Budget Action - FY21-22 Fund 3300-LRSP Grant (RES-2021-442 : Approve Budget Action Allocating LRSP Grant Funds to Roads

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-443

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Mike Healy,

RE: Approve an Encroachment Fee Waiver and Facility Use Waiver for National Night Out

---

RECOMMENDATION AND JUSTIFICATION:
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.

The event coordinator (CHP) will use the Courthouse Lawn and will be closing 9th and 10th Streets from Bullion to Jones Streets from 5:30 pm to 8:30 pm. The Agency will have various booths to reach out to the local community. This event will provide a great opportunity to bring law enforcement and residents together under positive circumstances.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
National Night Out is a community-police awareness- raising event in the United States, held nationwide the first Tuesday of August.
The Board has approved this event in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the fees could be a financial burden for the coordinators.

ATTACHMENTS:
Letter from CHP 21 (PDF)
National Night Out CHP Ins 21 (PDF)
Encroachment Permit 21 (PDF)

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

REF ID# 11996

Gary Brown

From: Chance, Matthew@CHP <MChance@chp.ca.gov>
Sent: Friday, July 02, 2021 4:27 PM
To: Gary Brown
Subject: National Night Out

Good morning Gary,

I would like to inform you of an event the California Highway Patrol will be hosting, August 3, 2021 from 6 pm to 8 pm, at the Mariposa Courthouse lawn. It is a community outreach event is called National Night Out and is designed to build and strengthen relationships between First Responders and Social Services and members of the community. The Sheriff department will be participating and fire department will be participating. I do not anticipate more than 250 in attendance, at any one time. I have sent the encroachment permit and have been informed if less than 250 in attendance the assemblage permit is not required. I am working on getting the insurance certificate also.

Officer Chance
Mariposa CHP
209-966-3656

Attachment: Letter from CHP 21 (RES-2021-443 : Approve an Encroachment Fee Waiver and Facility Use Waiver for National Night Out)

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Governor Gavin Newsom

July 01, 2021

STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2021 / JUNE 30, 2022

To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and- Insurance-Management-Services-List-Folder/File-a-Government-Claim.

The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: https://www.dgs.ca.gov/ORIM/Services/Page-Content/Office-of-Risk-and-Insurance- Management-Services-List-Folder/File-a-Government-Claim.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

Christopher Carroll
Associate Risk Analyst
Insurance Services Unit
Phone: (916) 376-5279
Fax: (916) 376-5275
christopher.carroll@dgs.ca.gov

To request updated letter of self-insurance, please submit to riskmanagement@dgs.ca.gov

Attachment: National Night Out CHP Ins 21 (RES-2021-443 : Approve an Encroachment Fee Waiver and Facility Use Waiver for National Night

MARIPOSA COUNTY PUBLIC WORKS
APPLICATION FOR ENCROACHMENT PERMIT

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

DATE: 6-2-21

BUILDING PERMIT: _____
(If applicable)

APPLICANT: FOR "NATIONAL NIGHT OUT"

THE UNDERSIGNED HEREBY APPLIES FOR PERMISSION TO EXCAVATE, CONSTRUCT, AND/OR OTHERWISE ENCROACH ON A COUNTY RIGHT-OF-WAY ON 9TH & 10TH ROAD AND AGREES TO DO THE WORK IN ACCORDANCE WITH COUNTY RULES AND REGULATIONS AND SUBJECT TO COUNTY INSPECTION AND APPROVAL, BY PERFORMING THE FOLLOWING WORK: (PLEASE FILL IN ALL BLANKS THAT APPLY)

1. ____DRIVEWAY
____ROAD CROSSING
____WATER PIPE, CULVERT, ETC.
____LDA ROAD

2. ____NEW BUILDING/HOME
3. ____REMODEL EXISTING
4. ____NEW MAILBOX
5. XX OTHER (EXPLAIN BELOW)

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

9TH AND 10TH TO BE CLOSED FROM BULLION TO JONES

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

NO WORK TO BE DONE REQUESTING CLOSURE FOR COMMUNITY EVENT 8-3-2021 FROM 1730 TO 2030 HOURS.

5. ASSESSOR'S PARCEL NUMBER: ____-____-____
6. ADDRESS OF PARCEL: _____

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

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

PERMIT NUMBER: _____
(Issued Once Fee * is Paid)
DATE ISSUED: _____
* The fee may be paid by check
Made payable to: County of Mariposa
Or you may call (209) 966-5356 with
Credit Card Information

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

MATTHEW CHANCE
OWNER'S NAME (Please Print)

SIGNATURE OF OWNER/APPLICANT **

PO BOX 217
OWNER'S MAILING ADDRESS

MARIPOSA 95338
CITY ZIP

209-966-3656 MCHANCE@CHP.CA.GOV
PHONE NUMBER EMAIL ADDRESS

Attachment: Encroachment Permit 21 (RES-2021-443 : Approve an Encroachment Fee Waiver and Facility Use Waiver for National Night Out)

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-444

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Mike Healy,

RE: Decline the Option to Purchase Hangars 37 at the Mariposa/Yosemite Airport

---

RECOMMENDATION AND JUSTIFICATION:
Decline the Option to Purchase Hangars 37 at the Mariposa/Yosemite Airport and Allow the Owner to Sell the Hangar privately.

Steve Woods is the owner of Hangar 37 at the Mariposa/Yosemite Airport. Mr. Woods wishes to sell his interest in Hangars 37. In accordance with the terms of the ground lease agreement, the County has first option to purchase the hangar at the offered price of $22,000.

Sales between private parties of hangers are still subject to monthly land lease rent payments to the County.

Staff recommendation on this matter is to decline the option to purchase the hangar.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors has considered other requests in the past and where there is no public benefit declined the option to purchase.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board could choose to purchase Hangar 37, a funding source for the purchase would need to be identified.

FINANCIAL IMPACT:
There is no financial impact to the County.

ATTACHMENTS:
Steve Woods Hangar sale #37 (PDF)

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

REF ID# 11998

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

July 06, 2021

Hello,

My name is Steve Woods and I am the owner of Hangar #37 and the Mariposa County Airport. I am writing this notice to Public Works in order to inform you that I will be selling my Hangar. At the County's request, this notice is to give the County the "first right of refusal" to purchase said Hangar. The offering price is $22,000.00.

Time is of the essence on your decision to accept or decline the offer.

I thank you for your time and attention to this notice.

My contact information is as follows:

Steve Woods
5209 Montana Del Oro Drive
Mariposa, CA. 95338
Home: 209-966-3321
Cellular: 626-840-6682
Email: woods.design@yahoo.com

Thank you again,

Steven W. Woods

Attachment: Steve Woods Hangar sale #37 (RES-2021-444 : Decline the Option to Purchase Hangars 37 at the Mariposa/Yosemite Airport)

MARIPOSA COUNTY

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

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Rene LaRoche, Clerk of the Board

RE: Handouts from Public Comment Portion of the December 15, 2020 Meeting

---

Handouts from the Public Comment on Non-Agenda Items Portion of the July 27, 2021 Meeting:

Flyer received from Kari Kisela regarding Caltrans Presentation to be held on August 6, 2021.

ATTACHMENTS:
Caltrans Flyer from Kari Kisella (PDF)

RESULT: INFORMATION RECEIVED

Caltrans

Q&A

ROAD RESTORATION & CROSSWALK PROJECT

Friday August 6th 8:30am

5100 Bullion St at the Board of Supervisors Chambers

Please join us on Friday Aug 6th at 8:30 for a Q&A with Cal Trans. We will be discussing the impact of the project and what this means for our Downtown.

Joining us from Cal Trans will be:

- **Sam Sherman, Project Manager**
- **Paul Elliott, Construction Engineer**
- **Bob Highfill, Public Information Officer**

For more information you may contact ; kari@mariposachamber.org

Caltrans

MARIPOSA COUNTY CHAMBER OF COMMERCE

Attachment: Caltrans Flyer from Kari Kisella (12159 : Handouts from Public Comment Portion of the December 15, 2020 Meeting)

MARIPOSA COUNTY

Public Works · 209 966 5356

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Mike Healy,

RE: Unmet Transportation Needs Hearing for FY 20/21 - Continued

---

RECOMMENDED ACTION AND JUSTIFICATION:
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.

After being Granted a Continuance of the Public Hearing Public Works and HHSA staff investigated further into the possibility of unmet needs in the Coulterville Area for medical appointments. After further investigation it was determined by staff that all Medical Transportation needs are being met by HHSA through their Medical Transportaion (Medi-Trans) Service. Therefore, the action requested of the Local Transportation Commission (LTC) is A) There Are No New Unmet Needs.

Since November of 2019 Health and Human Services Agency has expanded the availability of Medical Transportation (Medi-Trans) throughout the county. Medi-Trans is a non-acute medical transportation service that enhances the well-being of Mariposa County residents.

Adequate access to transportation remains a concern throughout the county, especially in areas furthest from the town center. Health and Human Services Agency along with Public Works Transportation Planning Division are currently working with a consultant to update the Short Range Transit Plan. This 5-year plan will focus on addressing known unmet needs by improving access, reliability, and public outreach.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The LTC annually conducts a public hearing pursuant to Section 99238.5 of the Transportation Development Act (TDA) to determine if there are any transit needs within the community that are not being met, but that are reasonable to meet. If there are such needs that are reasonable to meet, the County must fund those prior to

Local Transportation Commission 2021-23

releasing funds for street and roads purposes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Without a finding regarding unmet transit needs within the County, the LTC is barred from allocating Transportation Development Act funds for streets and roads.

The hearing may be continued to request further information from staff or investigate any additional "unmet need" that is presented at the public hearing.

FINANCIAL IMPACT:
Funding transfers from the Local Transportation Fund to various budgets are included in the Requested FY 20/21 budget.

ATTACHMENTS:
Flowchart (PDF)
Definition of Terms (PDF)
Resolution Unmet Needs 2020-21 Rev 7-2-21 (PDF)
PUBLIC INPUT from Patricia Feight for LTC Unmet Transportation Needs Hearing (PDF)
Input Received from Mike Healy after the Board meeting (PDF)

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

UNMET NEEDS FLOWCHART

IS THIS REQUEST AN UNMET NEED?

1. Is it essential? and,
2. Are the users transit dependent?, and,
3. Is there no other available means of transportation?

YES — **NO**

IS THE REQUEST REASONABLE TO MEET -- CAN A SERVICE DEVELOPED THAT WILL MEET ALL OF THE FOLLOWING CRITERIA?

1. Can it be proven operationally feasible? and,
2. Will this service demonstrate community acceptance? and,
3. Would the service serve a significant number of the population? and,
4. Can the service be economical? and,
5. Can the service demonstrate cost effectiveness by having a ratio of fare revenue to total operational cost of at least 10 percent? and,
6. Does the service meet the reasonableness criteria adopted by the LTC, of $26 per service hour and $14 per passenger trip?

YES — **NO**

Request is an unmet need that is reasonable to meet, and must be funded using TDA prior to funding streets and roads.

Request is not an unmet need that is reasonable to meet and is not required to be funded.

Definitions of the Terms
"Unmet Transit Needs" and "Reasonable to Meet"

Unmet Transit Needs

Those public transportation services which have not been funded or implemented but have been identified through public input, including the annual unmet transit needs public hearing, transit needs studies or other methods approved by the Commission.

Unmet transit needs specifically include:

- Public transit services not currently provided for persons to who rely on public transit to reach: employment, medical assistance, shop for food or clothing, to obtain social services such as health care, county welfare programs and educational programs.
- Trips requested by the transit dependent or transit disadvantaged persons, for which there is no other available means of transportation. Transit dependent or transit disadvantaged shall include but are not limited to, the elderly, the disabled, youth and persons of limited means.

Reasonable to Meet

The Mariposa County Local Transportation Commission (LTC) has defined an unmet transit need as "reasonable to meet" if the following conditions prevail:

1. New, expanded, or revised transit service, if implemented or funded, would not cause the operator to incur expenditures in excess of the maximum amount of Transportation Development Act (TDA) funds available to the County of Mariposa.
2. The proposed transit service does not duplicate transit services currently provided by either public or private operators.
3. Support exists as demonstrated through the public hearing process or other means of communication for the proposed service.
4. New, expanded, or revised transit service, if implemented or funded, would allow the responsible operator to meet the TDA required rural area farebox and revenue ratio of 10% (or higher percentage as determined by the LTC) for the overall system. In addition, service will be considered reasonable if the projected average cost per ride, by type of service can be provided at a cost no higher than 10% above the average cost per passenger by type of service within Mariposa County for a period no longer than a year.
5. There is supporting data to indicate sufficient ridership potential for the new, expanded, or revised service.
6. The proposed transit service shall have a reasonable expectation of future demand and available funding on a long-term basis to maintain the service.
7. Is needed and would benefit either the general public or the elderly and disabled population as a whole.

Comparing unmet transit needs with the need for streets and roads shall not make the determination of whether an unmet transit need is reasonable to meet.

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION
RESOLUTION NO. 21-

A RESOLUTION REGARDING UNMET NEEDS FOR PUBLIC TRANSPORTATION

WHEREAS, the Local Transportation Commission held a public hearing on July 20, 2021 at 9:00 AM, at which time public input was called for and received; and

WHEREAS, the Mariposa County Social Services Transportation Advisory Council committee members were notified to make recommendations concerning transit programs; and made recommendations that there are unmet needs that are reasonable to meet; and

WHEREAS, this Commission compared the testimony and documentation with the definition of "unmet needs" and "reasonable to meet" previously adopted by this County: and

WHEREAS, pursuant to Section 99401.5 (b) of the Public Utilities Code, the transit dependent and transit disadvantaged throughout the County are reached by agencies represented on the Social Services Transportation Advisory Council; and

WHEREAS, the identifiable groups likely to be transit dependent or transit disadvantaged are continually contacted by the Senior / Community Services Manager through their outreach programs and contact with Social Services; and

WHEREAS, the adequacy of the existing transit services in meeting transit demand and an analysis of potential service improvements has been considered by the County.

NOW, THEREFORE BE, IT RESOLVED by the Mariposa County Local Transportation Commission that there are no new unmet transit needs that are "reasonable to meet."

BE IT FURTHER RESOLVED that previously identified needs will continue to be met with the existing transit services.

PASSED AND ADOPTED by the Mariposa County Transportation Commission this 20th day of July, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
Marshall Long, Chair
Local Transportation Commission

ATTEST:

_____
Rene LaRoche, Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem, County Counsel

Attachment: Resolution Unmet Needs 2020-21 Rev 7-2-21 (LTC-2021-23 : Unmet Transportation Needs Hearing for FY 20/21 - Continued)

Board of Supervisors
Local Transportation Commissions

RE: Unmet Transportation needs- Meeting 7/27/2021

To whom it may concern: July 23,2021

This letter is in regards to the Unmet Transportation needs. After hearing the comments of the last Board of Supervisors Local Transportation Commissions meeting regarding this matter I was deeply concerned. A women spoke up of an incident from several years ago. But yet nothing was mentioned about current needs.

Since the conversion of Transportation and the Health and Human Services Agency in 2019, Transportation has tried to grow to serve the community more, however it has been a slow process. There are many needs that are a concern.

- Most of the vehicles used for Transportation are older and continually have issues and need service. Servicing them in a timely manner is not possible due to Fleet being under staffed.
- Transportation does not have enough vehicles. There is always vehicles that can not be driven. We are in a rural area and high clearance vehicles are needed.
- Transportation is understaffed. They need more drivers. If you have an appointment out of town you have to call a month ahead. When you call to make an appointment half the time you get a recording and they call you back. They only have one person in the office and need more.
- They need a Public Transportation office. They are currently in two separate offices because there is not enough parking at the Health and Human Services Agency. The main office is at the Health and Human Service Agency down stairs in the small receiving area with three desks and five employees with two more to be added and three other drivers at the Senior Center and the vehicles split going back and forth daily.
- Transportation is currently operating a intown transit, a intown route, medical runs and HHSA client appointments and plans on adding other transit options. Clearly more staff and vehicles are needed.
- Transportation should be open at least one day on the weekend.
- Transportation no longer does a shopping trip to Merced. Many seniors used this trip to buy groceries. This route saved money for many seniors that are on a fixed income and should be reinstated.

In closing Transportation has had many challenges over the past couple of years overcoming COVID 19. Our Community deserves a full service Transportation Department. Please give us the tools to take our transportation department to the next level.

Thank you for the opportunity to address the Board regarding this matter.

A concerned Driver of many years that has not seen any significant changes.

Attachment: PUBLIC INPUT from Patricia Feight for LTC Unmet Transportation Needs Hearing (LTC-2021-23 : Unmet Transportation Needs

Rene LaRoche

From: Mike Healy [redacted]
Sent: Wednesday, July 28, 2021 6:36 AM
To: Rene LaRoche; Thomas Sweeney
Subject: Local Transportation Commission, Unmet Needs oard Item

Good morning,

I respectfully request that my name be removed from the Local Transportation Commission Unmet Needs item that passed the commission yesterday. I ask this given that I neither wrote this Board item nor do I agree with the Commission decision that there are no unmet needs that are reasonable to meet. For the record, had I been afforded an opportunity to make a recommendation to the Commission it would have been that there are in fact unmet transit needs that ARE reasonable to meet given that the County has been the recipient of large amounts of unanticipated Federal CARES Act funding specifically for Rural (Non-Medical) Transportation Services plus Public Works was successful in obtaining a grant which purchased a recently delivered new transit bus at no cost to the County.

In my view, North County is a dramatically underserved region when it comes to Public Transit Services and while in the past there may not have been sufficient funding or desire on behalf of the Commission to address this inequity given the infusion of Transit CARES Act Funding awarded to the County, I suggest that this is a perfect time to launch a Pilot Program to address North County Transit inequity and assess transit participation.

I ask that should anyone claim that no inequity exists I would simply refer them to the MariGO page on the County website to view the transit service offerings between North and the other areas of the County. I also suggest that according to County developed Emergency Response planning documents developed using DMV data, North County has the lowest level of per capita personally registered vehicles in the County which further demonstrating the importance of a improved North County public transit services network simply to meet the North County resident basic human needs of attainment of food, clothing and medication.

Surely if we as a County can afford a $1 fare for door to door round trip transit service to the Senior Center for non-North County residents, we should be able to identify resources to insure that North County residents are able to get to the grocery or drug store at a reasonable and affordable fare.

Respectfully Submitted,

Mike Healy

Mariposa, CA

Attachment: Input Received from Mike Healy after the Board meeting (LTC-2021-23 : Unmet Transportation Needs Hearing for FY 20/21 -

MARIPOSA COUNTY

Health and Human Services · (209) 966-2000

RESOLUTION - ACTION REQUESTED 2021-445

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Shannon Gadd, Health and Human Services Agency Director

RE: Agreement with Matson Alarm Company

RECOMMENDATION AND JUSTIFICATION:
Approve a Three-Year Agreement with Matson Alarm Company to Provide Installation of Alarm Equipment and Monitoring Services in an Amount Not to Exceed $2,465.00; and Authorize the Board of Supervisors Chair to Sign the Agreement.

This is an agreement targeted for the Community Health building within the Health and Human Services Agency (**HHSA**). Matson Alarm Company (Matson) will install alarm equipment at designated areas throughout the building. An additional service will include monitoring of location activity by Matson's central station during all hours of the day. Ultimately, HHSA's desired outcome is that Health Services division has optimal capability in maintaining the safety and wellbeing of its staff, clients, and property.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board of Supervisors does not have a prior agreement with Matson Alarm Company for this specific purpose.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
HHSA will be severely compromised in protecting our clients as well as staff that serve our community.

FINANCIAL IMPACT:
There is sufficient funding in the Health and Human Services 401 and 402 Budgets to fund this Agreement. There is no impact to the County General Fund.

ATTACHMENTS:
Matson Alarms Agreement 2021v3 (PDF)

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

REF ID# 12002

AGREEMENT FOR SECURITY SYSTEM SERVICES

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

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on May 1, 2021 and terminate on April 30, 2024 unless extended as provided by this Agreement.

2. SERVICES

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

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $2,465.00. Contractor's rates are listed in Exhibit A. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

Attachment: Matson Alarms Agreement 2021v3 (RES-2021-445 : Agreement with Matson Alarm Company)

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

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

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

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

B. OTHER INSURANCE PROVISIONS

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

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

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

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

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

Attachment: Matson Alarms Agreement 2021v3 (RES-2021-445 : Agreement with Matson Alarm Company)

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

5. HOLD HARMLESS/INDEMNIFICATION

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

6. INDEPENDENT CONTRACTOR

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

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

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

Attachment: Matson Alarms Agreement 2021v3 (RES-2021-445 : Agreement with Matson Alarm Company)

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

8. STATE AND FEDERAL TAXES

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

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

9. AUDITS AND INSPECTIONS

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

10. ASSIGNMENT

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

11. NOTICE

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

CONTRACTOR:
Matson Alarm Company
581 W. Fallbrook Avenue
Fresno, CA 93711

COUNTY:
County of Mariposa
5362 Lemee Lane
P.O. Box 99
Mariposa, CA 95338
Fax: 209 966-8251

Attachment: Matson Alarms Agreement 2021v3 (RES-2021-445 : Agreement with Matson Alarm Company)

12. COMPLIANCE

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

13. PUBLIC RECORDS ACT

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

14. ENTIRE AGREEMENT AND MODIFICATION

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

15. ENFORCEABILITY AND SEVERABILITY

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

16. TERMINATION AND RIGHTS UPON TERMINATION

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

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

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include,

Attachment: Matson Alarms Agreement 2021v3 (RES-2021-445 : Agreement with Matson Alarm Company)

but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

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

18. DISPUTES

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

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

19. CAPTIONS

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

20. NUMBER AND GENDER

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

21. MANDATORY AND PERMISSIVE

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

22. SUCCESSORS AND ASSIGNS

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

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of

Attachment: Matson Alarms Agreement 2021v3 (RES-2021-445 : Agreement with Matson Alarm Company)

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

24. OTHER DOCUMENTS

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

25. CONTROLLING LAW

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

26. AUTHORITY

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

27. NEGOTIATED AGREEMENT

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

28. NO RELIANCE ON REPRESENTATIONS

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

Attachment: Matson Alarms Agreement 2021v3 (RES-2021-445 : Agreement with Matson Alarm Company)

29. WARRANTY

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

30. FUNDING AVAILABILITY

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

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

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

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Marshall Long, Chair Board of Supervisors	Michelle Sales, Sales Administration Manager Matson Alarm Company
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Rene LaRoche Clerk of the Board	Steven W. Dahlem County Counsel

Attachment: Matson Alarms Agreement 2021v3 (RES-2021-445 : Agreement with Matson Alarm Company)

Exhibit A
SCOPE OF WORK AND COST PROPOSAL

Quantity	Description	Price
1	Install Burglar Alarm System - Lease	$1,025.00
1	Lease Monthly Service Contract – Commercial	
1	Control Panel with Dialer and Wireless Receiver	
1	LTE Cellular Communicator for XT Series	
1	Thinline LCD Keypad, White	
1	Wireless High Power Receiver	
1	WiFi Module for XT and XR Panels	
1	40VA Plug In Transformer	
1	Wireless repeater with power supply	
6	2-Button Wireless Hold Up Transmitter (PANIC)	
1	Virtual Keypad App	
1	Central station monitoring and service charges.	$1, 440.00*

*Mariposa County Health and Human Services Agency (HHSA) agrees to pay Contractor $1,440 payable at a rate of $40.00 per month in advance for the monitoring and service of the security system for the term of the agreement commencing on the first day of the month next succeeding the date hereof, and continuing monthly thereafter, and HHSA shall pay the pro-rated share of the monitoring and service charge for the month in which the security system is activated.

Attachment: Matson Alarms Agreement 2021v3 (RES-2021-445 : Agreement with Matson Alarm Company)

MARIPOSA COUNTY

Public Works · 209 966 5356

RESOLUTION - ACTION REQUESTED 2021-446

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Mike Healy,

RE: Conduct Public Hearing: to Place Delinquent User Fees on the FY21-22 Property Tax Roll

---

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

California Government Code Section 25215.4 authorizes the ability for delinquent fees for services charged in Special Districts to be added to the property tax roll for collection. This method of collection has proven to be very successful when previous efforts to collect delinquent fees for services have been exhausted.

All the affected property owners were sent a letter (attached) informing them of the public hearing and the past due amount we plan to add to their property tax bill. The notification gives delinquent property owners the opportunity to pay the amount owed and avoid having it added to the tax roll. Public Works staff prepares a final list of unpaid fees for the Auditor which takes into account any recent payment made by property owners.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
Each year the Board has approved adding delinquent fees to the property tax roll. Resolution 2020-408 authorized delinquencies to be placed on the FY20-21 tax roll.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Alternative: Do not add the delinquent fees to the property tax roll and direct staff to use other collection methods.
Consequence: The risk of not collecting revenue for the districts thereby impacting services and in effect creates a reduction in service levels to other fee paying members of a particular district.

ATTACHMENTS:
FY21-22 Public Notice - Delinquent Fees for FY21-22 Tax Roll (PDF)
FY21-22 Letter to Customers (PDF)
Government Code Section 25215.5(b)(PDF)
FY21-22 Coulterville Users (PDF)

REF ID# 11879

FY21-22 Don Pedro Users (PDF)
FY21-22 Don Pedro Standby (PDF)
FY21-22 Maripopsa Pines Standby (PDF)
FY21-22 Wawona Users (PDF)
FY21-22 Yosemite West Users (PDF)
FY21-22 Yosemite West Standby (PDF)

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

PUBLIC HEARING NOTICE
Delinquent User Fees

On Tuesday, July 27, 2021 at 9:00am (or as soon there after as the matter can be heard) the Mariposa County Board of Supervisors will conduct a public hearing in the Board Chambers of the Government Center at 5100 Bullion Street, Mariposa, California, to hear the Report of Delinquent Fees for the Districts of Coulterville, Don Pedro, Mariposa Pines, Wawona and Yosemite West, and to authorize the addition of delinquent fees to the fiscal year 2021-22 property tax roll for collection.

Any member of the general public may appear at the hearing and be heard or provide written input.

Information on the delinquent fees is available at the Public Works Department at 4639 Ben Hur Road, Mariposa, California.

Mike Healy, Director
Public Works & Transportation

File Folder: Tax Roll
Filename: Public Hearing Notice – Delinquent Fees

Attachment: FY21-22 Public Notice - Delinquent Fees for FY21-22 Tax Roll (RES-2021-446 : Conduct Public Hearing: to Place Delinquent User

Mariposa County
Department of Public Works

Airport – Cemeteries – Engineering – Facilities
Fleet Maintenance – Parks & Rec – Plant Operations
Roads – Solid Waste – Surveyor – Transportation

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

Team, Service, Stewardship

Dear Property Owner:

On Tuesday, July 27, 2021 at 9:00am (or as soon thereafter as the matter can be heard) the Mariposa County Board of Supervisors will conduct a public hearing in the Board Chambers of the Government Center at 5100 Bullion Street, Mariposa, California, to hear the Report of Delinquent Fees for the Districts of Coulterville, Don Pedro, Mariposa Pines, Wawona and Yosemite West, and to authorize the addition of delinquent fees to the appropriate property tax roll for collection.

Attached is a current listing of your account and the past due amount that we intend to place on your property tax bill. If you wish to prevent the past due balance from being added to the tax roll please make payment to Mariposa County for the amount due and mail or bring it to the Public Works Department at 4639 Ben Hur Road, Mariposa, CA 95338 by July 31, 2020.

Any questions pertaining to your account may be directed to Tess Souza at (209) 966-5356.

Sincerely,

Mike Healy, Director
Public Works & Transportation

Attachment: FY21-22 Letter to Customers (RES-2021-446 : Conduct Public Hearing: to Place Delinquent User Fees on the FY21-22 Property Tax

CALIFORNIA CODES
GOVERNMENT CODE
SECTION **25215-25215.7**

25215. Whenever the board determines that the amount of revenue available to a county service area or any of its zones is inadequate to meet the costs of operating and maintaining the services and facilities that the county service area provides, the board may raise revenues pursuant to this article or any other provision of law.

25215.1. The auditor shall allocate to each county service area its share of property tax revenue, if any, pursuant to Chapter 6 (commencing with Section 95) of Part 0.5 of Division 1 of the Revenue and Taxation **Code**.

25215.2. The board may levy special taxes pursuant to Article 3.5 (commencing with Section 50075) of Chapter 1 of Part 1 of Division 1 of Title 5. The special taxes shall be applied uniformly to all taxpayers or all real property within the county service area, except that unimproved property may be taxed at a lower rate than improved property.

25215.3. The board may levy benefit assessments for operations and maintenance consistent with the requirements of Article XIII D of the California Constitution, including, but not limited to, benefit assessments levied pursuant to any of the following:

(a) The Improvement Act of 1911 (Division 7 (commencing with Section 5000) of the Streets and Highways **Code**).

(b) The Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500) of the Streets and Highways **Code**).

(c) The Municipal Improvement Act of 1913 (Division 12 (commencing with Section 10000) of the Streets and Highways **Code**).

(d) The Landscaping and Lighting Assessment Act of 1972 (Part 2 (commencing with Section 22500) of Division 15 of the Streets and Highways **Code**, notwithstanding Section 22501 of the Streets and Highways **Code**).

(e) Any other statutory authorization enacted on or after January 1, 2009.

25215.4. The board may, by resolution or ordinance, do any of the following:

(a) Establish user fees, rates, or other charges, provided that they are not property-related fees and charges, for the services and facilities that are not property related that the county service area provides.

(b) Provide for the collection and enforcement of those user fees, rates, and other charges in the same manner that the county collects and enforces user fees, rates, and charges for the services and facilities that the county provides.

Attachment: Government Code Section 25215.5(b) (RES-2021-446 : Conduct Public Hearing: to Place Delinquent User Fees on the FY21-22

25215.5. The board may, by resolution or ordinance, do any of the following:

(a) Impose property-related fees and charges for the property-related services that the county service area provides, subject to the requirements of Article XIII D of the California Constitution. If new, increased, or extended property-related fees and charges are proposed, the board shall comply with Section 53755.

(b) Provide for the collection and enforcement of those property-related fees and charges in the same manner that the county collects and enforces property-related fees and charges for the property-related services that the county provides, including, but not limited to, Article 4 (commencing with Section 5470) of Chapter 6 of Part 3 of Division 5 of the Health and Safety **Code.**

25215.6. (a) The board may charge standby charges for water, sewer, or water and sewer services pursuant to the Uniform Standby Charge Procedures Act (Chapter 12.4 (commencing with Section 54984) of Part 1 of Division 2 of Title 5).

(b) If the procedures set forth in the former Section 25210.77b as it read at the time a standby charge was established were followed, the board may, by resolution, continue to collect the charge in successive years at the same rate from the parcels within the county service area to which water or sewers are made available for any purpose by the county service area, whether the water or sewers are actually used or not. If new, increased, or extended assessments are proposed, the board shall comply with the notice, protest, and hearing procedures in Section 53753.

25215.7. Whenever a person installs any facilities including, but not limited to, facilities for sewer or water service, and the board determines that it is necessary that those facilities be constructed so that they can be used for the benefit of property within a county service area other than the property of the person installing the facilities, and the facilities are dedicated to the public or become the property of the county or the county service area, the board may by contract agree to reimburse that person for the cost of the installation of those facilities. This contract may provide that the board may collect a reasonable fee or charge from any person using those facilities for the benefit of property not owned by the person who installed the facilities.

Attachment: Government Code Section 25215.5(b) (RES-2021-446 : Conduct Public Hearing: to Place Delinquent User Fees on the FY21-22

SPECIAL DISTRICTS ASSESSMENTS - TAX YEAR 2021

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	COULTERVILLE DELINQUENT USER FEES	ACCOUNT NO.	AMOUNT COLLECTED
002-010-017-0	$1,120.00	$2.00	$1,122.00	945	Hancock, Joe	10000004	$0.00
002-050-037-0	$2,285.00	$2.00	$2,287.00	945	Evangelho, Fernando	10000013	$0.00
002-050-031-0	$485.00	$2.00	$487.00	945	Jenkins, Tim	10000018	$0.00
002-010-016-0	$1,107.00	$2.00	$1,109.00	945	Hancock, Joe	10000023	$0.00
002-040-033-0	$1,033.00	$2.00	$1,035.00	945	Rubalcava, Octavio	10000040	$0.00
002-040-027-0	$85.00	$2.00	$87.00	945	Spahn, Joseph	10000042	$0.00
002-220-001-0	$8,714.00	$2.00	$8,716.00	945	Yosemite Gold County	10000046	$0.00
002-210-007-0	$1,077.00	$2.00	$1,079.00	945	Sargent, Joella	10000051	$0.00
002-040-010-0	$118.00	$2.00	$120.00	945	Zimmerman, Jennifer	10000052	$0.00
002-090-001-0	$582.00	$2.00	$584.00	945	Tiscornia, Victor	10000057	$0.00
002-040-004-0	$3,958.00	$2.00	$3,960.00	945	Jeffery Hotel	10000060	$0.00
002-010-018-0	$88.00	$2.00	$90.00	945	Garbarino/Dagg Ranch	10000064	$0.00
002-050-004-0	$1,100.00	$2.00	$1,102.00	945	Huff, Maryann	10000068	$0.00
002-040-011-0	$1,048.00	$2.00	$1,050.00	945	Black, Bill	10000070	$0.00
002-040-046-0	$1,033.00	$2.00	$1,035.00	945	Clark, John	10000071	$0.00
002-040-051-0	$417.00	$2.00	$419.00	945	Baisdon, Linda	10000089	$0.00

Total Entity 945	$24,250.00	$32.00	$24,282.00	945

Attachment: FY21-22 Coulterville Users (RES-2021-446 : Conduct Public Hearing: to Place Delinquent

SPECIAL DISTRICTS ASSESSMENTS - TAX YEAR 2021

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO DELINQUENT USER FEES	ACCOUNT NO.	AMOUNT Collected
021-280-001-0	$365.00	$2.00	$367.00	950	Merchant, William	50000013	
021-290-001-0	$87.00	$2.00	$89.00	950	Prophet, Jason	50000014	
021-290-019-0	$365.00	$2.00	$367.00	950	Mendoza, Efrain	50000021	
021-290-030-0	$365.00	$2.00	$367.00	950	Edge, Lloyd	50000037	
021-210-032-0	$48.00	$2.00	$50.00	950	Machado, Cody	50000045	
021-260-015-0	$270.00	$2.00	$272.00	950	Cobarrubia, Kammy	50000114	
021-300-019-0	$223.00	$2.00	$225.00	950	Cogley, Randy	50000171	
021-290-028-0	$223.00	$2.00	$225.00	950	Espinoza, Jose	50000234	
021-390-009-0	$365.00	$2.00	$367.00	950	Carrillo, Raquel	50000257	
021-390-008-0	$84.00	$2.00	$86.00	950	Watson,Epiphany	50000258	

Total Entity 950	**$2,395.00**	**$20.00**	**$2,415.00**	**950**

Attachment: FY21-22 Don Pedro Users (RES-2021-446 : Conduct Public Hearing: to Place Delinquent User

SPECIAL DISTRICTS ASSESSMENTS - TAX YEAR 2021

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
1	021-150-007-0	$30.00	$2.00	$32.00	951	LIFU, TANG	50000038	$0.00
2	021-150-008-0	$30.00	$2.00	$32.00	951	ALBRACHT, RANDY	50000039	$0.00
3	021-210-031-0	$30.00	$2.00	$32.00	951	LAM, CHIU HUNG	50000044	$0.00
4	021-230-004-0	$30.00	$2.00	$32.00	951	BANK OF AMERICA	50000049	$0.00
5	021-230-005-0	$30.00	$2.00	$32.00	951	PONTELO, WILLIAM	50000050	$0.00
6	021-230-017-0	$30.00	$2.00	$32.00	951	STANFFORD, LINDA	50000051	$0.00
7	021-230-019-0	$63.00	$2.00	$65.00	951	VELAZQUEZ, VERONICA	50000052	$0.00
8	021-230-009-0	$30.00	$2.00	$32.00	951	REINHART, KIMBERLY	50000054	$0.00
9	021-240-008-0	$30.00	$2.00	$32.00	951	TRUJILLO, MICHAEL	50000066	$0.00
10	021-240-011-0	$30.00	$2.00	$32.00	951	DELA CUADRA, ROBERT	50000069	$0.00
11	021-240-012-0	$30.00	$2.00	$32.00	951	PRESTOSA, ARNEL/ANN	50000070	$0.00
12	021-240-010-0	$30.00	$2.00	$32.00	951	GOBEL, CECILLE	50000072	$0.00
14	021-240-017-0	$30.00	$2.00	$32.00	951	NGUYEN, DZUNGA/THU	50000074	$0.00
15	021-240-020-0	$30.00	$2.00	$32.00	951	TRIPLE L PROPERTIES, LLC	50000077	$0.00
16	021-240-021-0	$30.00	$2.00	$32.00	951	NVISION CAPITAL ADVISORS	50000078	$0.00
17	021-250-001-0	$29.00	$2.00	$31.00	951	SOLANTA, SANDRA	50000082	$0.00
18	021-250-003-0	$30.00	$2.00	$32.00	951	GATCHALIAN, ERWIN / MITZIGAIL	50000084	$0.00
19	021-250-009-0	$30.00	$2.00	$32.00	951	REYES, MARIA / QUINTANAR, RAFA	50000090	$0.00
20	021-250-013-0	$30.00	$2.00	$32.00	951	REINHART, KIMBERLY	50000092	$0.00
21	021-250-016-0	$30.00	$2.00	$32.00	951	KULCSAR, TERESITA PAYUMO	50000093	$0.00
22	021-250-017-0	$98.00	$2.00	$100.00	951	VILORIA, FLORENTINO / LILLIA	50000094	$0.00
23	021-250-022-0	$30.00	$2.00	$32.00	951	CONSOLIDATED RELIANCE INC	50000098	$0.00
24	021-250-024-0	$30.00	$2.00	$32.00	951	ARQUERO, ARNULFO / PILAR	50000099	$0.00
25	021-250-025-0	$30.00	$2.00	$32.00	951	SANCHEZ JR. TRUST, AUDON	50000100	$0.00
26	021-260-002-0	$30.00	$2.00	$32.00	951	PEREIRA, MARICHU ANN B	50000101	$0.00

Attachment: FY21-22 Don Pedro Standby (RES-2021-446 : Conduct Public Hearing: to Place Delinquent

SPECIAL DISTRICTS ASSESSMENTS - TAX YEAR 2021

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
27	021-260-003-0	$26.00	$2.00	$28.00	951	MARINAS, JOSEPH E.	50000102	$0.00
28	021-260-006-0	$30.00	$2.00	$32.00	951	HAZLEY, EUGENE / NERISSA	50000105	$0.00
29	021-260-009-0	$63.00	$2.00	$65.00	951	NOBLE, REMIGIO/ERMELINDA	50000108	$0.00
30	021-260-012-0	$30.00	$2.00	$32.00	951	CONUI, MADELEINE	50000111	$0.00
31	021-260-014-0	$30.00	$2.00	$32.00	951	HERRADURA, PRUDENCIO / LOLITA	50000113	$0.00
32	021-260-025-0	$30.00	$2.00	$32.00	951	IBARRA, CARMELITA	50000124	$0.00
33	021-270-001-0	$30.00	$2.00	$32.00	951	MARTINEZ, TITO	50000125	$0.00
34	021-270-002-0	$30.00	$2.00	$32.00	951	CHAVEZ, FRANCISCO	50000126	$0.00
36	021-280-003-0	$63.00	$2.00	$65.00	951	POGUE, VENERANDA	50000137	$0.00
37	021-280-009-0	$63.00	$2.00	$65.00	951	STEAGALL, FRED	50000143	$0.00
38	021-290-005-0	$30.00	$2.00	$32.00	951	HOPKINS, DEAN/LORRAIN	50000145	$0.00
39	021-290-007-0	$63.00	$2.00	$65.00	951	MITCHELL, DAVID & EDITH	50000146	$0.00
40	021-290-017-0	$30.00	$2.00	$32.00	951	JUNE, JENNIFER	50000152	$0.00
41	021-290-020-0	$30.00	$2.00	$32.00	951	SCHUHMANN, MELANIE	50000153	$0.00
42	021-290-026-0	$30.00	$2.00	$32.00	951	KUENG, SHANNON	50000157	$0.00
43	021-290-027-0	$30.00	$2.00	$32.00	951	JOHNSTON, ELAINE	50000158	$0.00
44	021-300-005-0	$30.00	$2.00	$32.00	951	HERENCIA DE AMERICA FOUNDATION	50000159	$0.00
45	021-300-008-0	$63.00	$2.00	$65.00	951	CROSS TRUST, WAYNE & HELEN	50000161	$0.00
46	021-300-009-0	$30.00	$2.00	$32.00	951	CHEUNG, CINDY YIN	50000162	$0.00
47	021-300-010-0	$63.00	$2.00	$65.00	951	JOSON, PETE	50000163	$0.00
48	021-310-006-0	$30.00	$2.00	$32.00	951	GASKELL, SANDRA	50000188	$0.00
49	021-310-007-0	$53.70	$2.00	$55.70	951	GUEVARA, PATRICIA	50000189	$0.00
50	021-310-008-0	$30.00	$2.00	$32.00	951	BRADY, DARRELL & JOANN	50000190	$0.00
51	021-310-010-0	$30.00	$2.00	$32.00	951	DARA INVESTMENT CO	50000192	$0.00
52	021-310-011-0	$30.00	$2.00	$32.00	951	CORIA, SERGIO / SAN JUANITA	50000193	$0.00
53	021-310-014-0	$30.00	$2.00	$32.00	951	SANTANA, MOSES	50000196	$0.00

Attachment: FY21-22 Don Pedro Standby (RES-2021-446 : Conduct Public Hearing: to Place Delinquent

SPECIAL DISTRICTS ASSESSMENTS - TAX YEAR 2021

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
54	021-310-017-0	$30.00	$2.00	$32.00	951	CARRILLO, RAFAEL	50000199	$0.00
55	021-310-022-0	$63.00	$2.00	$65.00	951	VELAZQUEZ, VERONICA	50000204	$0.00
56	021-310-023-0	$30.00	$2.00	$32.00	951	MEDINA, EDUVIGES	50000205	$0.00
57	021-310-024-0	$30.00	$2.00	$32.00	951	MC DADE, THOMAS	50000206	$0.00
58	021-360-001-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000215	$0.00
59	021-370-042-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000221	$0.00
60	021-370-043-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000222	$0.00
61	021-370-044-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000223	$0.00
62	021-370-045-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000224	$0.00
63	021-370-046-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000225	$0.00
64	021-370-047-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000226	$0.00
65	021-370-048-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000227	$0.00
66	021-370-049-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000228	$0.00
67	021-370-050-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000229	$0.00
68	021-370-051-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000230	$0.00
69	021-380-002-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000232	$0.00
70	021-360-002-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000235	$0.00
71	021-360-003-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000236	$0.00
72	021-360-004-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000237	$0.00
73	021-360-005-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000238	$0.00
74	021-360-006-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000239	$0.00
75	021-360-007-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000240	$0.00
76	021-360-008-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000241	$0.00
77	021-360-009-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000242	$0.00
78	021-360-011-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000243	$0.00
79	021-370-003-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000244	$0.00

Attachment: FY21-22 Don Pedro Standby (RES-2021-446 : Conduct Public Hearing: to Place Delinquent

SPECIAL DISTRICTS ASSESSMENTS - TAX YEAR 2021

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
80	021-370-004-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000245	$0.00
81	021-370-015-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000246	$0.00
82	021-370-016-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000247	$0.00
83	021-380-006-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000248	$0.00
84	021-380-007-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000249	$0.00
85	021-370-025-0	$30.00	$2.00	$32.00	951	OPP, DEENA	50000251	$0.00
86	021-370-026-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000252	$0.00
87	021-370-027-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000253	$0.00
88	021-370-027-0	$30.00	$2.00	$32.00	951	BERCILLA, ALFREDI / VESTA	50000254	$0.00
89	021-370-029-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000255	$0.00
90	021-360-024-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000273	$0.00
91	021-360-025-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000274	$0.00
92	021-360-026-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000275	$0.00
93	021-360-027-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000276	$0.00
94	021-370-038-0	$30.00	$2.00	$32.00	951	SHERIDAN, JAMES	50000277	$0.00
95	021-370-039-0	$30.00	$2.00	$32.00	951	SHERIDAN, JAMES	50000278	$0.00
96	021-370-040-0	$30.00	$2.00	$32.00	951	SHERIDAN, JAMES	50000279	$0.00
97	021-370-041-0	$30.00	$2.00	$32.00	951	SHERIDAN, JAMES	50000280	$0.00
98	021-370-052-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000281	$0.00
99	021-370-053-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000282	$0.00
100	021-380-021-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000283	$0.00
101	021-380-022-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000284	$0.00
102	021-380-023-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000285	$0.00
103	021-380-024-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000286	$0.00
104	021-380-025-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000287	$0.00
105	021-380-026-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000288	$0.00

Attachment: FY21-22 Don Pedro Standby (RES-2021-446 : Conduct Public Hearing: to Place Delinquent

SPECIAL DISTRICTS ASSESSMENTS - TAX YEAR 2021

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
106	021-380-027-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000289	$0.00
107	021-380-028-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000290	$0.00
108	021-380-029-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000291	$0.00
109	021-380-030-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000292	$0.00
110	021-370-022-0	$63.00	$2.00	$65.00	951	MILANO, LYSA	50000293	$0.00
111	021-380-012-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000294	$0.00
112	021-380-011-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000295	$0.00
113	021-380-014-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000296	$0.00
114	021-380-013-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000297	$0.00
115	021-380-015-0	$30.00	$2.00	$32.00	951	REAL ESTATE FUND LLC	50000298	$0.00
116	021-380-016-0	$30.00	$2.00	$32.00	951	REAL ESTATE FUND LLC	50000299	$0.00
117	021-380-017-0	$30.00	$2.00	$32.00	951	REAL ESTATE FUND LLC	50000300	$0.00
118	021-380-018-0	$30.00	$2.00	$32.00	951	REAL ESTATE FUND LLC	50000301	$0.00
119	021-380-019-0	$30.00	$2.00	$32.00	951	REAL ESTATE FUND LLC	50000302	$0.00
120	021-380-020-0	$30.00	$2.00	$32.00	951	REAL ESTATE FUND LLC	50000303	$0.00
121	021-370-020-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000304	$0.00
122	021-370-021-0	$30.00	$2.00	$32.00	951	GLORIA ALCANTARA	50000305	$0.00
123	021-370-023-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000306	$0.00
124	021-370-024-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000307	$0.00
125	021-370-030-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000308	$0.00
126	021-370-031-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000309	$0.00
127	021-370-032-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000310	$0.00
128	021-370-033-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000311	$0.00
129	021-370-034-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000312	$0.00
130	021-370-035-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000313	$0.00
131	021-370-036-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000314	$0.00

Attachment: FY21-22 Don Pedro Standby (RES-2021-446 : Conduct Public Hearing: to Place Delinquent

SPECIAL DISTRICTS ASSESSMENTS - TAX YEAR 2021

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
132	021-370-037-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000315	$0.00
133	021-360-021-0	$30.00	$2.00	$32.00	951	DELEON, AZUCENA	50000316	$0.00
134	021-360-022-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000317	$0.00
135	021-360-023-0	$30.00	$2.00	$32.00	951	PORTER, THOMAS/PEGGY A	50000318	$0.00
136	021-380-010-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000319	$0.00
137	021-380-009-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000320	$0.00
138	021-380-008-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000321	$0.00
139	021-380-005-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000322	$0.00
140	021-380-004-0	$63.00	$2.00	$65.00	951	DUMPEL, HEDWIG	50000323	$0.00
141	021-380-001-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000325	$0.00
142	021-370-019-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000326	$0.00
143	021-370-018-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000327	$0.00
144	021-370-017-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000328	$0.00
145	021-370-014-0	$30.00	$2.00	$32.00	951	EBENEZER, DANIEL, MD	50000329	$0.00
146	021-370-013-0	$30.00	$2.00	$32.00	951	EBENEZER, DANIEL, MD	50000330	$0.00
147	021-370-012-0	$30.00	$2.00	$32.00	951	EBENEZER, DANIEL, MD	50000331	$0.00
148	021-370-011-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000332	$0.00
149	021-370-010-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000333	$0.00
150	021-370-009-0	$209.00	$2.00	$211.00	951	DEERWOOD CORPORATION	50000334	$0.00
151	021-370-008-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000335	$0.00
152	021-370-007-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000336	$0.00
153	021-370-006-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000337	$0.00
154	021-370-005-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000338	$0.00
155	021-370-002-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000339	$0.00
156	021-370-001-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000340	$0.00
157	021-360-020-0	$30.00	$2.00	$32.00	951	EBENEZER, DANIEL, MD	50000341	$0.00

Attachment: FY21-22 Don Pedro Standby (RES-2021-446 : Conduct Public Hearing: to Place Delinquent

SPECIAL DISTRICTS ASSESSMENTS - TAX YEAR 2021

Parcel Count	APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	DON PEDRO STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
158	021-360-019-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000342	$0.00
159	021-360-018-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000343	$0.00
160	021-360-017-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000344	$0.00
161	021-360-016-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000345	$0.00
162	021-360-015-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000346	$0.00
163	021-360-014-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000347	$0.00
164	021-360-013-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000348	$0.00
165	021-360-012-0	$30.00	$2.00	$32.00	951	DEERWOOD CORPORATION	50000349	$0.00
				$0.00				

Total Entity 951	$5,485.70	$326.00	$5,811.70	**951**

Attachment: FY21-22 Don Pedro Standby (RES-2021-446 : Conduct Public Hearing: to Place Delinquent

SPECIAL DISTRICTS ASSESSMENTS - TAX YEAR 2021

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	MARIPOSA PINES STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
009-100-001-0	$30.00	$2.00	**$32.00**	948	TIERNEY, SEAN	30000023	$0.00

Total Entity 948	**$30.00**	**$2.00**	**$32.00**	**948**

Attachment: FY21-22 Maripopsa Pines Standby (RES-2021-446 : Conduct Public Hearing: to Place

SPECIAL DISTRICTS ASSESSMENTS - TAX YEAR 2021

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	WAWONA DELINQUENT USER FEES	ACCOUNT NO.	AMOUNT COLLECTED
010-510-035-0	$193.00	$2.00	$195.00	955	Dunn, Etal	11000071	$0.00
010-140-017-0	$97.00	$2.00	$99.00	955	Holmes, Elmer	11000108	$0.00
010-080-015-0	$97.00	$2.00	$99.00	955	Landson, Joel	11000139	$0.00
010-100-037-0	$97.00	$2.00	$99.00	955	Briefs, M	11000202	$0.00
010-180-056-0	$97.00	$2.00	$99.00	955	Reed, Mark	11000209	$0.00
010-280-001-0	$318.00	$2.00	$320.00	955	Seiverson, Kimberly	11000215	$0.00
Total Entity 955	**$899.00**	**$12.00**	**$911.00**	**955**			

Attachment: FY21-22 Wawona Users (RES-2021-446 : Conduct Public Hearing: to Place Delinquent User

SPECIAL DISTRICTS ASSESSMENTS - TAX YEAR 2021

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	YOSEMITE WEST DELINQUENT USER FEES	ACCOUNT NO.	AMOUNT COLLECTED
006-130-024-0	$42.00	$2.00	$44.00	947	Barber, David	20000007	$0.00
006-100-047-0	$54.00	$2.00	$56.00	947	Richard, Jenkin	20000031	$0.00
006-100-011-0	$815.00	$2.00	$817.00	947	Decristofaro, Andre	20000058	$0.00
006-090-031-0	$59.00	$2.00	$61.00	947	Siddiqui, Faroo	20000087	$0.00
006-080-002-0	$201.00	$2.00	$203.00	947	Mata, Olegario	20000110	$0.00
006-100-023-0	$56.00	$2.00	$58.00	947	Chinkov, Nila	20000208	$0.00

Total Entity 947	**$1,227.00**	**$12.00**	**$1,239.00**	**947**

Attachment: FY21-22 Yosemite West Users (RES-2021-446 : Conduct Public Hearing: to Place Delinquent

SPECIAL DISTRICTS ASSESSMENTS - TAX YEAR 2021

APN NO.	ASSESSMENT AMOUNT	AUDITOR FEE	TOTAL ASSESSMENT	ENTITTY	YOSEMITE WEST STANDBY DELINQUENT FEES	ACCOUNT NO.	AMOUNT RCVD
006-080-012-0	$478.00	$2.00	$480.00	946	GUY, KEITH	20000116	$0.00
006-080-030-0	$318.00	$2.00	$320.00	946	INOUE RUTHERFORD	20000127	$0.00
006-080-036-0	$156.00	$2.00	$158.00	946	HANDS UP PROPERTIES	20000131	$0.00
006-080-054-0	$318.00	$2.00	$320.00	946	HIEM, RICHARD/JAMIE	20000141	$0.00
006-080-062-0	$156.00	$2.00	$158.00	946	HANSEN, TED	20000147	$0.00
006-090-004-0	$106.00	$2.00	$108.00	946	MILANI-MOWEN, MICHELLE	20000156	$0.00
006-090-054-0	$156.00	$2.00	$158.00	946	HAYNIE, REBECCA	20000187	$0.00
006-100-006-0	$318.00	$2.00	$320.00	946	ANSTEAD, TR, NEIL / JUDITH	20000193	$0.00
006-100-007-0	$318.00	$2.00	$320.00	946	ANSTEAD, TR, NEIL / JUDITH	20000194	$0.00
006-100-012-0	$156.00	$2.00	$158.00	946	DECRISTOFARO, ANDRE	20000197	$0.00
006-100-013-0	$156.00	$2.00	$158.00	946	RAPP, JENNIFER	20000198	$0.00
006-100-014-0	$156.00	$2.00	$158.00	946	BLACK ETEL, GLORIA R.	20000199	$0.00
006-100-052-0	$484.00	$2.00	$486.00	946	ZIFFER, FREDJ./LORY L.	20000224	$0.00
006-100-056-0	$156.00	$2.00	$158.00	946	ANSTEAD, NEIL/JUDITH	20000228	$0.00
006-110-010-0	$156.00	$2.00	$158.00	946	HILLSIDE LLC	20000234	$0.00
006-110-013-0	$318.00	$2.00	$320.00	946	MOORFIELD CONSULTING, LLC	20000236	$0.00
006-110-021-0	$156.00	$2.00	$158.00	946	CHONG, ALLEN	20000241	$0.00
006-110-026-0	$318.00	$2.00	$320.00	946	SNEHANTH, SOMIREDDY	20000246	$0.00
006-120-001-0	$156.00	$2.00	$158.00	946	WONG, JEANETTE	20000254	$0.00
006-120-013-0	$156.00	$2.00	$158.00	946	SMITH ETAL, FRANCES	20000255	$0.00
006-120-030-0	$156.00	$2.00	$158.00	946	THOMPSON ETAL, WILLIAM/LORI	20000265	$0.00
006-130-039-0	$156.00	$2.00	$158.00	946	DESIN, SYLVIA	20000287	$0.00

Attachment: FY21-22 Yosemite West Standby (RES-2021-446 : Conduct Public Hearing: to Place

006-130-046-0	$156.00	$2.00	$158.00	946	DESIN, SYLVIA	20000292	$0.00
006-130-047-0	$156.00	$2.00	$158.00	946	DESIN, SYLVIA	20000293	$0.00
006-120-031-0	$318.00	$2.00	$320.00	946	WONG, THOMAS/JEANETTE	20000294	$0.00

Total Entity 946	**$5,634.00**	**$50.00**	**$5,684.00**	**946**

Attachment: FY21-22 Yosemite West Standby (RES-2021-446 : Conduct Public Hearing: to Place

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-447

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: ADA Coordinator Designation

RECOMMENDATION AND JUSTIFICATION:
Designate Matt Hespenheide as the County's Americans with Disabilities Act (ADA) Coordinator.

Mariposa County strives to be professional and compliant with all state and federal laws. While County staff frequently consider the Americans with Disabilities Act of 1990 (ADA) in projects implemented and completed throughout the County, a broader analysis of ADA regulations relative to County operations and facilities has identified additional, more general requirements requiring action at this time. Among these requirements are the need for an ADA Coordinator, and ADA Transition Plan and an ADA Grievance Procedure.

This action formally designates Associate Engineer Matt Hespenheide as the County's ADA Coordinator. The ADA coordinator is responsible for ensuring County efforts comply with ADA Title II and investigating any complaints of violations.

Mr. Hespenheide and two additional employees will be participating in ADA training and achieving appropriate certifications within the next month. Mr. Hespenheide has previous experience building ADA transition plans in Merced and Ventura Counties and, if designated, will initiate a local planning effort in the near future.

Designation of a responsible ADA coordinator is required by federal law and is consistent with stated County values including transparency and excellence. Accordingly, staff recommends approval at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Congress enacted the Americans with Disabilities Act of 1990 to prevent discrimination of the physically and mentally disabled relating to employment, and access to programs and public facilities. Under Title II of the ADA, any employer with 50 or more employees is required to adopt a grievance procedure and designate an ADA coordinator.

The Board has taken other actions in the past to address compliance with ADA including allocating $25,000 in Fiscal Year 1998-1999 for the creation of an ADA Transition Plan (reallocated during mid-year adjustments for improvement of the Darrah Road Schoolhouse property), adopting a policy implementing the ADA at all marked and unmarked crosswalks in the Community of Mariposa (Resolution 94-402), approving funding to remodel the upstairs restroom in the Hall of Records to make it compliant with ADA standards (Resolution 02-055), submitting a grant application to assist with expenses of an ADA compliant, non-motorized trail along the Mariposa Creek Parkway (Resolution 09-95), and approval of funding to bring the Mariposa History Center's entrance and sanitary facilities into ADA compliance (Resolution 09-374.)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action will result in non-compliance with Title II of the ADA.

FINANCIAL IMPACT:
This item has no direct financial impact.

ATTACHMENTS:
Americans with Disabilities Act Title II Regulation (PDF)
ADA Notice (DOCX)

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

Americans with Disabilities Act Title II Regulations

§ 35.107 Designation of responsible employee and adoption of grievance procedures

- (a) *Designation of responsible employee.* A public entity that employs 50 or more persons shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under this part, including any investigation of any complaint communicated to it alleging its noncompliance with this part or alleging any actions that would be prohibited by this part. The public entity shall make available to all interested individuals the name, office address, and telephone number of the employee or employees designated pursuant to this paragraph.
- (b) *Complaint procedure*. A public entity that employs 50 or more persons shall adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by this part.

Attachment: Americans with Disabilities Act Title II Regulation (RES-2021-447 : ADA Coordinator Designation)

NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), the County of Mariposa will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: County of Mariposa does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the ADA.

Effective Communication: County of Mariposa will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in County of Mariposa's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: County of Mariposa will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all programs, services, and activities. For example, individuals with service animals are welcomed in County of Mariposa offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of County of Mariposa, should contact the office of Gary Brown or Matt Hespenheide as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the County of Mariposa to take any action that would fundamentally alter the nature of its programs or services or impose undue financial or administrative burden.

Complaints that a program, service, or activity of the County of Mariposa is not accessible to persons with disabilities should be directed to Gary Brown or Matt Hespenheide.

County of Mariposa will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Matt Hespenheide
4639 Ben Hur Road
Mariposa, CA 95338
P: (209) 966-5356
mhespenheide@mariposacounty.org

Attachment: ADA Notice (RES-2021-447 : ADA Coordinator Designation)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-448

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: ADA Grievance Procedure

RECOMMENDATION AND JUSTIFICATION:
Adopt a Resolution Establishing a Title II, Americans with Disabilities Act (ADA) Grievance Procedure.

Mariposa County strives to be professional and compliant with all state and federal laws. While County staff frequently consider the Americans with Disabilities Act of 1990 (ADA) in projects implemented and completed throughout the County, a broader analysis of ADA regulations relative to County operations and facilities has identified additional, more general requirements requiring action at this time. Among these requirements are the need for an ADA Coordinator, and ADA Transition Plan and an ADA Grievance Procedure.

This action formally establishes a grievance procedure specific to ADA. Once established, this process will be appropriately advertised and incorporated into other policies and procedures.

Establishment of a grievance procedure is required by federal law and is consistent with stated County values including transparency and excellence. Accordingly, staff recommends approval at this time.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Congress enacted the Americans with Disabilities Act of 1990 to prevent discrimination of the physically and mentally disabled relating to employment, and access to programs and public facilities. Under Title II of the ADA, any employer with 50 or more employees is required to adopt a grievance procedure and designate an ADA coordinator.

The Board has taken other actions in the past to address compliance with ADA including allocating $25,000 in Fiscal Year 1998-1999 for the creation of an ADA Transition Plan (reallocated during mid-year adjustments for improvement of the Darrah Road Schoolhouse property), adopting a policy implementing the ADA at all marked and unmarked crosswalks in the Community of Mariposa (Resolution 94-402),

approving funding to remodel the upstairs restroom in the Hall of Records to make it compliant with ADA standards (Resolution 02-055), submitting a grant application to assist with expenses of an ADA compliant, non-motorized trail along the Mariposa Creek Parkway (Resolution 09-95), and approval of funding to bring the Mariposa History Center's entrance and sanitary facilities into ADA compliance (Resolution 09-374.)

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Negative action will result in non-compliance with Title II of the ADA.

FINANCIAL IMPACT:
There is no direct financial impact in establishing this procedure.

ATTACHMENTS:
ADA Grievance Procedure Resolution (DOCX)
ADA Grievance Procedure (DOCX)
Americans with Disabilities Act Title II Regulation (PDF)

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

Resolution 2021-
RESOLUTION ESTABLISHING A TITLE II, AMERICANS WITH DISABILITIES ACT (ADA) GRIEVANCE PROCEDURE

WHEREAS the Federal government enacted the Americans with Disabilities Act (ADA) of 1990 to prevent discrimination of the physically and mentally disabled relating to employment, and access to programs and public facilities; and

WHEREAS Title II of the ADA mandates that employers with 50 or more employees shall designate an employee as the County's ADA Coordinator to serve as a contact person for the public, to coordinate all ADA responsibilities within the County, to oversee the County's compliance with ADA regulations, and to investigate complaints or grievances from the public; and

WHEREAS Title II of the ADA also requires the establishment of a grievance procedure which defines how complaints of ADA violations will be resolved in a prompt and equitable manner; and

WHEREAS it is in the best interest of the County of Mariposa and its citizens to adopt a grievance procedure for resolving complaints alleging violations of Title II of the ADA.

NOW, THEREFORE, BE IT RESOLVED that the Mariposa County Board of Supervisors, State of California, does hereby establish and adopt the attached Title II, Americans with Disabilities Act Grievance Procedure.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, a political subdivision of the State of California, this 27th day of July, 2021 by the following vote:

AYES:
NOES:
ABSENT:
EXCUSED:

_____
MARSHALL LONG, Chair
Mariposa County Board of Supervisors

ATTEST:

_____
RENÉ LaROCHE

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM

Attachment: ADA Grievance Procedure Resolution (RES-2021-448 : ADA Grievance Procedure)

STATE OF CALIFORNIA. }
} ss
County of Mariposa. }

I, René LaRoche, Clerk of the Board of Supervisors for the County of Mariposa, State of California, do hereby certify the foregoing to be a full, true and correct copy of an order made by the Board of Supervisors, as the same appears spread upon their minute book.

WITNESS my hand and the seal of the Board of Supervisors, affixed this 27th day of July, 2021.

(SEAL)

_____
RENÉ LaROCHE, Clerk of the Board of Supervisors

Attachment: ADA Grievance Procedure Resolution (RES-2021-448 : ADA Grievance Procedure)

County of Mariposa
Grievance Procedure under
The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination based on disability in the provision of services, activities, programs, or benefits by the County of Mariposa. The County's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted as soon as possible but no later than 60 calendar days after the alleged violation to the County's ADA Coordinator:

Matt Hespenheide
ADA Coordinator / Associate Engineer
4639 Ben Hur Road
Mariposa, CA 95338
P: (209) 966-5356
mhespenheide@mariposacounty.org

Within 15 calendar days after receipt of the complaint, the ADA Coordinator will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the County of Mariposa and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator does not satisfactorily resolve the issue, the complainant may appeal the decision within 15 calendar days after receipt of the response to the County Administrative Officer.

Within 15 calendar days after receipt of the appeal, the County Administrative Officer will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the County Administrative Officer will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

Complainants, the ADA Coordinator and/or the County Administrative Officer may designate a representative to participate in this process in his/her place. All written complaints received by the ADA Coordinator, appeals to the County Administrative Officer, and responses from these two offices will be retained by the County of Mariposa for at least three years.

Attachment: ADA Grievance Procedure (RES-2021-448 : ADA Grievance Procedure)

Americans with Disabilities Act Title II Regulations

§ 35.107 Designation of responsible employee and adoption of grievance procedures

- (a) *Designation of responsible employee.* A public entity that employs 50 or more persons shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under this part, including any investigation of any complaint communicated to it alleging its noncompliance with this part or alleging any actions that would be prohibited by this part. The public entity shall make available to all interested individuals the name, office address, and telephone number of the employee or employees designated pursuant to this paragraph.
- (b) *Complaint procedure*. A public entity that employs 50 or more persons shall adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by this part.

Attachment: Americans with Disabilities Act Title II Regulation (RES-2021-448 : ADA Grievance Procedure)

MARIPOSA COUNTY

Administration · 966-3222

RESOLUTION - ACTION REQUESTED 2021-460

MEETING: July 27, 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: CONTINUED TO NEW DATE Next: 8/3/2021 9:00 AM

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.

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

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

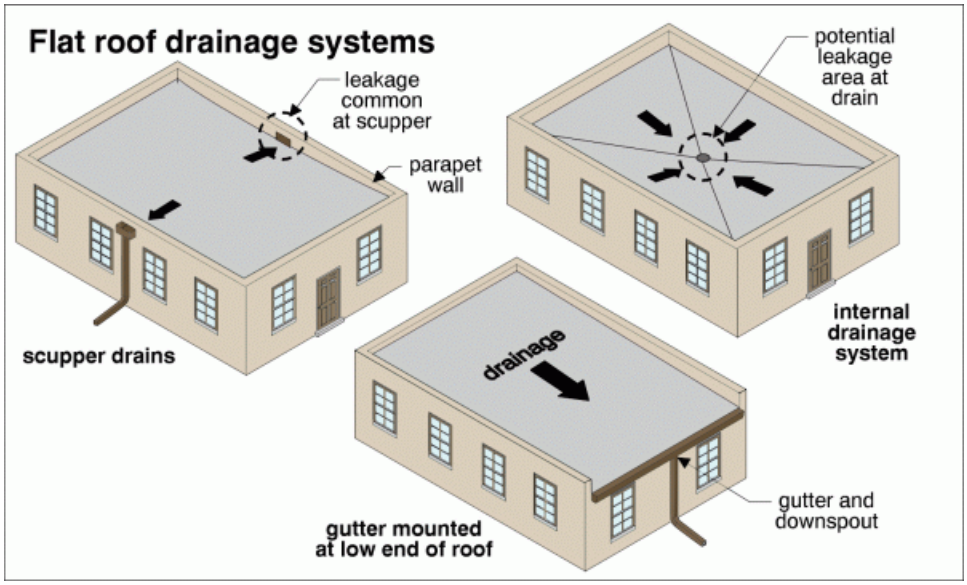
2. Condition: • Ponding

Repairs recommended by a licensed contractor.

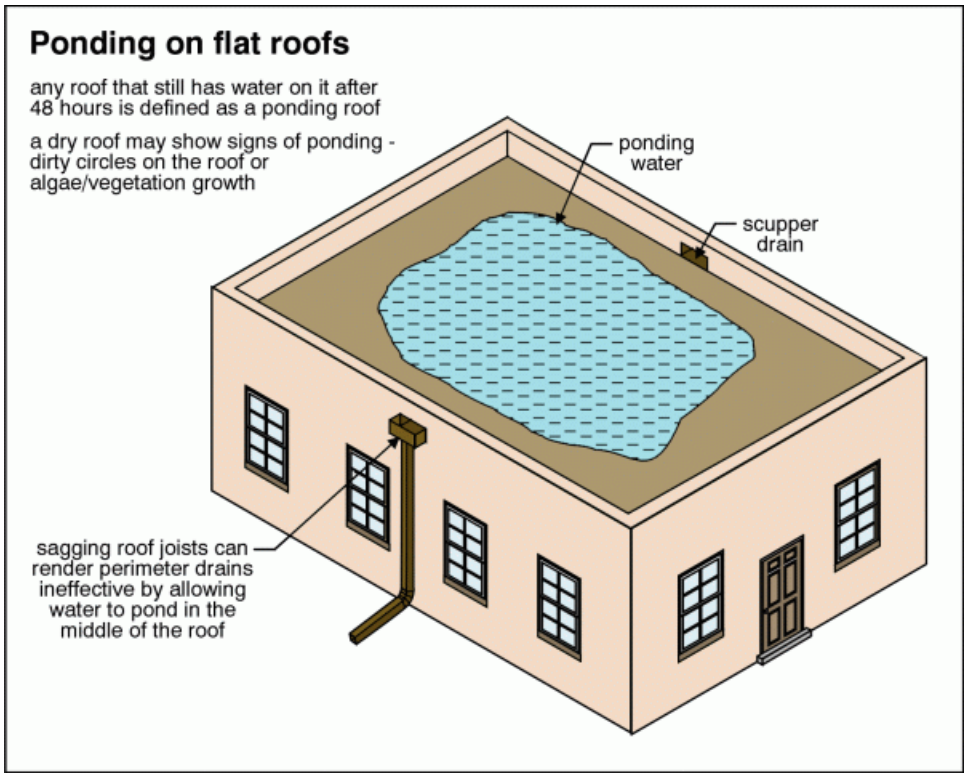
Location: Top Of Main House

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

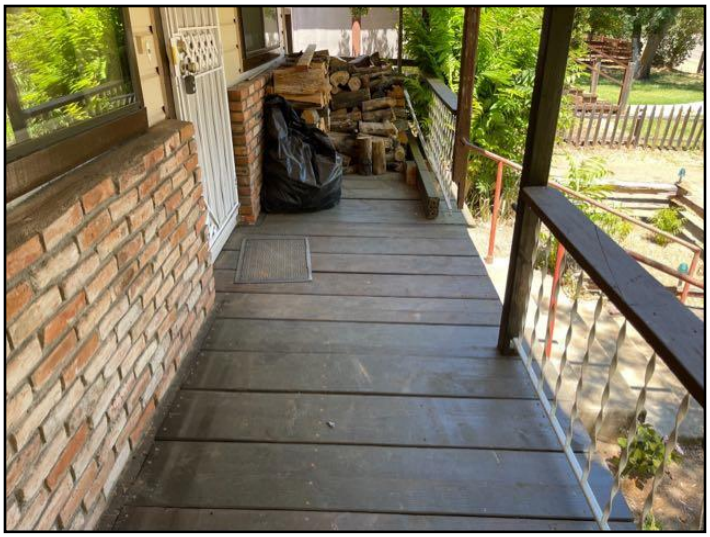
11. *Asphalt*

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

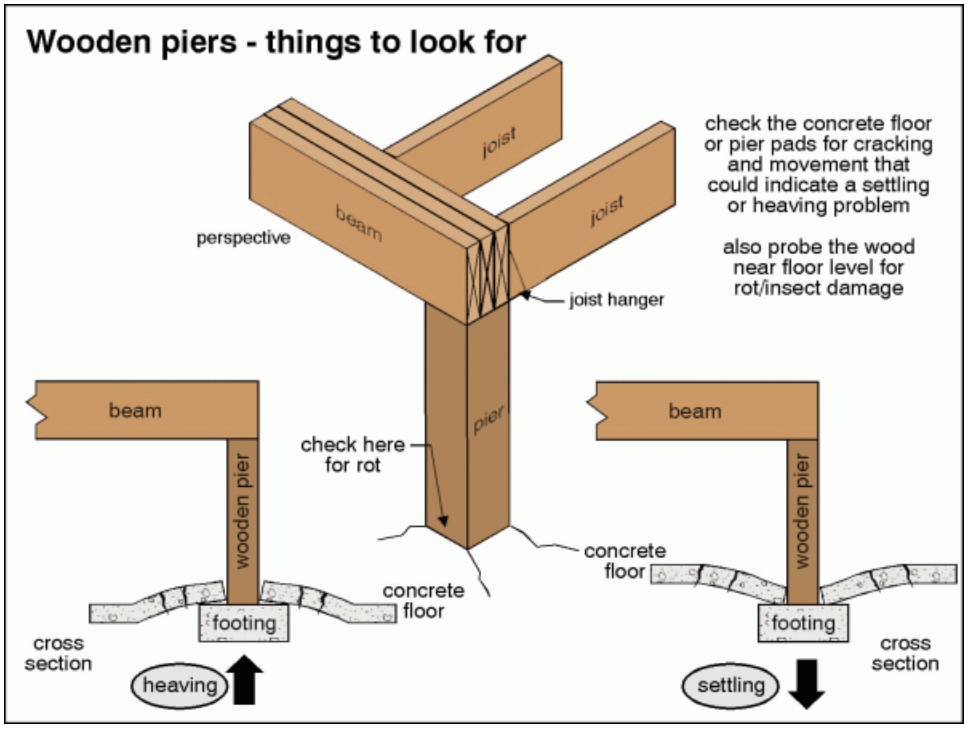
Damage noted to post at front porch. Recommend checking with pest report for further evaluation and repairs. Repairs recommended by a licensed contractor.

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

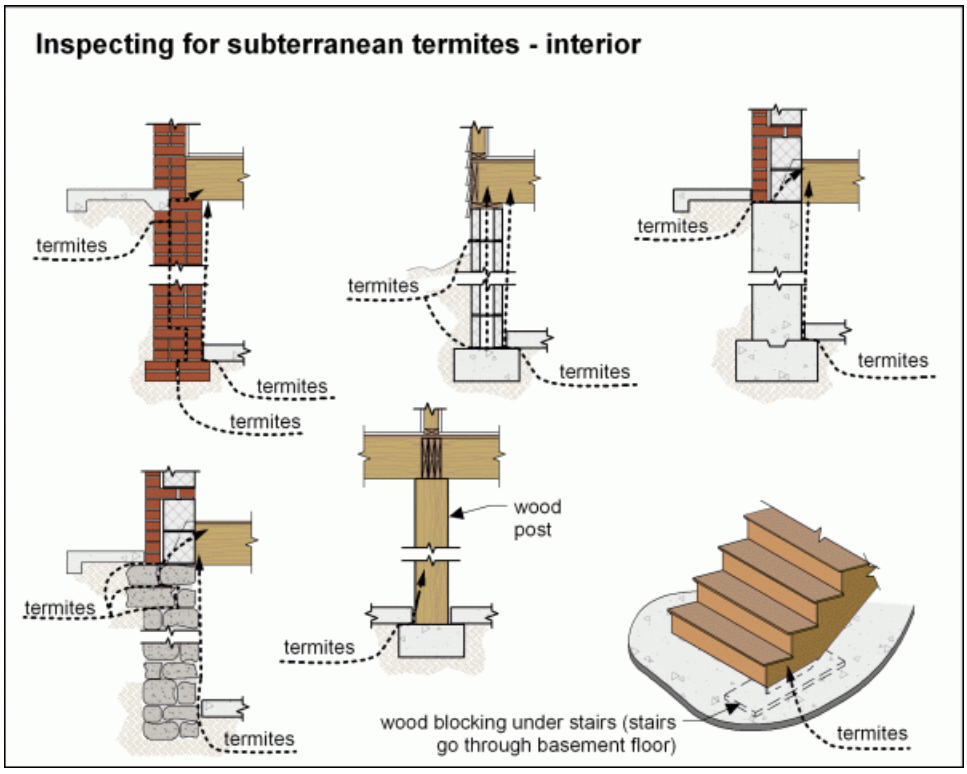
Repairs recommended by a licensed contractor. Check with pest report.

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)

ELECTRICAL

5123 Jones St, Mariposa, CA June 23, 2021

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

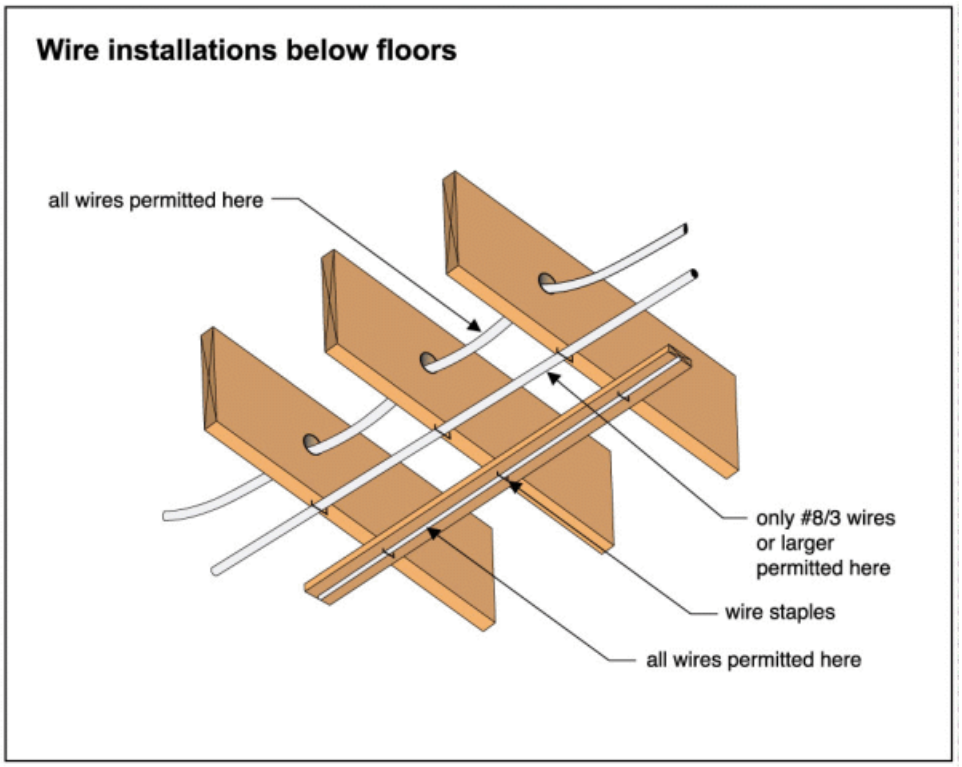
15. Condition: • Exposed on walls or ceilings

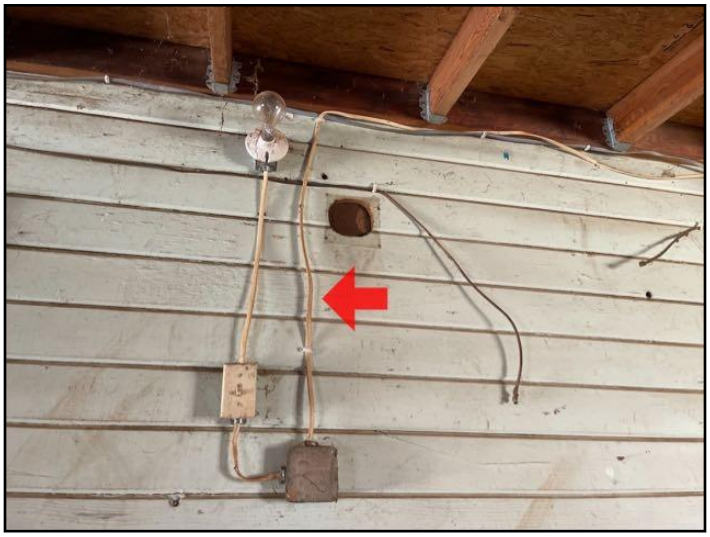
Exposed wires should be in conduit or behind drywall or paneling to protect from mechanical damage. Correction recommended by a licensed contractor.

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*

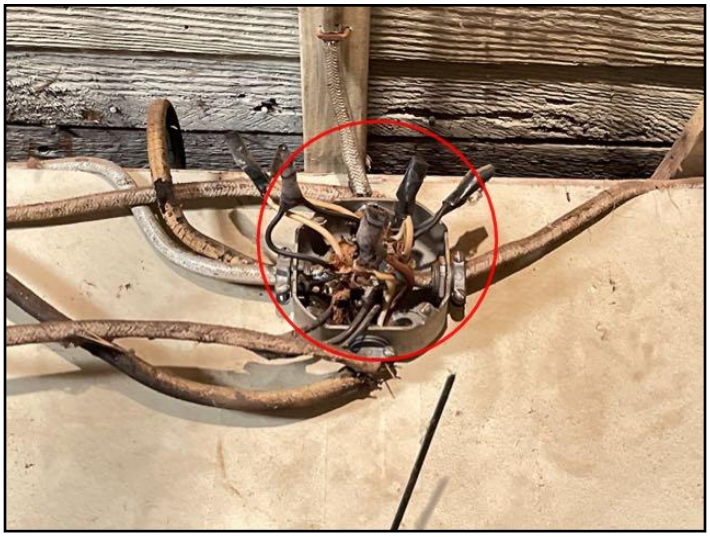
17. Condition: • Overcrowded

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*

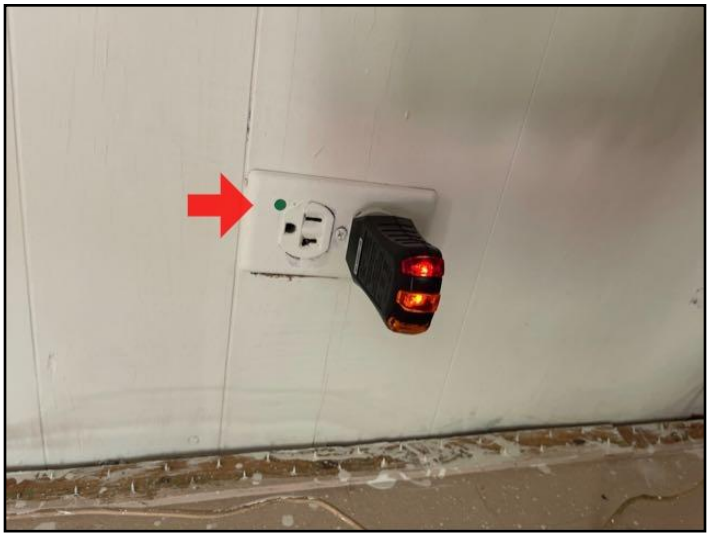
19. Condition: • Hot Neutral Reverse

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)

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)

PLUMBING

5123 Jones St, Mariposa, CA June 23, 2021

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*

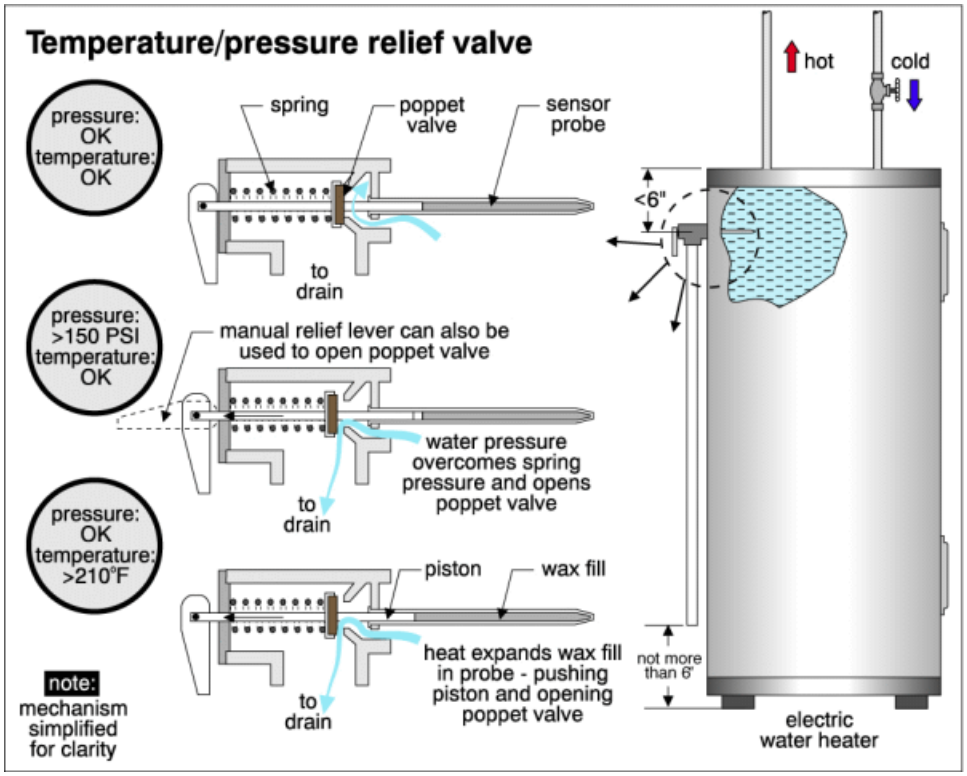
32. Condition: • Copper/Galvanized Connections
Repairs recommended by a licensed contractor.
Location: Attic
Task: Correct
Time: Immediate

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*

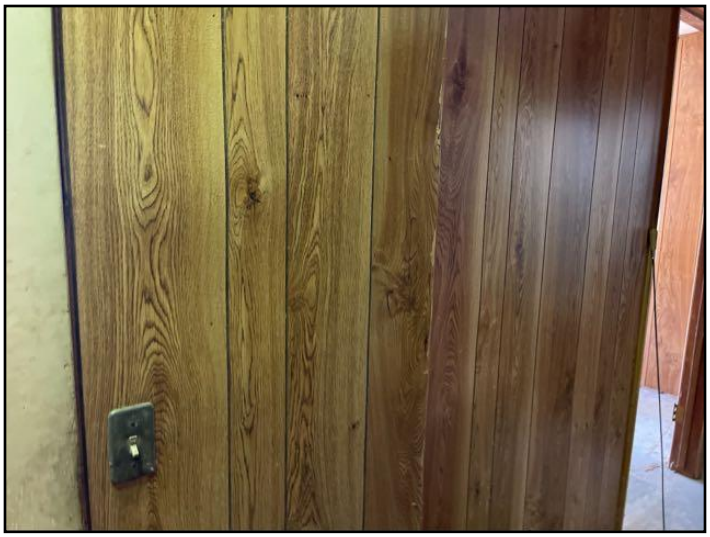
• Vinyl

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

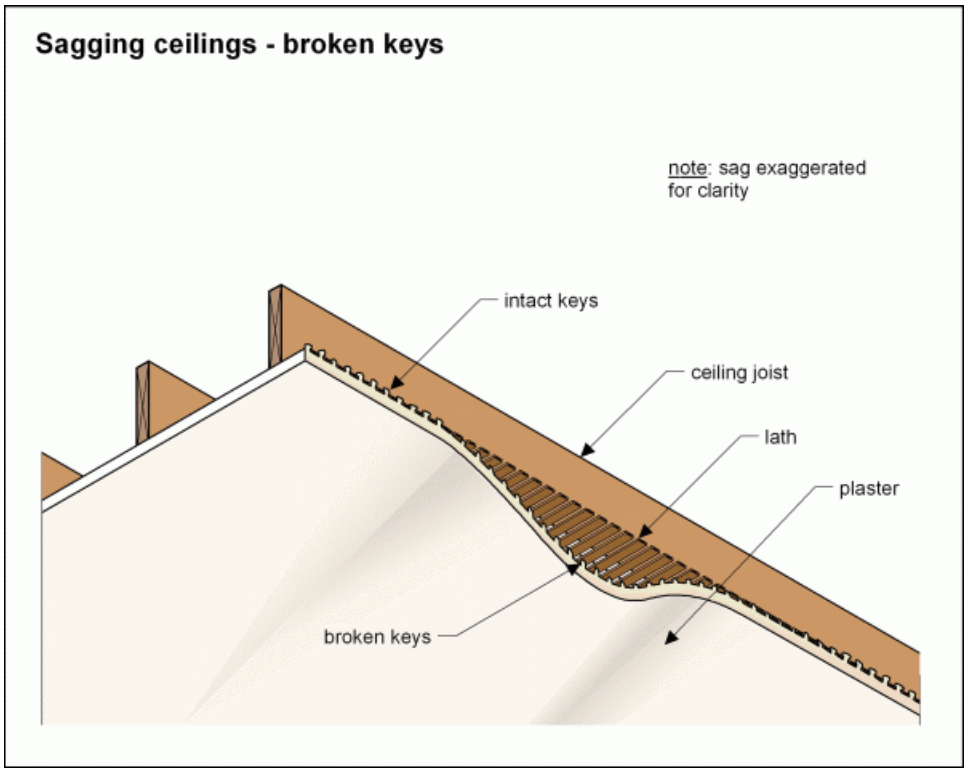
Repairs recommended by a licensed contractor.

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

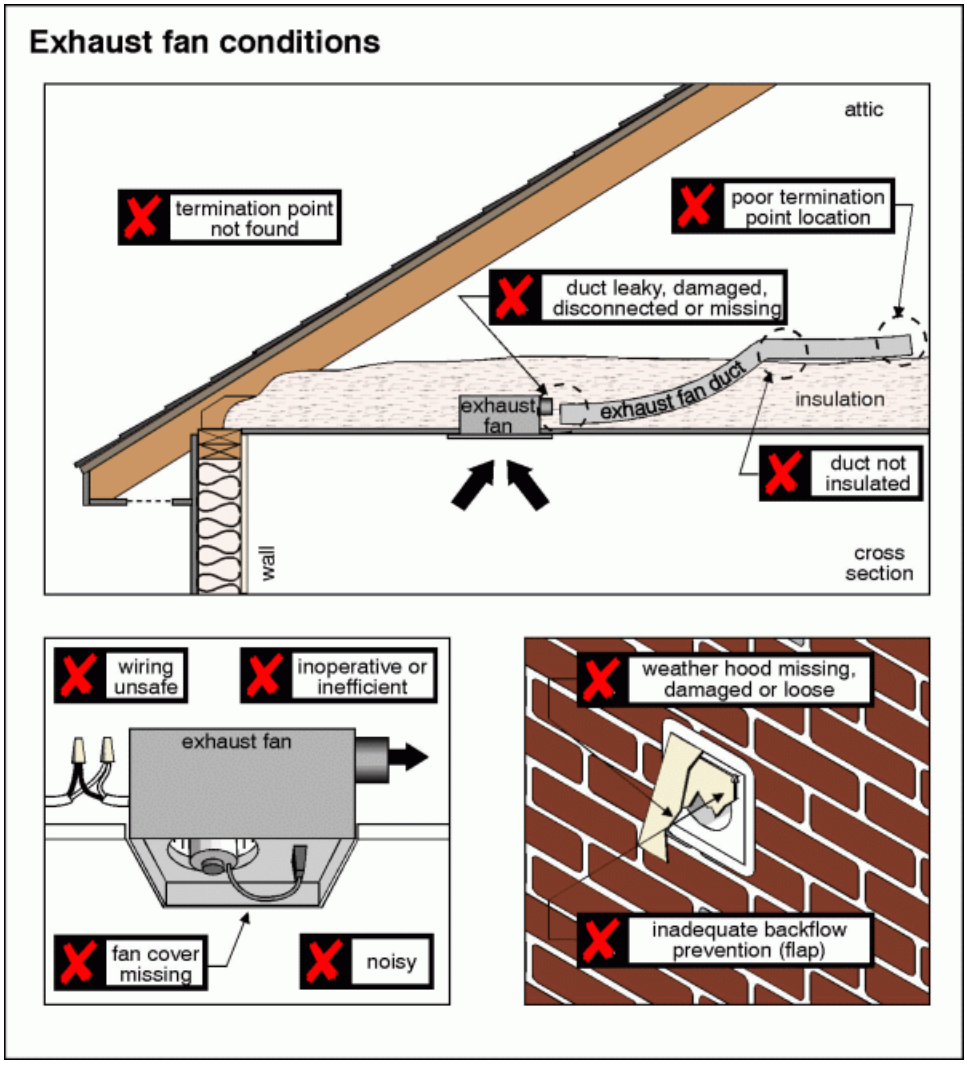
Repairs recommended by a licensed contractor.

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)

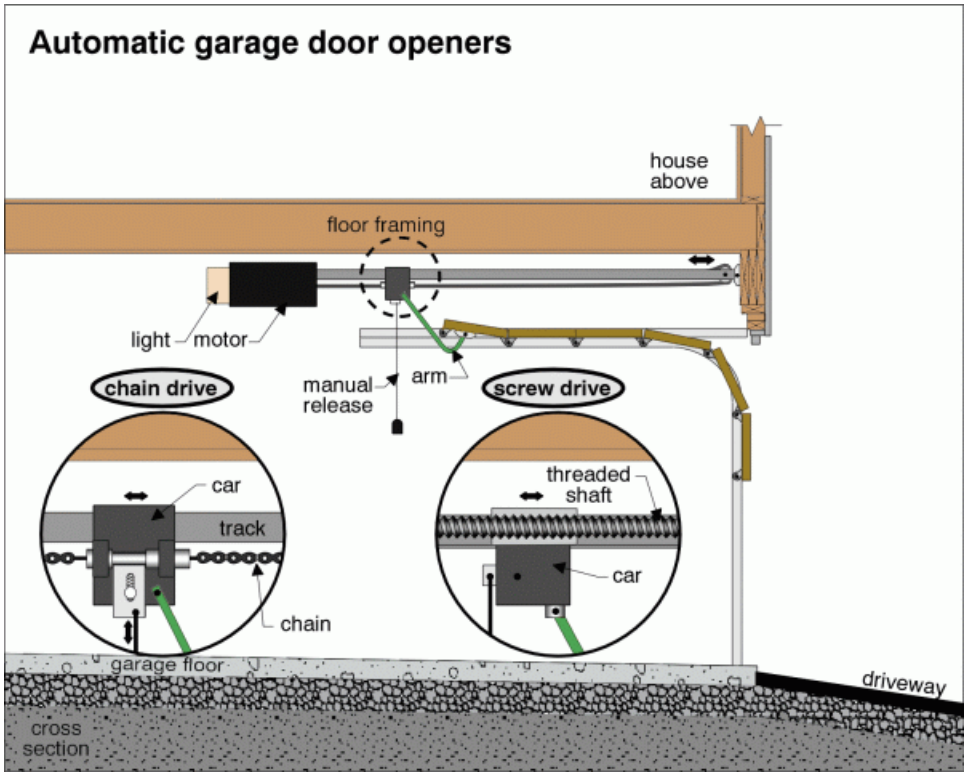
GARAGE \ Vehicle door operators

43. Condition: • Inoperative

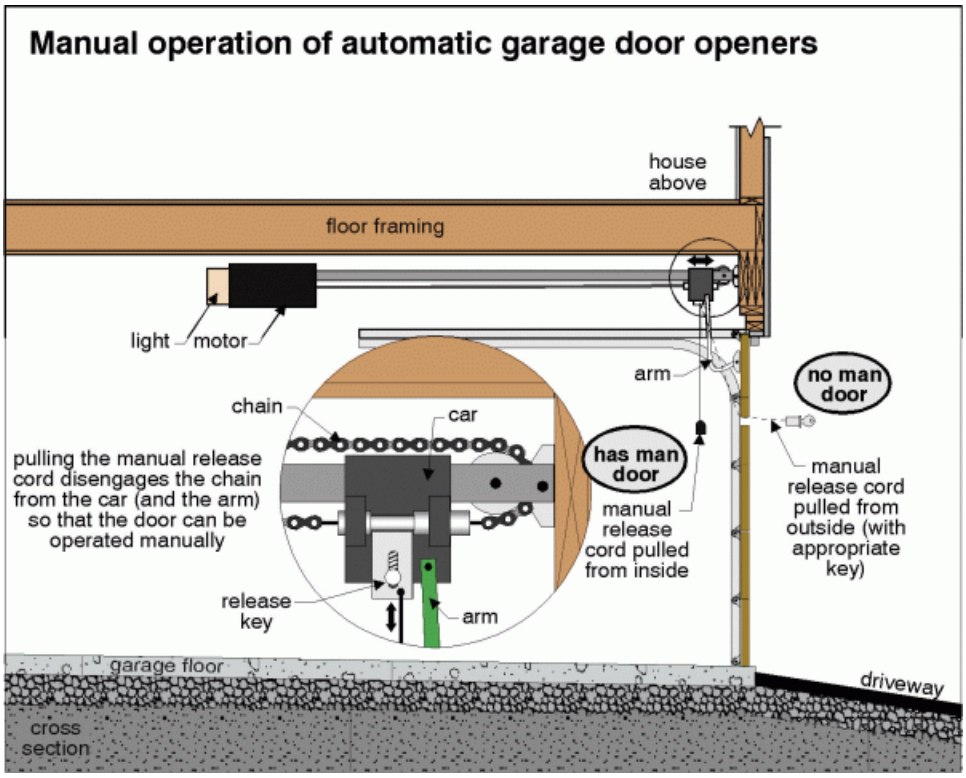
Repairs recommended by a licensed contractor.

Task: Repair or replace

Time: Immediate



Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)



77. *Inoperative*

Attachment: Inspection_5123_Jones_St_2190670 (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

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 PAGE
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

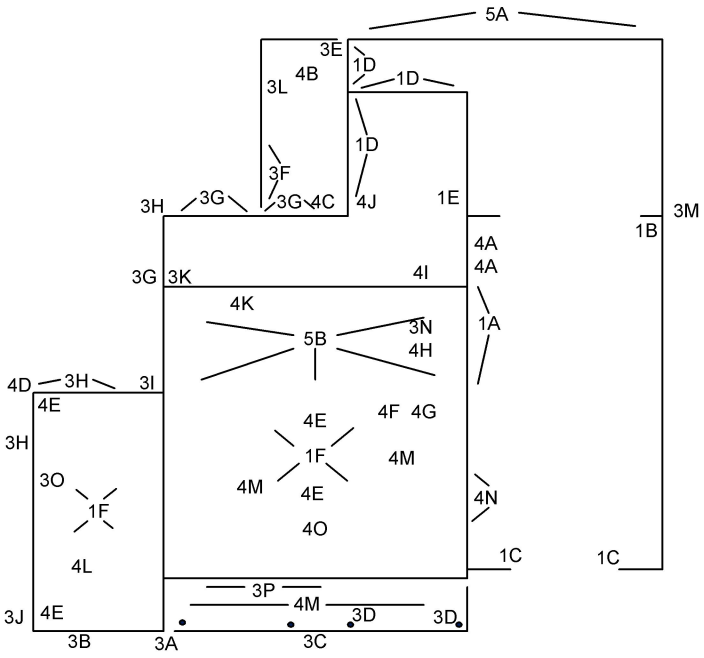
Other Tags Posted:

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

BUILDING NO.	STREET	CITY	ZIP	Date of Inspection	NUMBER OF PAGES
5123	JONES ST	MARIPOSA	95338	06/22/2021	2 of 10

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.

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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.

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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.

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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

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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.

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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: _____

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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

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

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)

<u>Asbestos and Lead Limited Survey</u>: 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

<u>The 9x9 Floor Tile</u> (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%.
<u>The Floor Tile Mastic</u> (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%.
<u>The Vapor Barrier</u> (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)

Asbestos and Lead Limited Survey: Residence, 5123 Jones St.
Mariposa, CA
C65-21

Friable Asbestos

The Acoustic Spray (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)

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:

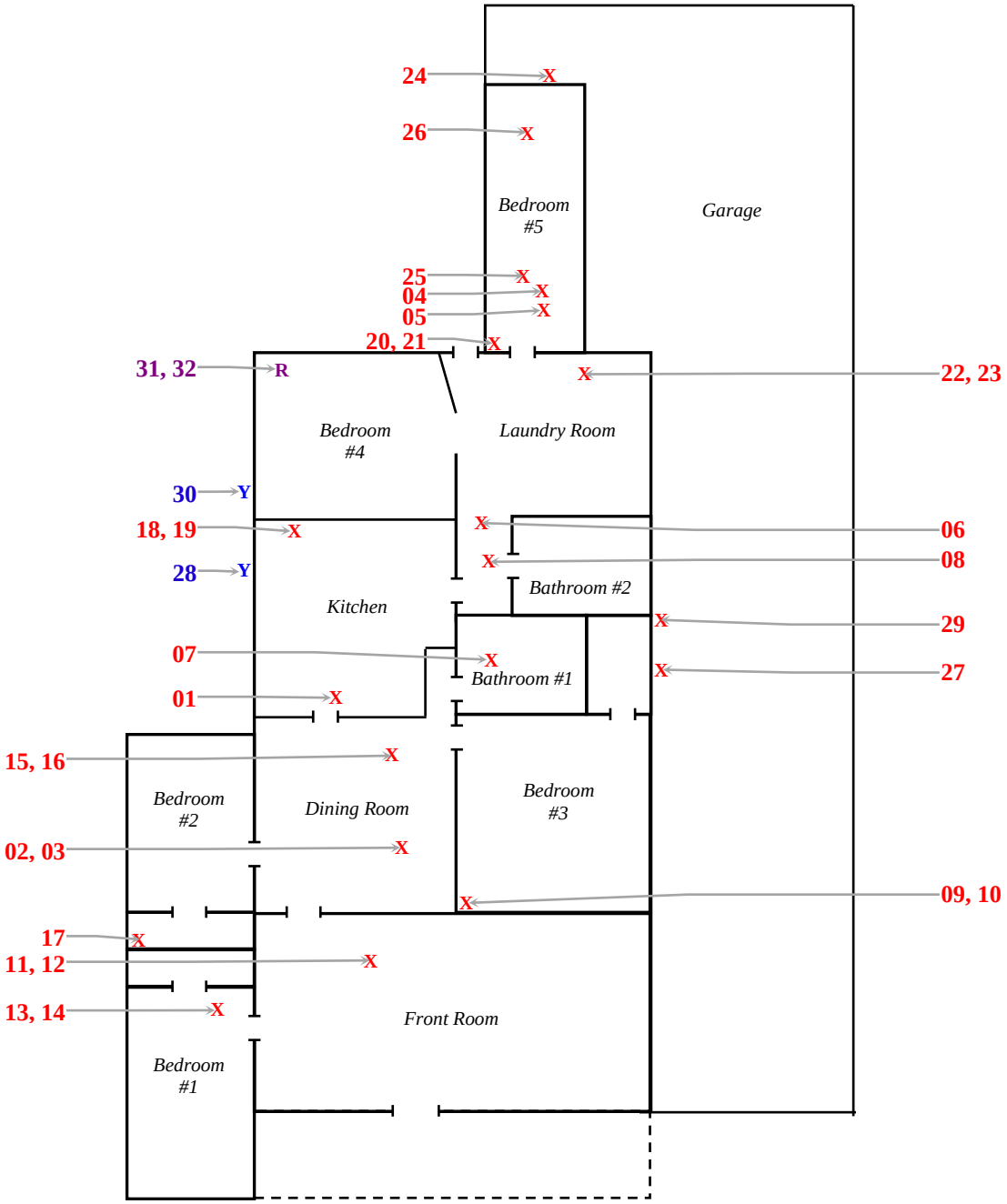
Asbestos Containing Material — ACM (equal to or greater than 0.1% by weight)
Vinyl Asbestos Tile – VAT
No Asbestos Detected--N.A.D or N.D.
Not Sampled—NS

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

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

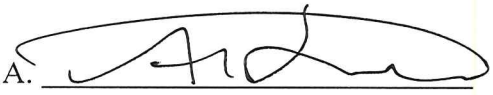
NOTES:

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

Attachment: C65-21 Asbestos and Lead Report- 5123 Jones St, Mariposa, CA (RES-2021-460 : Purchase Sale Agreement 5123 Jones Street)

Leon Environmental Services

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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

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	
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

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

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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

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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

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Tolley Gorham
Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

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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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APPROVED AS TO FORM:

STEVEN W. DAHLEM
COUNTY COUNSEL

EQUAL HOUSING OPPORTUNITY

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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(TDK) (_____) 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.

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(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( )

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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).

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(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)

(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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525 South Virgil Avenue, Los Angeles, California 90020

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

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

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

County Counsel · (209) 966-3222

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Closed Session: Public Employee Discipline, Dismissal, or Release

---

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **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)

[X] **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE** (Government Code Section 54954.5)

[ ] **CONFERENCE WITH REAL PROPERTY NEGOTIATOR**
Description of real property:_____
Agency negotiator: _____
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**

MARIPOSA COUNTY

Administration · 966-3222

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Dallin Kimble, County Administrative Officer

RE: Closed Session - Jones Street Property

[ ] **CONFERENCE WITH LEGAL COUNSEL**:

[ ] **Existing Litigation:**
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] **Anticipated Litigation**
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed: 1

[ ] **CONFERENCE WITH COUNTY LABOR NEGOTIATOR**
Name of Employee Organization:_____
Name of County Designated Representative:_____
Title(s) of unrepresented individuals with whom negotiations are being conducted:_____

[ ] **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**
Description of real property: 5123 Jones Street, Mariposa, CA 95338 or APN 013-112-0030
Agency negotiator: Dallin Kimble, CAO
Negotiating parties: (Specify name of party or parties (not agent)): Gerald Fleming and James Fleming
Closed session will concern: (X) price; ( ) terms of payment; ( ) both.

[ ] **THREAT TO PUBLIC SERVICE FACILITIES**
Name of law enforcement agency involved:_____
Title of officer of law enforcement agency:_____

[ ] **LICENSE/PERMIT DETERMINATION**
License or Permit applied for:_____
Number of license or permit applicants:_____
Name of applicant(s):_____

Agenda Item - No Resolution Requested

RESULT: **CLOSED SESSION HELD**

MARIPOSA COUNTY

Planning · 209-966-5151

RESOLUTION - ACTION REQUESTED

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution)

RECOMMENDATION AND JUSTIFICATION:

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. Action is recommended by the Planning Commission.

See staff report for additional information.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

10/20/20: Resolution No. 2020-629 initiating project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives: Amend text in project. May require sending amendments back to Planning Commission for consideration.

Continue public hearing for additional information.

Negative Action: Do not adopt resolution. No policies or regulations for special event facilities would be established.

ATTACHMENTS:
1 210727 Board Staff Report (PDF)
4 210727 Draft Board Resolution (PDF)
2 Planning Commission Resolution 2021-009 (PDF)
3 210610 Input from Miller_Special Events Facility (PDF)
5 210727 NOE (PDF)
PowerPoint Presentation - Special Event Facilities (PDF)

REF ID# 12014

RESULT: NO ACTION TAKEN

.

MARIPOSA PLANNING STAFF REPORT

From: Sarah Williams, Planning Director

Prepared By: Sarah Williams

Board of Supervisors Meeting Date: July 27, 2021

PROJECT: General Plan/Zoning Amendment No. 2017-084

PROPOSAL: Amend the General Plan to establish policies to allow special event facilities in rural residential areas of the county and amend Title 17, Zoning, to define Special Events and Special Event Facilities and provide permitting provisions and development standards for Special Event Facilities

PROPONENT: County of Mariposa

AMENDMENT AREA: Applies countywide, in rural areas

NOTICING: Gazette Ad: July 8, 2021
Posted Notice: July 12, 2021

BOARD ACTION: The Planning Commission recommends that the Board of Supervisors:

A. Adopt a resolution 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 establishing a one-year grace period for existing facilities to obtain a permit and comply with the standards; and

B. Waive the first reading and introduce an ordinance amending County Code pursuant to County Code Amendment No. 2017-084.

SUMMARY OF AMENDMENT

Currently, the County's General Plan and the zoning ordinance, Title 17, do not address Special Events and Special Event Facilities. Although there are a number of such facilities operating in the County, there is no provision in the County's planning documents to allow them. This amendment would amend Sections 5.3.02(B), 5.3.04(B) and 5.3.05(B) of the General Plan, the Residential, Agriculture/Working Landscape and Natural Resource land use classifications, to provide policies to allow for such uses in these countywide classifications.

The proposal would also amend Section 17.148.010 of Mariposa County Code, to add necessary definitions for Special Events and Special Event Facilities, and add Section 17.108.220 to the Mariposa County Code, to add permitting provisions and development standards for Special Event Facilities.

Attachment: 1 210727 Board Staff Report (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

Attachment: 1 210727 Board Staff Report (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

BACKGROUND

Special events include celebrations, ceremonies, weddings, receptions, business functions, arenas which are used for organized competitive events, special festivals, or similar activities for the benefit of someone other than the property owner. There has been considerable interest over an extended period to address the issue of Special Event Facilities in the County, not only to provide a mechanism to allow new facilities but to establish standards for all such facilities, including those currently operating. Without established authority, it is not possible for Mariposa County Development Services to approve these facilities or issue development permits for permanent facilities to support these venues. Currently, there are under ten such facilities operating in the County of which Development Services has knowledge. The owners/operators of such facilities known to be operating were notified that the County is undertaking this amendment process and invited to provide input.

It should be noted that the adopted Board of Supervisors' resolution initiating the amendment stated that these existing facilities are apparently conducting their business in such a way as to not create significant impacts on surrounding rural residential uses. The Board's resolution also expressed an interest in establishing a reasonable grace period for facilities to come into compliance with the new regulations due to significant economic impacts of COVID-19.

The Board initiated the processing of the amendment on October 20, 2020, with the adoption of Resolution 2020-629.

SPECIFIC TEXT OF PROPOSED GENERAL PLAN AMENDMENT

The text of the proposed amendments is as shown in the Planning Commission resolution, which is included in this staff report as an attachment and the draft Board resolution also included as an attachment.

The following table provides a summary of the standards and permitting process for Special Event Facilities.

Special Events Facilities

	TIER ONE Requires Administrative Use Permit (AUP)	TIER TWO Requires Administrative Use Permit (AUP)	TIER THREE Requires Conditional Use Permit (CUP)
# of People at Event	200 or Fewer	300 or Fewer	500 or Fewer
Parcel Size	10 Acres or More*	20 Acres or More*	40 Acres or More*
Number of Events / Year	18 or Fewer Times (Event can be 2 consecutive days)	18 or Fewer Times (Event can be 2 consecutive days)	To be determined through CUP process

NOTE: All Special Event Facilities must comply with all requirements established in Mariposa County Code Section 17.108.220. These requirements are established to minimize impacts of operation of a special event facility.

*If property owner owns multiple adjacent parcels, then the total acreage of those adjacent parcels may be used to determine the permit process requirements.

As noted in the definitions section, uses that are accessory to a single-family residential use including private parties, private gatherings, and similar private activities that are not subject to a use agreement (or similar document) between a private individual or group and the homeowner are not defined as a special event. Such uses are not subject to the proposed permitting process and standards.

AGENCY COMMENTS

The proposed amendment text, as initiated by the Board of Supervisors on October 20, 2020, was sent to the following agencies for review and comment: county Public Works Department; Environmental Health Unit; County Fire; Building Department; Sheriff's Office; and CAL FIRE.

Comments were received from the Mariposa County Fire Department.

The department recommended the addition of the following regarding the use of temporary membrane structures and tents due to the inherent danger of collapse and/or movement during wind events and/or snow. California Fire Code requires an operational permit and a construction permit for large tents (larger than 26' by 26').

Temporary membrane structures and tents.
A construction and operational permit is required to erect and use an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet (37 m20>).

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Funeral tents and curtains, or extensions attached thereto, when used for funeral services.
3. Tents and awnings open on all sides, which comply with all of the following:
    - Individual tents shall have a maximum size of 700 square feet (65 m2).
    - The aggregate area of multiple tents placed side by side without a fire break clearance of not less than 12 feet (3658 mm) shall not exceed 700 square feet (65 m2) total.
    - A minimum clearance of 12 feet (3658 mm) to structures and other tents shall be maintained.

County Fire's recommendations have been incorporated into the proposed zoning text in a general sense. The section in which they have been incorporated is proposed Section 17.108.220(D)(12) of the proposed ordinance. The precise code requirements for membrane structures and tents will be included in the application packet for special events.

RECOMMENDED FINDINGS OF APPROVAL

Attachment: 1 210727 Board Staff Report (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

Recommended findings for approval are as shown in the Planning Commission resolution the draft Board resolution.

MARIPOSA COUNTY AGRICULTURAL ADVISORY COMMITTEE RECOMMENDATION

The amendment allows the potential for special events and special event facilities to be located in the Agriculture/Working Landscape (Ag/WL) Land Use Classification and the Agriculture Exclusive (AE) Zone. Therefore, the amendment was placed on the Mariposa County Agricultural Advisory Committee's April 8, 2021, agenda for committee review and recommendation. The committee voted unanimously to recommend approval of the amendment with the addition of text to:

- Allow CAL FIRE and the Mariposa County Fire Department the opportunity to review all special event and special event facility applications and apply any conditions to the project to ensure compliance with all applicable fire safe standards.
- State that non-compliance with operational standards and conditions of approval may result in the revocation of the permit to operate the facility.
- Ensure that all applications for special events and special event facilities in the Ag/WL land use classification and /or AE zone are referred to the committee for review and recommendation.

The committee also recommended a fee structure that would be applied to operators of projects to offset costs incurred by the county when a facility is in operation, i.e. law enforcement, fire department and other agency costs.

(NOTE: As stated clearly in the amendment text, although such facilities would be allowed in the AE zone, under no circumstances would they be allowed on land governed by a Land Conservation Act or Williamson Act contract.)

PUBLIC NOTICE

The Board hearing notice with a summary of the proposed code amendment was published in the Mariposa Gazette on July 8, 2021 (1/8th page notice). Notices were also posted in 17 community locations throughout the county and on the county's website on July 12, 2021.

At the time of publication of this staff report staff has received one public comment on the project via email. This email was part of the Commission's packet and is included in the Board's packet. Written comments received after publication of the Staff Report shall be supplied to the Board.

NATIVE AMERICAN NOTIFICATION

Since this project involves a General Plan amendment, the County was required to provide opportunity for Native American tribes on the Mariposa County contact list to request a consultation on the project. The tribe contact list is maintained by the state Native American Heritage Commission.

In accordance with the process mandated by state Government Code Section 64352.3(2), Planning staff mailed certified letters, dated November 18, 2020, to the County's six prescribed Native American contacts notifying them that they had 90 days, until February 15, 2021, to request a

Attachment: 1 210727 Board Staff Report (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

consultation on the project. Planning received five return receipts as of the date of publication of this staff report (meaning 5 Native American contacts received the request for consultation). No Native American contacts requested a consultation on the project.

PLANNING COMMISSION ACTION

The Mariposa County Planning Commission held a public hearing on the project on June 25, 2021. The Commission considered the staff report prepared by staff as well as the recommendation of the Mariposa County Agricultural Advisory Committee and public comments received. As part of their action to recommend the Board approve the project, the Commission recommended two changes to the text of the proposed ordinance. The Commission recommended adding the Mountain Preserve zone to the list of zones where Special Event and Special Event facilities can be considered for location. The Commission also recommended changing the wording of the first sentence of proposed Section 17.108.220(G)(1) relating to the annual reporting and monitoring of events from *"On a yearly basis, by the 30th day of February…"* to *"On a yearly basis, by the last day of February…"*

The Planning Commission also considered the Board's interest in establishing a reasonable grace period for existing facilities to come into compliance with the new regulations following completion of the ordinance adoption process. The Commission recommends that existing special events facilities operating regularly prior to the effective date of the special events ordinance adopted pursuant to General Plan/Zoning Amendment No. 2017-084 be allowed one year from the effective date of the ordinance to complete the process of obtaining a permit to comply with the standards of the ordinance. Compliance with development standards established by the ordinance will have to be achieved to complete the process of obtaining a permit.

FINAL ACTION ON PROJECT

If the Board takes action to approve the project at the first hearing, a second reading of the ordinance will be scheduled. The second reading of the ordinance approving the amendment to county code will occur two weeks following. The ordinance is effective thirty (30) days after the second reading. Once the code amendment becomes effective, the process is final.

Attachments:

- Planning Commission Resolution 2021-009
- Comments Received
- Draft Board Resolution
- Notice of Exemption

- ~~Draft Ordinance~~

Attachment: 1 210727 Board Staff Report (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

Attachment: 4 210727 Draft Board Resolution (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

DRAFT

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

Resolution
No 2021-

A Resolution approving General Plan/Zoning Amendment No. 2017-084 to Add Policies, Permitting Provisions and Development Standards for Special Event Facilities in Rural Areas and establishing a One Year Grace Period for Existing Facilities to Obtain a Permit and Comply with the Standards

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WHEREAS, there is an established need in Mariposa County for facilities at which limited special events can be conducted; and

WHEREAS, special events include celebrations, ceremonies, weddings, receptions, business functions, arenas which are used for organized competitive events, special festivals or similar activities for the benefit of someone other than the property owner; and

WHEREAS, the General Plan does not contain policies for special event facilities; and

WHEREAS, the Zoning Ordinance does not contain land use allowances or development standards for special event facilities; and

WHEREAS, there are special event facilities which are operating in the rural areas of the county; and

WHEREAS, without established authority, it is not possible for Mariposa County Development Services to approve these facilities or issue development permits for permanent facilities to support these venues; and

WHEREAS, these existing facilities are apparently conducting their business in such a way as to not create significant impacts on surrounding rural residential uses; and

WHEREAS, the parcel size and operational characteristics of these existing facilities were considered; and

WHEREAS, it is critically important that code provisions ensure that facilities are estabished and operated to be compatible in rural residential areas.

WHEREAS, this project is known as General Plan/Zoning Amendment No. 2017-084; and

WHEREAS, the Agricultural Advisory Committee considered this project at a duly noticed public meeting on the 8th day of April 2021 and recommended approval of the amendment with changes to the text which have been incorporated into the amendment; and

WHEREAS, the Agricultural Advisory Committee also recommended the establishment of a fee structure to be applied to such facilities in order to offset the costs incurred by the County when a facility is in operation, i.e. law enforcement, fire department, other agency costs; and

WHEREAS, a duly noticed Planning Commission public hearing on the project was scheduled for the 25th day of June 2021; and

WHEREAS, a Staff Report was prepared pursuant to the California Government Code, Mariposa County Code, and local administrative procedures; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report packet and testimony presented by the public, the recommendation of the Agricultural Advisory Committee, and the draft Notice of Exemption; and

WHEREAS, the Planning Commission did recommend that the Board of Supervisors approve General Plan/Zoning Amendment No. 2017-084 with findings, including a finding the project is exempt from environmental review; and

WHEREAS, the Planning Commission also recommended two changes to the text of the amendments; and

WHEREAS, the Planning Commission recommended that the Board of Supervisors establish a time frame of one year for existing special events facilities operating regularly prior to the effective date of the special events ordinance adopted pursuant to General Plan/Zoning Amendment No. 2017-084 to complete the process of obtaining a permit to comply with the standards of the ordinance. Compliance with development standards established by the ordinance will have to be achieved in order to complete the process of obtaining a permit; and

WHEREAS, a duly noticed Board of Supervisors' public hearing was scheduled for the 27th day of July 2021; and

WHEREAS, a Staff Report was prepared pursuant to California Government Code, Mariposa County Code, and local administrative procedures; and

WHEREAS, the Board of Supervisors did hold a public hearing on the noticed hearing date and considered all the onfirmation in the public record, including the staff report packet and testimony.

NOW BE IT THEREFORE RESOLVED THAT the Board of Supervisors of the County of Mariposa does hereby approve General Plan/Zoning Amendment No. 2017-084; with recommended findings, including a finding the project is exempt from environmental review. The amended text is as follows:

Attachment: 4 210727 Draft Board Resolution (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

1. Section 5.3.02(B) of the General Plan, the Residential Land Use Classification; Section 5.3.04(B) of the General Plan, the Agriculture/Working Landscape Land Use Classification; and Section 5.3.05(B) of the General Plan, the Natural Resource Land Use Classification as shown in Exhibit 1

2. Section 17.148.010 of Mariposa County Code, to add necessary definitions as shown in Exhibit 2, and

3. Section 17.108.220 to the Mariposa County Code, to add permitting provisions and development standards for Special Event Facilities as shown in Exhibit 3.

BE IT THEREFORE FURTHER RESOLVED THAT the Board of Supervisors directs staff to file a Notice of Excmption for the project.

BE IT THEREFORE FURTHER RESOLVED THAT the Board of Supervisors establishes a grace period of one year for existing special events facilities operating regularly prior to the effective date of the special events ordinance adopted pursuant to General Plan/Zoning Amendment No. 2017-084 to complete the process of obtaining a permit to comply with the standards of the ordinance. Compliance with development standards established by the ordinance will have to be achieved in order to complete the process of obtaining a permit.

BE IT THEREFORE FINALLY RESOLVED THAT project approval is based on the following findings supported by substantial evidence in the public record:

1. **Finding:** The amendment is in the general public interest, and will not have a significant adverse effect on the general public health, safety, peace, and welfare.

   Evidence: The amendment promotes the general public health, safety, peace, and welfare. The amendment is in the general public interest in that it provides a clear and comprehensible process for the establishment of Special Event Facilities in rural areas of the County while ensuring that the facilities are compatible with the rural neighborhoods in which they will be located. The amendment merely establishes the process by which such facilities can be sited. No specific project is considered as part of this amendment. Proposed facilities meeting defined thresholds will be subject to public permitting processes and environmental review, thus ensuring that public health, safety, peace, and welfare is protected.

2. **Finding:** The amendment is desirable for the purpose of improving the Mariposa County General Plan with respect to providing a long term guide for county development and a short term basis for day-to-day decision making.

   Evidence: The amendment is consistent with the Mariposa County General Plan. The project involves a general plan amendment. When the amendment text is incorporated into the General Plan, it will be a clear statement of policy

Attachment: 4 210727 Draft Board Resolution (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

that will help guide development in the county. It not only allows consideration of Special Event Facilities to serve the local population, but that also have the potential to enhance the visitor economy. Section 6.1.05 – *Enhancing the County's Economic Sectors*, in the Economic Development element in the General Plan, states in part: *"Expanding the visitor economy is an important short-term economic strategy. This expansion will be accomplished through a number of different efforts, but the primary goals are to extend the "season" from five to nine months or longer, increase lengths of stay and room occupancy rates, and make Mariposa County, outside Yosemite National Park, a major destination fo visitor activities."* Larger Special Event Facilities will contribute to the visitor economy. The amendment provides a long term guide for economic development in the county and a short term basis for day-to-day decision making through a clear, comprehensible and public permitting process.

3. **Finding:** That amendment conforms to the requirements of state law and county policy.

   Evidence: This project has been processed in accordance with State law and county policy, including consultation with local agencies, and public noticing. The project involves a general plan amendment and Native American consultation was sought pursuant to state Government Code.

4. **Finding:** The amendment is consistent with other guiding policies, goals, policies, and standards of the Mariposa County General Plan.

   Evidence: The amendment is consistent with the goals, policies and standards in the county's General Plan. The General Plan contains goals, policies and implementation measures that promote the maintenance of the county's rural character. It also contains goals, policies and implementation measures that promote economic development and job creation. The amendment, which will allow consideration of Special Event Facilities in rural areas of the county, addresses both sets of standards. It will promote economic development and job creation, while protecting the county's rural character through implementation of defined operational standards.

5. **Finding:** County Code Amendment No. 2017-084 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) – common sense exemption – (there is no possibility the activity in question may have a significant effect on the environment), CEQA Guidelines. The amendment merely establishes policy in the General Plan to allow consideration of Special Event Facilities in the rural areas of the county, and adds definitions for Special Events and Special Event Facilities and permitting provisions and development standards for such facilities to county code. The amendment does not propose a specific development project.

Attachment: 4 210727 Draft Board Resolution (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

ON MOTION BY Supervisor , seconded by Supervisor , this resolution is duly passed and adopted this 27th day of July 2021 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____

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: 4 210727 Draft Board Resolution (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

Exhibit 1

(New text shown in *italicized, underlined* type)

Amend text in Section 5.3.02(B) of the General Plan Residential Land Use Classification

B. Extent of Uses

Residential land uses include single-family dwellings, vacation homes, and agriculture. Typical accessory uses are related to personal recreation, home-based business activities, other uses related to agriculture, and uses consistent with rural character. Churches and mining are allowed subject to a discretionary permit. *Special event facilities meeting defined thresholds as described in county code are allowed subject to a discretionary permit.*

Amend text in Section 5.3.04(B) of the General Plan Agriculture/Working Landscape Land Use Classification

B. Extent of Uses

The primary uses in the Agriculture/Working Landscape land use classification include single-family dwellings on large parcels, agritourism uses in conjunction with the primary agriculture production use of the property, agriculture and timber production and harvesting. Secondary or accessory uses which may be permitted with an appropriately-noticed public review process include feed lots, lumber mills, mining and other uses associated with the primary uses that are known to have characteristics which require site specific compatibility review. Lands under Williamson Act contract are subject to the terms and conditions of the contract.

In addition to the traditional uses within the classification, the County permits through a discretionary review (conditional use permit) churches, and organizational camps. *Special event facilities meeting defined thresholds as described in county code are allowed subject to a discretionary permit.* In addition, the County permits through a discretionary review (conditional use permit) the creation of resort or visitor uses, which are secondary to the primary uses of agriculture and timber production. Agritourism is a permitted use when in conjunction with the primary agriculture production use of the property. Such agritourism uses support the County's goal of encouraging agriculture and regional visitor businesses. Review criteria for the agritourism use will include but not be limited to biosecurity, compatibility for neighboring agriculture uses, and availability of proper infrastructure. A reclassification to Rural Economic/Resort is required to approve a resort or visitor-oriented ranch as the primary use in the Agriculture/Working Landscape land use classification. Agritourism uses in the Agriculture/Working Landscape should be compatible with the surrounding primary uses.

Attachment: 4 210727 Draft Board Resolution (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

Amend text in Section 5.3.05(B) of the General Plan Natural Resource Land Use Classification

B. Extent of Uses

The primary uses in the Natural Resource land use classification include lands in public ownership, single-family dwellings on large parcels of 40 acres or greater in size, ranches, farms, vineyards, public access, timber management and harvesting, natural resourcecompatible recreation access, and land conservation uses or easements. An ecotourism resort or mining project may be permitted with a discretionary approval. Churches and organizational camps are allowed subject to a discretionary permit. *Special event facilities meeting defined thresholds as described in county code are allowed subject to a discretionary permit.*

Attachment: 4 210727 Draft Board Resolution (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

Attachment: 4 210727 Draft Board Resolution (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

Exhibit 2

Chapter 17.148

DEFINITIONS

Sections:

17.148.010 Definitions of terms and phrases.

17.148.010 Definitions of terms and phrases.

The following terms and phrases shall be used in this title and are listed alphabetically:

Add two new definitions to Section 17.148.020 as follows (all other definitions remain unchanged):

Special Event:

A Special Event is a celebration, ceremony, wedding, reception, business function, arenas which are used for organized competitive events, seasonal festival, or similar activity for the benefit of someone other than the property owner that takes place on a periodic basis, involving the gathering of individuals assembled for the common purpose of attending a special event. The maximum number of guests or attendees at a special event shall not exceed 500 persons at any one time. Uses that are accessory to a single-family residential use including private parties, private gatherings, and similar private activities that are not subject to a use agreement (or similar document) between a private individual or group and the homeowner are not defined as a special event.

Special Event Facility:

A Special Event Facility is a facility where special events are permitted to occur. Special Event Facilities are subject to a use agreement (or similar document) between a private group or individual and the facility owner. The facility owner may or may not charge a fee for the use of the facility such as for a fundraiser for a charitable non-profit organization. Facilities may be located entirely within a structure, outside of a structure, or both inside and outside a structure. Facilities must include improvements or provisions to accommodate special events.

Exhibit 3

Chapter 17.108

SUPPLEMENTARY STANDARDS

Sections:

Add new Section 17.108.220 to Chapter 17.108 as follows (all other text in this chapter remains unchanged):

17.108.220 Special Event Facilities.

The purpose of this section is to establish a process through which special event facilities, as defined in this title, can be located in rural areas of the County while also protecting the rural character of surrounding communities and areas.

A. Applicability: Special event facilities as defined in Chapter 17.148 of this title are allowed in the MH, MT, MG, MP and GF zones subject to the limits and standards set forth in this section. Such uses are also allowed in the AE zone, subject to the limits and standards set forth in this section, except such uses are not allowed on parcels encumbered by a Land Conservation Act (LCA) or Williamson Act contract.

B. Permit Process Requirements:

1. Administrative Use Permit: Special Events occurring eighteen (18) or fewer times per calendar year for no more than two consecutive days per event are subject to the issuance of an administrative use permit as described in Chapter 17.114 of this title, and the following restrictions:

a. Events involving two hundred (200) or fewer guests or attendees at any time during the event may be allowed on parcels of ten (10) acres or more in size.

b. Events involving three hundred (300) or fewer guests or attendees at any time during the event may be allowed on parcels of twenty (20) acres or more in size.

2. Conditional Use Permit: Special Events involving five-hundred (500) or fewer guests or attendees at any time during the event, and located on parcels of forty (40) acres or more in size are subject to the issuance of a conditional use permit as described in Chapter 17.112 of this title. The conditional use permit shall determine the appropriate limits on the number of events to be held annually.

3. Parcel Size Requirements: No events are allowed on parcels less than ten (10) acres in size, however if the property owner owns multiple adjacent parcels, then the total acreage of

Attachment: 4 210727 Draft Board Resolution (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

those adjacent parcels may be used to determine the permit process and occupancy limits.

4. The number of days of operation and numbers of guests or attendees described in the permitting processes above do not apply to annual or one-time events regulated through the Public Assemblage Permit Process as described in Chapter 8.28 of this code.

5. Pursuant to County Code, Section 17.148.010 Definitions, uses that are accessory to a single-family residential use including private parties, private gatherings, and similar private activities that are not subject to a use agreement (or similar document) between a private individual or group and the homeowner are not defined as a special event and not subject to the requirements established by this section.

6. The Mariposa County Agricultural Advisory Committee shall review and make a recommendation on proposed projects within the Agriculture/Working Landscape Land Use Classification and/or the Agriculture Exclusive Zone.

C. Application: A conditional use permit or administrative use permit application shall include the following items:

1. Detailed site plan showing location of all existing and proposed structures and facilities on the site, including parking and driveway areas, exterior lighting, restrooms or areas for porta-potties, and any proposed temporary structures such as tents, stages, and dance floors.

2. Description of the range of uses proposed and projected times and days of the week of operation.

3. Map showing the location and distance of the facility to the nearest surrounding sensitive receptors such as single-family residences and other housing types, and the location and description of the width and surfacing of roadway(s) that access the site up to the nearest major collector or arterial. If any of the access roadways are not maintained by the state or county, the application shall include information regarding any entities responsible for road maintenance.

4. Traffic management plan that includes the following:

a. Ingress and egress locations and provisions for the unimpeded movement of emergency vehicles;

b. Provisions for ensuring the orderly and safe arrival, parking, and departure of all vehicles and ensuring that traffic will not back-up or block private easements, county roads, intersections, state highways, or private driveways;

c. The location of any temporary directional signs on driveway entrances and within parking lots to ensure the orderly flow of traffic; and

Attachment: 4 210727 Draft Board Resolution (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

d. Provisions for dust management.

5. Sources and types of noise generation, expected decibel levels at property lines from all special event activities, and noise attenuation strategies.

6. Information regarding food and beverages to be prepared and/or sold and/or distributed at the special events.

7. Information regarding public health and sanitation facilities, including restrooms or porta-potties, drinking water, recycling areas, hand washing stations and solid waste storage and disposal.

8. Fire safety provisions including limitations or allowances for open fires, fireworks, and outdoor cooking; safety for power generators; areas for mowing or weed eating; and posted emergency procedures.

9. Human health and safety including availability of a land line phone, on-site security and ambulance availability.

10. Name and contact information for person(s) responsible during events.

11. Any other information necessary to determine compliance with the standards established herein.

D. Operational Standards:

The following standards are minimum requirements that may be made more stringent by conditions of approval adopted through the AUP and CUP processes. It is the business owner's responsibility to ensure his/her/their facility continuously complies with all requirements of this section and all requirements established by conditions of approval, and that the operation of the facility does not create nuisances to off-site property owners.

1. Except for multi-day or multi-weekend events such as seasonal pumpkin patch/harvest festivals in which AUP or CUP conditions of approval will determine days of operation, activities at a special event facility are limited to two (2) days, not including set-up and take down days, and the event duration per day shall not exceed twelve (12) hours. Activities involving amplified sound shall not commence prior to 9:00 a.m. and shall conclude no later than 10:00 p.m. Overnight camping associated with the event, on dry camp sites, may be allowed and may be subject to a Special Occupancy Park permit from the California Department of Housing and Community Development. Pursuant to applicable regulations in this Title, a maximum of two (2) vacation rentals may also be developed in conjunction with the special event facility.

2. Noise: Based upon information contained in the Mariposa General Plan Volume III Technical Background Reports regarding normally acceptable noise levels in low density residential areas, noise generated by, and for the duration of, a

Attachment: 4 210727 Draft Board Resolution (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

special event, including amplified sound, shall not exceed 60 decibels at all property lines, unless an alternative limit is established through an AUP or CUP. Should three (3) or more complaints be submitted regarding noise generated by an event facility, the county may require the facility's operator to provide a study, including recommendations for noise attenuating measures, by a qualified acoustical consultant. The county shall have the authority to implement the recommendations of the consultant.

3. Access: All roadways from the nearest major collector or arterial serving the special event site shall meet the "Adequate Capacity" requirements of the Mariposa County General Plan as described in the Mariposa County Road Improvement and Circulation Policy. Access shall also comply with State Fire Safe Regulations, including maximum allowed dead-end road length, turnarounds and turnouts.

4. Driveways: On-site driveways from the nearest intersecting roadway shall be a minimum of twelve feet (12') wide if one-way traffic is proposed, and a minimum of eighteen feet (18') if two-way traffic is proposed. Driveways shall also comply with State Fire Safe Regulations, including maximum allowed dead-end road length, turnarounds and turnouts.

5. Parking: The number of parking spaces shall be one (1) space per four (4) seats or one (1) space per four (4) people based on maximum occupancy of the event, whichever is greater.

a. Aisle widths and parking lot layout within the parking areas shall conform to the dimensional standards shown in Section 17.336.030(C)(3) of this title. As an alternative, an engineered plan may be proposed.

6. Public Health: Special event facilities shall provide a potable domestic water supply and an on-site sewage disposal or sewer service connection necessary to accommodate all special events in accordance with the requirements of the Mariposa County Health and Human Services Agency – Environmental Health Unit. Bottled water and/or porta-potties may be provided to meet this requirement on a temporary basis, as approved by Environmental Health.

7. Setbacks: Setbacks for all structures, permanent and temporary, and for all facilities associated with the event venue shall be a minimum of fifty (50) feet from property lines and adjoining road easements.

8. Lighting: All new exterior/outdoor lighting shall comply with International Dark Sky Standards and shall be located, adequately shielded, and directed so that no direct light falls outside the property line, or onto the public roadway.

9. Signage: All permanent and temporary signage shall comply with Section 17.108.190 of this title.

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10. Dust control: Fugitive dust shall be minimized by reducing vehicle speeds on driveways and parking areas on the project site, and, during visibly dry conditions, the application of water or other approved dust palliative. Paving or an appropriate depth of gravel may also be provided.

11. Liability insurance: Adequate liability and property damage insurance or bonding shall be provided.

12. Building occupancy: All buildings and structures proposed to be used as part of the event venue shall have obtained the required permit(s) for occupancy, including all construction and operational permits for the use of tent structures larger than 26' by 26' and for the use of air-supported temporary membrane structures, temporary stage canopies or tents having an area in excess of 400 square feet, unless the structure meets a criterion for exception.

13. Accessibility for disabled persons: All requirements of California Building Code and applicable accessibility laws shall be met for the facility.

12. Other permits shall be obtained as required, including but not limited to a Building Permit, a Grading Permit, an Air Pollution Control Permit, a CA ABC permit, a Food Facilities permit, and/or a commercial encroachment permit.

13. Fire Safe Standards: Projects shall implement all fire safe standards required by CAL FIRE and the Mariposa County Fire Department.

14. Non-compliance with operational standards or conditions of approval adopted for a project may result in the revocation of the permit to operate the facility.

E. Operational standards specific to the AE zone:

1. Special events facilities shall not be permitted on AE zoned properties where no residential use exists on the property.

2. Special event facilities shall not convert agricultural land to an alternative use for the purpose of developing or expanding a special event facility.

F. Public Noticing:

1. In addition to the public hearing noticing requirements for a conditional use permit project contained in Section 17.132.020 of this title, hearing notices shall be sent to the owners of all properties located on any non-county roadway that serves the subject property, from the nearest county road and/or major collector or arterial.

2. In addition to the public notification requirements contained in Section 17.08.120(D) of this title, approval of an AUP shall be noticed to the owners of all properties located within six-hundred (600) feet of the subject property and the owners of

Attachment: 4 210727 Draft Board Resolution (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

all properties located on any non-county roadway that serves the subject property, from the nearest county road and/or major collector or arterial.

G. Annual Reporting and Monitoring of Events:

1. On a yearly basis, by the last day of February, the owner or manager of a special event facility shall provide to the planning department on a county-approved form confirmation that the establishment and its operation comply with the requirements of this section. The report shall provide numbers of events held and attendance at events during the prior calendar year.

2. The owner or manager of a special event facility shall keep records of events and attendance, and shall provide that information to the county upon request at any time during the calendar year (to verify compliance with the requirements of this section).

Attachment: 4 210727 Draft Board Resolution (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
PLANNING COMMISSION

Resolution
No 2021-009

A Resolution Recommending that the Board of Supervisors approve General Plan/Zoning Amendment No. 2017-084 to Add Policies, Permitting Provisions and Development Standards for Special Event Facilities in Rural Areas

---

WHEREAS, there is an established need in Mariposa County for facilities at which limited special events can be conducted; and

WHEREAS, special events include celebrations, ceremonies, weddings, receptions, business functions, arenas which are used for organized competitive events, special festivals or similar activities for the benefit of someone other than the property owner; and

WHEREAS, the General Plan does not contain policies for special event facilities; and

WHEREAS, the Zoning Ordinance does not contain land use allowances or development standards for special event facilities; and

WHEREAS, there are special event facilities which are operating in the rural areas of the county; and

WHEREAS, without established authority, it is not possible for Mariposa County Development Services to approve these facilities or issue development permits for permanent facilities to support these venues; and

WHEREAS, these existing facilities are apparently conducting their business in such a way as to not create significant impacts on surrounding rural residential uses; and

WHEREAS, the parcel size and operational characteristics of these existing facilities were considered; and

WHEREAS, it is critically important that code provisions ensure that facilities are estabished and operated to be compatible in rural residential areas.

WHEREAS, this project is known as General Plan/Zoning Amendment No. 2017-084; and

WHEREAS, the Agricultural Advisory Committee considered this project at a duly noticed public meeting on the 8th day of April 2021 and recommended approval of the amendment with changes to the text which have been incorporated into the amendment; and

WHEREAS, the Agricultural Advisory Committee also recommended the establishment of a fee structure to be applied to such facilities in order to offset the costs incurred by the County when a facility is in operation, i.e. law enforcement, fire department, other agency costs; and

Attachment: 2 Planning Commission Resolution 2021-009 (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities

WHEREAS, a duly noticed Planning Commission public hearing on the project was scheduled for the 25th day of June 2021; and

WHEREAS, the Planning Commission did hold a public hearing on the noticed date and considered all of the information in the public record, including the Staff Report packet and testimony presented by the public, and the recommendation of the Agricultural Advisory Committee.

NOW BE IT THEREFORE RESOLVED THAT, the Planning Commission does hereby recommend that the Board of Supervisors adopt a resolution approving an amendment to the Mariposa County General Plan pursuant to General Plan/Zoning Amendment No. 2017-084; with recommended findings, including a finding the project is exempt from environmental review; and waive the first reading and introduce an ordinance amending County Code pursuant to General Plan/Zoning Amendment No. 2017-084; action includes findings. The recommended amendment text is as follows:

1. Section 5.3.02(B) of the General Plan, the Residential Land Use Classification; Section 5.3.04(B) of the General Plan, the Agriculture/Working Landscape Land Use Classification; and Section 5.3.05(B) of the General Plan, the Natural Resource Land Use Classification and as shown in Exhibit 1,

2. Section 17.148.010 of Mariposa County Code, to add necessary definitions as shown in Exhibit 2, and

3. Section 17.108.220 to the Mariposa County Code, to add permitting provisions and development standards for Special Event Facilities as shown in Exhibit 3.

BE IT THEREFORE FURTHER RESOLVED THAT the recommendation for project approval is based on the following recommended findings supported by substantial evidence in the public record:

1. **Finding:** The amendment is in the general public interest, and will not have a significant adverse effect on the general public health, safety, peace, and welfare.

   Evidence: The amendment promotes the general public health, safety, peace, and welfare. The amendment is in the general public interest in that it provides a clear and comprehensible process for the establishment of Special Event Facilities in rural areas of the County while ensuring that the facilities are compatible with the rural neighborhoods in which they will be located. The amendment merely establishes the process by which such facilities can be sited. No specific project is considered as part of this amendment. Proposed facilities meeting defined thresholds will be subject to public permitting processes and environmental review, thus ensuring that public health, safety, peace, and welfare is protected.

Attachment: 2 Planning Commission Resolution 2021-009 (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities

2. **Finding:** The amendment is desirable for the purpose of improving the Mariposa County General Plan with respect to providing a long term guide for county development and a short term basis for day-to-day decision making.

   Evidence: The amendment is consistent with the Mariposa County General Plan. The project involves a general plan amendment. When the amendment text is incorporated into the General Plan, it will be a clear statement of policy that will help guide development in the county. It not only allows consideration of Special Event Facilities to serve the local population, but that also have the potential to enhance the visitor economy. Section 6.1.05 – *Enhancing the County's Economic Sectors*, in the Economic Development element in the General Plan, states in part: *"Expanding the visitor economy is an important short-term economic strategy. This expansion will be accomplished through a number of different efforts, but the primary goals are to extend the "season" from five to nine months or longer, increase lengths of stay and room occupancy rates, and make Mariposa County, outside Yosemite National Park, a major destination fo visitor activities."* Larger Special Event Facilities will contribute to the visitor economy. The amendment provides a long term guide for economic development in the county and a short term basis for day-to-day decision making through a clear, comprehensible and public permitting process.

3. **Finding:** That amendment conforms to the requirements of state law and county policy.

   Evidence: This project has been processed in accordance with State law and county policy, including consultation with local agencies, and public noticing. The project involves a general plan amendment and Native American consultation was sought pursuant to state Government Code.

4. **Finding:** The amendment is consistent with other guiding policies, goals, policies, and standards of the Mariposa County General Plan.

   Evidence: The amendment is consistent with the goals, policies and standards in the county's General Plan. The General Plan contains goals, policies and implementation measures that promote the maintenance of the county's rural character. It also contains goals, policies and implementation measures that promote economic development and job creation. The amendment, which will allow consideration of Special Event Facilities in rural areas of the county, addresses both sets of standards. It will promote economic development and job creation, while protecting the county's rural character through implementation of defined operational standards.

5. **Finding:** County Code Amendment No. 2017-084 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) – common sense exemption – (there is no possibility the activity in question may have a significant effect on the environment), CEQA Guidelines. The amendment merely establishes policy in the General Plan to allow consideration of Special Event Facilities in the

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rural areas of the county, and adds definitions for Special Events and Special Event Facilities and permitting provisions and development standards for such facilities to county code. The amendment does not propose a specific development project.

BE IT THEREFORE FINALLY RESOLVED THAT the Planning Commission recommends that existing special events facilities operating regularly prior to the effective date of the special events ordinance adopted pursuant to General Plan/Zoning Amendment No. 2017-084 be allowed one year from the effective date of the ordinance to complete the process of obtaining a permit to comply with the standards of the ordinance. Compliance with development standards established by the ordinance will have to be achieved in order to complete the process of obtaining a permit.

ON MOTION BY Commissioner Herman, seconded by Commisioner Smith, this resolution is duly passed and adopted this 25th day of June, 2021 by the following vote:

AYES: Walls, Wilmeth, Herman, Smith

NOES: None

EXCUSED: McCamman

ABSTAIN: None

Edward J Walls

Ed Walls, Chair
Mariposa County Planning Commission

Attest:

Carol Suggs, Secretary to the
Mariposa County Planning Commission

Attachment: 2 Planning Commission Resolution 2021-009 (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities

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(New text shown in *italicized, underlined* type)

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Attachment: 2 Planning Commission Resolution 2021-009 (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities

Amend text in Section 5.3.05(B) of the General Plan Natural Resource Land Use Classification

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Attachment: 2 Planning Commission Resolution 2021-009 (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities

Exhibit 2

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Sections:

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Attachment: 2 Planning Commission Resolution 2021-009 (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities

Exhibit 3

Chapter 17.108

SUPPLEMENTARY STANDARDS

Sections:

Add new Section 17.108.220 to Chapter 17.108 as follows (all other text in this chapter remains unchanged):

17.108.220 Special Event Facilities.

The purpose of this section is to establish a process through which special event facilities, as defined in this title, can be located in rural areas of the County while also protecting the rural character of surrounding communities and areas.

A. Applicability: Special event facilities as defined in Chapter 17.148 of this title are allowed in the MH, MT, MG, MP and GF zones subject to the limits and standards set forth in this section. Such uses are also allowed in the AE zone, subject to the limits and standards set forth in this section, except such uses are not allowed on parcels encumbered by a Land Conservation Act (LCA) or Williamson Act contract.

B. Permit Process Requirements:

1. Administrative Use Permit: Special Events occurring eighteen (18) or fewer times per calendar year for no more than two consecutive days per event are subject to the issuance of an administrative use permit as described in Chapter 17.114 of this title, and the following restrictions:

a. Events involving two hundred (200) or fewer guests or attendees at any time during the event may be allowed on parcels of ten (10) acres or more in size.

b. Events involving three hundred (300) or fewer guests or attendees at any time during the event may be allowed on parcels of twenty (20) acres or more in size.

2. Conditional Use Permit: Special Events involving five-hundred (500) or fewer guests or attendees at any time during the event, and located on parcels of forty (40) acres or more in size are subject to the issuance of a conditional use permit as described in Chapter 17.112 of this title. The conditional use permit shall determine the appropriate limits on the number of events to be held annually.

3. Parcel Size Requirements: No events are allowed on parcels less than ten (10) acres in size, however if the property owner owns multiple adjacent parcels, then the total acreage of

Attachment: 2 Planning Commission Resolution 2021-009 (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities)

those adjacent parcels may be used to determine the permit process and occupancy limits.

4. The number of days of operation and numbers of guests or attendees described in the permitting processes above do not apply to annual or one-time events regulated through the Public Assemblage Permit Process as described in Chapter 8.28 of this code.

5. Pursuant to County Code, Section 17.148.010 Definitions, uses that are accessory to a single-family residential use including private parties, private gatherings, and similar private activities that are not subject to a use agreement (or similar document) between a private individual or group and the homeowner are not defined as a special event and not subject to the requirements established by this section.

6. The Mariposa County Agricultural Advisory Committee shall review and make a recommendation on proposed projects within the Agriculture/Working Landscape Land Use Classification and/or the Agriculture Exclusive Zone.

C. Application: A conditional use permit or administrative use permit application shall include the following items:

1. Detailed site plan showing location of all existing and proposed structures and facilities on the site, including parking and driveway areas, exterior lighting, restrooms or areas for porta-potties, and any proposed temporary structures such as tents, stages, and dance floors.

2. Description of the range of uses proposed and projected times and days of the week of operation.

3. Map showing the location and distance of the facility to the nearest surrounding sensitive receptors such as single-family residences and other housing types, and the location and description of the width and surfacing of roadway(s) that access the site up to the nearest major collector or arterial. If any of the access roadways are not maintained by the state or county, the application shall include information regarding any entities responsible for road maintenance.

4. Traffic management plan that includes the following:

a. Ingress and egress locations and provisions for the unimpeded movement of emergency vehicles;

b. Provisions for ensuring the orderly and safe arrival, parking, and departure of all vehicles and ensuring that traffic will not back-up or block private easements, county roads, intersections, state highways, or private driveways;

Attachment: 2 Planning Commission Resolution 2021-009 (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities

c. The location of any temporary directional signs on driveway entrances and within parking lots to ensure the orderly flow of traffic; and

d. Provisions for dust management.

5. Sources and types of noise generation, expected decibel levels at property lines from all special event activities, and noise attenuation strategies.

6. Information regarding food and beverages to be prepared and/or sold and/or distributed at the special events.

7. Information regarding public health and sanitation facilities, including restrooms or porta-potties, drinking water, recycling areas, hand washing stations and solid waste storage and disposal.

8. Fire safety provisions including limitations or allowances for open fires, fireworks, and outdoor cooking; safety for power generators; areas for mowing or weed eating; and posted emergency procedures.

9. Human health and safety including availability of a land line phone, on-site security and ambulance availability.

10. Name and contact information for person(s) responsible during events.

11. Any other information necessary to determine compliance with the standards established herein.

D. Operational Standards:

The following standards are minimum requirements that may be made more stringent by conditions of approval adopted through the AUP and CUP processes. It is the business owner's responsibility to ensure his/her/their facility continuously complies with all requirements of this section and all requirements established by conditions of approval, and that the operation of the facility does not create nuisances to off-site property owners.

1. Except for multi-day or multi-weekend events such as seasonal pumpkin patch/harvest festivals in which AUP or CUP conditions of approval will determine days of operation, activities at a special event facility are limited to two (2) days, not including set-up and take down days, and the event duration per day shall not exceed twelve (12) hours. Activities involving amplified sound shall not commence prior to 9:00 a.m. and shall conclude no later than 10:00 p.m. Overnight camping associated with the event, on dry camp sites, may be allowed and may be subject to a Special Occupancy Park permit from the California Department of Housing and Community Development. Pursuant to applicable regulations in this Title, a maximum of two (2) vacation rentals may also be developed in conjunction with the special event facility.

Attachment: 2 Planning Commission Resolution 2021-009 (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities

2. Noise: Based upon information contained in the Mariposa General Plan Volume III Technical Background Reports regarding normally acceptable noise levels in low density residential areas, noise generated by, and for the duration of, a special event, including amplified sound, shall not exceed 60 decibels at all property lines, unless an alternative limit is established through an AUP or CUP. Should three (3) or more complaints be submitted regarding noise generated by an event facility, the county may require the facility's operator to provide a study, including recommendations for noise attenuating measures, by a qualified acoustical consultant. The county shall have the authority to implement the recommendations of the consultant.

3. Access: All roadways from the nearest major collector or arterial serving the special event site shall meet the "Adequate Capacity" requirements of the Mariposa County General Plan as described in the Mariposa County Road Improvement and Circulation Policy. Access shall also comply with State Fire Safe Regulations, including maximum allowed dead-end road length, turnarounds and turnouts.

4. Driveways: On-site driveways from the nearest intersecting roadway shall be a minimum of twelve feet (12') wide if one-way traffic is proposed, and a minimum of eighteen feet (18') if two-way traffic is proposed. Driveways shall also comply with State Fire Safe Regulations, including maximum allowed dead-end road length, turnarounds and turnouts.

5. Parking: The number of parking spaces shall be one (1) space per four (4) seats or one (1) space per four (4) people based on maximum occupancy of the event, whichever is greater.

a. Aisle widths and parking lot layout within the parking areas shall conform to the dimensional standards shown in Section 17.336.030(C)(3) of this title. As an alternative, an engineered plan may be proposed.

6. Public Health: Special event facilities shall provide a potable domestic water supply and an on-site sewage disposal or sewer service connection necessary to accommodate all special events in accordance with the requirements of the Mariposa County Health and Human Services Agency – Environmental Health Unit. Bottled water and/or porta-potties may be provided to meet this requirement on a temporary basis, as approved by Environmental Health.

7. Setbacks: Setbacks for all structures, permanent and temporary, and for all facilities associated with the event venue shall be a minimum of fifty (50) feet from property lines and adjoining road easements.

Attachment: 2 Planning Commission Resolution 2021-009 (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities

8. Lighting: All new exterior/outdoor lighting shall comply with International Dark Sky Standards and shall be located, adequately shielded, and directed so that no direct light falls outside the property line, or onto the public roadway.

9. Signage: All permanent and temporary signage shall comply with Section 17.108.190 of this title.

10. Dust control: Fugitive dust shall be minimized by reducing vehicle speeds on driveways and parking areas on the project site, and, during visibly dry conditions, the application of water or other approved dust palliative. Paving or an appropriate depth of gravel may also be provided.

11. Liability insurance: Adequate liability and property damage insurance or bonding shall be provided.

12. Building occupancy: All buildings and structures proposed to be used as part of the event venue shall have obtained the required permit(s) for occupancy, including all construction and operational permits for the use of tent structures larger than 26′ by 26′ and for the use of air-supported temporary membrane structures, temporary stage canopies or tents having an area in excess of 400 square feet, unless the structure meets a criterion for exception.

13. Accessibility for disabled persons: All requirements of California Building Code and applicable accessibility laws shall be met for the facility.

12. Other permits shall be obtained as required, including but not limited to a Building Permit, a Grading Permit, an Air Pollution Control Permit, a CA ABC permit, a Food Facilities permit, and/or a commercial encroachment permit.

13. Fire Safe Standards: Projects shall implement all fire safe standards required by CAL FIRE and the Mariposa County Fire Department.

14. Non-compliance with operational standards or conditions of approval adopted for a project may result in the revocation of the permit to operate the facility.

E. Operational standards specific to the AE zone:

1. Special events facilities shall not be permitted on AE zoned properties where no residential use exists on the property.

2. Special event facilities shall not convert agricultural land to an alternative use for the purpose of developing or expanding a special event facility.

F. Public Noticing:

1. In addition to the public hearing noticing requirements for a conditional use permit project contained in Section 17.132.020 of this title, hearing notices shall be sent to

Attachment: 2 Planning Commission Resolution 2021-009 (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities

the owners of all properties located on any non-county roadway that serves the subject property, from the nearest county road and/or major collector or arterial.

2. In addition to the public notification requirements contained in Section 17.08.120(D) of this title, approval of an AUP shall be noticed to the owners of all properties located within six-hundred (600) feet of the subject property and the owners of all properties located on any non-county roadway that serves the subject property, from the nearest county road and/or major collector or arterial.

G. Annual Reporting and Monitoring of Events:

1. On a yearly basis, by the last day of February, the owner or manager of a special event facility shall provide to the planning department on a county-approved form confirmation that the establishment and its operation comply with the requirements of this section. The report shall provide numbers of events held and attendance at events during the prior calendar year.

2. The owner or manager of a special event facility shall keep records of events and attendance, and shall provide that information to the county upon request at any time during the calendar year (to verify compliance with the requirements of this section).

Attachment: 2 Planning Commission Resolution 2021-009 (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities)

From: Amy Miller
To: Sarah Williams
Subject: Special Events Facility
Date: Thursday, June 10, 2021 8:47:29 PM

To Members of the Mariposa County Planning Commission,

I am writing to express my support for the proposed addition of Special Events Facilities in Mariposa County in Agricultural if not even more zoning districts. I'd like to see more special events like music festivals or arts fairs in our area for residents and visitors alike to enjoy public life and community gatherings once again. Sensible regulations for facility management should be simple and not overly burdensome to operators, who have been so hard hit with shutdowns. This proposal sounds like a positive initiative for the future of the County.

Amy Miller
Mariposa

Attachment: 3 210610 Input from Miller_Special Events Facility (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event

MARIPOSA COUNTY
NOTICE OF EXEMPTION

TO: **County Clerk, County of Mariposa**
P.O. Box 247
Mariposa, CA 95338

FROM: **Mariposa County**
Planning Department
P.O. Box 2039
Mariposa, CA 95338

Project Title: General Plan/Zoning Amendment No. 2017-084; Special Event Facilities

Project Address: Applies countywide

Project Parcels: N/A

Description of Project: This project amends the Mariposa County General Plan and Zoning Ordinance .to establish policies and regulations to allow and establish development standards and conditions for Special Event Facilities in Rural Areas

Name of Public Agency Approving Project: Mariposa County Board of Supervisors

Name of Proponent Carrying Out Project: Mariposa County

Exempt Status: Common Sense Exemption; Section 15061(b)(3)

Reason Why Project Is Exempt: This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) – common sense exemption – (there is no possibility the activity in question may have a significant effect on the environment), CEQA Guidelines. The amendment merely establishes policies in the General Plan to allow consideration of Special Event Facilities in the rural areas of the county, and adds definitions for Special Events and Special Event Facilities and permitting provisions and development standards for such facilities to county code. The amendment does not propose a specific development project.

Lead Agency Contact Person: Sarah Williams, Planning Director

Phone Number: (209) 742-1215

Mariposa County Board of Supervisors
by

_____ _____

Sarah Williams
Planning Director

Date

Attachment: 5 210727 NOE (12014 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Resolution))

General Plan/Zoning Amendment No. 2017-084

Special Event Facilities

Board of Supervisors Public Hearing

July 27, 2021

Attachment: PowerPoint Presentation - Special Event Facilities (12014 : General Plan/Zoning Amendment

Proposal

- **Amend the General Plan**
  - to **establish policies** to allow special event facilities in rural residential areas of the county

- **Amend Title 17, Zoning**
  - to **define** Special Events and Special Event Facilities
  - to provide **permitting provisions** for Special Event Facilities
  - to provide **development standards** for Special Event Facilities

History of GP/ZA Project

- Need for code provisions – discussed since 2017
- Formally initiated by Board of Supervisors:
  - October 20, 2020 (Resolution No. 2020-629)
- Content of original proposal
  - Study of other ordinances throughout state (primarily from Butte County's program)
  - Study of existing known event facilities in county
- Significant noticing effort for the initiation action (to make sure property owners of current venues were aware of initiation)
  - No formal input to BOS resulted from the noticing of existing venue owners

History of GP/ZA Project

- April 8, 2021
- Agricultural Advisory Committee Meeting
  - Recommended approval with following edits:
    - Establish fees to cover any costs to county for program (would be Impact Fee)
    - Ensure county has ability to revoke permit for non-compliance (**)
    - Ensure County Fire and CAL FIRE will have review authority (**)
    - Establish required review for any event facility on Ag lands (Ag Working Landscape land use or AE zone) (**)

History of GP/ZA Project

- Agricultural Advisory Committee
  - Establish fees to cover any costs to county for program (would be Impact Fee)
- Impact Fee Program – outside scope of project
- Impact fee – imposed by local government on new/proposed development project:
  - Help pay for costs of providing public services to the new development.
  - Help fund and pay for the construction or needed expansion of offsite capital improvements
- Mariposa County / MCUSD – School Impact Fees
- If Board is interested in discussing about development impact fees:
  - need to include other impacted county departments, including Administration
  - Board could give direction to staff to bring back additional information regarding the matter

History of GP/ZA Project

- June 25, 2021:
- Planning Commission Public Hearing
  - Recommended approval with two minor changes:
    - Added MP zone to listed zones
    - Changed deadline for self-reports to last day of February
  - Recommended establishing one (1) year grace period for existing facilities to come into compliance with requirements
    - Include permit
    - Include any conditions of approval

Noticing for THIS Public Hearing

- Requirements established by County Code:
  - Large format newspaper notice
  - Posted notices throughout County (17 locations)

Why is Project Needed?

- **Need** for these facilities in Mariposa County
- Currently, the **General Plan and Zoning Ordinance do not address** Special Events and Special Event Facilities.
- Although there are a **number of such facilities operating successfully in the County**, there is no provision in the County's planning documents to allow them.
- It is not possible for Mariposa County Development Services to approve these facilities or **issue development permits for permanent facilities** to support these venues (such as restrooms, lighting, kitchen facilities, etc.).
- **Board direction** – amendments be processed ahead of Development Code Update

What are Special Events?

- Special events include:
  - celebrations
  - ceremonies
  - weddings
  - receptions
  - business functions
  - arenas which are used for organized competitive events
  - special festivals or
  - similar activities

Event is for the benefit of someone other than the property owner

NOT Regulated by Proposal:

- Uses that are **accessory to a single-family residential use**
  - including private parties, private gatherings, and similar private activities (son's graduation party or daughter's wedding)
- Uses that are **not subject to a use agreement** (or similar document)
  - between a private individual or group and the homeowner
- **NOTE:** Such uses could still require Public Assemblage Permit pursuant to County Code Chapter 8.28 (if 250 persons or more in attendance); Public Assemblage Permit is issued by Sheriff's Office

Project Objectives

- **Establish policy and authority**
- To allow some **event venue development in rural areas** of county
  - Where venues could have improved facilities to accommodate uses
- **Minimize impacts** of event venues on surrounding residential uses
- To make **application process/development requirements predictable**

Existing Event Venues

- As noted, Mariposa County does have some established event venues in rural areas
- They are not “permitted” for event venue use
- County has not been able to issue permits for improvements needed by the venue (restrooms or kitchens)
- If project is approved, existing venues could be processed through the proposed code provisions (they would not be grandfathered)
- BOS Resolution No. 2020-629:
  - “…based upon the significant economic impacts of COVID-19, upon completion of the ordinance adoption process, **the Board of Supervisors is interested in establishing a reasonable grace period for facilities to come into compliance with the new regulations**.”

Where allowed?

- **General Plan Land Uses:**
  - Agriculture/Working Landscape (AWL) Land Use
  - Natural Resources (NR) Land Use
  - Residential (R) Land Use

- **Zoning Ordinance Zones:**
  - Mountain Home zone (MHZ)
  - Mountain Transition zone (MTZ)
  - Mountain General zone (MGZ)
  - General Forest zone (GFZ)
  - Mountain Preserve zone (MPZ)
  - Agriculture Exclusive zone (with limits and standards) (AEZ)

Where NOT allowed?

- **General Plan Land Uses:**
  - Planning Area Land Use (including those with adopted area plans)
  - Rural Economic Land Use
- **Zoning Ordinance Zones:**
  - Town Planning Area zone (TPZ)
  - Rural Residential zone (RRZ)
  - Industrial Mining zone (IMZ)
  - Public Domain and Public Sites zones (PDZ and PSZ)
  - Neighborhood Commercial zones (CN)
  - General Commercial zones (CG)
  - Resort Commercial zone (CR)
  - Manufacturing zone (M)
  - Timber Exclusive Overlay Zone
- **Williamson Act Contracted Lands**

Summary of Standards - Thresholds

- Thresholds established for permitting process:
  - AUP
  - CUP
  - Prohibited
- Thresholds based on:
  - Number of people per event
  - Number of events per year
  - Parcel size
- **NOTE:** Larger or more frequent events would require commercial zoning

Summary – Permitting Process (Thresholds)

	TIER ONE Requires Administrative Use Permit (AUP)	TIER TWO Requires Administrative Use Permit (AUP)	TIER THREE Requires Conditional Use Permit (CUP)
# of People at Event	200 or Fewer	300 or Fewer	500 or Fewer
Parcel Size	10 Acres or More*	20 Acres or More*	40 Acres or More*
Number of Events / Year	18 or Fewer Times (Event can be 2 consecutive days)	18 or Fewer Times (Event can be 2 consecutive days)	To be determined through CUP process

Parcel Size

* If property owner owns multiple adjacent parcels, then the total acreage of those adjacent parcels may be used to determine the permit process requirements

Permitting Process – AE Zone

- Based on Ag Advisory Committee recommendations:
  - Event venues not permitted on AE zoned properties where no residential use exists
  - Cannot convert ag land to an alternative use for event venue facility
  - Application for event venue on land in AE zone or AWL land use – routed to AAC for review and recommendation

Summary of Standards
Application Requirements

- Project description
- Site map
- Traffic management plan
- Emergency vehicle access plan
- Parking plan
- Directional signs
- Dust plan
- Noise information
- Food and beverage information
- Fire safety provisions
- Name and contact information for responsible persons

Operational Standards - General

- Maximum **event duration**: 2 days (not counting setup / take down days)
  - Seasonal pumpkin patch or harvest festival – not be subject to 2-day limit
- **Overnight camping** allowed (dry camp sites)
  - Special Occupancy Park permit from CA HCD may be required
- **2 vacation rentals**: allowed with the special event facility

Operational Standards - Noise

- Hours for **amplified sound**: 9 a.m. to 10 p.m.
- **Maximum noise** at property lines: 60 decibels
  - Based on General Plan Volume III Technical Background Reports for normally acceptable noise levels in low density residential areas
  - Alternative noise levels may be established through AUP or CUP
- If 3+ complaints received about noise, facility may be required to provide **noise study** for noise attenuating measures

Operational Standards – Access

- All roadways from nearest major collector or arterial serving special event site:
  - Shall meet the “Adequate Capacity” requirements of the GP as described in the RICP
  - Adequate Capacity is defined by GP: “…a road which meets County Improvement Standards, including width, for existing traffic and proposed project traffic increases”
  - Comply with State Fire Safe Regulations, including maximum allowed dead-end road length, turnarounds and turnouts
- Driveway standards
- On-Site parking standards

Operational Standards – Health

- Adequate **potable water** supply
  - Bottled water may be approved (temporary basis) (not intended to be permanent solution for potable water)
- On-site **sewage disposal**
  - Porta-potties may be approved (temporary basis) (not intended to be permanent solution for sewage disposal)

Operational Standards – Setbacks

- 50 feet **minimum setback**
  - from property lines
  - from adjoining road easements

Operational Standards – Lighting

- Exterior lighting
  - must comply with International Dark Sky Standards
  - No light can fall outside of property line
  - No light can fall on public roadway

Operational Standards – Signs

- Must comply with Zoning, Section 17.108.190 (rural sign standards)
  - Allows minimal site advertising
  - Rural sign standards established to maintain rural character in rural areas

Operational Standards – Insurance

- Facility / grounds must have adequate liability and property damage insurance or bonding

Operational Standards – Building Occupancy / ADA

- All buildings / structures used for venue must have obtained required building permit(s)
  - For building “occupancy” (commercial or assembly type occupancy)
- All buildings / structures / site – comply with accessibility requirements for disabled persons

Operational Standards – Fire

- Compliance with all Fire Safe Standards
  - Required by CAL FIRE
  - Required by County Fire

Operational Standards – Permits

- Obtain any other **permit(s)** required:
  - Building permit
  - Grading permit
  - Air Pollution Control permit
  - CA ABC (Alcohol Beverage Control) permit
  - Food facilities permit (Environmental Health)
  - Commercial encroachment permit
  - Other

Public Noticing of Proposed Venue

- **AUP** – Notice of action pursuant to Code plus additional property owner noticing **(after the approval action / prior to end of appeal period):**
  - Newspaper notice
  - Posted notice
  - Mailed notice to property owners
    - Within 600 feet of project parcel
    - Served by any non-county-maintained road providing access to project

- **CUP** – Notice of public hearing pursuant to Code **(prior to public hearing):**
  - Newspaper notice
  - Posted notice
  - Mailed notice to property owners
    - Within 600 feet of boundary of project parcel
    - Served by any non-county-maintained road

Annual Reporting and Monitoring

- Event Venues must submit annual report
- By last day of February each year
- Self-certification of compliance
- Provide information on events held

Public Input

- One email from Amy Miller
- Received prior to Planning Commission public hearing
- Supported amendments

PC's Recommended Action

- **AGENDA ITEM L.1**
- **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 standards

PC's Recommended Action

- **AGENDA ITEM L.2**
- **Waive First Reading and Introduce Ordinance**
  - Amending Title 17 pursuant to General Plan/Zoning Amendment No. 2017-084
- **Amend title to read:**

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<u>ING</u> SECTION 17.108.220 TO TITLE 17 TO ADD PERMITTING PROVISONS AND DEVELOPMENT STANDARDS FOR SPECIAL EVENT FACILITIES PURSUANT TO GENERAL PLAN/ZONING AMENDMENT NO. 2017-084

Attachment: PowerPoint Presentation - Special Event Facilities (12014 : General Plan/Zoning Amendment

MARIPOSA COUNTY

Planning · 209-966-5151

ORDINANCE

MEETING: July 27, 2021

TO: The Board of Supervisors

FROM: Sarah Williams, Planning Director

RE: General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Ordinance)

RECOMMENDED ACTION AND JUSTIFICATION:

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. Action is recommended by the Planning Commission.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

10/20/20: Resolution No. 2020-629 initiating project.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Alternatives: Amend text in project. May require sending amendments back to Planning Commission for consideration.

Negative Action: Do not take action. No regulations for special event facilities would be established.

ATTACHMENTS:
1 210727 Board Staff Report (PDF)
2 Draft Board Ordinance Special Events (PDF)
3 Summary Ordinance for Special Events (PDF)

RESULT: WITHDRAWN

.

MARIPOSA PLANNING STAFF REPORT

From: Sarah Williams, Planning Director

Prepared By: Sarah Williams

Board of Supervisors Meeting Date: July 27, 2021

PROJECT: General Plan/Zoning Amendment No. 2017-084

PROPOSAL: Amend the General Plan to establish policies to allow special event facilities in rural residential areas of the county and amend Title 17, Zoning, to define Special Events and Special Event Facilities and provide permitting provisions and development standards for Special Event Facilities

PROPONENT: County of Mariposa

AMENDMENT AREA: Applies countywide, in rural areas

NOTICING: Gazette Ad: July 8, 2021
Posted Notice: July 12, 2021

BOARD ACTION: The Planning Commission recommends that the Board of Supervisors:

A. Adopt a resolution 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 establishing a one-year grace period for existing facilities to obtain a permit and comply with the standards; and

B. Waive the first reading and introduce an ordinance amending County Code pursuant to County Code Amendment No. 2017-084.

SUMMARY OF AMENDMENT

Currently, the County's General Plan and the zoning ordinance, Title 17, do not address Special Events and Special Event Facilities. Although there are a number of such facilities operating in the County, there is no provision in the County's planning documents to allow them. This amendment would amend Sections 5.3.02(B), 5.3.04(B) and 5.3.05(B) of the General Plan, the Residential, Agriculture/Working Landscape and Natural Resource land use classifications, to provide policies to allow for such uses in these countywide classifications.

The proposal would also amend Section 17.148.010 of Mariposa County Code, to add necessary definitions for Special Events and Special Event Facilities, and add Section 17.108.220 to the Mariposa County Code, to add permitting provisions and development standards for Special Event Facilities.

Attachment: 1 210727 Board Staff Report (12015 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Ordinance))

Attachment: 1 210727 Board Staff Report (12015 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Ordinance))

BACKGROUND

Special events include celebrations, ceremonies, weddings, receptions, business functions, arenas which are used for organized competitive events, special festivals, or similar activities for the benefit of someone other than the property owner. There has been considerable interest over an extended period to address the issue of Special Event Facilities in the County, not only to provide a mechanism to allow new facilities but to establish standards for all such facilities, including those currently operating. Without established authority, it is not possible for Mariposa County Development Services to approve these facilities or issue development permits for permanent facilities to support these venues. Currently, there are under ten such facilities operating in the County of which Development Services has knowledge. The owners/operators of such facilities known to be operating were notified that the County is undertaking this amendment process and invited to provide input.

It should be noted that the adopted Board of Supervisors' resolution initiating the amendment stated that these existing facilities are apparently conducting their business in such a way as to not create significant impacts on surrounding rural residential uses. The Board's resolution also expressed an interest in establishing a reasonable grace period for facilities to come into compliance with the new regulations due to significant economic impacts of COVID-19.

The Board initiated the processing of the amendment on October 20, 2020, with the adoption of Resolution 2020-629.

SPECIFIC TEXT OF PROPOSED GENERAL PLAN AMENDMENT

The text of the proposed amendments is as shown in the Planning Commission resolution, which is included in this staff report as an attachment and the draft Board resolution also included as an attachment.

The following table provides a summary of the standards and permitting process for Special Event Facilities.

Special Events Facilities

	TIER ONE Requires Administrative Use Permit (AUP)	TIER TWO Requires Administrative Use Permit (AUP)	TIER THREE Requires Conditional Use Permit (CUP)
# of People at Event	200 or Fewer	300 or Fewer	500 or Fewer
Parcel Size	10 Acres or More*	20 Acres or More*	40 Acres or More*
Number of Events / Year	18 or Fewer Times (Event can be 2 consecutive days)	18 or Fewer Times (Event can be 2 consecutive days)	To be determined through CUP process

NOTE: All Special Event Facilities must comply with all requirements established in Mariposa County Code Section 17.108.220. These requirements are established to minimize impacts of operation of a special event facility.

*If property owner owns multiple adjacent parcels, then the total acreage of those adjacent parcels may be used to determine the permit process requirements.

As noted in the definitions section, uses that are accessory to a single-family residential use including private parties, private gatherings, and similar private activities that are not subject to a use agreement (or similar document) between a private individual or group and the homeowner are not defined as a special event. Such uses are not subject to the proposed permitting process and standards.

AGENCY COMMENTS

The proposed amendment text, as initiated by the Board of Supervisors on October 20, 2020, was sent to the following agencies for review and comment: county Public Works Department; Environmental Health Unit; County Fire; Building Department; Sheriff's Office; and CAL FIRE.

Comments were received from the Mariposa County Fire Department.

The department recommended the addition of the following regarding the use of temporary membrane structures and tents due to the inherent danger of collapse and/or movement during wind events and/or snow. California Fire Code requires an operational permit and a construction permit for large tents (larger than 26' by 26').

Temporary membrane structures and tents.
A construction and operational permit is required to erect and use an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 400 square feet (37 m20>).

Exceptions:

1. Tents used exclusively for recreational camping purposes.
2. Funeral tents and curtains, or extensions attached thereto, when used for funeral services.
3. Tents and awnings open on all sides, which comply with all of the following:
    - Individual tents shall have a maximum size of 700 square feet (65 m2).
    - The aggregate area of multiple tents placed side by side without a fire break clearance of not less than 12 feet (3658 mm) shall not exceed 700 square feet (65 m2) total.
    - A minimum clearance of 12 feet (3658 mm) to structures and other tents shall be maintained.

County Fire's recommendations have been incorporated into the proposed zoning text in a general sense. The section in which they have been incorporated is proposed Section 17.108.220(D)(12) of the proposed ordinance. The precise code requirements for membrane structures and tents will be included in the application packet for special events.

RECOMMENDED FINDINGS OF APPROVAL

Attachment: 1 210727 Board Staff Report (12015 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Ordinance))

Recommended findings for approval are as shown in the Planning Commission resolution the draft Board resolution.

MARIPOSA COUNTY AGRICULTURAL ADVISORY COMMITTEE RECOMMENDATION

The amendment allows the potential for special events and special event facilities to be located in the Agriculture/Working Landscape (Ag/WL) Land Use Classification and the Agriculture Exclusive (AE) Zone. Therefore, the amendment was placed on the Mariposa County Agricultural Advisory Committee's April 8, 2021, agenda for committee review and recommendation. The committee voted unanimously to recommend approval of the amendment with the addition of text to:

- Allow CAL FIRE and the Mariposa County Fire Department the opportunity to review all special event and special event facility applications and apply any conditions to the project to ensure compliance with all applicable fire safe standards.
- State that non-compliance with operational standards and conditions of approval may result in the revocation of the permit to operate the facility.
- Ensure that all applications for special events and special event facilities in the Ag/WL land use classification and /or AE zone are referred to the committee for review and recommendation.

The committee also recommended a fee structure that would be applied to operators of projects to offset costs incurred by the county when a facility is in operation, i.e. law enforcement, fire department and other agency costs.

(NOTE: As stated clearly in the amendment text, although such facilities would be allowed in the AE zone, under no circumstances would they be allowed on land governed by a Land Conservation Act or Williamson Act contract.)

PUBLIC NOTICE

The Board hearing notice with a summary of the proposed code amendment was published in the Mariposa Gazette on July 8, 2021 (1/8th page notice). Notices were also posted in 17 community locations throughout the county and on the county's website on July 12, 2021.

At the time of publication of this staff report staff has received one public comment on the project via email. This email was part of the Commission's packet and is included in the Board's packet. Written comments received after publication of the Staff Report shall be supplied to the Board.

NATIVE AMERICAN NOTIFICATION

Since this project involves a General Plan amendment, the County was required to provide opportunity for Native American tribes on the Mariposa County contact list to request a consultation on the project. The tribe contact list is maintained by the state Native American Heritage Commission.

In accordance with the process mandated by state Government Code Section 64352.3(2), Planning staff mailed certified letters, dated November 18, 2020, to the County's six prescribed Native American contacts notifying them that they had 90 days, until February 15, 2021, to request a

Attachment: 1 210727 Board Staff Report (12015 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Ordinance))

consultation on the project. Planning received five return receipts as of the date of publication of this staff report (meaning 5 Native American contacts received the request for consultation). No Native American contacts requested a consultation on the project.

PLANNING COMMISSION ACTION

The Mariposa County Planning Commission held a public hearing on the project on June 25, 2021. The Commission considered the staff report prepared by staff as well as the recommendation of the Mariposa County Agricultural Advisory Committee and public comments received. As part of their action to recommend the Board approve the project, the Commission recommended two changes to the text of the proposed ordinance. The Commission recommended adding the Mountain Preserve zone to the list of zones where Special Event and Special Event facilities can be considered for location. The Commission also recommended changing the wording of the first sentence of proposed Section 17.108.220(G)(1) relating to the annual reporting and monitoring of events from *"On a yearly basis, by the 30th day of February…"* to *"On a yearly basis, by the last day of February…"*

The Planning Commission also considered the Board's interest in establishing a reasonable grace period for existing facilities to come into compliance with the new regulations following completion of the ordinance adoption process. The Commission recommends that existing special events facilities operating regularly prior to the effective date of the special events ordinance adopted pursuant to General Plan/Zoning Amendment No. 2017-084 be allowed one year from the effective date of the ordinance to complete the process of obtaining a permit to comply with the standards of the ordinance. Compliance with development standards established by the ordinance will have to be achieved to complete the process of obtaining a permit.

FINAL ACTION ON PROJECT

If the Board takes action to approve the project at the first hearing, a second reading of the ordinance will be scheduled. The second reading of the ordinance approving the amendment to county code will occur two weeks following. The ordinance is effective thirty (30) days after the second reading. Once the code amendment becomes effective, the process is final.

Attachments:

- ~~Planning Commission Resolution 2021-009~~
- ~~Comments Received~~
- ~~Draft Board Resolution~~
- ~~Notice of Exemption~~

- Draft Ordinance

Attachment: 1 210727 Board Staff Report (12015 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities (Ordinance))

STATE OF CALIFORNIA
COUNTY OF MARIPOSA
BOARD OF SUPERVISORS

DRAFT MARIPOSA COUNTY ORDINANCE NO. _____

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 PROVISONS AND DEVELOPMENT STANDARDS FOR SPECIAL EVENT FACILITIES PURSUANT TO GENERAL PLAN/ZONING AMENDMENT NO. 2017-084

WHEREAS, there is an established need in Mariposa County for facilities at which limited special events can be conducted; and

WHEREAS, the Zoning Ordinance does not contain land use allowances or development standards for special event facilities; and

WHEREAS, the Mariposa County Board of Supervisors adopted Resolution No. 2020-629 on the 20th day of October 2020 initiating General Plan/Zoning Amendment No. 2017-084 to establish policies and regulations for special event facilities; and

WHEREAS, General Plan/Zoning Amendment No. 2017-084 has been found to be exempt from the California Environmental Quality Act (CEQA) and a Notice of Exemption has been filed for the project.

NOW, THEREFORE, the Board of Supervisors of the County of Mariposa does ordain as follows:

Section I: Section 17.l48.010 entitled "Definition of terms and phrases" shall be amended to add two new definitions as follows (all other definitions remain unchanged):

17.148.010 Definitions of terms and phrases.

The following terms and phrases shall be used in this title and are listed alphabetically:

Special Event:

A Special Event is a celebration, ceremony, wedding, reception, business function, arenas which are used for organized competitive events, seasonal festival, or similar activity for the benefit of someone other than the property owner that takes place on a periodic basis, involving the gathering of individuals assembled for the common purpose of attending a special event. The maximum number of guests or attendees at a special event shall not exceed 500 persons at any one time. Uses that are accessory to a single-family residential use including private parties, private gatherings,

Attachment: 2 Draft Board Ordinance Special Events (12015 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities

and similar private activities that are not subject to a use agreement (or similar document) between a private individual or group and the homeowner are not defined as a special event.

Special Event Facility:

A Special Event Facility is a facility where special events are permitted to occur. Special Event Facilities are subject to a use agreement (or similar document) between a private group or individual and the facility owner. The facility owner may or may not charge a fee for the use of the facility such as for a fundraiser for a charitable non-profit organization. Facilities may be located entirely within a structure, outside of a structure, or both inside and outside a structure. Facilities must include improvements or provisions to accommodate special events.

Section II: Chapter 17.l08 entitled "Supplementary Standards" shall be amended to add a new Section 17.108.220 which shall read in its entirety as follows (all other provisions in Chapter 17.108 shall remain unchanged):

17.108.220 Special Event Facilities.

The purpose of this section is to establish a process through which special event facilities, as defined in this title, can be located in rural areas of the County while also protecting the rural character of surrounding communities and areas.

A. Applicability: Special event facilities as defined in Chapter 17.148 of this title are allowed in the MH, MT, MG, MP and GF zones subject to the limits and standards set forth in this section. Such uses are also allowed in the AE zone, subject to the limits and standards set forth in this section, except such uses are not allowed on parcels encumbered by a Land Conservation Act (LCA) or Williamson Act contract.

B. Permit Process Requirements:

1. Administrative Use Permit: Special Events occurring eighteen (18) or fewer times per calendar year for no more than two consecutive days per event are subject to the issuance of an administrative use permit as described in Chapter 17.114 of this title, and the following restrictions:

a. Events involving two hundred (200) or fewer guests or attendees at any time during the event may be allowed on parcels of ten (10) acres or more in size.

b. Events involving three hundred (300) or fewer guests or attendees at any time during the event may be allowed on parcels of twenty (20) acres or more in size.

2. Conditional Use Permit: Special Events involving five hundred (500) or fewer guests or attendees at any time during the event, and located on parcels of forty (40) acres or more in size are subject to the issuance of a conditional use

Attachment: 2 Draft Board Ordinance Special Events (12015 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities

permit as described in Chapter 17.112 of this title. The conditional use permit shall determine the appropriate limits on the number of events to be held annually.

3. Parcel Size Requirements: No events are allowed on parcels less than ten (10) acres in size, however if the property owner owns multiple adjacent parcels, then the total acreage of those adjacent parcels may be used to determine the permit process and occupancy limits.

4. The number of days of operation and numbers of guests or attendees described in the permitting processes above do not apply to annual or one-time events regulated through the Public Assemblage Permit Process as described in Chapter 8.28 of this code.

5. Pursuant to County Code, Section 17.148.010 Definitions, uses that are accessory to a single-family residential use including private parties, private gatherings, and similar private activities that are not subject to a use agreement (or similar document) between a private individual or group and the homeowner are not defined as a special event and not subject to the requirements established by this section.

6. The Mariposa County Agricultural Advisory Committee shall review and make a recommendation on proposed projects within the Agriculture/Working Landscape Land Use Classification and/or the Agriculture Exclusive Zone.

C. Application: A conditional use permit or administrative use permit application shall include the following items:

1. Detailed site plan showing location of all existing and proposed structures and facilities on the site, including parking and driveway areas, exterior lighting, restrooms or areas for porta-potties, and any proposed temporary structures such as tents, stages, and dance floors.

2. Description of the range of uses proposed and projected times and days of the week of operation.

3. Map showing the location and distance of the facility to the nearest surrounding sensitive receptors such as single-family residences and other housing types, and the location and description of the width and surfacing of roadway(s) that access the site up to the nearest major collector or arterial. If any of the access roadways are not maintained by the state or county, the application shall include information regarding any entities responsible for road maintenance.

4. Traffic management plan that includes the following:

a. Ingress and egress locations and provisions for the unimpeded movement of emergency vehicles;

b. Provisions for ensuring the orderly and safe arrival, parking, and departure of all vehicles and ensuring

Attachment: 2 Draft Board Ordinance Special Events (12015 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities

that traffic will not back-up or block private easements, county roads, intersections, state highways, or private driveways;

c. The location of any temporary directional signs on driveway entrances and within parking lots to ensure the orderly flow of traffic; and

d. Provisions for dust management.

5. Sources and types of noise generation, expected decibel levels at property lines from all special event activities, and noise attenuation strategies.

6. Information regarding food and beverages to be prepared and/or sold and/or distributed at the special events.

7. Information regarding public health and sanitation facilities, including restrooms or porta-potties, drinking water, recycling areas, hand washing stations and solid waste storage and disposal.

8. Fire safety provisions including limitations or allowances for open fires, fireworks, and outdoor cooking; safety for power generators; areas for mowing or weed eating; and posted emergency procedures.

9. Human health and safety including availability of a land line phone, on-site security and ambulance availability.

10. Name and contact information for person(s) responsible during events.

11. Any other information necessary to determine compliance with the standards established herein.

D. Operational Standards:

The following standards are minimum requirements that may be made more stringent by conditions of approval adopted through the AUP and CUP processes. It is the business owner's responsibility to ensure his/her/their facility continuously complies with all requirements of this section and all requirements established by conditions of approval, and that the operation of the facility does not create nuisances to off-site property owners.

1. Except for multi-day or multi-weekend events such as seasonal pumpkin patch/harvest festivals in which AUP or CUP conditions of approval will determine days of operation, activities at a special event facility are limited to two (2) days, not including set-up and take down days, and the event duration per day shall not exceed twelve (12) hours. Activities involving amplified sound shall not commence prior to 9:00 a.m. and shall conclude no later than 10:00 p.m. Overnight camping associated with the event, on dry camp sites, may be allowed and may be subject to a Special Occupancy Park permit from the California Department of Housing and Community Development. Pursuant to applicable regulations in this Title, a maximum of two (2) vacation rentals may also be developed in conjunction with the special event facility.

Attachment: 2 Draft Board Ordinance Special Events (12015 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities

2. Noise: Based upon information contained in the Mariposa General Plan Volume III Technical Background Reports regarding normally acceptable noise levels in low density residential areas, noise generated by, and for the duration of, a special event, including amplified sound, shall not exceed 60 decibels at all property lines, unless an alternative limit is established through an AUP or CUP. Should three (3) or more complaints be submitted regarding noise generated by an event facility, the county may require the facility's operator to provide a study, including recommendations for noise attenuating measures, by a qualified acoustical consultant. The county shall have the authority to implement the recommendations of the consultant.

3. Access: All roadways from the nearest major collector or arterial serving the special event site shall meet the "Adequate Capacity" requirements of the Mariposa County General Plan as described in the Mariposa County Road Improvement and Circulation Policy. Access shall also comply with State Fire Safe Regulations, including maximum allowed dead-end road length, turnarounds and turnouts.

4. Driveways: On-site driveways from the nearest intersecting roadway shall be a minimum of twelve feet (12') wide if one-way traffic is proposed, and a minimum of eighteen feet (18') if two-way traffic is proposed. Driveways shall also comply with State Fire Safe Regulations, including maximum allowed dead-end road length, turnarounds and turnouts.

5. Parking: The number of parking spaces shall be one (1) space per four (4) seats or one (1) space per four (4) people based on maximum occupancy of the event, whichever is greater.

a. Aisle widths and parking lot layout within the parking areas shall conform to the dimensional standards shown in Section 17.336.030(C)(3) of this title. As an alternative, an engineered plan may be proposed.

6. Public Health: Special event facilities shall provide a potable domestic water supply and an on-site sewage disposal or sewer service connection necessary to accommodate all special events in accordance with the requirements of the Mariposa County Health and Human Services Agency – Environmental Health Unit. Bottled water and/or porta-potties may be provided to meet this requirement on a temporary basis, as approved by Environmental Health.

7. Setbacks: Setbacks for all structures, permanent and temporary, and for all facilities associated with the event venue shall be a minimum of fifty (50) feet from property lines and adjoining road easements.

8. Lighting: All new exterior/outdoor lighting shall comply with International Dark Sky Standards and shall be located, adequately shielded, and directed so that no direct

Attachment: 2 Draft Board Ordinance Special Events (12015 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities

light falls outside the property line, or onto the public roadway.

9. Signage: All permanent and temporary signage shall comply with Section 17.108.190 of this title.

10. Dust control: Fugitive dust shall be minimized by reducing vehicle speeds on driveways and parking areas on the project site, and, during visibly dry conditions, the application of water or other approved dust palliative. Paving or an appropriate depth of gravel may also be provided.

11. Liability insurance: Adequate liability and property damage insurance or bonding shall be provided.

12. Building occupancy: All buildings and structures proposed to be used as part of the event venue shall have obtained the required permit(s) for occupancy, including all construction and operational permits for the use of tent structures larger than 26′ by 26′ and for the use of air-supported temporary membrane structures, temporary stage canopies or tents having an area in excess of 400 square feet, unless the structure meets a criterion for exception.

13. Accessibility for disabled persons: All requirements of California Building Code and applicable accessibility laws shall be met for the facility.

12. Other permits shall be obtained as required, including but not limited to a Building Permit, a Grading Permit, an Air Pollution Control Permit, a CA ABC permit, a Food Facilities permit, and/or a commercial encroachment permit.

13. Fire Safe Standards: Projects shall implement all fire safe standards required by CAL FIRE and the Mariposa County Fire Department.

14. Non-compliance with operational standards or conditions of approval adopted for a project may result in the revocation of the permit to operate the facility.

E. Operational standards specific to the AE zone:

1. Special events facilities shall not be permitted on AE zoned properties where no residential use exists on the property.

2. Special event facilities shall not convert agricultural land to an alternative use for the purpose of developing or expanding a special event facility.

F. Public Noticing:

1. In addition to the public hearing noticing requirements for a conditional use permit project contained in Section 17.132.020 of this title, hearing notices shall be sent to the owners of all properties located on any non-county roadway that serves the subject property, from the nearest county road and/or major collector or arterial.

2. In addition to the public notification requirements contained in Section 17.08.120(D) of this title, approval of an AUP shall be noticed to the owners of all

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properties located within six hundred (600) feet of the subject property and the owners of all properties located on any non-county roadway that serves the subject property, from the nearest county road and/or major collector or arterial.

G. Annual Reporting and Monitoring of Events:

1. On a yearly basis, by the last day of February, the owner or manager of a special event facility shall provide to the planning department on a county-approved form confirmation that the establishment and its operation comply with the requirements of this section. The report shall provide numbers of events held and attendance at events during the prior calendar year.

2. The owner or manager of a special event facility shall keep records of events and attendance, and shall provide that information to the county upon request at any time during the calendar year (to verify compliance with the requirements of this section).

Section III: If any provision of this ordinance is held to be unconstitutional, preempted by federal law, or otherwise invalid by any court or competent jurisdiction, the remaining provisions of the ordinance shall not be invalidated.

Section IV: This ordinance shall become effective thirty (30) days after final passage pursuant to California Government Code section 25123.

PASSED AND ADOPTED on this day of , 2021 by the following vote:

AYES:

NOES:

EXCUSED:

ABSTAIN:

_____

Marshall Long, Chair
Mariposa County Board of Supervisors

Attest:

_____

René LaRoche
Clerk of the Board of Supervisors

Approved as to Form:

_____

Steven W. Dahlem
County Counsel

Attachment: 2 Draft Board Ordinance Special Events (12015 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities

MARIPOSA COUNTY BOARD OF SUPERVISORS

SUMMARY OF PROPOSED ORDINANCE TO AMEND TITLE 17 (ZONING ORDINANCE) OF MARIPOSA COUNTY CODE TO ADD NECESSARY DEFINITIONS FOR SPECIAL EVENTS AND SPECIAL EVENT FACILITIES, AND TO ADD PERMITTING PROVISIONS AND DEVELOPMENT STANDARDS FOR THIS USE

Notice is hereby given that on Tuesday, August 10, 2021 at 9:00 am or as soon thereafter as may be heard, at its regularly scheduled meeting, the Mariposa County Board of Supervisors will consider adoption of an ordinance to amend Section 17.148.010 of Title 17 (Zoning Ordinance) of Mariposa County Code, to add necessary definitions for Special Events and Special Event Facilities, and to establish Section 17.108.220 to the Mariposa County Code, to add permitting provisions and development standards for Special Event Facilities. Permitting and development standards include requirements for permit processing and application submittal; operational standards, including those for special event facilities in the Agriculture Exclusive zone; public noticing; and annual reporting.

A certified copy of the full text of this ordinance is posted for public review in the Office of the Clerk of the Board of Supervisors at 5100 Bullion Street, Mariposa, California

René LaRoche
Clerk of the Board

Attachment: 3 Summary Ordinance for Special Events (12015 : General Plan/Zoning Amendment No. 2017-084 for Special Event Facilities